

# CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, July 12, 2022 at 6:30 PM

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## AGENDA

*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 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, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 1, 2022

CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 15, 2022

CITY COUNCIL CONFERENCE MINUTES OF FEBRUARY 22, 2022

CITY COUNCIL STUDY SESSION MINUTES OF MARCH 1, 2022

CITY COUNCIL MINUTES OF MAY 10, 2022

NORMAN UTILITIES AUTHORITY MINUTES OF MAY 10, 2022

NORMAN MUNICIPAL AUTHORITY MINUTES OF MAY 10, 2022

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MAY 10, 2022

## **PROCLAMATIONS**

2. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-1: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2022, AS WATER'S WORTH IT™ MONTH IN THE CITY OF NORMAN
3. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-2: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2022, AS LAKES APPRECIATION MONTH AND THE WEEK OF JULY 25TH AS LOVE YOUR LAKE WEEK 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 18 be placed on the consent docket.

### **Reports/Communications**

4. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

### **Request for Payment**

5. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2023 DUES ASSESSMENT IN THE AMOUNT OF \$65,000 TO THE OKLAHOMA MUNICIPAL LEAGUE FOR THE PERIOD OF JULY 1, 2022, THROUGH JUNE 30, 2023.

6. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2023 DUES ASSESSMENT IN THE AMOUNT OF \$74,711 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE PERIOD OF JULY 1, 2022, THROUGH JUNE 30, 2023.

**Acceptance of Deed**

7. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

**Easement**

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2223-2: A PERMANENT PUBLIC SIDEWALK EASEMENT DONATED BY BILL ROBERT AND MARY R. NOELKER AT 2504 LANGLEY COURT IN THE ST. JAMES PARK, SECTION 3 ADDITION. (GENERALLY LOCATED ONE-QUARTER MILE NORTH OF CEDAR LANE ROAD AND EAST 24TH AVENUE NW.)

**Contracts**

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-5: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARATHON CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$9,563.46 FOR A REVISED AMOUNT OF \$195,661.54 FOR THE GROVER LANE RECONSTRUCTION PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT OF \$14,216.40 FOR THE GROVER LANE RECONSTRUCTION PROJECT
10. CONSIDERATION OF AWARDDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-1 AND CONTRACT K-2223-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., IN THE AMOUNT OF \$1,124,371.50 FOR THE URBAN CONCRETE PAVEMENT PROJECT, FYE 2023 LOCATIONS, BID 1, PERFORMANCE BOND B-2223-1; STATUTORY BOND B2223-2; MAINTENANCE BOND MB-2223-1, AND RESOLUTION R-2223-1 GRANTING TAX-EXEMPT STATUS.
11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-3: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICES, WILDLIFE SERVICES IN THE AMOUNT OF \$20,000 FOR THE ANNUAL FINANCIAL/WORK PLAN FOR CONTROL OF AQUATIC RODENTS EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023.
12. CONSIDERATION OF AWARDDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-3 AND CONTRACT K-2223-4 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE

ROADWAY SOLUTIONS, L.L.C., IN THE AMOUNT OF \$614,478.48 FOR THE ASPHALT PREVENTIVE MAINTENANCE PROJECT, FYE 2022 AND 2023 LOCATIONS, PERFORMANCE BOND B-2223-5; STATUTORY BOND B-2223-6; MAINTENANCE BOND MB-2223-3, AND RESOLUTION R-2223-3 GRANTING TAX-EXEMPT STATUS

13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-7: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DUKE'S SALES AND SERVICE, INC., IN THE AMOUNT OF \$169,000 TO PROVIDE ROOT CONTROL FOR SANITARY SEWER MAINS THROUGHOUT THE CITY OF NORMAN.

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2223-9: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY, THE OKLAHOMA WATER RESOURCES BOARD AND THE U.S. GEOLOGICAL SURVEY IN THE AMOUNT OF \$5,900 TO PROVIDE FOR CANADIAN RIVER WATER QUALITY AND WATER QUANTITY MONITORING THROUGH JUNE 30, 2023.

### **Resolutions**

15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-11: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY KEITH NELSON UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *KEITH NELSON V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2022-01836 F; 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.

16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-12: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$17,018.47 FROM THE RISK FUND BALANCE TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-15: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE ANNUAL NON-COMPETITIVE GRANT APPLICATIONS UNDER 49 U.S.C. §§ 5307 AND 5339 AND ANY CORRESPONDING REQUIRED ASSURANCES OR OTHER SUPPORTING DOCUMENTATION ON BEHALF OF THE CITY OF NORMAN WITH THE U.S. DEPARTMENT OF TRANSPORTATION TO AID IN THE FINANCING OF PUBLIC TRANSIT IN URBANIZED AREAS AND BUS AND BUS FACILITIES PLANNING, CAPITAL, AND/OR ASSISTANCE PROJECTS AND AUTHORIZING THE CITY



MANAGER OR HIS DESIGNEE TO SET FORTH AND EXECUTE POLICIES IN CONNECTION WITH THE PROGRAMMING OF PROJECTS, BUDGETS, AND PROCUREMENT NEEDS.

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-16: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$3,000 FROM THE GENERAL FUND BALANCE AND \$7,000 FROM THE REIMBURSEMENTS-MISC. RISK MANAGEMENT ACCOUNT FOR PAYMENT OF EXPENSES INCURRED FOR THE CARE OF ANIMALS SEIZED BY THE NORMAN ANIMAL WELFARE DIVISION.

## **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, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 1, 2022

CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 15, 2022

CITY COUNCIL CONFERENCE MINUTES OF FEBRUARY 22, 2022

CITY COUNCIL STUDY SESSION MINUTES OF MARCH 1, 2022

CITY COUNCIL MINUTES OF MAY 10, 2022

NORMAN UTILITIES AUTHORITY MINUTES OF MAY 10, 2022

NORMAN MUNICIPAL AUTHORITY MINUTES OF MAY 10, 2022

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MAY 10, 2022



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/12/2022

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

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

CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 1, 2022  
CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 15, 2022  
CITY COUNCIL CONFERENCE MINUTES OF FEBRUARY 22, 2022  
CITY COUNCIL STUDY SESSION MINUTES OF MARCH 1, 2022  
CITY COUNCIL MINUTES OF MAY 10, 2022  
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NORMAN MUNICIPAL AUTHORITY MINUTES OF MAY 10, 2022  
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MAY 10, 2022

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## CITY COUNCIL STUDY SESSION MINUTES

February 1, 2022

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:33 p.m. in the Municipal Building Conference Room on the 1st day of February, 2022, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, 24 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Foreman, Hall, Holman, Lynn, Peacock, Schueler, Tortorello, Mayor Clark

ABSENT: Councilmember Studley

Item 1, being:

DISCUSSION REGARDING THE CONTINUUM OF CARE COLLABORATIVE APPLICANT.

Mr. Darrel Pyle, City Manager, said the City would have no Staff in the homeless housing function in two weeks as those employees have resigned. The City also received notice from its partner in Housing and Urban Development (HUD) that now is the time to submit the application package for the collaborative applicant for Continuum of Care (CoC). He said the City of Norman Homeless Coordinator, Michelle Evans, was being pulled in multiple directions until she finally could not shoulder further responsibility. He said the City is woefully understaffed for current work capacity so this provides an opportunity to discuss what the City can do regarding housing functions. He spoke with HUD about housing navigators and the value the City sees from property owners when approached about the opportunities that Section 8 housing vouchers can bring them. He said housing navigator efforts have now ended with the departure of employees. The Norman Housing Authority (NHA) is very interested in advancing the housing navigator position as a function of the NHA, which fits beautifully in that capacity. He said HUD provides a plan for cities in this situation and Staff distributed documentation to Council on January 28, 2022, explaining the options and alternatives related to the applicant and it does not have to be the City of Norman. He said any member of the CoC can become the applicant and there are currently 40 nonprofit participating members within the CoC today and according to HUD, the collaborative applicant can be changed by notifying them and they will work with the balance of the CoC to identify the next collaborative applicant. During the transition from the current collaborative applicant to the future collaborative applicant, the current collaborative applicant will work hand in hand through the transition process. He said the City of Norman is good at many things, but not everything and the City is definitely not a direct service provider to the homeless community. He said the City of Norman is a facilitator that provides some nonprofit funding and is good at building facilities, but does not provide the hands-on service delivery to individuals experiencing homelessness.

Item 1, continued:

Mr. Pyle said before the City could start making changes, the City needed to have a conversation about how to re-tool and where resources would best be applied. He said the City has never been at a point in history where City Council has had access and resources to affordable housing funding invested in Norman. He said the City is recognizing that a great deal of Staff time is being invested in the identification of opportunities to provide affordable housing in Norman and Staff does see an opportunity to be the most successful by focusing efforts on the provision of affordable housing options in Norman. He did not want to have a conversation with CoC partners without having a conversation with City Council on a potential change in direction. He said many partners' funding depends on participation in the CoC Program, which has been recognized by the State of Oklahoma as the best way to provide services to people who are homeless or have low to moderate incomes. He said this is an opportunity to refocus and have that conversation with CoC partners about their interest in becoming the collaborative applicant for the CoC Program. He has concerns about the City's ability to successfully recruit someone with the skillset to jump right in and be successful in the role of facilitating the CoC Program because it took Ms. Evans two years of training to prepare for that task and in today's environment the City does not have two years to make a successful transition.

Mr. Pyle said with Council's approval, Staff would begin that conversation with CoC partners to determine interest for the collaborative applicant role and allow the City to focus energy on the acquisition and development of affordable housing facilities.

Councilmember Hall asked if the City has been the collaborative applicant the entire time the CoC has been in existence in Cleveland County and Mr. Pyle said yes, since 1995. Ms. Lisa Krieg, Community Development Block Grant (CDBG)/Grants Manager, said HUD wanted to establish a competitive CoC funding application process to provide resources to communities to implement a community-wide, coordinated effort for assessing and addressing the housing and service needs of individuals and families that were homeless or at risk of homelessness. Since the CoC application's inception, CoC programs have operated under guidance published each year in HUD's annual Notice of Funding Availability. The CoC Program interim rule provides formal regulations to guide the establishment and operation of CoC programs. To carry out the primary purpose of the CoC Program, HUD requires representatives of relevant organizations to form a CoC to serve a specific geographical area and come together to determine the needs of the community. In 2012, the duties of the CoC and the collaborative applicant became official. She said Ms. Evans was hired in 2014, as an intern for one year then became the fulltime Homeless Coordinator and that position was funded under the CDBG Program.

Mr. Pyle said the collaborative applicant is a full time position and since the City lost all employees working with the CoC he would not suggest current Staff take on this responsibility.

Councilmember Hall asked what would happen if no one stepped up to the plate and Ms. Krieg said the City slowly transitioned into the collaborative applicant role and while the City can step back from being the collaborative applicant, the City's name is still in that spot until the CoC selects a new collaborative applicant. She said HUD has mandated the City to assist in the transition and the City will be the collaborative applicant until the CoC selects a new applicant and she believes it is the responsibility of the City to ensure CoC funding continues in any way possible, since the City has been acting in that capacity since 1995.

Item 1, continued:

Mr. Pyle said the optimum utilization of resources would be for the City to provide the facility and partner with an experienced nonprofit operator who can bring the community success. He said Oklahoma City provides facilities and collaborates with experienced nonprofit operators to run their programs and he sees that as the model for Norman going forward. He said the City of Norman does not have the experience, knowledge, or employees to operate these facilities successfully.

Councilmember Hall said since 2019, the City has wrestled with recognizing the need for an emergency shelter, which needs to continue to be in discussions going forward. She said the City stepped into that role because the need was recognized and none of the CoC Program partners were willing to take on that responsibility. She said the City offered an emergency shelter, but it has been a bare bones operation and asked how that will be addressed going forward. Mr. Pyle said the emergency shelter consumed a majority of Ms. Evans' time, including nights, weekends, and holidays, and he would encourage hiring an operator for that type of facility. He said the City can build the facility and it can be as inexpensive as a metal building.

Ms. Krieg said Norman has a major university and a State mental health hospital so people are used to seeing unique characters walking around Norman with backpacks, but they blended in; however, as that population grew, people began seeing tent encampments, shopping carts being abandoned all over town, etc., and that is a failure of the mental health system. She said as homeless issues became more and more visible, there was a need to begin addressing homeless encampments. She said there has always been an encampment near the river, but it has never been as visible as it is today and it has now blossomed into something the entire community notices. She said Ms. Evans partnered with the Police Department to assess homeless individuals and connect them with services needed and that has evolved and grown over the years, but City employees are not trained professionals. She said service providers have the appropriate training, but do not have the resources to expand services. She said the strength of the City is building facilities, not handling homeless/mental health issues so the City needs to decide if it can use its resources to help facilitate agencies/organizations trained to work with the homeless population.

She said the lines between the duties of the collaborative applicant and the CoC are blurred because they depend on one another. She said the City, as the collaborative applicant, receives the funding, but the money is transferred to nonprofit agencies who have to report how that money is spent. She said this puts the City in a very awkward position when reporting information to HUD because funding relies on accurate data. She believes it is time to turn the collaborative applicant duties over to an experienced provider selected by the CoC and the City could have a seat on the board as a voting member while continuing some financial support through CDBG funding, which has a homeless component.

Mayor Clark said the CoC works for the entire County and the City has been doing the work for other communities within Cleveland County so that is another reason to look at finding an agency more suitable to take on the collaborative applicant role. She said there seems to be consensus among Council to explore this further.



Item 1, continued:

Items submitted for the record

1. Introductory Guide to the Continuum of Care (CoC) Program, Understanding the CoC Program and the Requirements of the CoC Program Interim Rule (2012)
2. HUD Annual Requirements: CoC Collaborative Applicant Activities

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Item 2, being:

#### PRESENTATION ON PATTERN ZONING.

Mr. Matthew Hoffman, Director of Urban Design with MBL Planning, said he is a former Planning Commission Chair for the City of Fayetteville, Arkansas, and has been an architect for ten years in Fayetteville working on downtown urban design issues. He introduced Mr. Matthew Petty, former Councilmember of Fayetteville, Arkansas. He said he is here tonight to speak to Council about the benefits of pattern zoning. His company believes the strongest form of public engagement is one where you give people the tools to participate in the positive evolution of their own neighborhoods. He said this process is a fundamental shift away from traditional planning techniques of soliciting feedback from the public and believes there is an opportunity for the City of Norman to forge a partnership with the “doers” within the community to execute plans. He said the one thing that brings a super majority of people together across the country is a shared aspiration for quality design.

Mr. Petty said larger cities across the country have pre-approved building programs, but they are generally limited to backyard units, i.e., accessory dwelling units, town homes, etc. He said MBL Planning has a program for a much wider variety of buildings from small to middle scale (known as the missing middle). He said Norman changed some zoning rules to allow buildings that were not allowed in the past, but the market is not building what was envisioned after those changes were made. He said applicants do not decide what to build based on what the City allows them to build, their decision is based on convenience and marketability. In Fayetteville, this type of scenario played out for years, Staff constantly amended their zoning regulations in an attempt to get the market to do what citizens and the Master Plan envisioned. Even today, many applicants use what is called the “lot split loophole,” which allows them to build a number of units on a residential lot. He said most zoning regulations were invented in the 1950s, pioneered in the 1960s and 1970s, and was only reinvented in the 2000s.

Mr. Petty said cities believe once they have zoning regulations in place, the market will do what it is supposed to do, but that does not happen. There are also expectations that the market will change quickly, but it usually takes ten to 25 years before neighborhoods really transition to the next generation of what they are meant to be of their own destiny.

Item 2, continued:

Mr. Petty said MLB Planning implemented a plan in Bryan, Texas, in a two square mile area with an average density of three structures per acre, which is less dense than most suburbs. What they found is that if they had only tailored the rules to existing buildings, it would dramatically increase the number of housing units and achieve densities familiar to people that already live in the area. The best way to do this is incrementally and according to a principled plan, not all at once. He said Bryan, Texas, was seeking to raise housing quality without adding to the burdens of small developers and property owners trying to meet real and growing housing needs. The solution of pattern zoning was a novel technique intended to lower barriers radically to executing high quality, incremental infill projects.

The basics of a pre-approval plan does not replace what has already been built, but exists alongside the kind of reviews already being done. Decision factors on what will be built include what is allowable, what is convenient, and what is marketable, but convenience drives the factors. Mr. Petty said a preapproval program allows neighborhoods to change and preserve the best of what makes them familiar. The basic characteristics of a pre-approval program include coexisting with conventional reviews; a parcel-by-parcel approach; opt-in for applicants; and supplemental criteria. The best program will pre-approve a range of building types to accommodate market and consumer preferences that entails a licensed set of architectural details with contingent building permits. In a pattern zone, a city identifies an area for infill development such as a corridor, neighborhood, or a master-planned district and pre-approves a set of buildings that can be built on each lot.

Mr. Petty said it is important to determine what approach is best for Norman. The core product consists of a broad online catalog of pre-approved buildings where builders can select from hundreds of buildings and pre-approve those that fit the best. He said this process is a subscription service that includes access and maintenance of an online portal with a catalog hosted on a digital platform with City branding. Applicants start with an address for details on the property that include a contextual map with relevant data layers as well as applicable zoning and development codes for easy referencing. Applicants select a building from a table showing each of the buildings pre-approved for the indicated parcel and once this is completed, the plans are forwarded to the appropriate department(s) for review and permitting. He said the process looks like a typical planning process, but is very flexible and is an opt-in process.

Councilmember Foreman said she likes the idea and asked if this is really something that would work for Norman and Ms. Jane Hudson, Director of Planning and Community Development, said pattern zoning is amazing and the hope was to review and implement this during the administrative delay, especially for corner lots in the Center City Form Based Code (CCFBC); however, the information is overwhelming and she does not see how this can be ready before the administrative delay has expired.

Councilmember Hall said it is time to address one of the most confounding issues the City is having in the CCFBC, which is corner lots. She felt pattern zoning would give the City a powerful tool especially working parallel to existing zoning regulations. She likes the idea of moving incrementally and continuing to try to identify other locations in Norman where pattern zoning might work.

Item 2, continued:

Councilmembers agreed they would like to pursue a pilot project in order to determine how well this program will work in Norman.

Items submitted for the record

1. Pre-Approved Building Programs General Overview

The meeting was adjourned at 7:36 p.m.

ATTEST:

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City Clerk

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Mayor

## CITY COUNCIL STUDY SESSION MINUTES

February 15, 2022

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:30 p.m. in the Municipal Building Conference room on the 15th day of February, 2022, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Foreman, Hall, Holman, Lynn, Peacock, Schueler, Tortorello, Mayor Clark

ABSENT: Councilmember Studley

Item 1, being:

DISCUSSION REGARDING THE FYE 2023 CAPITAL BUDGET AND THE FYE 2023–FYE 2026 CAPITAL IMPROVEMENTS PLAN.

Ms. Kim Coffman, Budget Manager, said tonight Council would be presented with a mid-year budget review for FYE 2023 and the Capital Improvements Plan (CIP) for FYE 2023 through FYE 2026. She 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 so 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. She 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 has contracted services for design, land acquisition, and utility relocations that may be required in advance of construction.

Ms. Coffman explained Capital outlay are 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 expense that usually occurs within a single fiscal year to include vehicles, furniture, computers, and equipment. She said Capital Outlay paid by the Capital Funds are expended from the General Fund and Westwood Fund with capital sales tax funds transferred to cover costs.

Item 1, continued:

Ms. Coffman 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
- Arterial Road Recoupment Fund

Enterprise Funds

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

Sources of revenue for all funds in FYE 2021 through FYE 2022 include Grants – .62%; Community Park Fee - .016%; User Fees – 22.33%; Capital Improvement Charge – .93%; Sewer Maintenance Rate – 5.39%; Sewer Excise Tax – 1.90%; Capital Sales Tax – 19.48%; Tax Increment Financing – 1.30%; Public Safety Sales Tax – 3.85%; NORMAN FORWARD Sales Tax – 9.51%; Room Tax - .27%; and Bonds – 34.26% for total revenues of \$238,617,555.

Expenditures for all funds in FYE 2021-2022 include Capital Outlay – 3.01%; Maintenance of Existing Facilities – 0.13%; Personnel and Services – 1.05%; Street Maintenance – 2.01%; Transportation – 20.42%; Buildings and Grounds – 33.97%; Parks and Recreation – 11.37%; Water Reclamation – 10.33%; Sanitation – 0.66%; Stormwater – 2.01%; and Water – 15.04% for total expenditures of \$238,617,555.

Ms. Coffman 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%; Capital Outlay – 27%; street maintenance – 25%; and other projects and debt service – 36%.

Item 1, continued:

Mr. Anthony Francisco, Director of Finance, highlighted the status of the Capital Fund as follows:

- Capital Fund PAYGO
  - FYE 22 estimated available for new projects is a negative (\$7,420,334)
  - FYE 23 projected available for new projects is a negative (\$5,136,980)
  - FYE 24 projected available for new projects is a negative (\$3,844,262)
- Capital Fund Bonds
  - Bond reserves are unbalanced – some positive and some negative, evaluating how to balance those currently unbalanced

Significant projects underway in FYE 21 include:

- Transit/Parks/Emergency Vehicle Maintenance Facility - \$8.6 million;
- 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 - \$207,160;
- Fire Station 9 – finishing miscellaneous small items/Fire Administration Building renovation – 85% complete;
- Porter Avenue and Acres Street Intersection - \$3,675,000;
- Engineering Design Criteria Update and Green Stormwater Infrastructure Review, Phase II - \$229,000;
- Comprehensive Land Use and Transportation Plan Update; and
- Imhoff Road Bridge Emergency Repair Project - \$1,440,695.

Projects under construction in FYE 22 include:

- Municipal Complex Renovations - \$9,971,465;
- 36th Avenue N.W. Utility Relocation - \$17,950,000;
- I-35 and Robinson Street West Side - \$5,300,000 (includes ODOT match);
- Classen Boulevard Sidewalks - \$229,296;
- Flood Avenue Sidewalks, Gray Street to Acres Street - \$250,000;
- Porter Avenue Streetscape - \$4,134,170;
- Constitution Street Multimodal Path - \$1,100,000; and
- James Garner Avenue, Phase II - \$6,640,000.

Ms. Coffman highlighted projects included in the 2012 Transportation/Stormwater Bond Program and the 2019 Transportation Bond Projects for FYE 2020-2025.

The Bridge Maintenance Program is allocated \$100,000 per year; however, Council began allocating \$500,000 in FYE 2021 due to deterioration of bridges across Norman. The Imhoff Bridge originally identified for maintenance in FYE 2022, required emergency repairs after a maintenance check determined the bridge was unsafe and the bridge was closed to the public pending repairs. The cost to reconstruct Imhoff Bridge was \$1,440,695 and the bridge was reopened in March 2022. Other Bridge Maintenance Projects completed in FYE 2021 included 156th Avenue N.E.; West Rock Creek



Item 1, continued:

Road; West Brooks Street; East Boyd Street; 72nd Avenue S.E.; Concord Drive; 48th Avenue S.E. and Cedar Lane Road.

There are 77 bridges in Norman with ten being at risk of becoming structurally deficient; five are structurally deficient; twelve are functionally obsolete; and six have load limit postings. The total program cost estimate is \$40 to \$50 million under a ten-year construction plan. There are currently 20 locations identified for rehab/repair and 9 locations identified for replacement. Staff is working to establish detailed project scopes and cost estimates.

The City Fleet Fueling Facility was constructed and registered with the Oklahoma Corporation Commission in 1998. The fiberglass underground storage tanks have a life expectancy of 30 years (2028). Fuel storage capacity includes 10,000 gallons of diesel and 10,000 gallons of unleaded gasoline; it dispenses approximately 500,000 gallons of fuel annually to over 793 city vehicles/equipment. Currently, the fuel line encasements have failed allowing ground water to lay on top of pumps and critical repairs are needed in the next three years at an estimated cost of \$350,000 to \$500,000. Alternative fuels, such as ethanol and biodiesel, are not available due to lack of tanks and there is no option for Diesel Exhaust Fluid (DEF). There is also limited tank/storage capacity for a growing fleet and fuel islands are deteriorating. Total replacement costs are estimated to be \$1,650,000.

Projects scheduled for Highway 9 by ODOT include:

- Phase I – 24th Avenue East to 36th Avenue East (completed);
- Phase II – 36th Avenue East to 72nd Avenue East (completed);
- Phase III – Little River Bridge (complete);
- Phase IV – 72nd Avenue East to 108th Avenue East;
- Phase V – 108th Avenue East to 156th Avenue (scheduled for 2025);
- Phase VI – 156th Avenue East to Town of Tecumseh; and
- Future project for 24th Avenue West to 24th Avenue East is currently unfunded.

Staff highlighted the Surface Transportation Program Band Surface Transportation Block Grant Program funding history. Mr. Shawn O’Leary, Director of Public Works, said the Association of Oklahoma Governments changed their federal funding rating system a few of years ago and the City received much smaller funding dollars; however, the rating system was changed so funding amounts are back to amounts the City has received in the past. He said these funds have become more competitive so it is difficult to anticipate the amount of funding the City will receive for projects submitted.

In the City Vehicle Replacement Program, the City replaced 35 units in FYE 2017 - \$3,046,969; 27 units in FYE 2018 - \$2,383,036; 29 units in FYE 2019 - \$2,045,471; 36 units in FYE 20 - \$1,991,083; 27 units in FYE 21 - \$2,147,635; and 34 units in FYE 22 - \$2,179,732.

Item 1, continued:

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; and Horizontal Saw Cut Program - \$40,000 for total expenditures of \$420,000.

Recurring proposed CIP in FYE 2023 includes Capital Outlay - \$3,844,797; Street Maintenance - \$2,305,377; Maintenance of Existing Facilities - \$285,300; Stormwater Draining Maintenance - \$1,250,000; Personnel - \$1,484,543; Oklahoma Department of Transportation (ODOT) Audit Adjustments - \$100,000; Americans with Disabilities Act (ADA) Sidewalk Compliance and Repair - \$386,000; Bridge Maintenance - \$750,000; Driveway Repairs - \$10,000; Street Striping - \$100,000; Traffic Calming - \$50,000; Community/Neighborhood Improvements - \$100,000; and Building Maintenance Mechanical/Electrical - \$50,000 for total expenditures of \$10,716,017.

Upcoming significant projects in FYE 2023 include 36th Avenue N.W. - Tecumseh Road to Indian Hills Road Widening Utility Relocation - \$1,000,000; Porter Avenue Streetscape - \$4,134,170; James Garner Avenue, Phase II - \$6,639,763; Traffic Management Center - \$2,400,000; Transit Transfer Center Site Purchase and Remodeling - \$1,200,000; and City Vehicle Wash Facility - \$1,800,000.

PSST Fund Projects underway in FYE 2021-2022 include Emergency Operations Center (EOC) - \$16,500,000 and Fire Apparatus Replacement, Year 7 - \$800,000. The EOC will be 19,900 square feet and fully “hardened” against severe weather. The project costs include design, project management, Construction Manager at Risk (CMAR), and Architecture and Engineering (A&E) services. Design work is underway and groundbreaking is anticipated to take place this year.

The PSST fire apparatus replacement schedule consists of Elevated Platform in FYE 2016 - \$1,105,943; Fire Engine in FYE 2017 - \$523,853; Fire Engine in FYE 2018 - \$622,079; Pumper/Tanker in FYE 2019 - \$724,974; Pumper/Tanker in FYE 2020 - \$735,974; Air and Light Unit/Public Education in FYE 2021 - \$471,500; Fire Engine in FYE 2022 - \$760,000 budgeted; Fire Engine/Staff Vehicle in FYE 2023 - \$800,000 budgeted; Ladder in FYE 2024 - \$1,800,000 budgeted; and Fire Engine/Staff Vehicle in 2024 - \$850,000 budgeted.

FYE 2022 NORMAN FORWARD Projects completed include Ruby Grant Community Park (football practice fields, trails, restroom); Griffin Park, Phases III and IV; and Rotary Neighborhood Park Improvements.

FYE 2022 NORMAN FORWARD Projects underway include Griffin Park – Phase V; Young Family Athletic Center (YFAC) (to include a Sports and Human Performance Center funded by Norman Regional Health System (NRHS)); Reaves Park Baseball/Softball Complex; new Neighborhood Park Development (Summit Valley Park); Neighborhood Park Improvements (Vineyard, Cherry Creek, Earl Sneed); James Garner Avenue – Flood Avenue to Acres Street; and Senior Wellness Center (southeast corner of Norman Regional Hospital Porter Campus).

Item 1, continued:

Future NORMAN FORWARD Projects include new neighborhood parks - \$1,700,000; lease payments for Griffin Park - \$80,000 annually for a total of \$2,400,000; Canadian River Park - \$2,000,000; new trail development throughout Norman - \$4,385,000; Saxon Park development - \$2,000,000; Neighborhood Park Improvements - \$5,450,000; and Traffic Improvements - \$2,700,000 (Griffin Park, YFAC, and Reaves Park).

Room Tax Fund significant projects in FYE 2022 include Historic Museum parking - \$55,000, remaining debt on 2002 Norman Municipal Authority (NMA) Golf Course Bonds retiring on June 1, 2022, and YFAC Bond Issuance - \$3,800,000.

Upcoming challenges include

- I-35 Corridor Study (Norman/Moore/ODOT);
- Public Transportation (Regional Transportation Authority, replacement buses, and recommendations from Transit Study);
- Fleet Fueling Facility; new traffic signals on State Highways and City Arterials;
- 718 North Porter A&E/Rehab;
- Police Training Facility updates/maintenance;
- Police Department Security updates;
- Unfunded remodel of Police Department building after Municipal Court vacates
- Unfunded Building C remodel;
- Police Hydraulic Drive Unit Robot;
- Fire Station No. 10;
- Bridge replacements;
- Stormwater infrastructure maintenance;
- Comprehensive Land Use and Transportation Plan update; and
- Rising construction costs for YFAC and Senior Wellness.

Next steps include an overview of the proposed FYE 2023 Budget for General and Special Revenue Funds – April 19, 2022; first public hearing on the proposed FYE 2023 Budget – April 26, 2022; review of final proposed Capital Budget for FYE 2023 and CIP Plan for FYE 2024-2027 – May 3, 2022; overview of proposed FYE 2023 Budget for Enterprise Funds – May 17, 2022; second public hearing on proposed FYE 2023 Budget – May 24, 2022; and adoption of proposed FYE 2023 Budget – June 14, 2022.

Items submitted for the record

1. PowerPoint presentation entitled, “FYE 2022 Capital Improvement Program Budget Status, Preparation of FYE 2023 CIP, Preparation of FYE 2024-2027 Capital Improvements Plan”

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Item 2, being:

#### DISCUSSION REGARDING THE HOME BASE FINAL REPORT.

Ms. Lisa Krieg, Community Development Block Grant (CDBG)/Grants Manager, introduced Ms. Julie Silas, Homebase Directing Attorney, and Mr. David Dirks, Homebase Senior Staff Attorney.

Homebase is a non-profit organization that has been working with homelessness for over 30 years. She said Homebase is mission driven; works at federal, state, and local levels; is customized and community specific; focuses on successful plan implementation; addresses equity as an integral part of evaluation and planning; and honors local expertise, especially People with Lived Experience of Homelessness.

An overview of the process was provided that includes community input, stakeholder interviews, focus groups, and surveys; Data Analysis - Point in Time Count (PIT) and Housing Inventory Count (HIC);, Homeless Management Information System (HMIS), and United States Census Bureau; Action Plan - Assessment and Gaps Analysis, stakeholder feedback, draft/finalize Action Plan; and Implementation by setting up an implementation structure, prioritizing strategies and action steps, and agreeing on short-term, medium-term, and longer-term actions.

Homebase conducted a gap analysis and an Action Plan to establish a shared understanding of gaps and needs, align stakeholders and resources in support of shared objectives, and establish greater community-wide collaboration. A gap analysis provides an overview of homelessness in the City of Norman and Cleveland County that helps to provide a response system and recommendations for gaps or needs.

Goal One is to secure a housing future for all Norman residents through landlord engagement including developing a landlord engagement campaign; addressing barriers for tenants; incentivizing landlord participation; and building positive relationships with landlords. Examples of Goal One metrics short-term (six month to one year) actions include Metric 1.1: Public Housing Authorities operating in Cleveland County implement a “Moving On” preference for Housing Choice Vouchers for people in permanent supportive housing no later than January 2023, and Metric 1.2: communitywide coordinated efforts to help people become document ready and apply for mainstream benefits held at least every other month by the end of January 2023.

Goal Two is to increase access to homeless emergency response services. Examples of Goal Two short-term actions include Metric 2.1: a series of training on housing-focused services designed and offered to Staff from all Continuum of Care (CoC) partners and be in place for bi-annual trainings for current staff and more frequent training for new staff no later than December 2022; Metric 2.2: create a peer support group of people with live experience of homelessness is created, funded, trained, and providing support to people experiencing homelessness by December 2022; and Metric 2.3: ensure 90% participation in the countywide HMIS from the City, County, and non-profit providers who primarily serve individuals experiencing homelessness by December 2022.

Examples of Goal Two medium-term actions include Metric 2.4: a mobile van for street outreach funded/purchased, staffed, and on the street no later than June 2023, and Metric 2.5: At least one year-round low-barrier, housing-focused shelter to provide shelter and services no later than June

Item 2, continued:

2023. Goal Two longer-term actions include Metric 2.6: the 2025 PIT count shows 30% fewer unsheltered individuals in Cleveland County compared to the 2019 PIT count.

Goal Three is to mobilize the countywide response to prevent and end homelessness. Examples of Goal Three short-term actions include Metric 3.1: CoC creates a stand-alone webpage no later than June 2022; Metric 3.2: CoC launches its first outreach initiative that provides information and resources to people at risk or experiencing homelessness by December 2022; Metric 3.3: CoC's Data Committee be reconvened and at least one aggregate report be submitted by June 2022. Goal Three medium-term actions include Metric 3.4: launch a robust homelessness diversion effort no later than September 2023; Metric 3.5: new Data Quality Plan approved and in place with training and education available by December 2022; and Metric 3.6: All agencies working with the CoC are fully participating in HMIS, including those that need subsidization, no later than March 2023.

Next steps include confirming Year One commitments by identifying achievable first year priorities, establishing committees, and identifying responsible parties (housing, landlord engagement, supportive services); evaluating resources and priorities by mapping out Year One by quarters and priorities; and beginning implementation by convening committees and initiating action steps. Sample achievement Year One priorities can include a County-wide landlord engagement campaign; a year-round low-barrier housing-focused shelter; single room occupancy units; a "Moving On" policy for Public Housing Authority; and providing optional wrap-around services.

As far as structure and process (implementation structure), the City and CoC will need to decide who needs to be at the table, what kind of structure is needed, such as one central committee, topic committees, or both and rollout. To develop a Countywide coordinated Landlord Engagement Campaign, the City and CoC will need to establish a committee of key partners to develop a County-wide landlord engagement campaign; identify available funding for mitigation or incentives funds, and research and understand what landlord engagement activities are already taking place.

Items submitted for the record

1. Community Strategic Homeless Plan Talking Points
2. PowerPoint presentation entitled, "Bridging the Gap: Action Steps to End Homelessness," prepared by Norman/Cleveland County Continuum of Care dated February 15, 2022
3. Norman/Cleveland County Continuum of Care (OK-504) - Bridging the Gap: Action Steps to End Homelessness prepared for the Norman/Cleveland County Continuum of Care by Homebase dated February 2022

\* \* \* \* \*

The meeting was adjourned at 8:50 p.m.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

## CITY COUNCIL CONFERENCE MINUTES

February 22, 2022

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a conference at 5:30 p.m. in the Municipal Building Executive Conference room on the 22nd day of February, 2022, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Foreman, Hall, Holman, Lynn, Peacock, Schueler, Studley, Tortorello, Mayor Clark
ABSENT:	None

Item 1, being:

## CONTINUED DISCUSSION REGARDING WATER CONNECTION FEES.

Mr. Nathan Madenwald, Utilities Engineer, said the City has been working with Raftelis to review current connection fees. He said this was an opportunity to review everything regarding water and a rate increase is needed for Advanced Metering Infrastructure (AMI), disinfection, operations and maintenance, and pipe replacement.

Mr. Madenwald said the current water connection fee is \$1,000 (3/4 inch meter) and Raftelis is proposing three alternate options that include 1) augmentation of Lake Thunderbird - \$3,180, 2) purchasing water from Oklahoma City - \$2,010, and 3) digging more wells - \$2,150.

Norman's connection fees are the highest when compared to surrounding communities that include Newcastle; Edmond; Moore; Mustang; Blanchard; Oklahoma City; Yukon; Broken Arrow; Stillwater; Noble; Midwest City; Chickasha; and Lawton.

Councilmember Foreman suggested a \$500 increase.

Mayor Clark said an increase has to happen in the interest of fairness between business and residential rates. She said the City is going to ask residents for a 25% water rate increase and suggested connection fees be increased by 25% as well. She said it would be fair to require the same from developers. She is not comfortable asking voters to support a rate increase without asking everybody to support an increase and requesting the same percentage for businesses seems sensible.

There was consensus among Council to support a 25% increase along with a required review of connection fees every two years.

Mr. Darrel Pyle, City Manager, said the City is developing a pilot program for wastewater reuse to augment Lake Thunderbird by 12 to 17 million gallons per day (mgd). He said the City is attempting to demonstrate the benefits of reuse to Del City and Midwest City who share Lake Thunderbird for drinking water. He said a two-year window (2024) would provide the City a great opportunity to determine the feasibility of this program.



Item 1, continued:

Councilmember Lynn said he supports the proposed increase, but is concerned about comments in the community regarding police and fire services.

Ms. Kathryn Walker, City Attorney, said First Reading for a water rate increase would be scheduled for March 8, 2022.

Items submitted for the record

1. PowerPoint presentation entitled, "Water Connection Fee Discussion," dated February 22, 2022

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The meeting was adjourned at 6:12 p.m.

ATTEST:

\_\_\_\_\_  
City Clerk

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Mayor

## CITY COUNCIL STUDY SESSION MINUTES

March 1, 2022

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:00 p.m. in the Municipal Building Conference Room on the 1st day of March, 2022, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray and the Norman Central Library located at 103 West Acres, 24 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Foreman, Hall, Holman, Lynn, Schueler, Studley, Tortorello, Mayor Clark

ABSENT: Councilmember Peacock

Item 1, being:

## OVERVIEW OF ACCESS OKLAHOMA TURNPIKE PLAN.

Mr. Shawn O'Leary, Director of Public Works, said tonight Council will be receiving information about how the City manages transportation issues; definitions for the Oklahoma Turnpike Authority (OTA); turnpikes, and ACCESS Oklahoma; the impact of ACCESS Oklahoma on Norman; next steps for the City of Norman; a tour of the ACCESS Oklahoma website; and OTA contact information.

Mr. O'Leary said the City's first Comprehensive Transportation Plan (CTP) was adopted by Council in May 2014, and should be updated every ten years. He said Council appointed a 45 member Citizen Oversight Committee to develop the CTP, which has guiding principles and is a multi-modal plan. The CTP is a tool for the City to properly classify and design streets, coordinate complex transportation issues with other entities, and build an annual Capital Budget. ACCESS Oklahoma will change the transportation system in Norman significantly and the CTP must coordinate with Norman 2040 Land Use Plan.

The OTA was created by the Oklahoma Legislature on April 30, 1947, and the first efforts of the OTA were to connect Oklahoma City (OKC) to Tulsa then extend beyond Tulsa to the northeast and beyond OKC to the southwest. Eventually it became important to provide loops around the two largest metropolitan areas, OKC and Tulsa. House Bill 933 (HB933) was passed on May 7, 1953, creating a new OTA providing statewide representation on the OTA Board and establishing the basis for the state system of turnpikes.

In 1947, turnpikes were a fairly new concept to allow construction and maintenance of roadways to be paid through road user fees. The tolls can be increased by an OTA Board vote, as necessary. The Turner Turnpike from OKC to Tulsa opened in May 1953, Will Rogers Turnpike from Tulsa to Missouri opened in June 1957, and H.E. Bailey Turnpike from OKC to Texas opened in April 1964. These three turnpikes formed the basis of Interstate 44 (I-44) connecting Oklahoma from Missouri to Texas.

Item 1, continued:

With I-44 largely complete, the OTA turned its attention to other areas that included Muskogee; Indian Nation; Cimarron; Cherokee, Kilpatrick; Chickasaw; Creek; H.E. Bailey Spur; Broken Arrow; Gilcrease; and Kickapoo Turnpikes, which all opened between 1969 and 2020. Mr. O’Leary said 630 miles of turnpikes exist in Oklahoma. The OTA merged with the Oklahoma Department of Transportation (ODOT) in 2020, with Secretary of Transportation, Mr. Tim Gatz, as manager for both agencies.

The Merriam-Webster dictionary defines a turnpike as a road for the use of which tolls are collected. Turnpikes, at the time of the formation of the OTA, were a new concept to allow construction and maintenance of roadways to be paid through road user fees or tolls instead of relying on less reliable sources, such as gasoline taxes. OTA is converting to a cashless system in 2021-2022, which will not require tollbooths or employees for booths. He said you now drive through, a camera takes a picture of your license plate, and you receive an invoice in the mail.

ACCESS Oklahoma stands for Advancing and Connecting Communities and Economics Safely Statewide, which is a \$5 billion, 15-year program to construct 147 miles of turnpike. Prior to the OTA announcement on February 22, 2022, the Association of Central Oklahoma Governments (ACOG) and ODOT have been evaluating the ever increasing traffic volumes in OKC Metro area with no real plan except widening Interstate 35 (I-35) to six lanes and supporting the Regional Transportation Authority (RTA) discussions on light rail as the only means to alleviate the congestion. At the same time, nationwide truck traffic is on the rise and trucks stuck in rush hour traffic are unable to maintain their delivery schedules, which is becoming more and more frequent.

Mr. O’Leary said OTA’s number one priority is the safety and security of travelers and ACCESS Oklahoma projects will create safer roadways by addressing current needs and providing increased access to more Oklahoma communities. The additional routes and improvements will provide motorists alternative travel options, improved safety, decreased congestion, and decreased travel times all directly related to quality of life. He said Oklahoma needs to proactively address issues to improve safety and enhance access to jobs and commerce in the State. Every mile and dollar invested in roads and bridges today pays dividends for future generations.

Secretary Gatz has compared the impact of ACCESS Oklahoma to the Interstate Transportation Act (ITA) from the 1950’s. ACCESS Oklahoma may be more impactful on Norman than the ITA with seven miles of I-35 located in Norman. The proposed east to west connector follows alignment of Indian Hills Road, with 13 miles in Norman and the proposed south extension connecting the Kickapoo Turnpike to I-35 in Purcell aligned between 72nd East and 84th East has 12.5 miles in Norman. ACCESS Oklahoma in Norman is more than three times the length of I-35 in Norman.

Next Steps include a Council Study Session on Tuesday, March 29th, with OTA Deputy Director, Mr. Joe Echelle; updating the City’s CTP; updating Norman’s 2025 Land use Plan; assisting citizens and landowners with OTA information and contacts; and protecting the Lake Thunderbird Watershed.

Item 1, continued:

Citizens can tour the ACCESS Oklahoma website at <http://www.accessoklahoma.com> or call the OTA hotline at 1-844-562-2237 for further concerns or questions.

Mr. O’Leary said Staff will be updating the CTP and Land Use Plan to incorporate the turnpike and Mr. Darrel Pyle, City Manager, said the City should also update the Stormwater Master Plan as well as its Sewer and Water Master Plans because when traffic patterns change, it will change behaviors and create demands for business development, especially around every interchange identified on OTA’s map. Mayor Clark asked if the City can work with OTA to send notices and updates to Ward Five residents and Mr. O’Leary said yes, OTA really wants to hear concerns from residents.

Councilmember Foreman asked if any water wells will be affected and Mr. Chris Mattingly, Director of Utilities, said six wells would need to be relocated. Mr. Pyle said OTA will have to do a complete environmental impact study once the map is finalized that will include water, stormwater, etc., and Staff will be fighting for mitigation measures.

Councilmember Tortorello said he received many calls from citizens whose main concern is losing their “forever” homes. He did not understand why OTA could not have been more upfront when plans starting ramping up and informing people they could be losing their homes and would need to relocate. Where is the transparency? He said, at his request, OTA will be holding a public meeting Thursday evening at CrossPointe Church and encouraged the public to attend and voice their concerns or ask questions. He asked if the City has any legal standing to stop this turnpike and Ms. Kathryn Walker, City Attorney, said no, OTA has the same rights as any government agency in terms of eminent domain and although she does not see a way for the City to stop it, she does believe OTA will try all avenues to avoid eminent domain.

Councilmembers said although there is nothing the City can do to stop the turnpike, the City needs to have empathy and do everything in its power for citizens that may lose their homes or property. They were also concerned about the impact to Lake Thunderbird and the City’s water infrastructure.

Councilmember Studley asked if the City could move the turnpike location and Ms. Walker said no, statutorily, the project is within OTA’s sole control. Mr. Pyle said the City could use resources to help property owners understand what “just compensation” is and how to make sure they receive a fair compensation. Councilmember Studley said stormwater will run-off into the Little River, which feeds into Lake Thunderbird, and asked if environmental impact to drinking water is addressed in State statutes and Ms. Walker said not in this case because OTA has stated they are designing the project to address stormwater issues. She said federal laws on environmental issues are more stringent than State law; however, OTA is not using federal funds and does not fall under those guidelines.

Councilmember Hall said there is a large group of multiple partners, including State, County, and City levels, discussing the Lake Thunderbird Eco Tourism Project and she wants to make sure these stakeholders have access to the information they need and how the planning of the Eco Tourism project will be impacted. Mr. Pyle said Staff will make sure the group is informed about

Item 1, continued:

the Study Session scheduled March 29 to further discuss the turnpike and possible impacts to Lake Thunderbird.

Items submitted for the record

1. PowerPoint presentation entitled, "Access Oklahoma," City Council Study Session dated March 1, 2022

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Item 2, being:

**DISCUSSION REGARDING AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS FOR ECONOMIC DEVELOPMENT.**

Ms. Walker said Norman Economic Development Coalition (NEDC) was formed as a non-profit entity in 1996, as a collaborative effort between the City, Chamber of Commerce, and University of Oklahoma (OU), but was expanded in 2009, to include Moore-Norman Technical Center (MNTC) as an equal investor. Each partner has a representative on the Board and provides equal shares of its annual funding. She said NEDC recently invested significantly in its new offices downtown leasing two thirds of the facility to Visit Norman and the Chamber of Commerce, enabling the entities to share resources and reduce overhead.

Ms. Walker said NEDC strategic objectives include business attraction and retention; talent attraction and retention; entrepreneurship and incubation; maximizing existing resources; and promoting development of additional resources. A new Economic Development Strategic Plan developed in 2018, identified ten strategic initiatives including developing an entrepreneurial atmosphere that enables startup and high growth enterprises to achieve success and expand in the Norman area. NEDC currently has the only State certified business incubator program in Cleveland County and there has been recent focus at the State level on accelerator programs, which mirrors the NEDC plan. The strategic plan includes a longer term Incubator Program (one to five years) with ongoing support as needed and a shorter term Accelerator Program with intense support. Support from NEDC comes in the form of shared resources, low overhead, programming, and consultation currently housed within NEDC office space, which is 100% leased.

In 2012, ACOG adopted a Comprehensive Economic Development Strategy (CEDS) for the region that identified target sectors and strategies for attracting and growing businesses. The CEDS was updated in 2019, and identified three primary goals that included

1. Enhancing the region's transportation and telecommunications systems;
2. Building a resilient economy business development and attraction, diversification of the economic base, and adopting policies to address economic and weather-related disruptions; and
3. Growing the region's start-up, entrepreneurship, and business innovation ecosystem by providing the support and tools needed for businesses to thrive. The NEDC plan meets guidelines for American Rescue Plan Act (ARPA) funds allocated to the EDA, which requires integration with ACOG's CEDS.

Item 2, continued:

Ms. Walker said in 2012, after months of discussion, City Council accepted a beneficial interest in the Norman Economic Development Authority (NEDA) and directed an economic development policy be drafted and adopted. City Council also directed an Advisory Board be created to advise the Trustees and Councilmembers. NEDA adopted its own economic development policy in 2013, which outlined goals and objectives that include:

1. Support retention/expansion of existing businesses that employ local residents, pay above average wages with insurance benefits;
2. Attract businesses in targeted industries;
3. Promote and provide support for additional business incubators and microenterprises; and
4. Promote and support public/private partnerships that will expand economic development opportunities in Norman.

Ms. Walker said the Economic Development Advisory Board (EDAB) was created in 2013, to advise Council regarding economic development policies, opportunities, and requests for City-funded incentive of private businesses. She said EDAB has seven members, four of whom have knowledge and experience in economics, business, finance, law, policy analysis, and community development.

In 2020, Congress adopted the Coronavirus Aid, Relief and Economic Security (CARES) Act to provide financial relief to State and local governments negatively impacted by COVID-19 by reimbursing them for eligible expenses. City Council adopted a resolution in November 2020, to appropriate \$1 million of those reimbursement funds for small business relief grants.

In 2021, Congress adopted ARPA providing \$350 billion in pandemic related aid to State and local governments and Norman received half of its allocation in May 2021, and will receive the remainder in May 2022, totaling \$22,225,000. In 2021, Council identified entrepreneur grants as a funding priority for ARPA funds and asked that EDAB review and make recommendations. Final rules for ARPA expenditures were released on January 6, 2022, and EDAB discussed Council's proposal in their September, November, and January meetings.

Ms. Walker highlighted ARPA rules as *Presumption of Eligibility* that would include small businesses (under 500 employees or independently owned and operated), businesses and residents in qualified census tracts, and minorities; *Eligible Programs, Services, or Capital Expenditures* would include technical assistance, counseling, or other business planning support, microbusiness support, business incubators, rehabilitation of commercial properties, and COVID-19 mitigation and prevention measures; and *Reporting Requirements* would include detailed annual reporting of projects and expenditures and sub-award reporting must provide obligation and expenditures information for any contracts, loans, grants, or direct payments made in excess of \$50,000.

EDAB focused on the ability to use funding to make a long-term impact and business incubators have long been identified in various strategic plans to support entrepreneurship and small businesses. NEDC is currently in need of space to house and grow their Incubator Program. In January 2022, the EDAB meeting included representatives from Norman Public Schools (NPS), MNTC, NEDC, and Cleveland County who talked about opportunities for collaboration. EDAB recommended Council set aside \$1 million in ARPA funds for the development of an incubator



program to be located in a qualified census tract and developed in partnership with MNTC, NPS, Norman Regional Health System (NRHS), and NEDC.

Ms. Walker said NEDC’s vision is to purchase a building free of debt to keep overhead costs low, hire staff to support incubator businesses, and focus on priority for women, minority businesses, Native Americans, and veterans who were all disproportionately impacted by COVID-19. A one-time capital investment of ARPA funds from the City into the new strategic plan (Strategy III) would support the purchase of a facility and funds would need to be appropriated by 2024, and spent by 2026. An agreement between the City and NEDC would include identifying a site in a qualified census tract; identifying specifics of a business incubator program to be housed in the facility; annual reporting related to expenditure of funds; and NEDC owning the site.

Ms. Walker said with Council’s approval, Staff would move forward with drafting an agreement with NEDC.

Councilmember Hall said there have been multiple conversations regarding the City being better at investing in infrastructure than operating these types of facilities and would prefer to contract with other entities with expertise to operate the program. She supports investing in a building with another entity operating the program.

Mr. Lawrence McKinney, NEDC Chief Executive Officer (CEO), said NEDC has had an Incubator Program for 20 years and since 2019, has created 764 jobs at an average annual salary of \$58,000. He said the incubator space on Asp Avenue burned down and the City purchased NEDC property on Asp Avenue to construct a parking lot. NEDC reinvested that money into their headquarters in Downtown Norman. He said each entity has six spaces and NEDC has been using four of the offices for the Incubator Program; however, NEDC will need the space for new employees soon and will need to find a new facility for the Incubator Program. He invited Council to the ribbon cutting for the new offices on March 23 and said an Economic Summit is scheduled the week of May 23. He said during the summit, NEDC would be discussing changing their model so the private sector will become more invested in the entrepreneur and incubator programs. He said NEDC’s goal is to fill 135 new jobs within the first five years and will need marketing and accounting personnel as well as a manager for the facility. He said applications for entrepreneurship/incubator programs are available at [www.selectnorman.com](http://www.selectnorman.com).

There was consensus among Council to move forward with a NEDC agreement.

Councilmember Holman said he would support additional funding to put directly into the hands of small businesses that may not need full support of an entrepreneurship or incubator program, but may need some small financial help for their business.

Items submitted for the record

1. PowerPoint presentation entitled, “ARPA Funds and Economic Development,” City Council Study Session dated March 1, 2022

\* \* \* \* \*

Item 3, being:

DISCUSSION REGARDING A POTENTIAL BUYER FOR 718 NORTH PORTER AVENUE.

Mr. Pyle said the building located at 718 North Porter is currently owned by Norman Regional Health System (NRHS) and when City Council moved forward with the location on the NRHS Porter Campus for the new Senior Wellness facility it prompted a massive re-platting process. He said the City owned 11.2 acres on the Porter Campus and the goal was to retain enough acreage in the right spot on the new plat to develop the new Senior Wellness facility with additional acreage obtained by NRHS for cash. During that conversation, there was an opportunity for NRHS to give the City the building located at 718 North Porter for the appraised value leaving a small balance of cash for closing. Council agreed to the purchase of the property for potential uses that included warming shelter space, sobering center space, and potential incubator space. He said the real property transaction is in the hands of the title company. During this time, Staff was contacted by Cleveland County Commissioner Darry Stacy asking if Council might consider selling the building for utilization by the Cleveland County Health Department to provide clinic space. He said the estimated appraisal value is \$1.2 million and there is \$1.8 million in ARPA funds earmarked for remodeling of the building that could be used for other purposes. Mr. Pyle asked if there is consensus to sell the building to Cleveland County for its appraised value.

Councilmembers supported the sale of the building to Cleveland County.

\* \* \* \* \*

Item 4, being:

DISCUSSION REGARDING RELOCATION OF THE WARMING SHELTER.

Mr. Pyle said the current lease of the warming shelter on Comanche Street is ending and there is a possibility that the property owner may not be renew the lease. He spoke to Mr. Durand Crosby, Chief Operating Officer (COO) of the Oklahoma Department of Mental Health and Substance Abuse (ODMHS), regarding vacant buildings that may be available on Griffin Hospital (Griffin) property. Mr. Crosby said ODMHSA is very accustomed to this population on their campus and currently provides many services to warming shelter clients.

Mr. Crosby said three vacant buildings are in very poor shape with asbestos and lead-based paint and are not habitable. Mr. Pyle said Facility Maintenance employees inspected the space in the building and thought the space could be made habitable in a couple of weeks for less than \$10,000. He said the building is within walking distance of homeless services currently being provided by outside agencies and there is a private elementary school on Griffin property (Le Monde) near the location site. He said ODMHSA would like the City to provide the State a letter of how the space would be utilized including terms of the relationship.

Mr. Pyle said this is not a permanent solution; however, the City has a relationship of renting property from Griffin and would propose the same arrangement for the proposed building (\$1 per month), which would save \$4,000 per month currently paid for the lease on Comanche Street. He said the savings on the rent would allow the City to hire additional security officers for a total of three. He said Staff has exhausted all efforts to find another suitable location. He said the Gibbs

House on the Griffin property will be opened as a Day Resource Center by an existing State agency and would not involve the City.

Councilmember Tortorello said he initially supported the relocation of the warming shelter, but after talking with representatives of La Monde, he found out the proposal for a low-barrier shelter would jeopardize the schools Charter. He was told by school representatives that the school would have to close, shut down, or relocate so he cannot support the proposed location. He said school officials and parents are concerned about what happens when clients are released after 7:00 a.m. because they fear the homeless would be roaming the school's campus. He said the City needs further investigation of the consequences of using this location in close proximity to the school. Mr. Pyle said the City would review the school's Charter and incorporate that into the quest for solutions.

Councilmember Lynn said he would not support this location.

Councilmember Hall said she is interested in what the Legal Department has to say about laws related to Charter Schools and the homeless shelter location because she is assuming the City has already done their due diligence. Ms. Walker said Staff is researching that now and will forward their findings to Council.

Councilmember Hall asked if the City can transfer Emergency Solutions Grant funds to another location and Mr. Pyle said the potential solution is to reapply with the new address because it would be easier to award the remaining balance in a new request than to change the address on an existing request.

Councilmember Studley asked how many beds will be available and Mr. Pyle said 38 beds. Councilmember Studley said she would like to move forward with this location and reminded everyone that it is a temporary solution.

Mayor Clark said there is consensus to move forward with this location.

\* \* \* \* \*

Item 5, being:

DISCUSSION REGARDING UNIVERSITY BOULEVARD DRAINAGE IMPROVEMENTS.

Mr. Shawn O’Leary, Director of Public Works, said the Noun Hotel submitted an application for rezoning property on April 6, 2020; the Planning Commission approved the rezoning by a vote of five to three on May 14, 2020; First Reading of Ordinance O-1920-52 to have the subject property removed from the Center City Form Based Code (CCFBC) and placed in Center City Planned Unit Development (CCPUD) was held June 9, 2020; Ordinance O-1920-52 was approved by Council in a seven to two vote on July 14, 2020; Staff met with the developer and their engineer to discuss drainage issues on August 9, 2021; and Staff met with the developer and their engineer for further discussion regarding drainage issues on February 7, 2022.

Mr. O’Leary said there were more options in August 2021, than today because the hotel will be finished and open for business August 2022. He said the engineer did not come back with a proposed plan until six months after the August 2021, discussions.

The Noun Hotel has an 85% impervious area with Low Impact Development (LID) features to compensate for impervious areas that include in-ground detention, water quality chambers, bio-retention, oil and debris removal, and pervious pavers. The hotel’s stormwater system will connect to the storm sewer system on University Boulevard. The concern is that water is ponding in gutter lines during rain events on University Boulevard causing flooding of the street and the additional stormwater from the hotel will only add to the issue.

Mr. O’Leary highlighted options for City participation that include 1) Declaring an emergency under Article XII, Section Five - this is not an emergency necessary to protect health or safety; 2) Conventional design/bid/build – could not complete the improvements in timeframe necessary for completion of the hotel; 3) Center City Form Based Code Project Tax Increment Finance District – could not complete the improvements in timeframe necessary for completion of the hotel; and 4) a change order on an existing contract with Rudy Construction - would currently be the best option.

Mr. Scott Sturtz, City Engineer, said public stormwater system enhancements would need coordination with Noun Hotel in a shared stormwater pipeline system. The Noun Hotel project engineer prepared the engineering plans and work can be expedited using City forces and the current Porter/Acres Intersection contract. The Line Maintenance Division will perform water line relocation and a change order will be added to the contract with Rudy Construction for the Porter and Acres Intersection Improvements to install inlets and storm pipeline as well as repair streets, driveways, and curbs on University Boulevard. He said stormwater capital funds in an amount of \$195,533.80 might be used as well as utilizing surplus funds in the Lake Thunderbird Total Maximum Daily Load (TMDL) Monitoring Project.

There was consensus among Council to move forward with a change order.

Item 5, continued:

Items submitted for the record

1. PowerPoint presentation entitled, "University Boulevard Stormwater Improvements Noun Hotel," City Council Study Session dated March 1, 2022

The meeting was adjourned at 9:10 p.m.

ATTEST:

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City Clerk

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Mayor



## CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, May 10, 2022 at 6:30 PM

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

## 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

**Mayor Clark called the meeting to order at 6:30 p.m.**

### ROLL CALL

#### PRESENT

Mayor Breea Clark  
Councilmember Ward 2 Lauren Schueler  
Councilmember Ward 3 Kelly Lynn  
Councilmember Ward 4 Lee Hall  
Councilmember Ward 5 Rarchar Tortorello  
Councilmember Ward 7 Stephen Holman  
Councilmember Ward 8 Matthew Peacock

#### ABSENT

Councilmember Ward 1 Brandi Studley  
Councilmember Ward 6 Elizabeth Foreman

### PLEDGE OF ALLEGIANCE

**Mayor Clark led the Pledge of Allegiance**

**APPROVAL OF MINUTES**

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

- CITY COUNCIL CONFERENCE MINUTES OF AUGUST 24, 2021
- CITY COUNCIL STUDY SESSION MINUTES OF JANUARY 4, 2022
- CITY COUNCIL MINUTES OF MARCH 22, 2022
- NORMAN UTILITIES AUTHORITY MINUTES OF MARCH 22, 2022
- NORMAN MUNICIPAL AUTHORITY MINUTES OF MARCH 22, 2022
- NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MARCH 22, 2022

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Hall.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated May 10, 2022, from Brenda Hall, City Clerk
- 2. City Council Conference minutes of August 24, 2021
- 3. City Council Study Session minutes of January 4, 2022
- 4. City Council minutes of March 22, 2022
- 5. Norman Utilities Authority minutes of March 22, 2022
- 6. Norman Municipal Authority minutes of March 22, 2022
- 7. Norman Tax Increment Finance Authority minutes of March 22, 2022

**The Minutes were Approved.**

\* \* \* \* \*

**AWARDS AND PRESENTATIONS**

2. RECOGNITION OF THE 2021-2022 NORMAN YOUTH COUNCIL

Mayor Clark and Jeanne Snider, Assistant City Attorney, recognized the following students:

- |                  |                  |              |
|------------------|------------------|--------------|
| Jackson Baden    | Jaxon Horn       | Aimee Ringer |
| Noah Bui         | Williams Nichols | Irie Rogers  |
| Daniel Dobson    | Aspen Osgood     | Jaxon Voto   |
| Destiney Hopkins | Harrison Powers  |              |

Items submitted for the record

- 1. Staff Report dated May 10, 2022, from Jeanne Snider, Assistant City Attorney

\* \* \* \* \*

**PROCLAMATIONS**

3. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-32: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, MAY 21, 2022, AS KIDS TO PARKS DAY IN THE CITY OF NORMAN.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated May 10, 2022, from Jason Olsen, Director of Parks and Recreation
2. Proclamation P-2122-32

Participants in discussion

1. Ms. Ryleigh Hawley and Ms. Adeline Christopher, students from Monroe Elementary School, accepted the proclamation and thanked the Council

**Receipt of Proclamation P-2122-32 was Acknowledged.**

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4. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-36: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2022, AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH IN THE CITY OF NORMAN, OKLAHOMA.

Motion made by Councilmember Ward 2 Schueler, Seconded by Councilmember Ward 7 Holman.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated May 10, 2022, from Cinthya Allen, Chief Diversity and Equity Officer
2. Proclamation P-2122-36

Participants in discussion

1. Mr. Cody Thach, Coordinator of Asian American Programs and Services, University of Oklahoma Office of Student Life, accepted the proclamation and thanked the Council

**Receipt of Proclamation P-2122-36 was Acknowledged.**

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5. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-37: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2022, AS JEWISH AMERICAN HERITAGE MONTH IN THE CITY OF NORMAN, OKLAHOMA.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated May 10, 2022, from Cinthya Allen, Chief Diversity and Equity Officer
- 2. Proclamation P-2122-37

Participants in discussion

- 1. Mr. Alan Levenson, Schusterman/Josey Chair of Jewish History Director, Schusterman Center for Judaic and Israel Studies, University of Oklahoma Department of History, accepted the proclamation and thanked the Council

**Receipt of Proclamation P-2122-37 was Acknowledged.**

\* \* \* \* \*

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-38: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, MAY 15, 2022, AS PEACE OFFICERS MEMORIAL DAY AND THE WEEK OF MAY 15 THROUGH MAY 21, 2022, AS NATIONAL POLICE WEEK IN THE CITY OF NORMAN.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Hall.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated May 10, 2022, from Brenda Hall, City Clerk
- 2. Proclamation P-2122-38

Participants in discussion

- 1. Mr. Kevin Foster, Police Chief, accepted the proclamation and thanked the Council

**Receipt of Proclamation P-2122-38 was Acknowledged.**

\* \* \* \* \*

7. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-41: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 1 THROUGH MAY 7, 2022, AS INTERNATIONAL COMPOST AWARENESS WEEK IN THE CITY OF NORMAN.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Hall.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated May 10, 2022, from Michelle Chao, Stormwater Program Specialist, City of Norman
- 2. Proclamation P-2122-41

Participants in discussion

- 1. Ms. Michelle Chao, Stormwater Program Analyst for the City of Norman, and member of the Oklahoma Compost and Sustainability Association, accepted the proclamation and thanked the Council

**Receipt of Proclamation P-2122-41 was Acknowledged.**

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8. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-42: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2022, AS BIKE MONTH AND FRIDAY, MAY 20, 2022, AS BIKE-TO-WORK DAY IN THE CITY OF NORMAN.

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 4 Hall.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated May 10, 2022, from Jason Olsen, Director of Parks and Recreation
- 2. Proclamation P-2122-42

Participants in discussion

- 1. Mr. David Riesland, Transportation Engineer, City of Norman, acting on behalf of the Bicycle Committee, accepted the proclamation and thanked the Council

**Receipt of Proclamation P-2122-42 was Acknowledged.**

\* \* \* \* \*

- 9. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF PROCLAMATION P-2122-43: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 9 THROUGH MAY 13, 2022, AS ECONOMIC DEVELOPMENT WEEK IN THE CITY OF NORMAN.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated May 10, 2022, from Brenda Hall, City Clerk
- 2. Proclamation P-2122-43

Participants in discussion

- 1. Mr. Lawrence McKinney, Executive Director for Norman Economic Development Coalition, accepted the proclamation and thanked the Council

**Receipt of Proclamation P-2122-43 was Acknowledged.**

\* \* \* \* \*

**COUNCIL ANNOUNCEMENTS**

Citizens Academy. Councilmember Schueler said that the City of Norman is sponsoring a Citizens Academy, which she wishes she could have attended before becoming a Councilmember. She said those who participate will be visiting different departments and learn a lot about the different roles each department head plays. She said the application is available on the website and people can apply until June 20 or until the positions are filled.

Councilmember Hall said she is pleased the City is moving forward with the Citizens Academy. She said she had been interested in how the City operated from a neighborhood perspective. She said she became involved in multiple boards and commissions to see how City government worked and encouraged everyone who has an interest in learning more about how a City works day in and day out to consider volunteering their time.

Mayor Clark thanked Ms. Cinthya Allen, Chief Diversity and Equity Officer, and Tiffany Vrska, Chief Communications Officer, for organizing the Citizens Academy.

\*

Ward Two Council Seat. Councilmember Schueler said Wednesday, May 11, would be her one-year anniversary as a Councilmember. She said she will be sworn in again in July for her first full term as Councilmember and is looking forward to serving.

\*

Council Announcements, continued:

Diversity Roundtable. Councilmember Hall reminded everyone that applications for the Diversity Roundtable are available until May 30. She said the purpose of this Roundtable is to bring residents together for intentional relationship building with our diverse community through engagement and education. She said applications are available on the website and on the City of Norman Facebook Page.

\*

Second Friday Art Walk. Councilmember Hall said the Second Friday Art Walk in historic Downtown Norman is Friday, May 13th, at 6:00 p.m. She congratulated the Oscillator Press for their first year anniversary which they will celebrate during the Art Walk.

\*

Virtue Center. Councilmember Hall said the Virtue Center "Smash the Stigma" campaign will be kicked off at the Second Friday Art Walk on Friday and at the June Art Walk. She said there would be activities to help people let go of any stereotypes or shame associated with addiction and/or mental health challenges. She said the Virtue Center has contributed to our community in so many positive ways and this is a way to highlight the work they do.

\*

Tecumseh Road and 48th Avenue N.E. Councilmember Tortorello said there have been 12 accidents since 2015 at the intersection of Tecumseh Road and 48th Avenue N.E. He said several constituents have asked him if the two-way stop could be changed to a four-way stop and he thanked Mr. Shawn O'Leary, Director of Public Works, and Mr. David Riesland, Transportation Engineer, for making that happen.

\*

Special Events in Norman. Councilmember Holman said both the Norman Music Festival and Norman Pride were very successful events and it was wonderful to see so many people downtown and at Andrews Park. He appreciates all of the people who worked to bring back these events after COVID.

\*

End of School Year. Councilmember Holman reminded everyone that the end of the school year is coming soon. He said his neighborhood would be much quieter after the University students leave.

\*

OU Graduation. Councilmember Holman congratulated his cousin, Kayla, who is graduating from the University of Oklahoma, and will be leaving for her new job in New York City.

Mayor Clark announced the University of Oklahoma graduation is this weekend. She said there will be many people in town and urged people to be patient during all of the traffic.

\*

Council Announcements, continued:

Peace Officers Memorial. Councilmember Holman urged residents to attend the Peace Officers Memorial on Sunday, May 15, at Legacy Park.

\*

Resurfacing Project on 12th Avenue S.E. Councilmember Holman said he has received questions regarding a resurfacing project on 12th Avenue S.E. south of Cedar Lane that is part of the Sage Cobblestone Project. He said a voter approved Street Maintenance Bond Project will resurface 12th Avenue S.E. from Cedar Lane south to the end of the road.

\*

Sutton Wilderness Cleanup Event. Councilmember Peacock announced there would be a Joint Ward 6/Ward 8 cleanup event at Sutton Wilderness on Saturday, May 21, starting at 8:00 a.m. He said the City of Norman would be providing trash bags and gloves.

\*

Styrofoam Collection. Mayor Clark said there is a Styrofoam Collection Event on Saturday, May 21, from 10:00 a.m. to noon at the Transfer Station located at 3901 South Chautauqua Avenue.

\*

After School for All. Mayor Clark said Thursday, May 12, is the “After School for All” event at Loveworks, 151 12th Avenue S.E., from 4:00-6:30 p.m. She said the event is free-of-charge.

\*

Summer Breeze. Mayor Clark said Summer Breeze returns on Sunday, May 15, at Lion's Park, at 7:30 p.m.

\*

Outdoor Movie Series. Mayor Clark announced that the Outdoor Movie Series is returning Friday, May 20, at Lion's Park. She said the schedule of movies is on the City website. She said there would also be movies at Westwood Aquatic Center.

\*

**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 10 through Item 21 be placed on the consent docket.

Consent Docket, continued:

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items 10 through 21 were placed on the Consent Docket

\*

**First Reading Ordinance**

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-41 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTH OF 1700 NORTH PORTER AVENUE)

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated May 10, 2022, from Jane Hudson, Director of Planning and Community Development
- 2. Ordinance O-2122-41
- 3. Application for Simple Planned Unit Development submitted February 21, 2022, and revised April 7, 2022, for Avadon Terrace Addition, a Simple Planned Unit Development, prepared by Landes Engineering with Exhibit A, Legal Description of the Property; Exhibit B, Site Development Plan; and Exhibit C, Allowable Uses
- 4. Location map
- 5. City of Norman Predevelopment Summary PD22-5 dated March 24, 2022, from Fred Thomas IV, Hampton Homes, L.L.C., for property located generally north of 1700 North Porter Avenue
- 6. Planning Commission Staff Report dated April 14, 2022
- 7. Pertinent excerpts from Planning Commission minutes of April 14, 2022

**Ordinance O-2122-41 was Adopted on First Reading by Title**

\* \* \* \* \*

11. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF ORDINANCE O-2122-45 UPON READING BY TITLE:: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, SECTION 1 OF THE CHARTER OF THE CITY OF NORMAN BY INCREASING THE STIPEND RECEIVED BY COUNCILMEMBERS AND THE MAYOR AND CREATING A COMPENSATION COMMISSION; AMENDING SECTIONS 2, 5, 6, AND 14 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO INCREASE COUNCILMEMBER TERMS FROM TWO TO THREE YEARS BEGINNING WITH THE 2026 ELECTIONS, CHANGING THE BEGINNING OF THE COUNCILMEMBER AND MAYORAL TERMS TO FOLLOW THE DESIGNATED RUN-OFF ELECTION DATE BEGINNING WITH THE 2025 WARD ELECTIONS AND THE 2028 MAYORAL ELECTION, AND REQUIRING WARD REPRESENTATIVES TO LIVE IN THE WARD SIX MONTHS PRIOR TO SEEKING ELECTION AND PROVIDING EXCEPTIONS WHEN WARD BOUNDARIES CHANGE; AMENDING SECTION 22 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO CLARIFY THAT VACANCIES ON COUNCIL FILLED BY COUNCIL VOTE SHALL BE FILLED FOR THE REMAINDER OF THE TERM IN QUESTION; ADDING ARTICLE V PROVIDING FOR THE CREATION OF THE OFFICE OF THE CITY AUDITOR, PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY AUDITOR BY CITY COUNCIL, SETTING FOR THE DUTIES OF THE CITY AUDITOR, AND PROVIDING FOR THE RENUMBERING OF SUBSEQUENT ARTICLES; AMENDING SECTION 2 OF ARTICLE VII PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY ATTORNEY BY CITY COUNCIL INSTEAD OF THE CITY MANAGER; AMENDING SECTION 1 OF ARTICLE IX TO INCREASE THE NUMBER OF BOARD MEMBERS ON THE NORMAN REGIONAL HOSPITAL AUTHORITY FROM NINE TO ELEVEN AND ALLOWING A MAXIMUM OF TWO BOARD MEMBERS TO BE APPOINTED FROM OTHER COMMUNITIES; AMENDING SECTIONS 1, 2, 3, 4 AND 5 OF ARTICLE XIII OF THE CHARTER OF THE CITY OF NORMAN TO LIMIT THE TIME OF COMMENCING RECALL PROCEEDINGS, TO MODIFY THE PROCESS TO BE CONSISTENT OKLAHOMA STATE LAW, AND TO ALLOW FOR ADDITIONAL TIME TO REVIEW PETITIONS WHEN MULTIPLE PETITIONS ARE RECEIVED; AMENDING SECTION 2 OF ARTICLE XVI TO ALLOW CITY COUNCIL TO IMPOSE A MAXIMUM THREE PERCENT (3%) INCREASE IN UTILITY RATES ONLY AFTER A RATE STUDY AND A RECOMMENDATION FROM A UTILITY RATE COMMISSION; AND AMENDING SECTIONS 2, 3, 4 AND 5 OF ARTICLE XX MODIFYING DEADLINES AND PROCESS FOR THE REAPPORTIONMENT AD HOC COMMITTEE IN CONSIDERATION OF THE STATE'S TIMELINE FOR MODIFYING PRECINCT BOUNDARIES AND LIMITING COUNCIL'S ACTION ON THE COMMITTEE'S RECOMMENDATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated May 10, 2022, from Kathryn Walker, City Attorney
2. Ordinance O-2122-45
3. Legislatively notated copy of Ordinance O-2122-45

**Ordinance O-2122-45 was Adopted on First Reading by Title**

\* \* \* \* \*



12. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR

POSTPONEMENT OF ORDINANCE O-2122-46 UPON FIRST READING BY TITLE:

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, ON THE 23RD DAY OF AUGUST, 2022, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF NORMAN THE QUESTION OF APPROVING OR REJECTING ORDINANCE O-2122-45, WHICH ORDINANCE AMENDS ARTICLE II, SECTION 1 OF THE CHARTER OF THE CITY OF NORMAN BY INCREASING THE STIPEND RECEIVED BY COUNCILMEMBERS AND THE MAYOR AND CREATING A COMPENSATION COMMISSION; AMENDS SECTIONS 2, 5, 6, AND 14 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO INCREASE COUNCILMEMBER TERMS FROM TWO TO THREE YEARS BEGINNING WITH THE 2026 ELECTIONS, CHANGING THE BEGINNING OF THE COUNCILMEMBER AND MAYORAL TERMS TO FOLLOW THE DESIGNATED RUN-OFF ELECTION DATE BEGINNING WITH THE 2025 WARD ELECTIONS AND THE 2028 MAYORAL ELECTION, AND REQUIRING WARD REPRESENTATIVES TO LIVE IN THE WARD SIX MONTHS PRIOR TO SEEKING ELECTION AND PROVIDING EXCEPTIONS WHEN WARD BOUNDARIES CHANGE; AMENDS SECTION 22 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN TO CLARIFY THAT VACANCIES ON COUNCIL FILLED BY COUNCIL VOTE SHALL BE FILLED FOR THE REMAINDER OF THE TERM IN QUESTION; ADDS ARTICLE V PROVIDING FOR THE CREATION OF THE OFFICE OF THE CITY AUDITOR, PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY AUDITOR BY CITY COUNCIL, SETTING FOR THE DUTIES OF THE CITY AUDITOR, AND PROVIDING FOR THE RENUMBERING OF SUBSEQUENT ARTICLES; AMENDS SECTION 2 OF ARTICLE VII PROVIDING FOR THE APPOINTMENT AND REMOVAL OF THE CITY ATTORNEY BY CITY COUNCIL INSTEAD OF THE CITY MANAGER; AMENDS SECTION 1 OF ARTICLE IX TO INCREASE THE NUMBER OF BOARD MEMBERS ON THE NORMAN REGIONAL HOSPITAL AUTHORITY FROM NINE TO ELEVEN AND ALLOWING A MAXIMUM OF TWO BOARD MEMBERS TO BE APPOINTED FROM OTHER COMMUNITIES; AMENDS SECTIONS 1, 2, 3, 4 AND 5 OF ARTICLE XIII OF THE CHARTER OF THE CITY OF NORMAN TO LIMIT THE TIME OF COMMENCING RECALL PROCEEDINGS, TO MODIFY THE PROCESS TO BE CONSISTENT OKLAHOMA STATE LAW, AND TO ALLOW FOR ADDITIONAL TIME TO REVIEW PETITIONS WHEN MULTIPLE PETITIONS ARE RECEIVED; AMENDS SECTION 2 OF ARTICLE XVI TO ALLOW CITY COUNCIL TO IMPOSE A MAXIMUM THREE PERCENT (3%) INCREASE IN UTILITY RATES ONLY AFTER A RATE STUDY AND A RECOMMENDATION FROM A UTILITY RATE COMMISSION; AND AMENDS SECTIONS 2, 3, 4 AND 5 OF ARTICLE XX MODIFYING DEADLINES AND PROCESS FOR THE REAPPORTIONMENT AD HOC COMMITTEE IN CONSIDERATION OF THE STATE'S TIMELINE FOR MODIFYING PRECINCT BOUNDARIES AND LIMITING COUNCIL'S ACTION ON THE COMMITTEE'S RECOMMENDATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.



Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock  
Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated May 10, 2022, from Kathryn Walker, City Attorney
2. Ordinance O-2122-46
3. Special Election Proclamation and Notice of Election

**Ordinance O-2122-46 was Adopted on First Reading by Title**

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**Reports/Communications**

13. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER’S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated May 10, 2022, from Brenda Hall, City Clerk
2. Memorandum dated April 14, 2022, from Nathan Madenwald, P.E., Utilities Engineer, through Chris Mattingly, P.E., Director of Utilities, to Darrel Pyle, City Manager
3. Change Order No. 5 to Contract K-1920-73
4. Change Order No. 1 to Contract K-2021-10
5. Memorandum dated April 26, 2022, from Michele Loudenback, Environmental and Sustainability Manager, through Chris Mattingly, Director of Utilities, to Darrel Pyle, City Manager
6. Contract K-2122-122 with Attachment A, Schedule; Attachment B, Scope of Services; and Attachment C, Compensation

**The City Manager’s Contract and Change Order Report was Submitted and Approved.**

\* \* \* \* \*

- 14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-10: FOR ECHAD WAY ESTATES WITH A VARIANCE IN THE PRIVATE ROAD WIDTH REQUIREMENT FROM 20-FEET TO 12-FEET AND EASEMENT E-2122-61 (LOCATED ONE-HALF MILE EAST OF 84TH AVENUE N.E. ON THE NORTH SIDE OF TECUMSEH ROAD.)

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated May 10, 2022, from Ken Danner, Subdivision Development Manager
- 2. Norman Rural Certificate of Survey COS-2122-10
- 3. Easement E-2122-61
- 4. Location map
- 5. Letter requesting variance dated December 29, 2021, from Timothy G. Pollard, PLS, Pollard and Whited Surveying, Inc., to City of Norman Planning Commission
- 6. Planning Commission Staff Report dated February 10, 2022
- 7. Greenbelt Commission Final Comments
- 8. Pertinent excerpts from Planning Commission minutes of February 10, 2022

**Certificate of Survey COS-2122-10 was Approved and Easement E-2122-61 was Accepted.**

\* \* \* \* \*

- 15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-12: FOR HALEY ESTATES II AND EASEMENTS E-2122-62, E-2122-63, AND E-2122-64. (LOCATED AT THE NORTHWEST CORNER OF LINDSEY STREET AND 60TH AVENUE SE.)

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Item 15, continued:

Items submitted for the record

1. Staff Report dated May 10, 2022, from Ken Danner, Subdivision Development Manager
2. Norman Rural Certificate of Survey COS-2122-12
3. Easement E-2122-62 with Exhibit "A", location map and legal description
4. Easement E-2122-63 with Exhibit "A", location map and legal description
5. Easement E-2122-64 with Exhibit "A", location map and legal description
6. Location map
7. Planning Commission Staff Report dated March 10, 2022
8. Greenbelt Commission Final Comments
9. Pertinent excerpts from Planning Commission minutes of March 10, 2022

**Certificate of Survey COS-2122-12 was Approved and Easements E-2122-62, E-2122-63 and E-2122-64 were Accepted.**

\* \* \* \* \*

### **Contracts**

16. CONSIDERATION OF AUTHORIZATION, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EXPENDITURE NO ONE UNDER CONTRACT K-1920-63: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE MCKINNEY PARTNERSHIP ARCHITECTS, P.C., IN THE AMOUNT OF \$111,475 TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE RENOVATION OF REAL PROPERTY LOCATED AT 320 EAST COMANCHE STREET.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated May 10, 2022, from Taylor Johnson, Transit and Parking Program Manager
2. Letter dated October 23, 2019, dated October 23, 2019, from Nathan Madenwald, P.E., Capital Projects Engineer, to Mr. Richard S. McKinney, Jr., AIA, The McKinney Partnership Architects, P.C.
3. Contract K-1920-63
4. The McKinney Partnership Architects Hourly Billing Rates
5. Letter dated May 2, 2022, from Richard S. McKinney, Jr., AIA, President, The McKinney Partnership Architects, to Taylor Johnson, Transit and Parking Program Manager, with Attachment A, Hourly Billing Rates, and Attachment B, Proposal Overall Project Schedule

Item 16, continued:

Items submitted for the record, continued

6. Memorandum dated April 28, 2022, from James Gamez. Nelson Nygaard, to Rick McKinney, AIA, The McKinney Partnership Architects
7. Land Title Survey

**Expenditure No One under Contract K-1920-63 was Approved**

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17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2122-3: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RDNJ, L.L.C., D/B/A A-TECH PAVING, DECREASING THE CONTRACT AMOUNT BY \$28,073.69 FOR A REVISED AMOUNT OF \$825,812.30 FOR THE URBAN CONCRETE PROJECT, FYE 2022 LOCATIONS, BID 2, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$41,256.72.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated May 10, 2022, from Joseph Hill, Streets Program Manager
2. Change Order No. Two to Contract K-2122-3
3. Contract K-1920-63

**Change Order No. Two to Contract K-2122-3 and Final Acceptance of the Project were Approved.**

\* \* \* \* \*

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF BID 2122-54; CONTRACT K-2122-95: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EMC SERVICES, INC., IN THE AMOUNT OF \$169,619 FOR THE FLOOD AVENUE SIDEWALK CONSTRUCTION PROJECT FROM GRAY STREET TO DAKOTA STREET, PERFORMANCE BOND B-2122-68, STATUTORY BOND B-2122-69, MAINTENANCE BOND MB-2122-50, AND RESOLUTION R-2122-90 GRANTING TAX-EXEMPT STATUS.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Item 18, continued:

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated May 10, 2022, from Mike Rayburn, Capital Projects Engineer
2. Tabulation of Bids dated April 7, 2022, for the FYE 2022 Flood Avenue (Gray Street to Dakota Street) Sidewalks Project
3. Contract K-2122-95
4. Performance Bond B-2122-67
5. Statutory Bond B-2122-68
6. Maintenance Bond MB-2122-50
7. Resolution R-2122-90
8. Project location map

**The Bid was Awarded to EMC Services, Inc., the Contract and Bonds were Approved, and Resolution R-2122-90 was Adopted.**

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19. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$75,000 FROM THE NATIONAL ASSOCIATION OF CITY AND COUNTY HEALTH OFFICIALS (NACCHO) TO SUPPORT THE EFFORTS OF THE MEDICAL RESERVE CORPS VOLUNTEER PROGRAM FOR THE FIRE DEPARTMENT IN COLLABORATION WITH THE CLEVELAND COUNTY HEALTH DEPARTMENT, APPROVAL OF CONTRACT K-2122-124; AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated May 10, 2022, from David Grizzle, Emergency Management Coordinator
2. Award of Grant dated April 1, 2022, from Kathy Deffer, Director. Preparedness, National Association of County and City Health Officials
3. Certification of Non-Debarment or Suspension
4. MRC COVID-19, Respond, Innovate, Sustain, Equip (RISE) Awards
5. Contract K-2122-124

**The Grant was Accepted and Contract K-2122-124 and the Budget Transfer were Approved.**

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20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1920-49: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND STANTEC CONSULTING SERVICES, INC., INCREASING THE CONTRACT AMOUNT BY \$302,134.25 FOR A REVISED CONTRACT AMOUNT OF \$576,156.56 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE TRAFFIC MANAGEMENT CENTER AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated May 10, 2022, from David Riesland, Transportation Engineer
- 2. Amendment No. One to Contract K-1920-49
- 3. Cost Estimate for TMC Design at HR Building
- 4. Floor Plan
- 5. Enlarged Floor Plan
- 6. Integrated Traffic Operations Console (TOC) Rendering
- 7. Contract K-1920-49 with Attachment A, Scope of Services; Attachment B, Project Schedule; Attachment C, Compensation; and Attachment D, Owner's Responsibilities

**Amendment No. One to Contract K-1920-49 and the Budget Transfer were Approved.**

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**Resolutions**

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-115: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, SUPPORTING THE EXISTING HEARTLAND FLYER RAIL SERVICE AND THE EXPANSION OF AMTRAK PASSENGER RAIL SERVICE IN OKLAHOMA AND KANSAS.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Item 21, continued:

Items submitted for the record

1. Staff Report dated May 10, 2022, from Taylor Johnson, Transit and Parking Program Manager
2. Resolution R-2122-115

**Resolution R-2122-115 was Adopted.**

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### **Approval of the Consent Docket**

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello

Voting Yea: Mayor Clark, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

**This is the end of the Consent Docket. Item 10 through Item 21 were approved on the Consent Docket.**

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22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-116: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$5,700,000 FROM THE GENERAL FUND BALANCE; \$100,000 FROM THE CENTER CITY TAX INCREMENT FINANCE DISTRICT FUND BALANCE; \$1,922,372 FROM THE NORMAN FORWARD FUND BALANCE; TRANSFERRING \$25,000 FROM THE FIRE STATION 1, 2, AND 4 PROJECT; REDUCING APPROPRIATIONS FROM THE NORMAN FORWARD FUND BALANCE BY \$10,290,817, AND REDUCING APPROPRIATIONS FROM THE WATER RECLAMATION FUND BALANCE BY \$3,300,000 IN ORDER TO COMPLETE SEVERAL ONGOING PROJECTS AND TO MOVE SURPLUS FUNDS FROM COMPLETED PROJECTS.

**Acting as the City of Norman, Norman Municipal Authority, and Norman Utilities Authority**

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Voting Nay: Councilmember Ward 3 Lynn

Item 22, continued:

Items submitted for the record

- 1. Staff Report dated May 10, 2022, from Anthony Francisco, Finance Director
- 2. Resolution R-2122-116

Participants in discussion

- 1. Mr. Darrel Pyle, City Manager
- 2. Mr. Dan Munson, Ward 6, proponent

**Resolution R-2122-116 was Adopted.**

\* \* \* \* \*

**MISCELLANEOUS COMMENTS**

Public Safety Study. Mr. Dan Munson, Ward 6, said he supported moving forward with the Public Safety Study. He has read a number of Public Safety Studies from all over the country and learned there are some efficiencies that can be made. He said response time is really delayed in Ward 5. He suggested putting a combined fire department and Emergency Medical Services facility in Ward 5 as well as an Eastside Police Station. He said something that could be added to the study would be peak accident times to determine what resources are needed because a fatality accident can shut down a street for hours. He said Denton, Texas, has done a study about their police department and encouraged everyone to look at this study.

**ADJOURNMENT**

**The Meeting Adjourned at 8:00 p.m.**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**



**File Attachments for Item:**

2. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-1: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2022, AS WATER'S WORTH IT™ MONTH IN THE CITY OF NORMAN



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/12/2022

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brea Clark, Mayor

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-2: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2022, AS WATER'S WORTH IT™ MONTH IN THE CITY OF NORMAN

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# Proclamation

P-2223-1

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2022, AS WATER’S WORTH IT™ MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, WATER’S WORTH IT™ Month is being promoted by the Environmental Control Advisory Board to help increase community awareness of Norman’s most precious natural resource; and
- § 2. WHEREAS, WATER’S WORTH IT™ is a campaign by the Water Environment Federation to help answer questions about how our actions, attitudes, and the things we most value are closely connected with water; and
- § 3. WHEREAS, WATER’S WORTH IT™ Month is one of the many ways to help promote the protection of Norman’s water by increasing educational efforts by including educational posts on various social media and electronic platforms, information in newspapers and literature showing citizens how to conserve and protect water; and
- § 4. WHEREAS, WATER’S WORTH our respect, communities are built on water; and.
- § 5. WHEREAS, WATER’S WORTH our effort, clean water is everyone’s responsibility; and
- § 6. WHEREAS, WATER’S WORTH our health, water is life; and
- § 7. WHEREAS, WATER’S WORTH our future, dealing with an aging infrastructure; and
- § 8. WHEREAS, WATER’S WORTH our passion as we find solutions for the 21st Century; and
- § 9. WHEREAS, the protection and conservation of Norman’s water improves the quality of life by having a cleaner and more abundant supply of water now and in the future and reduces the cost of water and wastewater treatment.

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

- § 10. Do hereby proclaim the month of July, 2022, as WATER’S WORTH IT™ Month and call upon all citizens and civic organizations to become knowledgeable and acquaint themselves with the problems involved in maintaining safe water.

PASSED AND APPROVED this 12th day of July, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**File Attachments for Item:**

3. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-2: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2022, AS LAKES APPRECIATION MONTH AND THE WEEK OF JULY 25TH AS LOVE YOUR LAKE WEEK IN THE CITY OF NORMAN



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/12/2022

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brea Clark, Mayor

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-2: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2022, AS LAKES APPRECIATION MONTH AND THE WEEK OF JULY 25TH AS LOVE YOUR LAKE WEEK IN THE CITY OF NORMAN

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A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY 2022 AS LAKES APPRECIATION MONTH AND THE WEEK OF JULY 25TH AS LOVE YOUR LAKE WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, Oklahoma’s landscape is home to more than 200 lakes and reservoirs, with more miles of shoreline than the Gulf of Mexico and Atlantic Ocean shorelines combined; and
- § 2. WHEREAS, these bodies of water are among Oklahoma’s most valuable natural resources; and
- § 3. WHEREAS, Oklahoma lakes and reservoirs and their beneficial uses play an important role in Oklahoma’s history, growth, and financial well-being; and
- § 4. WHEREAS, Lake Thunderbird provides a large source of fresh water for drinking water, irrigation, energy, recreation, scenic beauty, and habitat for wildlife; and
- § 5. WHEREAS, Oklahoma’s lakes and reservoirs improve the quality of life for our residents and it is crucial to protect them for future generations; and
- § 6. WHEREAS, the Lake Thunderbird Watershed Alliance (LTWA) was established in 2020 to work collaboratively with residents, communities and other stakeholders to protect the water quality and quantity of Lake Thunderbird; and
- § 7. WHEREAS, LTWA is working in cooperation with a wide variety of partners including Lake Thunderbird State Park, Thunderbird Sailing Club, the City of Norman, and other surrounding cities to educate the public about the lake and its watershed.

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

- § 8. Do hereby proclaim the month of July 2022 as Lakes Appreciation Month and the week of July 25th as Love Your Lake Week in the City of Norman, Oklahoma, and invite all citizens to join me in this special observance.

PASSED AND APPROVED this 12th day of July, 2022.

\_\_\_\_\_  
Mayor

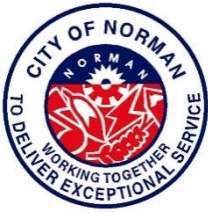
ATTEST:

\_\_\_\_\_  
City Clerk



**File Attachments for Item:**

4. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/12/2022

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

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Date: June 27, 2022

To: Darrell Pyle, City Manager

Through: Chris Mattingly, P.E., Director of Utilities *CM*

From: Rachel Croft, Staff Engineer *RC*

Subject: Contract K-2021-61 – Change Order No. 1  
Project WA0354 Phase II Porter Avenue Waterline Replacement

On February 22, 2022, the Norman Utilities Authority approved Contract K-2122-48 with Cimarron Construction Company LLC for the construction of Project WA0354 – Phase II Porter Ave Waterline Replacement in the amount of \$2,039,328.00. The project will install approximately 4,893 feet of 6, 8, and 12-inch water line between Alameda Street and Gray Street and between Rich Street and Robinson Street. This project is being completed prior to surface improvements that are part of the Public Works Department Porter Ave Streetscape project. Replacement of these waterlines will reduce the likelihood that the surface improvements have to be removed and replaced for any future waterline replacement work.

During construction of the project, contaminated soils from leaking underground storage tanks were discovered at multiple intersections. These intersections require the use of special fittings and gaskets to protect the water supply in the new line. In addition, HDPE service lines will be replaced with copper service lines for this same reason, and one street crossing being changed from a bore with casing using C900 PVC to a horizontal direction drill method with fusible PVC for easier installation. This change order creates new pay items to facilitate the work required to accommodate the change of materials needed.

The overall change to the contract price is \$25,285.00 or 1.24 percent over the original contract price of \$2,039,328.00 for a new contract price of \$2,064,613.00. There is \$105,808.64 available in the project account (WA0354-CONST) 31996683-46101, which is sufficient for funding this change order. Pursuant to Resolution No. R-1112-55 since the change order is less than \$40,000, the City Manager may approve this item and approval by the City Council is not required. Approval of Change Order No. 1 is recommended.

cc: Nathan Madenwald, P.E., Utilities Engineer  
Brenda Hall, City Clerk  
File

office memorandum

NORMAN UTILITIES AUTHORITY  
 CITY OF NORMAN  
 CLEVELAND COUNTY, OKLAHOMA

DATE:  
 CHANGE ORDER NO.: One (1)  
 CONTRACT NO.: K-2122-48  
 PROJECT: WA0354 - Porter Avenue Phase II Waterline Replacement Project  
 CONTRACTOR: Cimarron Construction Company  
 3501 NE 63rd Street, Oklahoma City, OK 73121

	<u>Contract Time</u>		<u>Contract Amount</u>	
ORIGINAL:	123	calendar days	\$2,039,328.00	
PREVIOUS CHANGE ORDERS:	0	calendar days	\$0.00	
THIS CHANGE ORDER:	0	calendar days	\$25,285.00	1.24%
REVISED AMOUNT:	123	calendar days	\$2,064,613.00	

ORIGINAL START DATE: March 14, 2022  
 ORIGINAL COMPLETION DATE: July 15, 2022  
 PREVIOUS COMPLETION DATE: July 15, 2022  
 NEW COMPLETION DATE: July 15, 2022

DESCRIPTION:	Increase / Decrease (\$)
Item 1: Increase and decrease existing pay items to modify original bid quantities to match as-built conditions.	-32,943.00
Item 2: Create new pay items to accommodate hot soils found in construction site and to change pipe installation method for 40 LF of pipe	58,228.00
Cimarron Construction Company agrees to complete the work as amended and modified by Change Order No. 1 as described above.	

SUBMITTED BY  
 CONTRACTOR: Chris McMurtry  
 Cimarron Construction Company Date: 6-20-22

RECOMMENDED BY  
 ENGINEER: Sean Price  
 Sean Price, P.E., Garver Date: 6-24-22

APPROVED AS TO FORM  
 AND LEGALITY: Pat Boone  
 City Attorney Date: 6/28/22

ACCEPTED BY  
 NORMAN UTILITIES AUTHORITY: [Signature]  
 City Manager Date: 7-5-22

Bid Item	Description	Units	Original Contract		Original Contract Amount	Proposed Quantity Increase/ Decrease	Cost Increase / Decrease	Percent Change
			Amount	Unit Price				
1	{12-INCH} POLYVINYL CHLORIDE PIPE (DR-18) BY OPEN TRENCH	LF	830	\$ 130.00	\$ 107,900.00	0	\$0.00	0%
2	{8-INCH} POLYVINYL CHLORIDE PIPE (DR-18) BY OPEN TRENCH	LF	378	\$ 100.00	\$ 37,800.00	0	\$0.00	0%
3	{6-INCH} POLYVINYL CHLORIDE PIPE (DR-18) BY OPEN TRENCH	LF	152	\$ 85.00	\$ 12,920.00	0	\$0.00	0%
4	{4-INCH} POLYVINYL CHLORIDE PIPE (DR-18) BY OPEN TRENCH	LF	20	\$ 70.00	\$ 1,400.00	0	\$0.00	0%
5	BORING WITH STEEL CASING PIPE {12-INCH CARRIER}	LF	64	\$ 570.00	\$ 36,480.00	0	\$0.00	0%
6	BORING WITH STEEL CASING PIPE {8-INCH CARRIER}	LF	38	\$ 525.00	\$ 19,950.00	-38	-\$19,950.00	-100%
7	FIRE HYDRANT ASSEMBLY	EA	12	\$ 7,400.00	\$ 88,800.00	0	\$0.00	0%
7	REMOVE FIRE HYDRANT	EA	11	\$ 500.00	\$ 5,500.00	0	\$0.00	0%
8	CONSTRUCT FDC CONNECTION	EA	2	\$ 18,600.00	\$ 37,200.00	0	\$0.00	0%
9	16-INCH X 12-INCH TAPPING SLEEVE	EA	1	\$ 6,200.00	\$ 6,200.00	0	\$0.00	0%
10	12-INCH GATE VALVE AND BOX	EA	35	\$ 3,500.00	\$ 122,500.00	0	\$0.00	0%
11	8-INCH GATE VALVE AND BOX	EA	11	\$ 2,100.00	\$ 23,100.00	0	\$0.00	0%
12	6-INCH GATE VALVE AND BOX	EA	3	\$ 1,300.00	\$ 3,900.00	0	\$0.00	0%
13	WET CONNECTION {12-INCH}	EA	10	\$ 4,800.00	\$ 48,000.00	0	\$0.00	0%
14	WET CONNECTION {8-INCH}	EA	2	\$ 3,600.00	\$ 7,200.00	0	\$0.00	0%
15	WET CONNECTION {6-INCH}	EA	7	\$ 2,900.00	\$ 20,300.00	0	\$0.00	0%
16	WET CONNECTION {4-INCH}	EA	1	\$ 1,900.00	\$ 1,900.00	0	\$0.00	0%
17	12-INCH 22.5 DEGREE BEND (MJ)	EA	1	\$ 970.00	\$ 970.00	0	\$0.00	0%
18	12-INCH 45 DEGREE BEND (MJ)	EA	37	\$ 1,500.00	\$ 55,500.00	0	\$0.00	0%
19	12-INCH 90 DEGREE BEND (MJ)	EA	2	\$ 1,500.00	\$ 3,000.00	0	\$0.00	0%
20	8-INCH 90 DEGREE BEND (MJ)	EA	2	\$ 730.00	\$ 1,460.00	0	\$0.00	0%
21	8-INCH 45 DEGREE BEND (MJ)	EA	10	\$ 680.00	\$ 6,800.00	0	\$0.00	0%
22	6-INCH 45 DEGREE BEND (MJ)	EA	8	\$ 526.50	\$ 4,212.00	0	\$0.00	0%
23	4-INCH 45 DEGREE BEND (MJ)	EA	2	\$ 400.00	\$ 800.00	0	\$0.00	0%
24	12-INCH 12-INCH CROSS (MJ)	EA	3	\$ 2,900.00	\$ 8,700.00	0	\$0.00	0%
25	12-INCH X 8-INCH CROSS (MJ)	EA	1	\$ 2,400.00	\$ 2,400.00	0	\$0.00	0%
26	12-INCH X 12-INCH TEE (MJ)	EA	4	\$ 2,000.00	\$ 8,000.00	0	\$0.00	0%
27	12-INCH X 8-INCH TEE (MJ)	EA	4	\$ 1,800.00	\$ 7,200.00	0	\$0.00	0%
28	12-INCH X 8-INCH REDUCER (MJ)	EA	2	\$ 730.00	\$ 1,460.00	0	\$0.00	0%
29	12-INCH X 6-INCH REDUCER (MJ)	EA	2	\$ 700.00	\$ 1,400.00	0	\$0.00	0%
30	8-INCH X 6-INCH REDUCER (MJ)	EA	5	\$ 500.00	\$ 2,500.00	0	\$0.00	0%
31	8-INCH X 4-INCH REDUCER (MJ)	EA	1	\$ 460.00	\$ 460.00	0	\$0.00	0%
32	12-INCH CAP AND PLUG EXISTING WATERLINE(MJ)	EA	18	\$ 2,500.00	\$ 45,000.00	0	\$0.00	0%
33	8-INCH CAP AND PLUG EXISTING WATERLINE (MJ)	EA	2	\$ 1,835.00	\$ 3,670.00	0	\$0.00	0%
34	6-INCH CAP AND PLUG EXISTING WATERLINE (MJ)	EA	7	\$ 1,300.00	\$ 9,100.00	0	\$0.00	0%
35	4-INCH CAP AND PLUG EXISTING WATERLINE (MJ)	EA	1	\$ 1,200.00	\$ 1,200.00	0	\$0.00	0%
36	1-INCH WATER SINGLE SHORT SERVICE (SSS)	EA	8	\$ 2,400.00	\$ 19,200.00	0	\$0.00	0%
37	1.5-INCH WATER SINGLE SHORT SERVICE (SSS)	EA	2	\$ 4,400.00	\$ 8,800.00	0	\$0.00	0%
38	1-INCH WATER SINGLE LONG SERVICE (SLS)	EA	5	\$ 3,200.00	\$ 16,000.00	0	\$0.00	0%
39	1.5-INCH WATER SINGLE LONG SERVICE (SLS)	EA	3	\$ 5,100.00	\$ 15,300.00	0	\$0.00	0%
40	WATER METER RELOCATION	EA	10	\$ 1,000.00	\$ 10,000.00	0	\$0.00	0%
41	REMOVE AND REPLACE ADA TACTILE WARNING	EA	8	\$ 4,300.00	\$ 34,400.00	0	\$0.00	0%
42	REMOVE AND REPLACE RETAINING WALL	LF	30	\$ 130.00	\$ 3,900.00	0	\$0.00	0%
43	REMOVE BOLLARDS AND PROTECTICE RAILING	LS	1	\$ 500.00	\$ 500.00	0	\$0.00	0%
44	PRE-/POST-CONSTRUCTION AUDIO/VIDEO RECORDING	LS	1	\$ 5,000.00	\$ 5,000.00	0	\$0.00	0%
45	SEDIMENT AND EROSION CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	0	\$0.00	0%
46	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$ 52,000.00	\$ 52,000.00	0	\$0.00	0%
47	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LS	1	\$ 28,000.00	\$ 28,000.00	0	\$0.00	0%
48	MOBILIZATION/DEMOLIBIZATION AND INSURANCE (5% MAX OF THE CONTRACT PRI	LS	1	\$ 100,000.00	\$ 100,000.00	0	\$0.00	0%
B1	{12-INCH} FUSIBLE PVC (DR-18) BY HORIZONTAL DIRECTIONAL DRILLING	LF	3431	\$ 213.00	\$ 730,803.00	-61	-\$12,993.00	-2%
B2	REMOVE AND REPLACE CURB & GUTTER	LF	162	\$ 40.00	\$ 6,480.00	0	\$0.00	0%
B3	REMOVE AND REPLACE CURB	LF	317	\$ 36.00	\$ 11,412.00	0	\$0.00	0%
B4	REMOVE PAVEMENT (ASPHALT)	SY	503	\$ 10.00	\$ 5,030.00	0	\$0.00	0%
B5	REMOVE PAVEMENT (CONCRETE)	SY	604	\$ 10.00	\$ 6,040.00	0	\$0.00	0%
B6	REMOVE PAVEMENT (BRICK PAVERS)	SY	6	\$ 10.00	\$ 60.00	0	\$0.00	0%
B7	REPLACE PAVEMENT (ASPHALT)	SY	503	\$ 227.00	\$ 114,181.00	0	\$0.00	0%
B8	REPLACE PAVEMENT (CONCRETE)	SY	604	\$ 195.00	\$ 117,780.00	0	\$0.00	0%
B9	REPLACE PAVEMENT (BRICK PAVERS)	SY	6	\$ 110.00	\$ 660.00	0	\$0.00	0%
B10	SOLID SLAB SODDING	SY	650	\$ 6.00	\$ 3,900.00	0	\$0.00	0%
<b>SUBTOTAL</b>					<b>\$ 2,039,328.00</b>		<b>-\$32,943.00</b>	<b>-2%</b>
<b>CHANGE ORDER PAY ITEMS</b>								
CO1-1	12-INCH FUSIBLE PVC BY OPEN TRENCH	LF	0	\$ 150.00	\$0.00	200	\$ 30,000.00	N/A
CO1-2	12-INCH MJ NITRILE GASKET	EA	0	\$ 108.50	\$0.00	65	\$ 7,052.50	N/A
CO1-3	8-INCH MJ NITRILE GASKET	EA	0	\$ 64.85	\$0.00	10	\$ 648.50	N/A
CO1-4	6-INCH MJ NITRILE GASKET	EA	0	\$ 44.85	\$0.00	20	\$ 897.00	N/A
CO1-5	1-INCH COPPER SERVICE LINE	LF	0	\$ 9.85	\$0.00	500	\$ 4,925.00	N/A
CO1-6	1.5-INCH COPPER SERVICE LINE	LF	0	\$ 13.53	\$0.00	500	\$ 6,765.00	N/A
CO1-7	8-INCH FUSIBLE PVC BY HDD	LF	0	\$ 198.50	\$0.00	40	\$ 7,940.00	N/A
<b>SUBTOTAL</b>					<b>\$0.00</b>		<b>\$ 58,228.00</b>	<b>2.86%</b>

Original Contract Amount	\$ 2,039,328.00	
Change Order No. 1	\$ 25,285.00	1.24%
Final Contract Amount	\$ 2,064,613.00	

**File Attachments for Item:**

5. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2023 DUES ASSESSMENT IN THE AMOUNT OF \$65,000 TO THE OKLAHOMA MUNICIPAL LEAGUE FOR THE PERIOD OF JULY 1, 2022, THROUGH JUNE 30, 2023.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/12/2022

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2023 DUES ASSESSMENT IN THE AMOUNT OF \$65,000 TO THE OKLAHOMA MUNICIPAL LEAGUE FOR THE PERIOD OF JULY 1, 2022, THROUGH JUNE 30, 2023.

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# Invoice

Page 1/1  
Invoice 082865  
Date 7/1/2022

**Oklahoma Municipal League**  
201 NE 23rd St - Physical  
PO Box 268984 - for Payments  
Oklahoma City OK 73126-8984

**Bill To:** NORMAN  
201 W GRAY  
PO BOX 370  
NORMAN OK 73070

**Ship To:** NORMAN  
201 W GRAY  
PO BOX 370  
NORMAN OK 73070

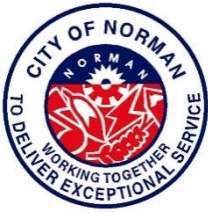
Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		140500			SHIPPING	DUE UPON RECEIPT	7/1/2022	111,290
Ordered	Shipped	B/O	Item Number	Description		Discount	Unit Price	Ext. Price
1.00	1.00	0.00	SFEES	2022-2023 OML Annual Service Fees RENEWAL		\$0.00	\$65,000.00	\$65,000.00

Please return a copy of invoice with remittance

Subtotal	\$65,000.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
<b>Total</b>	<b>\$65,000.00</b>

**File Attachments for Item:**

6. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2023 DUES ASSESSMENT IN THE AMOUNT OF \$74,711 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE PERIOD OF JULY 1, 2022, THROUGH JUNE 30, 2023.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/12/2022

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2023 DUES ASSESSMENT IN THE AMOUNT OF \$74,711 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE PERIOD OF JULY 1, 2022, THROUGH JUNE 30, 2023.

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July 1, 2021

**INVOICE #7524**

City of Norman  
201 West Gray  
Norman, Oklahoma 73070-0370

ACOG Basic Assessment for FY-22	39,582.00
ACOG Transportation Assessment for FY-22	11,834.00
ACOG Water Quality Assessment for FY-22	<u>17,440.00</u>

*Total FY-22 Dues Assessment* \$68,856.00

Voting privileges are forfeited upon non-payment of dues within 120 days of July 1.

Chair  
**Steven J. Gentling**  
Guthrie Mayor

Vice-Chair  
**Josh Moore**  
Edmond Councilmember

Secretary/Treasurer  
**Cathy Cummings**  
The Village Councilmember

Finance Director  
**Mark W. Sweeney, AICP**

**File Attachments for Item:**

7. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.



## CITY OF NORMAN, OK STAFF REPORT

### Item 8

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**MEETING DATE:** 07/12/2022

**REQUESTER:** Frederick Duke

**PRESENTER:** Frederick Duke, Procurement Analyst

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

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#### **BACKGROUND:**

Section 8-301 of the Code of Ordinances of the City of Norman provides that “The City Council must declare surplus or obsolete any supplies, materials, or equipment where the valuation exceeds one thousand dollars (\$1,000) prior to the selling of such supplies, materials, or equipment.” The Auction will be conducted by Big Iron. Big Iron upon sale of any item sold will retain as total commission and compensation 7% of gross sales less sales tax. All items sold at auction are understood to be sold as is. The auction date is to be determined.

#### **DISCUSSION:**

The attached list is the supplies, materials, or equipment identified as surplus or obsolete, and is therefore being prepared for sale at auction.

#### **RECOMMENDATION:**

It is recommended that the attached list of supplies, materials, or equipment be declared surplus or obsolete, and approved for sale at public auction.

### INVENTORY OF GOODS TO BE AUCTIONED

Department Meter Services

Signature Brad Jones

Reviewed by Accounting *Fred Duke 6-22-2022*

Condition	Item and Year	Detailed Description	Serial Number	City Unit No.
Poor	Handheld 2016	Trimble Ranger Data Collector	92997-01A RS31C76031	
Poor	Handheld 2016	Trimble Ranger Data Collector	92994-01A RS3DC73294	
Poor	Handheld 2016	Trimble Ranger Data Collector	92994-01A RS3EC73469	
Poor	Handheld 2016	Trimble Ranger Data Collector	92994-01A RS3GC74967	
Poor	Handheld 2016	Trimble Ranger Data Collector	92994-01A RS3EC73498	
Poor	Handheld 2016	Trimble Ranger Data Collector	92994-01A RS3DC73293	
Poor	Handheld 2016	Trimble Ranger Data Collector	92994-01A RS3EC73451	
Poor	Handheld 2016	Trimble Ranger Data Collector	92994-01A RS3GC75030	
Poor	Charging Dock	Trimble Ranger Charging Dock	84419-01 RDL0477A0058	
Poor	Charging Dock	Trimble Ranger Charging Dock	84419-01 RDL04B670017	
Poor	Charging Dock	Trimble Ranger Charging Dock	84419-01 RDL04B670009	
Poor	Charging Dock	Trimble Ranger Charging Dock	84419-01 RDL04B670004	
Poor	Charging Dock	Trimble Ranger Charging Dock	84419-01 RDL04A7A0009	
Poor	Charging Dock	Trimble Ranger Charging Dock	84419-01 RDL04B670018	
Poor	Charging Dock	Trimble Ranger Charging Dock	84419-01 RDL04A7A0008	

INVENTORY OF GOODS TO BE AUCTIONED

Department Municipal Court

Signature R. Quirralo

5-16-22  
Reviewed by Accounting Fred Duke

Condition	Item and Year	Detailed Description	Serial Number	City Unit No.
Poor	1981 Microfilm Machine	Microfilm Reader/Printer 3M600 *	R55-8431	58000
Poor	1997 Microprinter	Canon Microprinter Sys AutoCarrier *	AB300492 EAH0282134	90000
		* Neither Item is in working condition		

### INVENTORY OF GOODS TO BE AUCTIONED

Department Public Works / Traffic Control

Signature *Dennis W. Davis* 5/25/22 SPS. 5/25/22 Reviewed by Accounting *Fred Duke* 5-25-22

Condition	Item and Year	Detailed Description	Serial Number	City Unit No.
good	Aquired 8/6/98	Sign Material / Film Electronic Cutter - Bren 1036 Power Pro	ZJ2123914798	

# INVENTORY OF GOODS TO BE AUCTIONED

Department Public Works, Traffic Control Division

Signature Dennis W. Davis 6/14/22

Reviewed by Accounting Fred Duke 6-16-22

Condition	Item and Year	Detailed Description	Serial Number	City Unit No.
Good	qty - 149 Parking meters	Duncan 76S housings / IPS MK5 mechanisms		
Good	qty - 118 Meter domes	Duncan 76S upper meter housing domes		

**INVENTORY OF GOODS TO BE AUCTIONED**

Department IT

Approved by *Fred Duke* 6-17-22  
Purchasing Agent

Signature Stacey Baker

<b>CONDITION*</b>	<b>ITEM AND YEAR</b>	<b>DETAILED DESCRIPTION</b>	<b>SERIAL NUMBER</b>	<b>Asset Tag No.</b>
Good	iSeries 2004	iSeries mainframe	10-E3E7E	003175
Good	IBM 2004	IBM 3581 Tape drive	78-A6949	
Good	IBM 2004	IBM data storage module for iSeries	104383B	



INVENTORY OF GOODS TO BE AUCTIONED

Department UTILITIES/SANITATION

Signature \_\_\_\_\_

Reviewed by Accounting *Fred Duke* 6-20-22

Condition	Item and Year	Detailed Description	Serial Number	City Unit No.
POOR	2YD FEL 2006	2 yd FRONT LOAD	2.036	
POOR	2YD FEL 1998	2 yd FRONT LOAD	2.108	
POOR	2YD FEL 2001	2 yd FRONT LOAD	2.143/ 10064	
POOR	2YD FEL 2004	2 yd FRONT LOAD	2.117/ 5837	
POOR	2YD FEL 2009	2 yd FRONT LOAD	2.115/ 45085	
POOR	2YD FEL 2007	2 yd FRONT LOAD	2.151/ 3144	
POOR	2YD FEL 2005	2 yd FRONT LOAD	2.173/ 23108	
POOR	2YD FEL 2002	2 yd FRONT LOAD	2.163/ 10049	
POOR	2YD FEL 2002	2 yd FRONT LOAD	2.150/ 3145	
POOR	2YD FEL 2003	2 yd FRONT LOAD	2.148/ 3149	
POOR	2YD FEL 2011	2 yd FRONT LOAD	2.136/ 10047	
POOR	2YD FEL 2008	2 yd FRONT LOAD	2.164/ 10030	
POOR	2YD FEL 2004	2 yd FRONT LOAD	2.066/ 9825	

### INVENTORY OF GOODS TO BE AUCTIONED

Department Public Works / Traffic Control

Signature  6/30/22

Reviewed by Accounting \_\_\_\_\_

Condition	Item and Year	Detailed Description	Serial Number	City Unit No.
Poor	Traffic Signal Equip. / 1997	Econolite Traffic Signal Cabinet	2017-11-001	
Poor	Traffic Signal Equip. / 2003	Econolite Traffic Signal Cabinet	2284-63-001	
Poor	Traffic Signal Equip. / 2003	Econolite Traffic Signal Cabinet	2295-63-001	
Poor	Traffic Signal Equip. / 2003	Econolite Traffic Signal Cabinet	2295-63-004	
Poor	Traffic Signal Equip. / 2004	Econolite Traffic Signal Cabinet	2569-63-001	
Poor	Traffic Signal Equip. / 2006	Econolite Traffic Signal Cabinet	17-3284-003	
Poor	Traffic Signal Equip. / 2008	Econolite Traffic Signal Cabinet	17-3456-002	
Poor	Traffic Signal Equip. / 2010	Econolite Traffic Signal Cabinet	17-3694-002	
Poor	Traffic Signal Equip. / 2011	Econolite Traffic Signal Cabinet	17-3901-002	
Poor	Traffic Signal Equip. / 2017	Econolite Traffic Signal Cabinet	37-1066-001	
Poor	Traffic Signal Equip. / 2004	Tesco Traffic Signal Battery Backup Cabinet	BF-884036	
Poor	Traffic Signal Equip. / 2007	Tesco Traffic Signal Battery Backup Cabinet	BR-238021	
Poor	Traffic Signal Equip. / 2008	Tesco Traffic Signal Battery Backup Cabinet	BR-238495	
Poor	Traffic Signal Equip. / 2011	Tesco Traffic Signal Battery Backup Cabinet	BZ-831179	
Poor	Traffic Signal Equip. / 2011	Tesco Traffic Signal Battery Backup Cabinet	BZ-831282	
Poor	Traffic Signal Equip. / 2015	Tesco Traffic Signal Battery Backup Cabinet	B11454830	
Poor	Traffic Signal Equip. / 2015	Tesco Traffic Signal Battery Backup Cabinet	B11454831	

**File Attachments for Item:**

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2223-2: A PERMANENT PUBLIC SIDEWALK EASEMENT DONATED BY BILL ROBERT AND MARY R. NOELKER AT 2504 LANGLEY COURT IN THE ST. JAMES PARK, SECTION 3 ADDITION. (GENERALLY LOCATED ONE-QUARTER MILE NORTH OF CEDAR LANE ROAD AND EAST 24TH AVENUE NW.)



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 7/12/2022

**REQUESTER:** Jack Burdett, Subdivision Development Coordinator

**PRESENTER:** Shawn O’Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2223-2: A PERMANENT PUBLIC SIDEWALK EASEMENT DONATED BY BILL ROBERT AND MARY R. NOELKER AT 2504 LANGLEY COURT IN THE ST. JAMES PARK, SECTION 3 ADDITION. (GENERALLY LOCATED ONE-QUARTER MILE NORTH OF CEDAR LANE ROAD AND EAST 24TH AVENUE NW.)

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### **BACKGROUND:**

This sidewalk is on the south side of Langley Court in St. James Park, Section 3 Addition, which is generally located one-quarter mile north of Cedar Lane Road and east of 24<sup>th</sup> Avenue SE. This plat was filed on March 11, 2005. At the time of development the plat did not provide this roadway with an additional sidewalk easement typically provided in newer developments with curved property lines and narrow frontages. The sidewalk at this property was partially constructed on private property to accommodate the driveway and site conditions.

This lot was recently acquired by a new owner and on May 11, 2022, that new owner contacted staff to discuss the donation of a sidewalk easement to provide coverage for the existing public sidewalk as constructed, and to ensure full compliance with city requirements.

### **DISCUSSION:**

The City Surveyor has drafted a site plan and legal description of the easement to accommodate the sidewalk on the private property. City Staff has reviewed the easement as to form.

### **RECOMMENDATION:**

Based upon the above information, it is recommended that City Council accept Easement E-2223-2 and direct that it be filed of record with the Cleveland County Clerk.

GRANT OF EASEMENT  
E - 2223-2

KNOW ALL MEN BY THESE PRESENTS:

THAT, Bill Robert Noelker & Mary R. Noelker 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, to wit:

A part of Lot Five (5), Block Five (5), ST. JAMES PARK, SECTION THREE (3), a subdivision of a part of the East Half (E/2) of Section Nine (9) and the West Half (W/2) of Section Ten (10), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.), City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, being more particularly described by metes and bounds as:

SEE EXHIBIT A

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 sidewalk.

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this 3<sup>rd</sup> day of June, 2022.  
BY: [Signature] BY: [Signature]

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 3<sup>rd</sup> day of June, 2022, personally appeared Bill Robert Noelker & Mary R. Noelker, 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.



[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Attorney

Approved and accepted by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

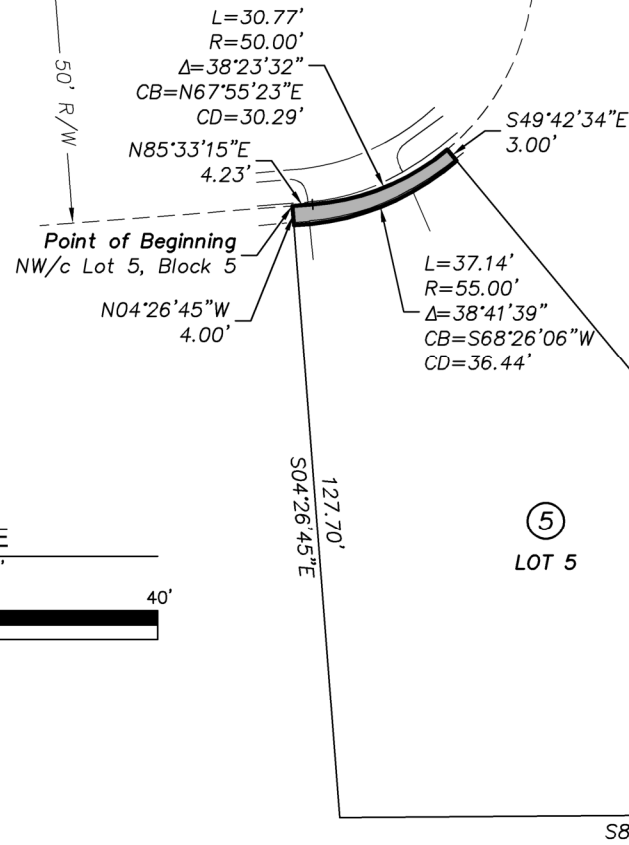
SEAL:

# EXHIBIT "A"

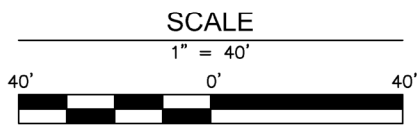
LOT 5, BLOCK 5, ST. JAMES PARK - SECTION 3  
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA



LANGLEY COURT



**BASIS OF BEARING**  
Recorded plat of St. James Park, Section 3




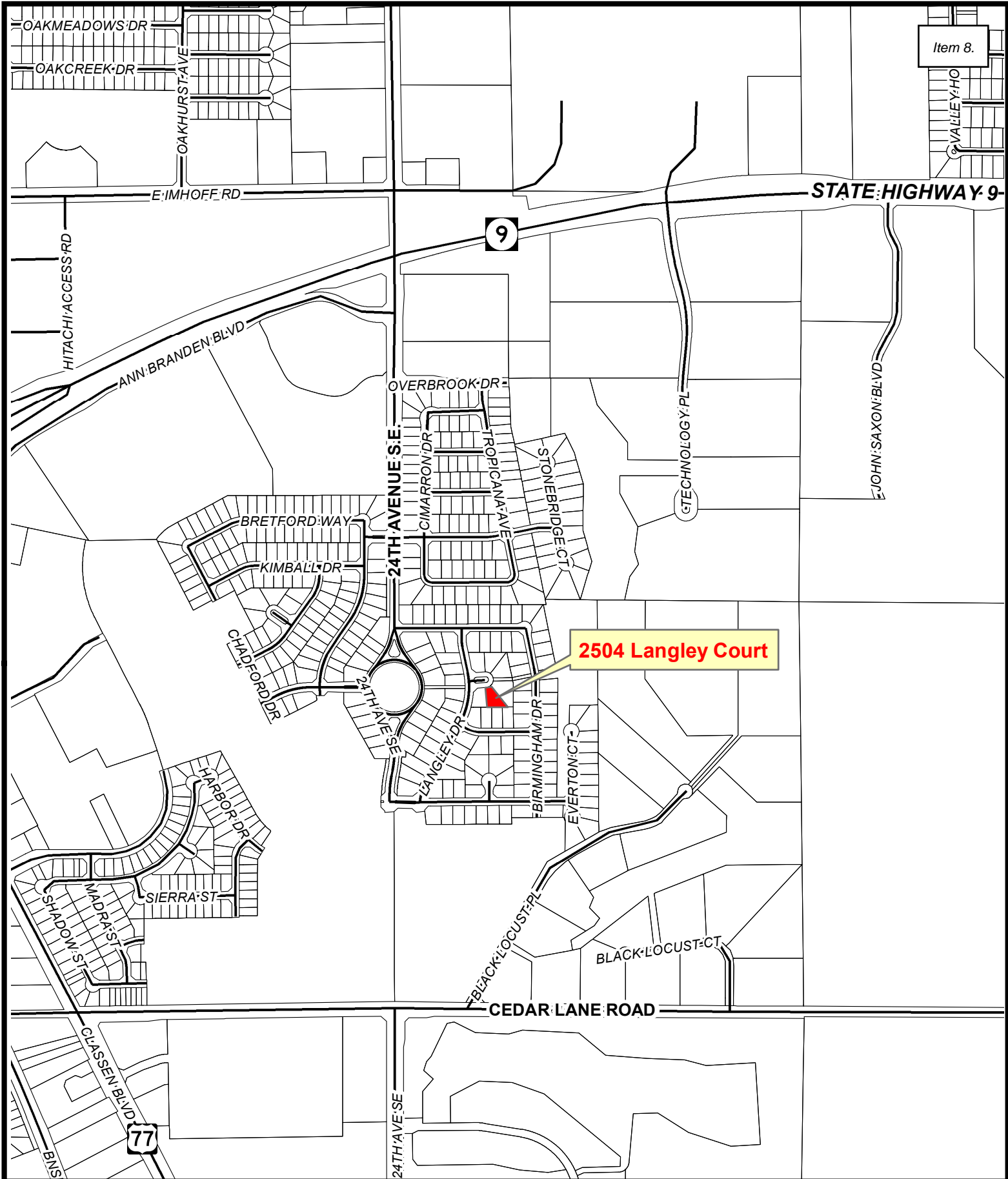
**LEGAL DESCRIPTION**

A part of Lot Five (5), Block Five (5), ST. JAMES PARK, SECTION THREE (3), a subdivision of a part of the East Half (E/2) of Section Nine (9) and the West Half (W/2) of Section Ten (10), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.), City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, being more particularly described by metes and bounds as:

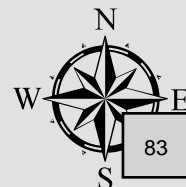
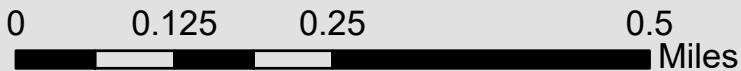
BEGINNING at the Northwest Corner (NW/c) of Lot 5, Block 5 in said Plat;  
 THENCE N 85°33'15" E along the North line of said Lot for a distance of 4.23 feet;  
 THENCE along the North line of said Lot on a curve to the left having a radius of 50.00 feet for an arc distance of 30.77 feet, and having a chord bearing of N 67°55'23" E for a chord distance of 30.29 feet to the Northeast Corner (NE/c) of said Lot;  
 THENCE S 39°42'34" E along the East line of said Lot a distance of 3.00 feet;  
 THENCE on a non-tangent curve to the right having a radius of 55.00 feet for an arc distance of 37.14 feet, and having a chord bearing of S 68°26'06" W for a chord distance of 36.44 feet to a point on the West line said Lot;  
 THENCE N 04°26'45" W along the West line of said Lot a distance of 4.00 feet to the POINT OF BEGINNING,

CONTAINING 127 square feet or 0.003 acres, more or less.

	<b>CITY OF NORMAN - PUBLIC WORKS - ENGINEERING</b> 201 W. GRAY, BLDG. A, NORMAN, OK 73069 P.O. BOX 370, NORMAN, OK 73070 Phone: (405) 366-5461 Fax: (405) 366-5418 <a href="https://www.normanok.gov/">https://www.normanok.gov/</a>	
	<b>SIDEWALK EASEMENT EXHIBIT "A"</b> LOT 5, BLOCK 5, ST. JAMES PARK - SECTION 3 CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA	
DESIGNED BY: --	DATE: 05/12/2022	
DRAWN BY: PL	SHEET NO. 1 of	
CHECKED BY: JB	82	



**LOCATION MAP**  
**2504 LANGLEY COURT**



**File Attachments for Item:**

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-5: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARATHON CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$9,563.46 FOR A REVISED AMOUNT OF \$195,661.54 FOR THE GROVER LANE RECONSTRUCTION PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT OF \$14,216.40 FOR THE GROVER LANE RECONSTRUCTION PROJECT





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/12/2021

**REQUESTER:** Joseph Hill, Streets Program Manager

**PRESENTER:** Shawn O’Leary, Director of Public Works

**TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-5: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARATHON CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$9,563.46 FOR A REVISED AMOUNT OF \$195,661.54 FOR THE GROVER LANE RECONSTRUCTION PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT OF \$14,216.40 FOR THE GROVER LANE RECONSTRUCTION PROJECT

### BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Urban Asphalt Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. Prior to the election, the City provided a list of all streets included in the program based upon the pavement condition data from the City’s current Pavement Management System. The following is the list of Road Reconstruction projects included in the program:

2021	Grover Lane – Berry Road to Hall Avenue
2021	McCullough Street – Monnett Avenue to Front Street
2022	Juniper Lane – Chautauqua Avenue to Lahoma Avenue
2022	Fairfield Drive – McCall Drive to Willow Lane
2023	Oakbrook Drive – Pickard Avenue to Fairfield Drive
2023	Pickard Avenue – Imhoff Road to Lakewood Drive
2024	North Base Avenue – Main Street to Kansas Street
2025	Sherry Avenue – Main Street to Holiday Street
2025	Danfield Lane – Danfield Drive to Brookhaven Boulevard

Grover Lane is located in an established residential neighborhood. The roadway was constructed of concrete pavement with curb and gutter. The concrete pavement was in poor condition and the substructure had failed in several locations prior to reconstruction. The

reconstruction project involved removal of the existing pavement, curb and gutter, stabilizing the subgrade and placing new concrete panels.

Council awarded the contract to Parathon Construction Company in the amount of \$205,225 at the November 23, 2021 meeting. The project was completed within the 120-day contract period, plus weather days, for \$195,661.54.

**DISCUSSION:**

Construction projects are awarded to the lowest responsible bidder. Contractor bids are determined using estimated plan quantities multiplied by the contractor's unit prices for all bid items of the contract. The total of all of these costs represents the contractor's bid. During construction, each quantity is verified in the field and the contractor is to be reimbursed based on the actual quantity of materials and/or labor used.

Of the twenty-three (23) bid items, sixteen (16) items had a quantity change. Four (4) quantity changes resulted in increased cost, while twelve (12) quantity changes resulted in decreased cost for an overall contract decrease of \$9,563.46 or 4.66%. The contract decreased from \$205,225.00 to \$195,661.54. Please see the attached Change Order No. 1 for a complete list of bid item cost increases and decreases.

The final payment amount owed to Parathon Construction Company is \$14,216.40, which includes the full 5% retainage. This is available in the Grover Addition Project (Account No. 50593385-46101 / BP0499).

**RECOMMENDATION 1:**

Staff recommends that Change Order No. 1 to Contract K-2122-5 with Parathon Construction Company decreasing the contract amount by \$9,563.46 for a revised amount of \$195,661.54 for the Grover Lane Reconstruction project be approved.

**RECOMMENDATION 2:**

Staff further recommends final acceptance of the Grover Lane Reconstruction project and final payment to Parathon Construction Company be approved in the amount of \$14,216.40.

CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

Item 9.

CHANGE ORDER NO. 1

DATE: June 22, 2022

CONTRACT NO.: K-2122-5

SUBMITTED BY: Joseph Hill

PROJECT: FYE 2022 Street Maintenance Bond – Urban Reconstruct, FYE 2022 Location – Grover Lane

CONTRACTOR: Parathon Construction, LLC

P.O. Box 1287

Edmond, Oklahoma 73083

ORIGINAL CONTRACT AMOUNT \$ 205,225.00

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$6,603.78	\$16,167.24

NET CHANGE \$(9,563.46)

REVISED CONTRACT AMOUNT \$195,661.54

See Detailed Quantity Change on Page 2 of 2:

Detailed Quantity Change:

ITEM	DESCRIPTION	UNIT	CONTRACT QUANTITY	FINAL QUANTITY	QUANTITY CHANGE	COST CHANGE
1	Mobilization	L.S.	1	1.00	0.00	\$ -
2	Traffic Control (9,10,11)	L.S.	1	1.00	0.00	\$ -
3	Construction Staking	L.S.	1	1.00	0.00	\$ -
4	Unclassified Excavation (2)	C.Y.	300	0.00	(300.00)	\$(3,000.00)
5	Saw Cut Pavement Full Depth	L.F.	500	500.00	0.00	\$ -
6	Remove Curb & Gutter (5)	L.F.	100	0.00	(100.00)	\$(1,200.00)
7	Remove Integral Curb W/Slab (1,5)	L.F.	1,150	868.10	(281.90)	\$(1,691.40)
8	Remove Concrete Pavement (1,5)	S.Y.	1,980	2,030.06	50.06	\$500.60
9	Remove Sidewalk (5)	S.Y.	25	11.00	(14.00)	\$(168.00)
10	Type A ODOT Aggregate Base	TON	425	497.16	72.16	\$3,247.20
11	3000 PSI Concrete for 6" Pavement (4,7,8,12)	S.Y.	1,925	1,949.39	24.39	\$1,341.45
12	3000 PSI High-Early Strength Concrete 6" Pavement (4,7,8,12))	S.Y.	55	80.67	25.67	\$1,514.53
13	3000 PSI Concrete 4" Sidewalk (6,8)	S.Y.	12	11.00	(1.00)	\$(60.00)
14	3000 PSI Concrete Sidewalk Ramps (6,8)	S.Y.	15	0.00	(15.00)	\$(1,500.00)
15	Detectable Warning Surface	S.F.	20	0.00	(20.00)	\$(700.00)
16	Removable Bollards	EA.	5	5.00	0.00	\$ -
17	Clean Topsoil	C.Y.	5	2.00	(3.00)	\$(375.00)
18	Slab Sod (3)	S.Y.	300	111.11	(188.89)	\$(1,133.34)
19	Repair Existing Sprinkler Head	EA.	5	5.00	0.00	\$ -
20	Repair Existing Sprinkler Line	L.F.	25	25.00	0.00	\$ -
21	4" Integral Curb	L.F.	1020	830.25	(189.75)	\$(1,518.00)
22	6" Integral Curb	L.F.	120	37.85	(82.15)	\$(821.50)
23	Lower waterline service and adjust meter box to grade	EA.	8	0.00	(8.00)	\$(4,000.00)
	TOTAL COST CHANGE					\$(9,563.46)

CONTRACTOR: \_\_\_\_\_

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

ENGINEER: \_\_\_\_\_

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

CITY ATTORNEY: \_\_\_\_\_

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

ACCEPTED BY: \_\_\_\_\_

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

(Mayor)



Grover Lane Reconstruction Project

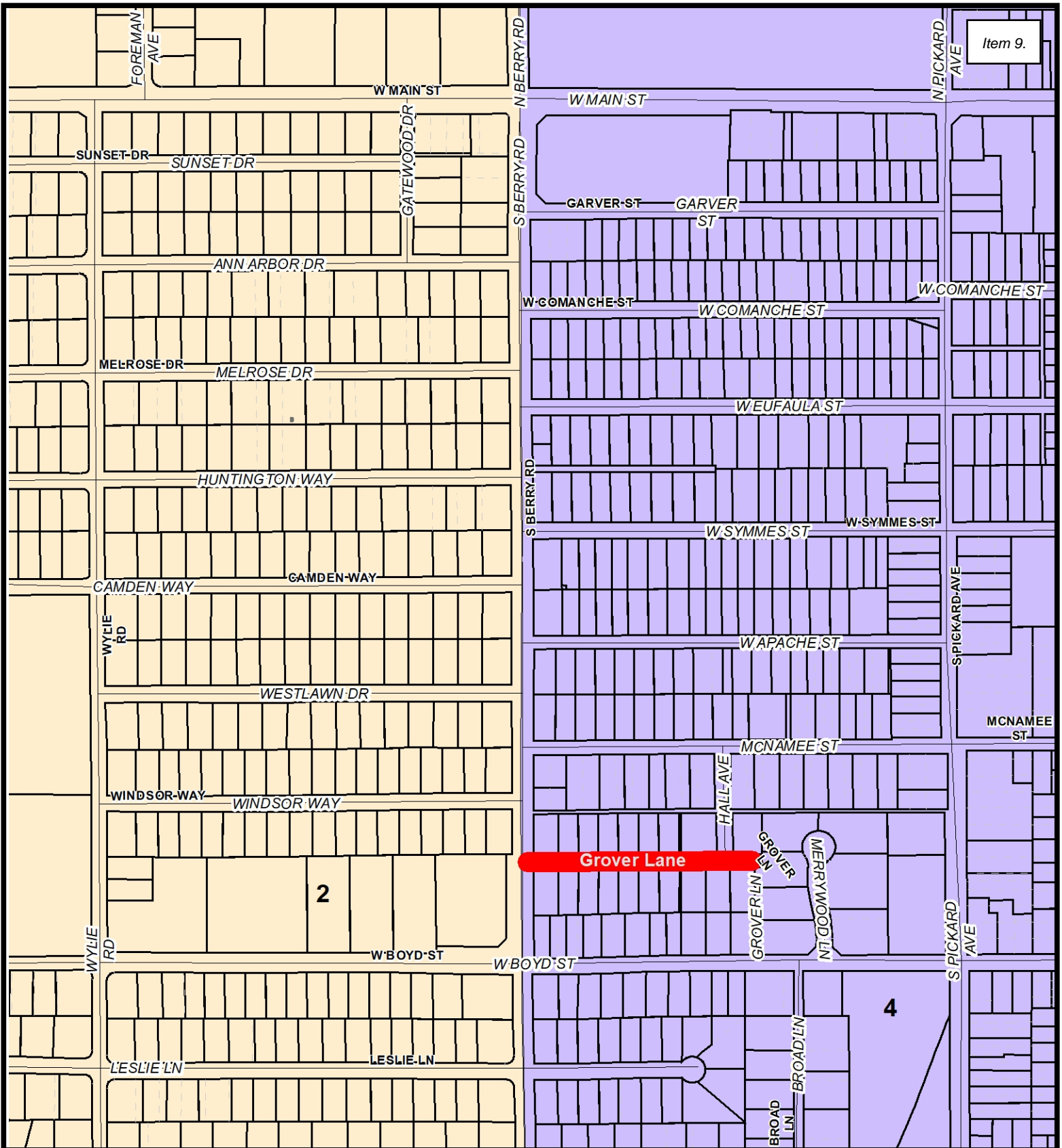


Grover Lane before reconstruction.



Grover Lane after reconstruction.





# Grover Lane

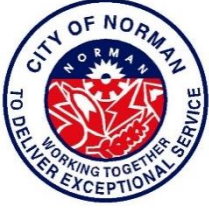


1 inch = 400 feet

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

**File Attachments for Item:**

10. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-1 AND CONTRACT K-2223-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., IN THE AMOUNT OF \$1,124,371.50 FOR THE URBAN CONCRETE PAVEMENT PROJECT, FYE 2023 LOCATIONS, BID 1, PERFORMANCE BOND B-2223-1; STATUTORY BOND B2223-2; MAINTENANCE BOND MB-2223-1, AND RESOLUTION R-2223-1 GRANTING TAX-EXEMPT STATUS.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/12/2022

**REQUESTER:** Joseph Hill, Streets Program Manager

**PRESENTER:** Shawn O'Leary, Director of Public Works

**ITEM TITLE:** CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-1 AND CONTRACT K-2223-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., IN THE AMOUNT OF \$1,124,371.50 FOR THE URBAN CONCRETE PAVEMENT PROJECT, FYE 2023 LOCATIONS, BID 1, PERFORMANCE BOND B-2223-1; STATUTORY BOND B-2223-2; MAINTENANCE BOND MB-2223-1, AND RESOLUTION R-2223-1 GRANTING TAX-EXEMPT STATUS.

### BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. The FYE 2023 urban concrete street rehabilitation locations were bid out in two separate bid packages.

The project includes select panel replacement in existing concrete streets. Curb replacement and ADA sidewalk improvements will be completed as necessary. The project covers 3.7 miles of city streets.

### DISCUSSION:

The project was publically advertised on May 19, 2022 and May 26, 2022. Five contractors attended a pre-bid conference on May 26, 2022. Seven bids were submitted and opened on June 9, 2022.

Tabulation of Bid Results

Contractor	Total
J. Lee Enterprises, LLC	\$1,682,112.00
Arroyo's Concrete, LLC	\$1,124,371.50
Nash Construction	\$1,126,717.00



EMC Services	\$1,139,540.50
Rudy Construction	\$1,521,299.00
SAC Services	\$1,340,096.65
A-Tech Paving	\$1,169,250.95
Estimate	\$1,199,934.95

The low bid was submitted by Arroyo's Concrete, LLC of Oklahoma City in the amount of \$1,124,371.50. Four of the bids were tightly spaced under the estimate. The uniformity of the bids gives us confidence that they are good, realistic bids.

Arroyo's Concrete, LLC is a responsible bidder. They are currently working as a subcontractor on two City of Norman projects and staff have been pleased with their work.

This project will be funded as follows:

Project	Number and Account	Amount
Lydicks Addition	BP0532/50593393-4601	\$300,000.00
Hetherington Heights Addition	BP0533/50593393-4601	\$390,000.00
Brookhaven Addition	BP0534/50593393-4601	\$100,000.00
Woodslawn Addition	BP0539/50593393-4601	\$334,371.50
<b>Total:</b>		<b>\$1,124,371.50</b>

If approved, construction of the Street Maintenance Bond Program –Urban Concrete Pavement - FYE 2023 Locations, Bid 1 Project will begin on or around July 25, 2022. The construction time for this project is 240 days with an estimated completion in late March 2023 plus weather days.

#### **RECOMMENDATION:**

Staff recommends that bid be awarded to Arroyo's Concrete, L.L.C., and Contract K-2223-1 in the amount of \$1,124,371.50 be approved for construction of the Street Maintenance Bond Program –Urban Concrete Pavement - FYE 2023 Locations, Bid 1 Project.

Staff further recommends that, upon approval of Contract K-2223-1, the following bonds be approved:

Performance Bond B-2223-1  
 Statutory Bond B-2223-2  
 Maintenance Bond MB-2223-1

Staff further recommends that Arroyo's Concrete, LLC, be authorized as Project Agent via Resolution R-2223-1

CONTRACT

Item 10.

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 2223-1 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2023 LOCATIONS, BID 1**

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) One million, One hundred twenty-four thousand three hundred DOLLARS);  
seventy-one 50/100  
(NUMERALS) (\$ 1,124,371.50 ).

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 Journal Record, 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-2223-1  
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 him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 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 his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including 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:

**STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, BID 1**

a. 240 Calendar Days

1. 240 Calendar Days does not include weather days

i) Weather days to be determined by the engineer or streets program manager

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 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 )

Emilio 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. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Emilio Arroyo  
Contractor

Subscribed and sworn to before me this 01 day of 07, 2022.

Item 10.

Maria Fernanda Arroyo  
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 01 day of 07 2022, and the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(Corporate Seal) (where applicable)

Principal

ATTEST:

Authorized Representative

Cristo Arroyo  
Corporate Secretary (where applicable)

Signed: Cristo Arroyo

Title: owner / manager corp

Address 1233 SW 41st St. Ok, OK 73109

Telephone: 405-887-4526

CITY OF NORMAN:

Approved as to form and legality this 7 day of July 2022.

Elizabeth M. Hildebrand  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Contract No. K-2223-1  
Page 4 of 4

**CONTRACT AFFIDAVIT**

Item 10.

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

Emilio 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.

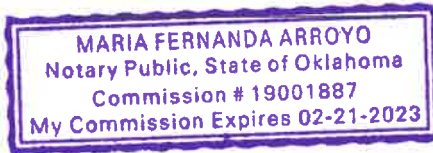
Affiant further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Emilio Arroyo  
Contractor

Subscribed and sworn to before me this 01 day of 07, 2022.

Maria Fernanda Arroyo  
Notary Public

My Commission Expires: 02/21/2023



## 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 One Million, One Hundred Twenty-Four Thousand, Three Hundred Seventy-One Dollars and Fifty Cents DOLLARS, (\$1,124,371.50), 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 2223-1 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE  
PAVEMENT, FYE 2023 LOCATIONS, BID 1**

has entered into a written CONTRACT (K-2223-1) with THE CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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 his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his 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 \_\_\_\_\_, 2022 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 \_\_\_\_\_, 2022.

Performance Bond No. B-2223-1  
Page 1 of 3





**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_, a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ (Name and Title) \_\_\_\_\_ (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**CITY OF NORMAN**

Approved as to form and legality this 7 day of July, 2022.

Christine L. Ludwick  
City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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 One Million, One Hundred Twenty-Four Thousand, Three Hundred Seventy-One Dollars and Fifty Cents DOLLARS (\$1,124,371.50), 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 2223-1 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2023 LOCATIONS, BID 1**

has entered into a written CONTRACT (K-2223-1) with THE CITY OF NORMAN, dated this \_\_\_ day of \_\_\_, 2022, 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, his 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 \_\_\_, 2022, 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 \_\_\_, 2022.

(Corporate Seal) (where applicable)

ATTEST

[Signature]  
Corporate Secretary (where applicable)

Principal Arroyo's Concrete, LLC  
Signed: [Signature]  
Authorized Representative  
Title: OWNER / Manager  
Address: 1233 SW 41st St.  
Oklahoma City, OK 73109  
Telephone: 405-637-9818

(Corporate Seal) (where applicable)

Surety: RLI Insurance Company

Signed: Amy Winters  
Authorized Representative

Printed: Amy Winters  
Authorized Representative

Title: Attorney-In-Fact

Address: 9025 N. Lindbergh Dr., Peoria, IL 61615

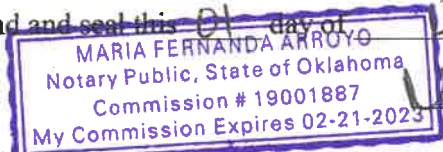
Telephone: 800-645-2402

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this 01 day of 07, 2022, by Emilio Arroyo, Owner (Name and Title), of Arroyo's Concrete, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 01 day of 07, 2022.



Maria Fernanda Arroyo  
Notary Public

My Commission Expires: 02/21/2023

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_, a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Statutory Bond No. B-2223-2  
Page 2 of 3



# 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 26th day of May, 2022.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 26th 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.

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 \_\_\_\_\_.

By: Catherine D. Glover  
Catherine D. Glover Notary Public

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



**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 One Million, One Hundred Twenty-Four Thousand, Three Hundred Seventy-One Dollars and Fifty Cents DOLLARS (\$ 1,124,371.50 ), 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 One Hundred Sixty-Eight Thousand, Six Hundred Fifty-Five Dollars and Seventy-Three Cents DOLLARS(\$ 168,655.73 ), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of four years 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 2223-1 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE  
PAVEMENT, FYE 2023 LOCATIONS, BID 1**

has entered into a written CONTRACT (K-2223-1) with the CITY OF NORMAN, dated this \_\_\_\_ day of \_\_\_\_\_, 2022 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 five (5) years 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-2223-1  
Page 1 of 3









A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING ARROYO'S CONCRETE, L.L.C., AS PROJECT AGENT FOR THE URBAN CONCRETE PAVEMENT PROJECT, FYE 2023 LOCATIONS, FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Arroyo's Concrete, L.L.C., for the Urban Concrete Pavement Project, FYE 2023 Locations, for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Arroyo's Concrete, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Arroyo's Concrete, L.L.C., to purchase materials which are in fact used for the Urban Concrete Pavement Project, FYE 2023 Locations, for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Arroyo's Concrete, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 12th day of July, 2022, did appoint Arroyo's Concrete, L.L.C., who is involved with the Urban Concrete Pavement Project, FYE 2023 Locations, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Urban Concrete Pavement Project, FYE 2023 Locations, for the City of Norman.

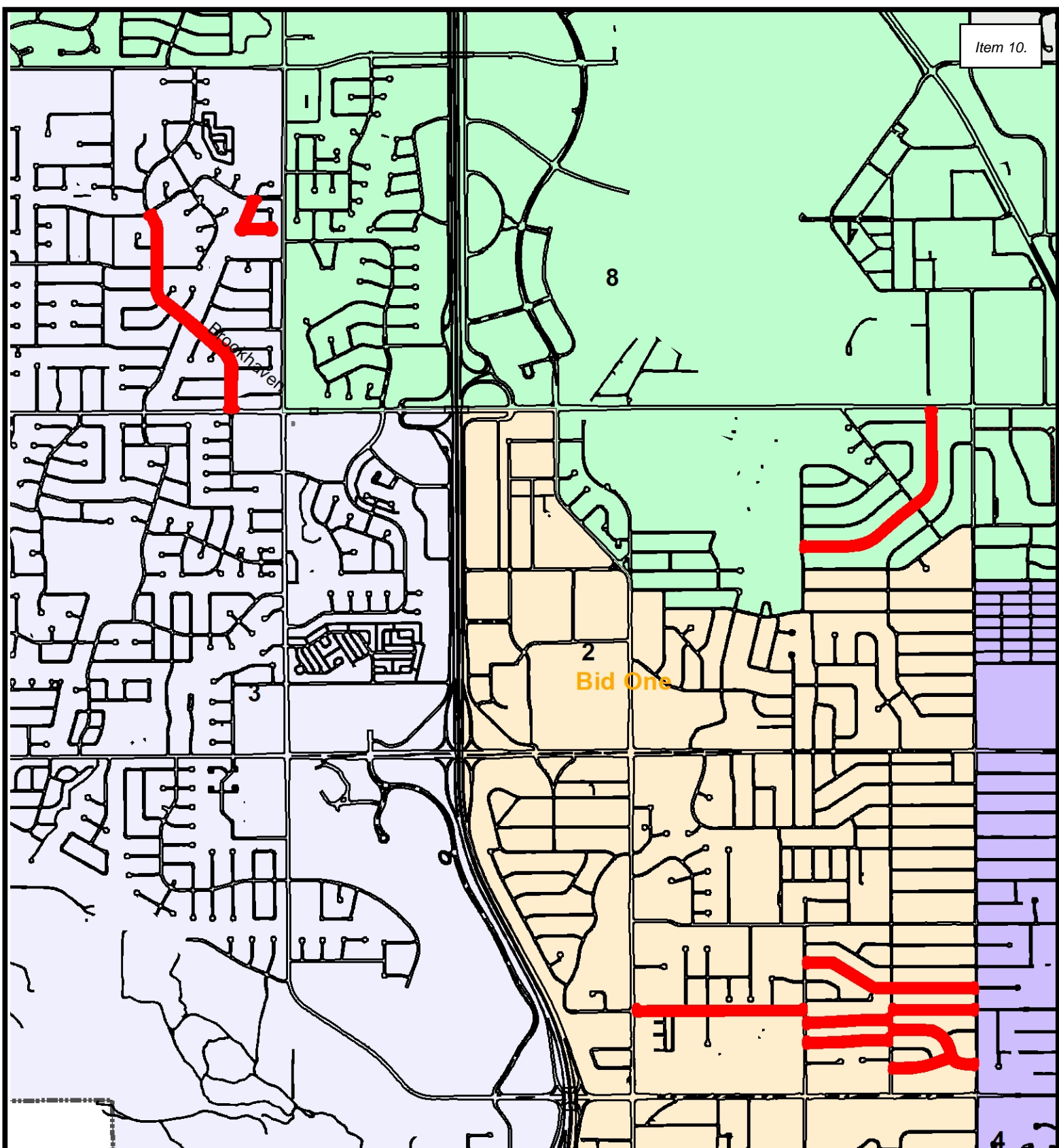
PASSED AND ADOPTED THIS 12th day of July, 2022.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk





# Bid 1



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

**File Attachments for Item:**

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-3: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICES, WILDLIFE SERVICES IN THE AMOUNT OF \$20,000 FOR THE ANNUAL FINANCIAL/WORK PLAN FOR CONTROL OF AQUATIC RODENTS EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 7/12/2022

**REQUESTER:** Jason Murphy, Stormwater Program Manager

**PRESENTER:** Shawn O'Leary, Director of Public Works

**TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-3: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICES, WILDLIFE SERVICES IN THE AMOUNT OF \$20,000 FOR THE ANNUAL FINANCIAL/WORK PLAN FOR CONTROL OF AQUATIC RODENTS EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023.

### **BACKGROUND:**

In order to provide for the free flow of streams and stormwater infrastructure in the urban area of Norman, it is necessary to remove aquatic rodents from the environment of these streams periodically. The Oklahoma Department of Agriculture, Food and Forestry (ODAFF), Wildlife Services Division, has a program to provide for the control of these rodents. In addition, ODAFF is the organization that implements proper treatment of these animals. As a result, the City can be assured that the ODAFF officials will proceed with the proper degree of care and respect for the animals that are removed from local urban streams and stormwater infrastructure.

### **DISCUSSION:**

This Cooperative Agreement has been renewed annually for a number of years at the beginning of each fiscal year. If approved, ODAFF personnel will monitor activity and respond to requests from the Stormwater Division of the Public Works Department, staff to remove rodents in areas where problems with flooding of adjacent structures could occur without this intervention. In FYE 2022, \$20,000 was expended in order to respond to over 55 calls from citizens and staff generated requests for service on this Contract. Additional calls for service and reports of damage came from all parts of Norman including Brookhaven Creek, Imhoff Creek, Merkle Creek, Bishop Creek, Dave Blue Creek and various culverts.

Beginning in FYE 2021, based on discussions between City of Norman staff and ODAFF personnel, an increase in the Cooperative Agreement budget of \$7,500 was added. Since this increase, ODAFF has been able to dedicate staff to provide a more concentrated focus on aquatic rodent activity within the City of Norman. We have seen a considerable improvement in the response and management of aquatic rodents. Typical response time has decreased from

up to 7 days to response within 24 hours. The operating budget of the Stormwater Division contains funding for this agreement in Other Professional Services (10550222-44099).

**RECOMMENDATION:**

Staff recommends approval of Contract K-2223-3 with the Oklahoma Department of Agriculture, Food and Forestry, Wildlife Services Division for control of aquatic rodents.

**COOPERATIVE AGREEMENT**  
**OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY**  
**WILDLIFE SERVICES DIVISION**

**AND**

**City of Norman**

In accordance with 2 O.S. § 12-1, 29 O.S. § 5-201.1, 5-502, and 63 O.S. § 123.8, the Wildlife Services Division of the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF, WS) located at 2800 N. Lincoln Blvd. P.O. Box 528804, Oklahoma City, Oklahoma 73152-8804, is authorized to conduct and enter into cooperative agreements for wildlife damage management activities and programs in the state to protect agriculture, property, human health and safety and natural resources. This Cooperative Agreement (Agreement) is made to augment the wildlife damage management program in Oklahoma.

Therefore, it is mutually agreed that:

1. The wildlife damage management programs conducted under the terms of this Agreement shall be conducted by the ODAFF, WS or employees of the U.S. Department of Agriculture, Wildlife Services as defined in 2 O.S. § 12-1. These same entities shall determine the appropriate salaries, employee expenses, plans and procedures necessary to best serve the interests of the parties hereto.
2. The Cooperator shall provide funds as outlined in the supplement to this cooperative agreement.
3. The Wildlife Services Division Director or designee shall certify the correctness of all claims paid by any party to this Agreement and shall perform such other administrative functions as are agreed upon provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under paragraph 1, above.
4. Nothing in this Agreement shall prohibit or prevent the ODAFF, WS or the cooperator from entering into cooperative agreements with other entities.
5. The parties mutually agree to comply with 43 CFR 17 of the provisions of Title VI of the Civil Rights Act of 1964 (78 U.S.C. § 252).
6. All captured wildlife, wildlife parts, or naturally occurring part or product relating to their life history, including, but not limited to, eggs, nest, or other items ancillary to the wildlife species, shall be property of the ODAFF, WS.
7. This Agreement, and any continuation thereof, shall be contingent upon availability of appropriated or cooperative funds. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal rules and regulations and administrative policies of the agency making the funds available. No provision of this agreement shall be interpreted to



require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341 or any other applicable provision of law.

#### DURATION

This Agreement shall become effective when signed and dated, and shall end on June 30, 2023.

#### TERMINATION AND AMENDMENTS

This Agreement may be modified by mutually acceptable written amendments, and an addendum shall be duly executed by the ODAFF, WS and the Cooperator. Either party may request termination of this Agreement upon thirty (30) days written notice to the other party.

#### COMPLIANCE

This Agreement is made expressly subject to applicable law and is to be construed in a manner consistent with applicable laws and regulations. The Parties expressly agree to comply with all of the laws of the United States, the State of Oklahoma, and any political subdivision where any portion of the Agreement is to be performed, including all statutes, rules, or regulations now existing or that may be promulgated in the future including, but not limited to, the Occupational Safety and Health Act and the Fair Labor Standards Act. The parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age, and disabilities. Acceptance of this Agreement constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

#### SEVERABILITY

If any provision of this Agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement that is not found to be illegal, invalid, or unenforceable shall remain in full force and effect.

#### SEVEN YEAR RECORD RETENTION POLICY

Cooperator agrees to retain all necessary records, books, and any other reasonably necessary documentation relating to the nature, time, and scope of the Agreement, regardless of form, for a period of seven (7) years following completion or termination of the Agreement. If an audit, litigation, or other action involving the records is commenced before the end of the seven (7) year retention period, the records shall be maintained for three (3) years from the date that all issues arising out of the action are resolved.

#### ADDITIONAL TERMS AND CONDITIONS

Any and all tort claims by the Cooperator against the ODAFF, WS shall be governed by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq.

STATEMENT OF WORK AND REIMBURSEMENT

The Cooperator agrees to provide funds in the amount of Twenty Thousand Dollars (\$20,000.00) billed in Five Thousand Dollar (\$5,000.00) increments to be paid quarterly as their contribution to the ODAFF, WS for the period to be utilized for the purpose outlined below:

ODAFF WS will conduct wildlife damage management for the City of Norman through a variety of wildlife damage management abatement methods and techniques to help aid in the reduction of lost resources and the protection of human health and safety.

The ODAFF, WS agrees to furnish supervision of the project and terms as outlined in the Cooperative Agreement.

Points of contact for the administration of this support agreement are as follows:

- a. City of Norman, PO Box 370, Norman, OK 73070, (405) 329-2524 ext. 2, amy.shepard@normanok.gov
- b. Scott Alls, Director, Wildlife Services, Oklahoma Department of Agriculture, Food, and Forestry (405) 522-5464, scott.a.all@usda.gov

**AGREED AND EFFECTIVE** as of the date of the latter signature below.

Date \_\_\_\_\_, 20\_\_ Cooperator Representative

\_\_\_\_\_

Date 5-2, 2022 Oklahoma Department of Agriculture, Food, and Forestry

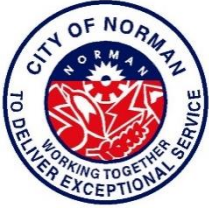
Blayne Arthur

Blayne Arthur, Secretary and Commissioner of Agriculture/Designee



**File Attachments for Item:**

12. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-3 AND CONTRACT K-2223-4 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, L.L.C., IN THE AMOUNT OF \$614,478.48 FOR THE ASPHALT PREVENTIVE MAINTENANCE PROJECT, FYE 2022 AND 2023 LOCATIONS, PERFORMANCE BOND B-2223-5; STATUTORY BOND B-2223-6; MAINTENANCE BOND MB-2223-3, AND RESOLUTION R-2223-3 GRANTING TAX-EXEMPT STATUS



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/12/2022

**REQUESTER:** Joseph Hill, Streets Program Manager

**PRESENTER:** Shawn O'Leary, Director of Public Works

**ITEM TITLE:** CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-3 AND CONTRACT K-2223-4 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, L.L.C., IN THE AMOUNT OF \$614,478.48 FOR THE ASPHALT PREVENTIVE MAINTENANCE PROJECT, FYE 2022 AND 2023 LOCATIONS, PERFORMANCE BOND B-2223-5; STATUTORY BOND B-2223-6; MAINTENANCE BOND MB-2223-3, AND RESOLUTION R-2223-3 GRANTING TAX-EXEMPT STATUS

### BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five project categories in the program include (1) Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. An asphalt preventive maintenance project was not bid in the first year of the bond program as staff researched and evaluated available methods. This contract includes the locations scheduled for FYE 2022 as well as the FYE 2023 locations.

Asphalt preventive maintenance in general consists of a variety of relatively inexpensive methods that extend the life of pavement that is still in fair condition. Extending the life of the existing pavement delays the need for expensive repaving or reconstruction. The City of Norman has utilized crack filling for many years. This project will add another method called a slurry seal. A slurry seal places a thin layer of fine aggregates, polymers, and asphalt emulsion over the entire surface of the pavement sealing it against moisture intrusion and protecting against UV degradation. All of the locations have recently been crack filled in preparation for the slurry seal. The project covers 8.3 miles of city streets.

### DISCUSSION:

The project was publically advertised on May 19, 2022 and May 26, 2022. Two contractors attended a pre-bid conference on June 1, 2022. Two bids were submitted and opened on June 9, 2022.

## Tabulation of Bid Results

<b>Contractor</b>	<b>Total</b>
Innovative Roadway Solutions, LLC, Bullard, TX	\$614,478.48
Vance Brothers, Oklahoma City	\$657,203.20
Estimate	\$762,212.00

Innovative Roadway Solutions, LLC of Bullard Texas in the amount of \$614,478.48, submitted the low bid. Both bids were below our estimate. While this is a low number of bids compared to many of our projects, it is a good showing. There are not many contractors doing this type of work at this scale. The bidders are two of the significant contractors in the region.

Innovative Roadway Solutions, LLC is a responsible bidder.

**2022 Locations funded as follows:**

<b>Project</b>	<b>Number and Account</b>	<b>Amount</b>
Bart Conner Drive	BP0500/50593399-46101	\$35,000
Broce Drive	BP0501/50593399-46101	\$30,000
Broce Court	BP0502/50593399-46101	\$8,000
Creekwood Court	BP0503/50593399-46101	\$11,000
Cove Hollow Court	BP0504/50593399-46101	\$11,000
Woodsboro Drive	BP0505/50593399-46101	\$10,000
Woodsboro Court	BP0506/50593399-46101	\$5,000
Greenwood Court	BP0507/50593399-46101	\$10,000
Pheasant Run Drive	BP0508/50593399-46101	\$10,000
Comanche Street	BP0509/50593399-46101	\$38,000
Symmnes Street	BP0510/50593399-46101	\$35,000
Apache Street	BP0511/50593399-46101	\$30,000
Aniol Avenue	BP0512/50593399-46101	\$7,000
Reed Avenue	BP0513/50593399-46101	\$10,000
Linn Street	BP0514/50593399-46101	\$4,000
Ponca Avenue	BP0515/50593399-46101	\$6,000
Stewart Avenue	BP0516/50593399-46101	\$20,000
Cockrel Avenue	BP0517/50593399-46101	\$10,000
Carter Avenue	BP0518/50593399-46101	\$30,000
<b>Total:</b>		<b>\$320,000.00</b>

**2023 Locations funded as follows:**

<b>Project</b>	<b>Number and Account</b>	<b>Amount</b>
Red Oaks Drive	BP0543/50593399-46101	\$9,000
Piney Oak Drive	BP0544/50593399-46101	\$10,000
Evergreen Circle	BP0545/50593399-46101	\$7,000
Kensington Road	BP0546/50593399-46101	\$10,000
Willow Branch Road	BP0547/50593399-46101	\$15,000
Quail Ridge Road	BP0548/50593399-46101	\$8,000
Bluestem Circle	BP0549/50593399-46101	\$3,000
Northwich Drive	BP0550/50593399-46101	\$20,000
David Court	BP0551/50593399-46101	\$3,000
Jackson Drive	BP0552/50593399-46101	\$30,000
Paul Court	BP0553/50593399-46101	\$3,000
Teresa Drive	BP0554/50593399-46101	\$15,000
Morren Drive	BP0555/50593399-46101	\$30,000
Barb Drive/Court	BP0556/50593399-46101	\$20,478.48
Vanessa Drive	BP0557/50593399-46101	\$30,000
Cindy Avenue	BP0558/50593399-46101	\$15,000
Crestland Drive	BP0559/50593399-46101	\$20,000
Crest Court	BP0560/50593399-46101	\$6,000
Crest Place	BP0561/50593399-46101	\$40,000
<b>Total:</b>		<b>\$294,478.48</b>
<b>Total Combined:</b>		<b>\$614,478.48</b>

If approved, construction of the Street Maintenance Bond Program –Asphalt Preventive Maintenance - FYE 2022 and 2023 Locations Project will begin in August 2022. The construction time for this project is 240 days with an estimated completion in late March 2023 plus weather days.

**RECOMMENDATION:**

Staff recommends the approval of Contract K-2223-4 with Innovative Roadway Solutions, LLC in the amount of \$614,478.48 for construction of the Street Maintenance Bond Program –Asphalt Preventive Maintenance - FYE 2022 and 2023 Locations Project.

Staff further recommends that Performance Bond B-2223-5, Statutory Bond B-2223-6, and Maintenance Bond MB-2223-3 be approved.

Staff further recommends that Innovative Roadway Solutions, LLC, be authorized as Project Agent via Resolution R-2223-3

**CONTRACT**

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Innovative Roadway Solutions, 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 2223-3 STREET MAINTENANCE BOND PROGRAM - ASPHALT PREVENTIVE MAINTENANCE, FYE 2022 AND 2023 LOCATIONS**

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) Six Hundred Fourteen Thousand, Four Hundred Seventy-Eight and 48/100 (DOLLARS).

(NUMERALS) (\$ 614,478.48 )

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 Journal Record, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, 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.

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 him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 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 his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including 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:

**STREET MAINTENANCE BOND PROGRAM - ASPHALT PREVENTIVE MAINTENANCE, FYE 2022 AND 2023 LOCATIONS**

240 Calendar Days

1. 240 Calendar Days does not include weather days

i) Weather days to be determined by the engineer or streets program manager

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.
- c. 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.
- d. 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.

Contract No. K-2223-4  
Page 2 of 4

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 Texas )  
 ) ss:  
COUNTY OF SMITH )

Kevin King \_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.



*Kevin King*  
Kevin King, President - Contractor  
MANAGING MEMBER 7/10/22 KE

Contract No. K-2223-4  
Page 3 of 4



Subscribed and sworn to before me this 29th day of June, 2022.



Cheryl Newman  
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 29th day of June, 2022.

(Corporate Seal) (where applicable)



Innovative Roadway Solutions, LLC  
Principal

ATTEST:  
Authorized Representative  
Shamus King  
Corporate Secretary (where applicable)

Signed: Kevin King  
Kevin King, President *MANAGING MEMBER 7/8/22 K*

Address 493 Doctor M Roper Pkwy N, Bullard, TX 75757

Telephone: (903) 894-4520

CITY OF NORMAN:

Approved as to form and legality this 29th day of July, 2022. *2021 7/18/22*

Clisabeth L. Linder  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**CONTRACT AFFIDAVIT**



STATE OF Missouri )  
 ) ss:  
COUNTY OF St. Louis )

Kevin King, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of \_\_\_\_\_ to submit the above Contract to the City of Norman, Oklahoma. Innovative Roadway Solutions, LLC

Affiant 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.

*Kevin King*  
Kevin King, ~~President~~ Contractor  
*MANAGING MEMBER 7/8/22* ✓

Subscribed and sworn to before me this 24th day of June, 2022.



*Cheryl Newman*  
Notary Public

My Commission Expires:  
03/11/24

**PERFORMANCE BOND**

Know all men by these presents, that Innovative Roadway Solutions, LLC as PRINCIPAL, and Liberty Mutual Insurance Company Corporation organized under the laws of the State of Massachusetts 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 Six Hundred Fourteen Thousand, Four Hundred Seventy Eight and 48/100 DOLLARS, (\$ 614,478.48 ), 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 2223-3 STREET MAINTENANCE BOND PROGRAM - ASPHALT PREVENTIVE MAINTENANCE. FYE 2022 AND 2023 LOCATIONS**

has entered into a written CONTRACT (K-2223-4) with THE CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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 his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his 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 29th day of June, 2022 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 June 29, 2022.

(Corporate Seal) (where applicable)

ATTEST:

*Shanna King*

Corporate Secretary (where applicable)

Principal Innovative Roadway Solutions, LLC

Signed: *Kevin King*  
Authorized Representative

Title: *Kevin King, President - Managerial Member*  
7/3/22 *KK*

Address: 493 Dr. M. Roper Pkwy. N.  
Bullard, TX 75757

Telephone: (314) 524-7223

(Corporate Seal) (where applicable)

ATTEST:

Mary T. Flanagan, Witness



Surety: Liberty Mutual Insurance Company

Signed: *D. Scarborough*  
Authorized Representative

Printed: Debra J. Scarborough  
Authorized Representative

Title: Attorney-in-Fact

Address: 175 Berkeley Street, Boston, MA 02116

Telephone: (617) 357-9500

**CORPORATE ACKNOWLEDGEMENT**

STATE OF TEXAS )  
COUNTY OF SMITH ) SS:



The foregoing instrument was acknowledge before me this 29<sup>th</sup> day of June, 2022, by Kevin King, President Managerial Member (Name and Title), of Innovative Roadway Solutions, LLC 7/3/22, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 29<sup>th</sup> day of June, 2022.

*Cheryl Newman*  
Notary Public

My Commission Expires: 03/11/24

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_ a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ (Name and Title) \_\_\_\_\_ (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**CITY OF NORMAN**

Approved as to form and legality this 8 day of July, 2022

*Disabeth Luchala*  
City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Performance Bond No. B-2223-5  
Page 3 of 3



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206414-674009

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. Stephens Girgen, Charissa D. Leever, Charles R. Peter, III, Christy M. Braile, Debra J. Scarborough, Erin C. Lavin, Evan D. Sizemore, Hillary D. Shepard, Jeffrey C. Carey, Kellie A. Meyer, Lauren Scott, Mary T. Flanagan, Patrick T. Pribyl, Rebecca S. Teal, Tahitia M. Fry, Veronica Lawver

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seats of the Companies have been affixed thereto this 5th day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes thereon contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Certificate Number: 1126044
Member Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_ day of \_\_\_.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquires, please call 610-832-8240 or email HOSUR@libertymutual.com.



STATUTORY BOND

Know all men by these presents that Innovative Roadway Solutions, LLC as PRINCIPAL, and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Massachusetts, 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 Six Hundred Fourteen Thousand, Four Hundred Seventy Eight and 48/100 DOLLARS (\$ 614,478.48 ), 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 2223-3 STREET MAINTENANCE BOND PROGRAM - ASPHALT PREVENTIVE MAINTENANCE, FYE 2022 AND 2023 LOCATIONS**

has entered into a written CONTRACT (K-2223-4) with THE CITY OF NORMAN, dated this \_\_\_ day of \_\_\_, 2022, 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, his 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 27th day of June, 2022, 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 27th day of June, 2022.

(Corporate Seal) (where applicable)

ATTEST

*Shanna King*  
Corporate Secretary (where applicable)



Principal Innovative Roadway Solutions, LLC

Signed: *Kevin King*  
Authorized Representative

Title: *Kevin King, President* *Member & Member*  
*7/18/22 KC*

Address: 493 Dr. M. Roper Pkwy. N.  
Bullard, TX 75757

Telephone: (314) 524-7223

Statutory Bond No. B-2223-6  
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST: Mary T. Flanigan  
Mary T. Flanigan, Witness



Surety: Liberty Mutual Insurance Company

Signed: Debra J. Scarborough  
Authorized Representative

Printed: Debra J. Scarborough  
Authorized Representative

Title: Attorney-in-Fact

Address: 175 Berkeley Street, Boston, MA 02116

Telephone: (617) 357-9500

**CORPORATE ACKNOWLEDGEMENT**

STATE OF TEXAS )  
 ) SS:  
COUNTY OF SMITH )



The foregoing instrument was acknowledge before me this 29th day of June, 2022, by Karin King, President, Innovative Roadway Solutions, LLC (Name and Title), of Innovative Roadway Solutions, LLC a(n) corporation, on behalf of the corporation. 7/8/22 KC

WITNESS my hand and seal this 29th day of June, 2022.

Cheryl Newman  
Notary Public

My Commission Expires: 03/11/24

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_, a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Statutory Bond No. B-2223-6  
Page 2 of 3



**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
(partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**CITY OF NORMAN**

Approved as to form and legality this 8 day of July, 2022.

*Elizabeth L. W. Dale*  
City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 2022

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8206414-674009

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. Stephen Griggs, Charissa D. Leuver, Charles R. Teter, III, Christy M. Braile, Debra J. Scarborough, Erin C. Lavin, Evan D. Sizemore, Hillary D. Shepard, Jeffrey C. Carey, Kellie A. Meyer, Lauren Scott, Mary T. Flanagan, Patrick T. Pribyl, Rebecca S. Leal, Tahitia M. Fry, Veronica Lawver

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of October, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 5th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member: Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS: Section 12. Power of Attorney**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.**

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CITY OF NORMAN

Bond No. 674219155

MAINTENANCE BOND

Know all men by these presents that Innovative Roadway Solutions, LLC, as Principal, and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Massachusetts, 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 Six Hundred Fourteen Thousand, Four Hundred Seventy Eight and 48/100 (\$614,478.48) DOLLARS (\$), 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 Ninety Two Thousand, One Hundred Seventy One and 77/100 (\$91,171.77) DOLLARS(\$), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of four (4) years 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 2223-3 STREET MAINTENANCE BOND PROGRAM - ASPHALT PREVENTIVE MAINTENANCE, FYE 2022 AND 2023 LOCATIONS**

has entered into a written CONTRACT (K-2223-4) with the CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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 five (5) years 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-2223-3

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 29<sup>th</sup> day of June, 2022, 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 29<sup>th</sup> day of June, 2022.

(Corporate Seal) (where applicable)

ATTEST:

Shame King

Corporate Secretary (where applicable)

Principal Innovative Roadway Solutions, LLC

Signed: [Signature]

Authorized Representative

Title: Kevin King President MANAGING MEMBER 7/8/22 ✓

Address: 493 Dr. M. Roper Pkwy. N.

Bullard, TX 75757

Telephone: (314) 524-7223

(Corporate Seal) (where applicable)

ATTEST:

Mary T. Flanigan  
Mary T. Flanigan, Witness

Surety: Liberty Mutual Insurance Company

Signed: [Signature]

Authorized Representative

Printed: Debra J. Scarborough

Authorized Representative

Title: Attorney-in-Fact

Address: 175 Berkeley Street, Boston, MA 02116

Telephone: (617) 357-9500



**CORPORATE ACKNOWLEDGEMENT**

STATE OF TEXAS )  
 ) SS:  
COUNTY OF SMITH )



The foregoing instrument was acknowledge before me this 29<sup>th</sup> day of June, 2022, by Kevin King President MANAGING MEMBER (Name and Title), of Innovative Roadway Solutions, LLC a(n) corporation, on behalf of the corporation. 7/8/22 ✓

WITNESS my hand and seal this 29<sup>th</sup> day of June, 2022.

[Signature]  
Notary Public

My Commission Expires:

03/11/2025

Maintenance Bond No. MB-2223-3  
Page 2 of 3

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_, a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ (Name and Title) \_\_\_\_\_ (partner/agent) on behalf of \_\_\_\_\_, a partnership.

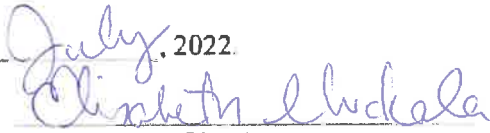
WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**CITY OF NORMAN**

Approved as to form and legality this 8 day of July, 2022.

  
\_\_\_\_\_  
City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 2022

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206414-674009

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. Stephens, Jr., Charissa D. LeCuyer, Charles R. Teter III, Christy M. Braille, Debra J. Scarborough, Erin C. Layton, Evan D. Sizemore, Hillary D. Shepard, Jeffrey C. Carey, Kellie A. Meyer, Lauren Scott, Mary T. Flanagan, Patrick T. Pribyl, Rebecca S. Leal, Tahira M. Fry, Veronica Lawver

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member Pennsylvania Association of Notaries

By: [Signature]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_ day of \_\_\_.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# Resolution

R-2223-3

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING INNOVATIVE ROADWAY SOLUTIONS. L.L.C., AS PROJECT AGENT FOR THE ASPHALT PREVENTIVE MAINTENANCE PROJECT, FYE 2022 AND 2023 LOCATIONS, FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Innovative Roadway Solutions, L.L.C., for the Asphalt Preventive Maintenance Project, FYE 2022 and 2023 Locations, for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Innovative Roadway Solutions, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Innovative Roadway Solutions, L.L.C., to purchase materials which are in fact used for the Asphalt Preventive Maintenance Project, FYE 2022 and 2023 Locations, for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Innovative Roadway Solutions, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 12th day of July, 2022, did appoint Innovative Roadway Solutions, L.L.C., who is involved with the Asphalt Preventive Maintenance Project, FYE 2022 and 2023 Locations, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Asphalt Preventive Maintenance Project, FYE 2022 and 2023 Locations, for the City of Norman.

PASSED AND ADOPTED THIS 12th day of July, 2022.

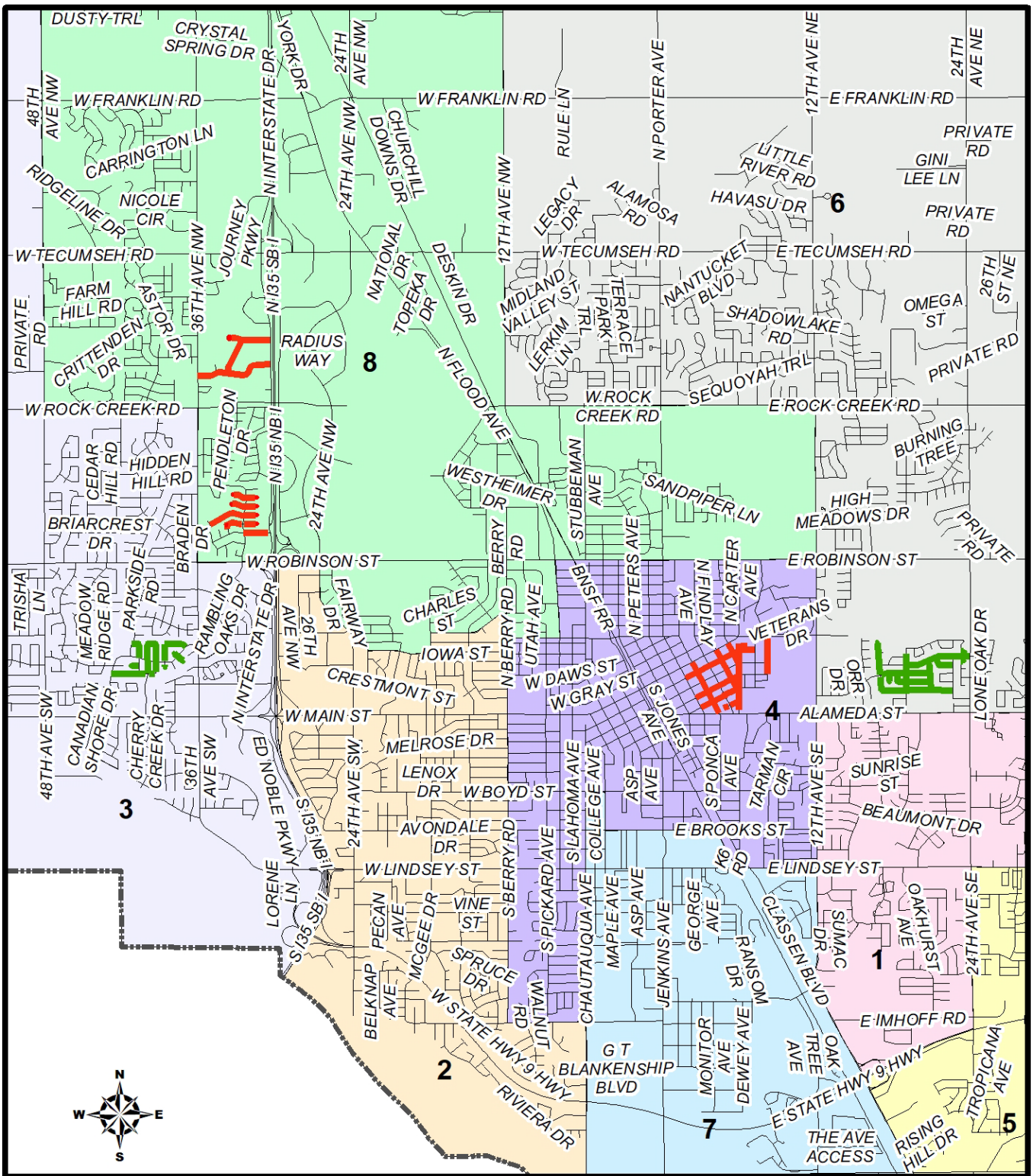
ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk







FYE 2022 Locations (red)  
and  
FYE 2023 Locations (green)



## Street Maintenance Bond Program

### Asphalt Preventive Maintenance, FYE 2022 Locations

STREET NAME	LIMITS	Length (FT)	Width (FT)	Approximate Area (SY)
Bart Conner Dr	36th Ave. NW/Interstate Dr	2,696	32	9,586
Broce Dr	Bart Conner Dr/Interstate Dr	2,214	32	7,872
Broce Ct	Broce Dr/End	362	32	2,918
Creekwood Ct	East End/West End	749	24	3,010
Cove Hollow Ct.	East End/West End	794	24	3,083
Woodsboro Dr	Crossroads Blvd/Quail Hollow Dr	1,272	24	3,392
Woodsborrow Ct	Crossroads Blvd/East End	414	24	1,570
Greenwood Ct	Pheasant Run Rd/East End	1,102	24	3,508
Pheasant Run Dr	Crossroads Blvd/Interstate Dr	836	32	2,972
Comanche St	Porter Ave/Cook Ave	2,605	21	6,078
Symmes St	Porter Ave/Carter Ave	1,667	20	3,704
Apache St	Porter Ave/Carter Ave	1,472	19	3,108
Aniol Ave	Comanche St/So 100 Block	255	16	453
Reed Ave	Main/Eufala	854	24	2,277
Reed Ave	Eufala/Symmes	376	12	501
Linn St	Carter/Findlay	326	16	580
Linn St	Findlay/west end	200	16	356
Ponca Ave	Main St/Alameda St	1,997	20	4,438
Stewart Ave	Main St/Carter Ave	1,683	22	4,114
Cockrel Ave	Main St/Eufaula St	770	24	2,053
Carter Ave	Main/Eufala	685	16	1,218
Carter Ave	Eufala/Alameda	1,601	22	3,914
<b>Total:</b>				<b>70,706</b>

## Street Maintenance Bond Program Asphalt Preventive Maintenance, FYE 2023 Locations

STREET NAME	LIMITS	Length (FT)	Width (FT)	Approximate Area (SY)
Red Oaks Dr	Piney Oak/Quail Dr	769	24	2,051
Piney Oak Dr	Quail Dr/Red Oaks Dr	660	24	2,233
Evergreen Cr	North End/South End	384	24	1,970
Kensington Rd	Northwich Dr/Willow Branch Rd	1,089	24	2,904
Willowbranch Rd	Main St/Kensington Rd	1,115	24	2,973
Quail Ridge Rd	Quail Dr/Parkside Rd	699	24	1,864
Bluestem Cr	Quail Ridge Rd/West End	238	23	1,081
Northwich Dr	Lamp Post/Kensington Rd.	1,378	24	3,675
David Ct	23rd Ave NE/East 2300 Block	82	24	673
Jackson Dr	24th Ave NE/Crest Dr	2,228	32	7,922
Paul Ct	23rd Ave NE/East 2300 Block	79	24	665
Teresa Dr	Jackson Dr/22nd Ave NE	769	24	2,261
Morren Dr	Cindy Ave/Crest Pl	1,667	24	4,445
Barb Dr/Ct	Cindy Ave/Morren Cir	1,362	24	3,842
Vanessa Dr	22nd Ave NE/Crest Pl	2,470	24	6,587
Cindy Ave	Jackson Dr/Vanessa Dr	981	23	2,507
Crestland Dr	Morren Dr/North 200 Block	1,278	32	4,544
Crest Ct	Morren Dr/Cul-de-Sac	255	23	1,106
Crest Pl	Vanessa Dr/N. Cul-de-Sac	1,530	23	4,577
Total:				57,878

**File Attachments for Item:**

13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-7: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DUKE'S SALES AND SERVICE, INC., IN THE AMOUNT OF \$169,000 TO PROVIDE ROOT CONTROL FOR SANITARY SEWER MAINS THROUGHOUT THE CITY OF NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/12/2022

**REQUESTER:** Scott Aynes, Line Maintenance Manager

**PRESENTER:** Scott Aynes, Line Maintenance Manager

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-7: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DUKE'S SALES AND SERVICE, INC., IN THE AMOUNT OF \$169,000 TO PROVIDE ROOT CONTROL FOR SANITARY SEWER MAINS THROUGHOUT THE CITY OF NORMAN.

### BACKGROUND:

On May 23, 2017, the Norman Utilities Authority (NUA) approved Contract K-1617-136 with Duke's Sales and Service, Inc., which extended the Sewer Main Chemical Root Control program. The scope of services included applying root control agent to sanitary sewer mains ranging in size from six inch (6") to twelve inch (12") as dense and persistent foam in a sufficient consistency to fill the entire void within the pipe.

Root intrusion into the sanitary sewer main causes a "nest" of roots to build in the sewer main. This obstruction collects grease and other matter causing blockage in the main. The resultant blockage can cause sewer backups in businesses and residences as well as manhole overflows. It is possible to significantly reduce or eliminate root intrusion in the sewer mains by injecting a foam herbicide into the affected mains.

This process and chemical product "Razoroooter II" (USEPA Registration # 64898-8) does not injure above ground vegetation, only the offending roots. The chemical product used by Duke's Sales and Service, Inc. is analyzed by Wastewater Treatment staff for effects to microbiological organisms including bio monitoring before and during application.

Duke's Sales and Service, Inc. has continued providing root control to the sanitary sewer mains. After a period of five years, it was necessary to renegotiate a contract for this service.

### DISCUSSION:

Requests for proposals (RFP) were mailed to six (6) possible providers of root control chemical systems. One (1) response from Duke's Sales and Service, Inc. was received. An RFP committee comprised of Line Maintenance and Water Reclamation personnel evaluated the proposal. The proposal contains excellent insurance coverage for environmental impacts and a

root control chemical that negates possible negative effect to the Water Reclamation Facility. This proposal also contains provisions for a yearly renewal up to four (4) additional years. If approved, contract number K-2223-7 will increase costs by an average of 11% and supersede the City's existing contract with Duke's Sales and Service, Inc. (K-1617-136).

Available funds in the amount of \$169,000 are available for FYE 23 in the Maint & Rep Other Const Svc (32955252-44238) following a 26% budget increase to pay for increased footage for this service.

**RECOMMENDATION:**

Staff recommends the NUA approve Contract K-2223-7 in the amount of \$169,000 with Duke's Sales and Service, Inc. for sanitary sewer root control services.

**City of Norman, OK**  
**Sewer Root Control Contract**

## SEWER ROOT CONTROL REQUIREMENTS CONTRACT

### 1.0. DEFINITIONS OF TERMS USED IN THIS CONTRACT

**DUKE'S:** Duke's Root Control, Inc. of Syracuse, NY.

**AUTHORITY:** Norman Utilities Authority

**PESTICIDE:** From the Code of Federal Regulations, Title 40: "any substance or mixture of substances intended for preventing, destroying, or mitigating any pest, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant (162.3.ff)" including "root control herbicides intended to prevent the growth of, or kill roots in certain sites such as sewer lines and drainage tiles (162.3.ff.9.iv)."

**OKDOA:** Oklahoma Department of Agriculture

**USDOT:** United States Department of Transportation.

**USEPA:** The United States Environmental Protection Agency.

**WASTEWATER TREATMENT PLANT:** Any facility or facilities used to treat flows from any sewer in which the Contractor performs any work or introduces any material.

**WASTEWATER TREATMENT PLANT OPERATOR:** The supervisor responsible for daily operations at any wastewater treatment plant as defined above, and/or the Authority of any wastewater treatment plant as defined above.

**PRODUCT:** Razorooter II®, Duke's chemical sewer root control product, USEPA Registration # 64898-8.

## 2.0 GENERAL

Duke's Root Control, Inc. (hereafter, Duke's) will apply its chemical sewer root control product to control tree roots in sanitary sewers for Norman Utilities Authority (hereafter, the Authority). The purpose of the application is to kill tree roots present in the lines and to inhibit root re-growth, without permanently damaging the vegetation producing the roots, and without disrupting wastewater treatment plant processes. The chemical agent shall be Razorooter II®.

Razorooter II® contains an herbicide to destroy root tissue, deter re-growth, and a foaming surfactant to deliver the herbicides to the target root growths. The Product is registered with the USEPA and the OKDOA. The Product will be applied as a foam. The foam shall be pumped under sufficient pressure to assure that the entire sewer section is completely filled with foam, and to assure that the foam passes through lateral pipe connections to a distance of **5 to 10 feet up service laterals**. Duke's will be responsible for insuring that the chemical treatments have no adverse effects on wastewater treatment plants and/or receiving waters downstream from the applications. Duke's will take all necessary steps to prevent said adverse effects and conform to the Best Management Program (BMP) for storm water pollution prevention, at Duke's own expense. Duke's will provide, in addition to other insurance the **Pollution and Chemical Liability insurance** as required in the Authority's RFP document.

The project shall be supervised by a licensed applicator, certified by OKDOA (see 14.0 for experience statements).

Duke's will guarantee all treatments in accordance with the terms of the guarantee as set forth in the attachment included with this contract.

## 3.0 REQUIREMENTS CONTRACT

The Authority is not obligated to any minimum or maximum quantities under the contract. The Authority may issue purchase orders to Duke's on an as-needed basis, although nothing in this document shall be construed as obligating the Authority to do so.

## 4.0 CONTRACT PERIOD

The initial term of the contract shall be for the period of one year. The contract may be extended for additional one year periods up to a total of four additional years, at the sole option and discretion of the Authority.



## **5.0 AUTHORITY**

The Authority shall decide every question which may arise relative to the fulfillment of the contract on the part of Duke's.

## **6.0 STOP WORK ORDERS AND CONTRACT TERMINATION BY THE AUTHORITY**

The Authority may order Duke's to stop work at any time, without cause. Verbal instruction to Duke's crew foreman by an authorized representative of the Authority, and an email memorializing said notice sent to Duke's on that same date shall be sufficient notice of cancellation.

The Authority may terminate the contract at any time without cause, at the sole discretion of the Authority. An email providing notification of termination sent to Duke's shall be sufficient notice of termination.

In the event a stop work order is issued or the contract is terminated, the Authority shall only be obligated to pay for that portion of the work completed by Duke's prior to the issuance of the stop work order or contract termination.

## **7.0 PAYMENTS**

**Payment to Duke's will be made only after all work specified by the Contract has been completed to the Authority's satisfaction, and all reports and submittals requested by the Authority have been received by the Authority.**

## **8.0 WORK SCHEDULE AND TIME FOR COMPLETION**

In the event that the Authority desires to have work performed by Duke's, the Authority shall issue a purchase order to Duke's. The Authority may issue more than one purchase order per contract period.

Upon receipt of a purchase order, Duke's shall start work within thirty calendar days, and complete all work in a timely fashion to the satisfaction of the Authority.

Duke's will notify the Authority prior to starting work on any portion of the project. All work shall be performed during normal business hours observed by the Authority. Work during other hours, weekends, or holidays observed by the Authority, may only be performed with written permission from the Authority. The Authority reserves the right to inspect all work as it is performed, and to reject any work that in the opinion of the Authority is unsatisfactory.

## **9.0 PROPERTY DAMAGES CAUSED BY DUKE'S**

Should any damage be caused to public or private property by Duke's or its employees or agents, Duke's will be required to make immediate repairs. The Authority may, however, elect to make repairs or replace damaged property and deduct the cost of such from moneys due or to become due to Duke's from the Authority.

## **10.0 PROTECTION OF WASTEWATER TREATMENT PLANT AND RECEIVING WATERS**

Duke's will take necessary steps to prevent adverse effects on wastewater treatment plant processes.

Duke's is expert in this type of work, and recognizes and understands the risks posed by this type of work on wastewater treatment plant processes. Duke's will not rely on the Authority for guidance in this regard.

Introduction of any materials in any wastewater treatment plant must be with the approval of the wastewater treatment plant operator for that plant.

Duke's will notify the Wastewater Treatment Plant Operator of any wastewater treatment plant that may be affected by Duke's performance of the Contract, of the date and time of all intended work, and provide the Operator with data or other information requested by the Operator, including specimen product labels and Material Safety Data Sheets, for any materials introduced to the collection system.

In the event that a wastewater treatment plant experiences a reduction in operating efficiency during the execution of the project, whether the result of the chemical treatments or not, Duke's will immediately suspend all applications, and notify the Authority. Duke's will resume operations only after problems at the wastewater treatment plant have been corrected, and Duke's has taken appropriate steps, satisfactory to the Authority and the Wastewater Treatment Plant Operator, to mitigate future problems.

## **11.0 COMPOSITION OF DUKE'S CHEMICAL ROOT CONTROL PRODUCT**

The chemical root control agent shall be Razorooter II®. The chemical root control agent is registered with the EPA and the California Department of Pesticide Regulation, and is labeled for use in sewers to control tree roots. The chemical Root control agent contains an active ingredient for controlling sewer roots and deterring their re-growth. There is also a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.  
Active ingredient:

1. **Diquat Dibromide** is a Category "E" compound, the most favorable rating attainable on the U.S. EPA's chronic exposure toxicological rating scale.
2. **Diquat Dibromide** is not considered a carcinogen, teratogen, mutagen, or oncogene, based on laboratory testing.
3. **Razorooteer II®** does carry a "signal word" assigned by the U.S. EPA of "Warning" on the product label.
4. **Diquat Dibromide** is non-volatile in order to minimize exposure to workers and other individuals by inhalation.
5. **Diquat Dibromide** is not readily absorbed through the skin.
6. **Razorooteer II®** does not contain the active ingredient(s) metam-sodium or copper sulfate.

Surfactant system:

1. Does produce a dense, small bubble, clinging foam, which sustains its shape for a minimum of one hour.
2. Does enhance the penetration of herbicide into root masses.
3. Does contain an Alkylpolyglucoside (formulations of vegetable oil and carbohydrate from agricultural products).
4. Does not foam chemically upon contact with water.

## 12.0 COMPLIANCE WITH TRANSPORTATION LAWS

Duke's will comply with all USDOT regulations relative to commercial vehicle numbering, placarding and registration; driver licensing, driver drug testing, and record keeping; and all other pertinent requirements contained in Federal Motor Carrier Safety Regulations.

## 13.0 INSURANCE AND POLLUTION LIABILITY INSURANCE

Duke's will provide Pollution Liability Insurance, **in addition to** all other insurance required by the Authority (i.e., General Liability, and Automotive liability, etc.) and as required by law.

- a. **Pollution Insurance:** Duke's will maintain, throughout the period of the work contracted herein, **Pollution Liability insurance in the amount of \$5,000,000.00 total loss.** This coverage protects Duke's, the Authority, and the Authority's officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The insurance carrier used by Duke's will hold an A.M. Best rating of at least "A."
- b. **General Insurance:** Duke's commercial general liability limit, including umbrella coverage totals \$10,000,000.00 (total occurrence), \$1,000,000.00 each occurrence.

- c. **Automotive:** Duke's carries a combined single limit of \$1,000,000.00 in Automotive insurance.

#### **14.0 DUKE'S QUALIFICATIONS AND KEY PERSONNEL**

Duke's is the largest, and most experienced sewer root control contractor in the United States. As such, Duke's is licensed with the OKDOA, and Duke's has four applicators certified to perform root control applications with the OKDOA (listed below).

All work discussed herein will be performed, or supervised by Certified Pesticide Applicators licensed with the OKDOA. Duke's on-site Foremen, are all experienced, certified pesticide applicators, with certification in several states. Any Duke's Foreman assigned to perform work for the Authority will have a minimum of five (5) years experience as a sewer root control applicator, and shall have personally performed a minimum of 5,000,000 linear feet of treatments as a Certified Pesticide Applicator and/or under the direct supervision of a Certified Pesticide Applicator. All other Duke's employees assigned to perform work for the Authority shall be experienced pesticide applicators certified in several states, and shall have personally performed a minimum of 3,000,000 linear feet of treatments.

##### **Staff Resumes Assigned to Project**

###### **Brian Conroy, Project Manager**

Brian Conroy, a Licensed Certified Applicator with 31 years' experience at Duke's will be responsible for all contract negotiations and representations made prior to the award. Brian shall also be responsible for assisting the city in program planning, insuring customer satisfaction, strategic planning questions such as budget planning and program needs.

###### **Braden Boyko, Vice President**

Braden Boyko has 17 years of experience with Duke's and shall be responsible for contract execution up to and following the award. Braden shall be responsible for job scheduling, overseeing job performance, documentation and record keeping. Questions related to invoices, reports, insurances, scheduling and Data Base Management should be directed to Braden Boyko.

###### **Charles Morse, Certified Applicator and Foreman**

Charles Morse, First Certified Applicator and Foreman for the Authority's project. Charles has over 40 years of experience in sewer line chemical root control and is a Licensed Certified applicator in 24 states. Charles is the highest rated applicator in the company. Charles shall provide on-site supervision for the project.

###### **Jacob Morse, Austin Baker, Rick Yazel: Certified Applicators**

Jacob Morse, Austin Baker and Rick Yazel are Oklahoma Licensed Certified Pesticide Applicators and will provide on-site supervision.

### **Assistants and Additional Staff**

Additional field personnel may provide assistance to the Certified Applicators. All field personnel are trained, experienced, and properly licensed.

## **15.0 MANNER OF APPLICATION**

Application of the chemical root control agent shall be by foaming in accordance with the best recommended practice for conditions present in the line under treatment. All foaming procedures shall be in strict accordance with the instructions on the container label.

A foam discharge hose shall be inserted throughout the entire length of the sewer section to be treated. To avoid injury to plant tissue that would reduce the effectiveness of the treatments, hydraulic or mechanical sewer cleaning machines shall not be used on any sewer section scheduled for treatment for a period of at least sixty days prior to the treatment. Hydraulic or mechanical sewer cleaning machines will not be used to convey the foam discharge hose through the sewer section, or to convey ropes or cables through the sewer section. Methods of conveying the foam discharge hose through the sewer section are: 1) manually or mechanically shoving the foam discharge hose through the section, or 2) floating a rope through the sewer section and using the rope to pull the foam discharge hose into the section.

The equipment used shall discharge foam at approximately 30 PSI, so as to force foam up connecting lateral sewers approximately 5 - 10 feet. Hose retrieval rates must be timed to evenly distribute the full quantity of foam throughout the entire area of treatment. The quantity of foam shall be sufficient to completely fill the entire volume of the main sewer treated, plus an additional 10% to allow for the penetration of material up lateral sewers, and for loss in manholes. Sewer service to homeowners shall not be interrupted.

## **16.0 DUKE'S RESPONSIBILITIES**

- a. Duke's is liable to the Authority for all expenses, losses or damages, as determined by the Authority, incurred in consequence and any defect, omission or mistake of Duke's, his subcontractors, agents, or employees, or for the making good thereof.
- b. Should any chemical root control agent spill on the ground, the chemical and affected soil shall be removed and safely disposed of. The area shall be restored to a condition equal to or better than before the spill. Any damage to vegetation

resulting from misuse of the chemical root control agent shall be the responsibility of Duke's.

- c. Duke's is responsible for any and all damages to structures inside and out caused by root control chemicals.
- d. Duke's is responsible for insuring that there are no adverse effects on wastewater treatment plant processes, or adverse effects on the quality of wastewater treatment plant effluent, as a result of chemical applications.
- e. Duke's will place proper traffic warning devices to protect the specific job site, and to prevent accidents or personal injury to the public. Police protection and/or flagmen for safe traffic control shall be provided by Duke's as conditions dictate or when so directed by the Authority.
- f. Filling of a chemical mixing tank shall be done with an air gap or reduced-pressure-zone backflow prevention device approved by the Authority. Duke's will only draw water from public water supplies at locations approved by the Authority.
- g. Duke's will keep complete, accurate records of each day's operation. Records shall show date of treatment, sections of line treated, pipe size and distance, and other pertinent information. Logsheets shall be submitted with the invoice.
- h. A Duke's representative will periodically check on the treatments throughout the life of the guarantee, in order to evaluate the success of the project and address any concerns the Authority may have.
- i. Duke's will be responsible for handling, transporting, use of any hazardous materials, and insure disposal of all pesticide containers is done according to State and Federal regulations.

**17.0 ASSISTANCE PROVIDED BY THE AUTHORITY**

- a. The Authority will provide a representative to accompany Duke's crew and/or provide sewer system drawings showing the exact locations of the pipes to be treated.
- b. The Authority shall provide for the entering of private lands, public lands and right-of-ways.
- c. The Authority shall provide a source of fresh water at locations to be designated by the Authority.

- d. The Authority shall locate and uncover hidden or buried manholes, and restore street surfaces, easements, etc.

## **18.0 REPORTS ON COMPLETED WORK PROVIDED BY DUKE'S**

Accompanying the invoice, or whenever requested by the Authority, Duke's will submit logsheets and reports which show, as a minimum, the following information:

- The name of the Authority
- The report date
- The date each given sewer line was treated
- Street name for each given sewer line
- A description (manhole numbers, house numbers, cross streets, etc.) which will enable the Authority to accurately identify the exact location of each sewer line
- The pipe size for each given sewer line
- The length (manhole to manhole) for each given sewer line
- Special conditions found by Duke's crew
- The date the guarantee expires on each given sewer line

The reports on completed work shall be submitted in two separate formats to assist the Authority, as follows:

1. Arranged by Date Treated in order for the Authority to easily determine and compare which sewer lines were treated on a given day, Duke's will submit a complete set of completed work reports sorted on the date treated.
2. Arranged by Street Name in order for the Authority to easily look up a particular street or sewer section, and determine particulars of the treatment, Duke's will submit a complete set of reports sorted by Street Name.

In addition, all reports are available in electronic form at the request of the Authority.

## **19.0 GUARANTEE**

For each sewer section (manhole-to-manhole) that is treated under the Contract, Duke's will guarantee the work as follows:

**At the option of the Authority**, Duke's, at its own expense, will re-treat a sewer section, or refund 100% of the payment received to treat that section, in the event that: (1) live roots are found in the section within six months after the application; or, (2) the section plugs up and floods due to tree root obstructions within a period of three years, beginning the date of treatment, and ending three years after the date of treatment.

Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

**The decision of the Authority as to the cause of a stoppage is binding.**

The guarantee applies only to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. **Duke's is not responsible for damage caused by main line stoppages.**

Duke's will return periodically (every 4 to 8 months), at Duke's sole expense, to perform free re-treatments as required under this guarantee.

## **20.0 QUALITY CONTROL**

In addition to the terms of the Guarantee, set forth above, Duke's will provide the following, in order to ensure the quality of the work proposed herein:

- a. Duke's agrees to only use fresh (i.e., bottled within six months) material, that exhibits excellent foaming capability. The active ingredient and Foaming agent will be packaged separately in order to eliminate any incompatibility problems associated with these different chemical compounds.
- b. Duke's Oklahoma Regional Manager located will make direct, personal visits to the Owners Public works facilities (Line Maintenance Division) in order to inspect the work and to ensure Authority satisfaction.
- c. Duke's will notify the Authority, by mail, on a semi-annual basis that the lines treated are under guarantee (Duke's standard guarantee reminder letter) and provide additional log sheets. The purpose of this letter is to remind the Authority that the treated lines are under guarantee, in order to schedule any necessary guarantee re-treatments.

## **21.0 EQUAL EMPLOYMENT OPPORTUNITY**

Duke's hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. Duke's affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is the Duke's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. Duke's further affirms completion of applicable



governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

## **22.0 –WAIVER**

A waiver by either the AUTHORITY or by DUKE's of any breach of this AGREEMENT shall be in writing provided by email. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

## **23.0 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 it 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.

## **24.0 SUCCESSORS AND ASSIGNS**

The AUTHORITY and DUKE's each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

## **25.0 ASSIGNMENT**

Neither the AUTHORITY nor DUKE's shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, DUKE's may assign its rights to payment without the AUTHORITY's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this ARTICLE shall prevent DUKE's from engaging independent consultants, associates and subcontractors to assist in the performance of the SERVICES.

**26.0 NO THIRD PARTY RIGHTS**

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of the AUTHORITY and DUKE's. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the AUTHORITY and DUKE's.

**27.0 REFERENCES**

<b>Owner/Agency:</b>	Norman Utilities Authority
<b>Date of Engagement</b>	Annual Contract since 1997
<b>Nature of Engagement</b>	Chemical Root Control Application
<b>Results Achieved</b>	Excellent
<b>Contact:</b>	Jared Mattern
<b>Phone:</b>	405-329-0703

<b>Owner/Agency:</b>	City of Portland
<b>Date of Engagement</b>	Annual Contract since 1993
<b>Nature of Engagement</b>	Chemical Root Control Application
<b>Results Achieved</b>	Excellent
<b>Contact:</b>	John Ordiz
<b>Phone:</b>	503-823-7381

<b>Owner/Agency:</b>	City of Oklahoma City
<b>Date of Engagement</b>	Annual Contract Since 2010
<b>Nature of Engagement</b>	Chemical Root Control Application
<b>Results Achieved</b>	Excellent
<b>Contact:</b>	Derald Ross
<b>Phone:</b>	405-297-2278

<b>Owner/Agency:</b>	City of Midwest City
<b>Date of Engagement</b>	September 1999 - May 2021
<b>Nature of Engagement</b>	Root Control Application Services
<b>Results Achieved</b>	Excellent
<b>Contact:</b>	Shelby Madison
<b>Phone:</b>	405-739-1380

**28.0 APPLICATOR'S QUALIFICATIONS**

<b>Name</b>	Jacob Morse
<b>License Number</b>	CA-32225
<b>Years of Service</b>	8 Years
<b>Footage Treated</b>	9,069,187

<b>Name</b>	Austin Baker
<b>License Number</b>	CA-81516
<b>Years of Service</b>	3 Years
<b>Footage Treated</b>	2,976,400

<b>Name</b>	Rick Yazel
<b>License Number</b>	CA-021836
<b>Years of Service</b>	21 Years
<b>Footage Treated</b>	19,510,531

**29.0 PRICING**

Sewer line chemical root control, including all labor, materials, equipment and associated costs, shall be paid for at the unit price per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole.

<b>PIPE SIZE</b>	<b>UNIT PRICE PER FOOT</b>
6 inch	\$1.69
8 inch	\$1.69
10 inch	\$1.96
12 inch	\$2.13
15 inch	\$2.98

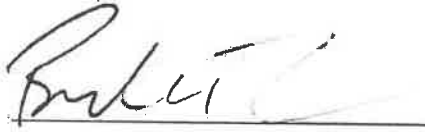
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**Agreement**

On this day, the \_\_\_\_\_ day of \_\_\_\_\_, 2022 The Norman Utilities Authority, Oklahoma and Duke's Root Control, Inc., a New York corporation, do accept the terms of this contract (No. K-2122-127) attached hereto.

**Duke's Root Control, Inc.**

ATTEST

By: 



Printed Name: Branden L. Boyko

Mark Motto

Title: Vice President

Operations Coordinator

**Norman Utilities Authority - OWNER**

APPROVED as to form and legality this 6 day of July, 2022.

  
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST

By: \_\_\_\_\_

\_\_\_\_\_

Printed Name: Larry Heikkila

Brenda Hall

Title: Chairman

Secretary

**File Attachments for Item:**

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2223-9: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY, THE OKLAHOMA WATER RESOURCES BOARD AND THE U.S. GEOLOGICAL SURVEY IN THE AMOUNT OF \$5,900 TO PROVIDE FOR CANADIAN RIVER WATER QUALITY AND WATER QUANTITY MONITORING THROUGH JUNE 30, 2023.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/12/2022

**REQUESTER:** Nathan Madenwald, Utilities Engineer

**PRESENTER:** Nathan Madenwald, Utilities Engineer

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2223-9: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY, THE OKLAHOMA WATER RESOURCES BOARD AND THE U.S. GEOLOGICAL SURVEY IN THE AMOUNT OF \$5,900 TO PROVIDE FOR CANADIAN RIVER WATER QUALITY AND WATER QUANTITY MONITORING THROUGH JUNE 30, 2023.

### BACKGROUND:

In July 2003, the Water Resources Division of the U.S. Geological Survey (USGS) requested the City of Norman / Norman Utilities Authority (NUA) provide partial funding for certain river gauging stations that would otherwise be eliminated because of funding shortfalls within State and Federal agencies. The gauging stations provide water flow, depth, velocity, and water quality data for use by the Water Reclamation Facility (WRF). The Norman WRF, and other similar facilities, utilizes the data to help determine the maximum allowable levels for discharge of pollutants under our Oklahoma Pollution Discharge Elimination System (OPDES) permit.

On September 14, 2004, the City executed Contract K-0405-64 with the Oklahoma Water Resources Board (OWRB) agreeing to provide \$6,450 toward funding of the Bridgeport gauging station. The NUA continued this agreement the following year by executing Contract K-0506-50 and providing \$7,050 to fund the Bridgeport gauging station.

On November 14, 2006, the NUA executed Contract K-0607-93 with OWRB and the USGS with the NUA providing a portion of the cost to construct and maintain two gauging stations along the Canadian River at Mustang Road and the bridge at I-35. These stations are more useful than the Bridgeport station due to their close proximity. The NUA share was \$14,000. Since 2006, annual contracts have been approved for operating costs of the Mustang Road and I-35 Bridge gauging stations. The cost was significantly lower than in 2006 since there was no new construction. Below are the contracts approved subsequent to K-0607-93:

- Contract K-0708-34 - \$4,800;
- Contract K-0809-38 - \$5,100;
- Contract K-0910-01 - \$5,300;
- Contract K-1011-43 - \$5,600;

- Contract K-1112-03 - \$5,600;
- Contract K-1213-36 - \$5,600;
- Contract K-1314-25 - \$5,900;
- Contract K-1415-04 - \$5,900;
- Contract K-1516-32 - \$5,900;
- Contract K-1617-39 - \$5,900;
- Contract K-1718-44 - \$5,900;
- Contract K-1819-05 - \$5,900;
- Contract K-1920-24 - \$5,900;
- Contract K-2021-27 - \$5,900; and
- Contract K-2122-09 - \$5,900.

**DISCUSSION:**

Proposed Contract K-2223-09, for the Fiscal Year Ending June 30, 2023 (FYE23), requires the NUA to contribute \$5,900 for continued operational costs of the Canadian River gauging stations at Mustang Road and the I-35 Bridge. A similar agreement with Moore is pending. Funding is available in the Wastewater Treatment Administration Operation and Maintenance budget (ORG 32955341-OBJECT 44123); Services & Maintenance/Hydrological Monitoring for the Canadian River gauging stations.

**RECOMMENDATION:**

Staff recommends approval of Contract K-2223-09, a cooperative agreement between the OWRB, the USGS, and the NUA for maintaining the Canadian River gauging stations at Mustang Road and the I-35 Bridge during FYE23.

## MEMORANDUM AGREEMENT

**THIS AGREEMENT**, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereinafter referred to as "Board", and the Norman Utilities Authority, hereinafter referred to as "Cooperator",

### WITNESSETH:

**WHEREAS**, Title 27A O.S. Section 1-3-101 and other state statutes provide to the effect that the Board is the State agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the Board is authorized to coordinate with other public entities of water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

**WHEREAS**, in order to carry out its functions, the Board cooperates with the USGS in a program of collection of data concerning the water resources of the state of Oklahoma; and

**WHEREAS**, the Cooperator has an important interest in said cooperative program, particularly regarding the determination of available water supplies in its general vicinity.

**NOW, THEREFORE**, in consideration of the above, it is agreed:

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Five Thousand Nine Hundred Dollars (\$5,900.00) to cover costs of necessary field and office work directly related to the collection and computation of continuous record of inflow, storage and outflow from the Canadian River near Mustang and Norman, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2022.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Cities of



Moore and Norman for the Fiscal Year Ending June 30, 2023", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.

4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.

5. This Agreement shall be governed by and subject to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD      NORMAN UTILITIES AUTHORITY

*Matt Muller* 5-17-22

\_\_\_\_\_  
Matt Muller, Chairman      Date

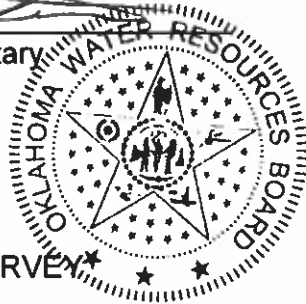
\_\_\_\_\_  
Larry Heikkila, Chairman      Date

ATTEST:

ATTEST:

*Ron Justice*  
\_\_\_\_\_  
~~Jennifer Castillo~~, Secretary  
*RON JUSTICE*  
(SEAL)

\_\_\_\_\_  
Secretary  
(SEAL)



U.S. GEOLOGICAL SURVEY

Approved as to form and legality:

\_\_\_\_\_  
Jason M. Lewis, Branch Chief      Date  
USGS, Oklahoma Water Science Center

\_\_\_\_\_  
Heather Poole, Asst City Attny II      Date  
City of Norman

**Proposed  
 Cooperative Program  
 between the Oklahoma Water Resources Board  
 and the U.S. Geological Survey  
 for the Cities of Moore and Norman  
 for the Fiscal Year Ending June 30, 2023**

**Program Description:**

The existing program, initiated June 2006, is for two surface-water discharge stations on the Canadian River. The information supplied by this station will benefit the Cities of Moore, Norman, and Oklahoma City\* by providing river discharge statistics to compute current seven-day, two year low flows required for permitted discharges of the Cities' sewage treatment plant. Critical information provided by this station will be used to determine flood predictions and warnings, furnished by the National Weather Service to all downstream communities.

This station provides real-time and historic information that is served on the U.S. Geological Survey Web pages for the water user community and the general public.

We propose the continuation of the above data collection program for the period July 1, 2022 through June 30, 2023 as summarized in below:

<u>Station No.</u>	<u>Station Name</u>	<u>Operation and Maintenance</u>
07228940	Canadian River near Mustang	\$15,600
07229050	Canadian River near Norman	<u>\$15,600</u>
	Total Program	\$31,200*
City of Moore's share through the OWRB		\$ 5,900
U.S. Geological Survey Federal Matching Funds		\$ 4,800
City of Norman's share through the OWRB		\$ 5,900
U.S. Geological Survey Federal Matching Funds		<u>\$ 4,800</u>
	City of Moore, Norman, and USGS Total	\$21,400

\*Includes City of Oklahoma City's share of \$9,800 under separate agreement.

**File Attachments for Item:**

15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-11: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY KEITH NELSON UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *KEITH NELSON V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2022-01836 F; 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:** 7/12/2022

**REQUESTER:** Jeanne Snider

**PRESENTER:** Jeanne Snider, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-11: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY KEITH NELSON UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *KEITH NELSON V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2022-01836 F; 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:

Keith Nelson was injured while on the job on September 15, 2021. On March 30, 2022, he filed an Oklahoma Workers Compensation Commission Case CM-2022-01836 F alleging a single incident injury to the Right Shoulder while cleaning equipment. The claim was admitted by the city of Norman and it proceeded through the normal litigation process.

Prior to a trial being held, Mr. Nelson has agreed to settle his claim for a total amount of \$25,920 which represents 20 percent permanent partial disability to the whole body regarding the right shoulder/arm. This settlement is being recommended and is being presented to the City Council for consideration.

### DISCUSSION:

Mr. Nelson is a former Fire Training Officer for the City of Norman's Suppression Division of the Fire Department. He was hired March 15, 1995 as a firefighter recruit and promoted to firefighter March 13, 1996, Health Safety Coordinator August 27, 2002, and Fire Training Officer May 25, 2011, and retired from the Fire Department on October 31, 2021.

Medical Treatment. Mr. Nelson was seen the day following his injury at Norman Regional

Occupational Medicine for his right shoulder and was treated conservatively. On October 19, 2021, he was sent for magnetic resonance imaging (MRI) of the right shoulder due to continued symptomology without improvement. Due to MRI findings, he was referred to orthopedic surgeon, Mark Moses, M.D. and surgery was recommended. Mr. Nelson underwent arthroscopy with rotator cuff repair, subacromial decompression, distal clavicle excision, and biceps tenodesis on November 30, 2021 and postoperative physical therapy. He returned to full duty without restrictions on March 28, 2022.

Issues for Trial. Since there is no question Mr. Nelson's injury to the shoulder/arm occurred while in the course of his employment with the City, the primary issues to be tried in this case before the Workers' Compensation Commission are the extent of his 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. Nelson was evaluated by Lance Rosson, D.O. on April 21, 2022, regarding the above claim and opined a total rating of 28 percent permanent partial disability to the body as a whole regarding the right shoulder. In addition, he opined 30 percent permanent partial disability to the right arm due to limited mobility, pain, and weakness. He also opined 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 to include ongoing and continued medical maintenance indefinitely for retained hardware/instrumentation/ prosthetic/medical device.

Mr. Nelson was then scheduled to be evaluated by William Jones, M.D. on August 30, 2022, the medical expert for the City. Prior to this evaluation, both parties agreed to this settlement and have agreed to stipulate that medical reports would support the settlement. The City's maximum exposure for total PPD would be \$65,988.

Trial. The case proceeded through the normal litigation process; however, Mr. Nelson has agreed to a settlement of this case as outlined below. If a trial was held in this case, the Judge could determine nature and extent to his injuries and award permanent partial disability.

Proposed Settlement. The proposed settlement closes the case in a lump sum payment of \$25,920 (less 20% 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 to close this case 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. Nelson 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 this case is 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 this 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. Nelson 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.

R-2223-11

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY KEITH NELSON UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *KEITH NELSON V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2022-01836 F; 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, KEITH NELSON, a former Fire Training Officer for the City of Norman Fire Department, alleged a single incident injury to the Right Shoulder on September 15, 2021, while cleaning equipment; and
- §2. WHEREAS, the City of Norman has negotiated settlement for the claim of KEITH NELSON against the City of Norman, under the Workers' Compensation Statutes for a total of \$25,920 which represents 20 percent permanent partial impairment to the Body as a Whole regarding the right shoulder/arm to be paid in a lump sum settlement to Mr. Nelson 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 2021-01836 F (Right Shoulder/Arm) to the Workers' Compensation Administration Fund in the amount of \$518.40 and the Special Occupational Health and Safety Fund in the amount of \$194.40; filing fees in the Workers' Compensation Court in the amount of \$140 in each case; and a 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
- §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



R-2223-11

§6. WHEREAS, the City Council finds it will be in the best interest of the City if the funds of the Risk Management Insurance Fund are invested in said judgment; and

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

§7. That the Legal Department is authorized to enter into settlement with one KEITH NELSON for not more than \$25,920 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 \_\_\_\_\_ day of July, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



NELSON, Keith

CM 2022-01836 F (R. Shldr)

SS# XXX-X2-1552

City Council Date 7/12/22

Atty: Jeffrey Cooper

Trial Date: N/A Order Date: N/A

DOH: 3/15/95 Separation (if applicable): 10/31/21

RTW: NA MMI: 5/23/22

Date of Injury: 9/15/2021 (SI)

PPD Wage: \$360

Memo

Resolution R-2223-11

Purchase Requisitions

Permanent Partial Disability Settlement

Attorney Fees (20% of PPD)

Net to Claimant

\$25,920.00 20% Body as a Whole (R. Shldr/Arm)

\$ (5,184.00)

(\$20,736.00)

Total PPD Settlement

Multiple Injury Trust Fund (3% of PPD-After 7/1/19)

Net to Attorney & Claimant (Less MITF)

\$25,920.00

(\$777.60)

**25,142.40**

43330102-42134

43330102-42131

City's Settlement Costs (953-092)

Workers Comp. Admn. Fund ( 2% of PPD)

Occupational & Health Trust Fund (0.75%)

Filing Fee - Workers Compensation **Commission**

Filing Fee - Cleveland County District Court

Total Settlement Cost (PPD, TTD, Costs)

		Vendor	
\$ 518.40		2267	43330102-42133
\$ 194.40		1950	43330102-42135
\$ 140.00		12122	43330102-44704
\$ 852.80			
\$ 154.14		434	43330102-44703
\$1,006.94			

\$26,926.94

Settlement forms:

IF Compromise Settlement

Affidavit of Foreign Judgment

Assignment of Judgment

Checks with case name on them

Certificate of Mailing

<u>Copies</u>	Filed in WCC	Filed in Dist.Ct.
11	x	
4		x
4		x
1		
3	x	

File Closing procedure

- 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

Completion  
Date

**File Attachments for Item:**

16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-12: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$17,018.47 FROM THE RISK FUND BALANCE TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/12/2022

**REQUESTER:** Katherine Coffin

**PRESENTER:** Jami Short, Traffic Engineer

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-12: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$17,018.47 FROM THE RISK FUND BALANCE TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

### **BACKGROUND:**

The City's Traffic Control Division maintains more than 170 traffic and pedestrian signals citywide using \$105,291 in the Division's operating budget (approximately \$620 per signalized intersection per year). These funds are used for the purchase of replacement traffic signal system components needed for the safe and efficient operation of our traffic signals. In addition, the Division also maintains approximately 30,000 traffic control signs throughout the City of Norman using \$44,480 in the Division's operating budget (approximately \$1.49 per sign per year). These funds are used for the purchase of the replacement sign components needed for the safe and efficient navigation of our roadways.

On May 3, 2020, a traffic collision occurred at the Lindsey Street intersection with McGee Drive causing damage to a pedestrian pedestal pole assembly located on the northeast corner. The responsible driver was identified for collection purposes. City forces repaired the damage at the location. In a Memorandum of Understanding, dated March 10, 2021, the responsible party agreed to repay the damages in installments. On November 23, 2021, a \$200 check was collected from the responsible party. On December 16, 2021, a \$100 check was collected from the responsible party. On February 16, 2022, a \$200 check was collected from the responsible party. On March 17, 2022, a \$100 check was collected from the responsible party. On April 19, 2022, an \$80 check was collected from the responsible party. On May 23, 2022, a \$100 check was collected from the responsible party. All the amounts listed above were deposited into the Refunds/Reimbursements Risk Management account.

On October 19, 2020, a traffic collision occurred along the westbound State Highway 9 On-Ramp from Classen Boulevard/US Highway 77 causing damage to a streetlight assembly. The responsible driver was identified for collection purposes. City forces repaired the damage at the location. In a Memorandum of Understanding dated March 13, 2021, the responsible party agreed to repay the damages in installments. On December 16, 2021, a \$100 check was

collected from the responsible party. On January 24, 2022, a \$100 check was collected from the responsible party. On February 16, 2022, a \$200 check was collected from the responsible party. On March 18, 2022, a \$100 check was collected from the responsible party. On April 17, 2022, a \$100 check was collected from the responsible party. On May 15, 2022, a \$100 check was collected from the responsible party. All the funds collected were deposited into the Refunds/Reimbursements Risk Management account.

On January 24, 2021, a traffic collision occurred along the shoulder of the southbound I-35 off-ramp at Main Street causing damage to two roadway streetlight assemblies. The responsible driver was identified for collection purposes. City forces repaired the damage at the location. On January 10, 2022, a \$6,553.27 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On August 27, 2021, a traffic collision occurred along the center median of 24th Avenue NW at Conference Drive causing damage to a KEEP RIGHT and ONE WAY (back-to-back combination) sign. The responsible driver was identified for collection purposes. City forces repaired the damage at this location. On December 13, 2021, a \$200 check was collected from responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On May 14, 2022, a traffic collision occurred on Main Street west of 24th Avenue SW causing damage to a Wayfinding sign assembly. The responsible driver was identified for collection purposes. City forces were not able to repair or install a new sign assembly. A quote from the contractor who installed the signs was used to determine the cost of the damages. On June 14, 2022, an \$8,785.20 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account. The contractor will reinstall the Wayfinding signs once the re-appropriation of funds is completed.

#### **DISCUSSION:**

The continuing number of traffic collisions involving damage to traffic control equipment depletes the City's inventory of spare units. Replacement units are necessary in order to address future emergency situations. The Division does not have adequate funding in its operating budget to purchase replacements units and needs to access the funds collected from the insurance companies in order to do so.

Funds collected to date from the previously described incidents total \$8,033.27 for damages to traffic signal/street light equipment and \$8,985.20 for damages to traffic signs.

#### **RECOMMENDATION:**

Staff recommends the approval of Resolution R-2223-12 for the appropriation of \$8,033.27 from Risk Management Fund Balance (43-29000) to the General Fund, Traffic Signal Parts (10550223-43212). These funds will be used to replace damaged equipment in the respective collisions. In addition, staff recommends an appropriation of \$8,985.20 from the Risk Management Fund Balance (43-29000) to the General Fund, Traffic & Street Signs (10550223-

43212). These funds will be used for the purchase of replacements for the equipment damaged in the respective collision.

# Resolution

R-2223-12

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$17,018.47 FROM THE RISK MANAGEMENT FUND BALANCE TO REPAIR AND REPLACE DAMAGED TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

- § 1. WHEREAS, the City’s Traffic Control Division maintains more than 170 traffic and pedestrian signals citywide using \$105,291 in the Division’s operating budget for the purchase of replacement traffic signal system components needed for safe and efficient operation; and
- § 2. WHEREAS, the City’s Traffic Control Division maintains more than 30,000 traffic control signs throughout the City of Norman using \$44,480 in the Division’s operating budget for the purchase of replacement sign components needed for the safe and efficient navigation of our roadways; and
- § 3. WHEREAS, between May 3, 2020, and May 14, 2022, there were five (5) accidents where drivers were involved that damaged traffic signal equipment and/or traffic signs; and
- § 4. WHEREAS, responsible drivers and/or the insurance companies of the responsible drivers, and employers have reimbursed the City a total of \$8,033.27 that will be used to repair or replace the damaged traffic signal equipment and \$8,985.20 will be used for replacement of damaged traffic signs, which was deposited into Refunds/Reimbursements Miscellaneous Risk Management; and
- § 5. WHEREAS, those funds need to be appropriated to the appropriate accounts so the repairs can be made.

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

§ 6. That the following appropriations be made for the reason stated above:

Account Name	Losing Account	Gaining Account	Amount
Maint-Supplies/Traffic Signal Parts	43-29000	10550223-43212	\$8,033.27
Maint-Supplies/Traffic and Street Signs	43-29000	10550223-43213	\$8,985.20

PASSED AND ADOPTED this 12th day of July, 2022.

\_\_\_\_\_  
Mayor

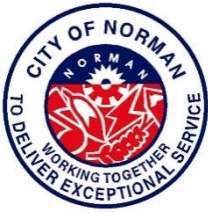
ATTEST:

\_\_\_\_\_  
City Clerk



**File Attachments for Item:**

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-15: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE ANNUAL NON-COMPETITIVE GRANT APPLICATIONS UNDER 49 U.S.C. §§ 5307 AND 5339 AND ANY CORRESPONDING REQUIRED ASSURANCES OR OTHER SUPPORTING DOCUMENTATION ON BEHALF OF THE CITY OF NORMAN WITH THE U.S. DEPARTMENT OF TRANSPORTATION TO AID IN THE FINANCING OF PUBLIC TRANSIT IN URBANIZED AREAS AND BUS AND BUS FACILITIES PLANNING, CAPITAL, AND/OR ASSISTANCE PROJECTS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SET FORTH AND EXECUTE POLICIES IN CONNECTION WITH THE PROGRAMMING OF PROJECTS, BUDGETS, AND PROCUREMENT NEEDS.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/14/2022

**REQUESTER:** Taylor Johnson, Transit and Parking Program Manager

**PRESENTER:** Shawn O'Leary, Director of Public Works

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-15: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE ANNUAL NON-COMPETITIVE GRANT APPLICATIONS UNDER 49 U.S.C. §§ 5307 AND 5339 AND ANY CORRESPONDING REQUIRED ASSURANCES OR OTHER SUPPORTING DOCUMENTATION ON BEHALF OF THE CITY OF NORMAN WITH THE U.S. DEPARTMENT OF TRANSPORTATION TO AID IN THE FINANCING OF PUBLIC TRANSIT IN URBANIZED AREAS AND BUS AND BUS FACILITIES PLANNING, CAPITAL, AND/OR ASSISTANCE PROJECTS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SET FORTH AND EXECUTE POLICIES IN CONNECTION WITH THE PROGRAMMING OF PROJECTS, BUDGETS, AND PROCUREMENT NEEDS.

### BACKGROUND:

The City of Norman is a designated recipient for the following US Department of Transportation (USDOT) federal grant funds under 49 U.S.C.: Public Transit Systems in Urbanized Areas (Section 5307); and Bus and Bus Facilities (Section 5339). The City of Norman must file a grant application with the Federal Transit Administration (FTA) for these funds and provide the necessary assurances of compliance with federal laws.

### DISCUSSION:

Subject to funding from Congress, the FTA annually allocates funds to assist transit agencies in the United States. The City of Norman is the designated recipient of FTA funds for the Norman Urbanized Area but has to submit, execute, and file grants annually to receive the allocated federal funding. In addition, the City of Norman must comply with federal regulations and laws in order to receive the funding.

Through the passage of the Bipartisan Infrastructure Law (BIL), and subsequent funding authorization by Congress, Norman's Federal Fiscal Year (FFY) 2022 apportionment (which the City will use for fiscal year 2023 expenses) for Section 5307 funds is \$2,336,218 (includes unused funds from Ft. Smith AK-OK) and for Section 5339 it is \$191,310. Section 5307 funds



are used on an annual basis for general transit expenses, such as operations, preventive maintenance, accessible paratransit operations, planning activities, and required security projects. Section 5339 funds are generally used for capital activities, such as vehicle replacements, and are paired with local match dollars as they are available.

**RECOMMENDATION:**

Staff recommends approval of Resolution R-2223-15, authorizing the City Manager or his designee to submit, execute, and file grant applications to the FTA during fiscal year 2022-2023 and to set forth and execute policies in connection with the program of projects, budgets, and procurement needs.

R-2223-15

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE ANNUAL NON-COMPETITIVE GRANT APPLICATIONS UNDER 49 U.S.C. §§ 5307 AND 5339 AND ANY CORRESPONDING REQUIRED ASSURANCES OR OTHER SUPPORTING DOCUMENTATION ON BEHALF OF THE CITY OF NORMAN WITH THE U.S. DEPARTMENT OF TRANSPORTATION TO AID IN THE FINANCING OF PUBLIC TRANSIT IN URBANIZED AREAS AND BUS AND BUS FACILITIES PLANNING, CAPITAL, AND/OR ASSISTANCE PROJECTS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SET FORTH AND EXECUTE POLICIES IN CONNECTION WITH THE PROGRAMMING OF PROJECTS, BUDGETS, AND PROCUREMENT NEEDS.

- § 1. WHEREAS, the Secretary of the United States Department of Transportation (USDOT) is authorized to make grants for a mass transportation program of projects and budgets; and
- § 2. WHEREAS, the City of Norman is a designated recipient for USDOT federal grants under 49 U.S.C. § 5307, Public Transit Systems in Urbanized Areas, and 49 U.S.C. § 5339, Bus and Bus Facilities, and
- § 3. WHEREAS, the City of Norman must submit, execute, and file grant applications with the Federal Transit Administration (FTA) annually to receive these federal funds and provide the necessary assurances of compliance with federal laws.

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

- § 4. THAT the City Manager or his designee is hereby authorized to submit, execute, and file annual non-competitive grants under 49 U.S.C. §§ 5307 and 5339 and any corresponding required assurances or other supporting documentation in order to secure USDOT federal funding to aid in the financing of public transit in Urbanized Areas and Bus and Bus Facilities planning, capital, and/or assistance projects; and
- § 5. THAT the City Manager or his designee is hereby authorized to set forth and execute policies in connection with the programming of projects, budgets, and procurement needs.

PASSED AND ADOPTED this 12<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**File Attachments for Item:**

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-16: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$3,000 FROM THE GENERAL FUND BALANCE AND \$7,000 FROM THE REIMBURSEMENTS-MISC. RISK MANAGEMENT ACCOUNT FOR PAYMENT OF EXPENSES INCURRED FOR THE CARE OF ANIMALS SEIZED BY THE NORMAN ANIMAL WELFARE DIVISION.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/12/2022

**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-2223-16: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$3,000 FROM THE GENERAL FUND BALANCE AND \$7,000 FROM THE REIMBURSEMENTS-MISC. RISK MANAGEMENT ACCOUNT FOR PAYMENT OF EXPENSES INCURRED FOR THE CARE OF ANIMALS SEIZED BY THE NORMAN ANIMAL WELFARE DIVISION.

### **BACKGROUND:**

On April 12, 2022, Norman Animal Welfare (NAW) assisted Oklahoma game warden Zack Paulk in the service of a document search warrant at 5701 E. Robinson Street, Norman, Oklahoma. Upon execution of the search warrant, Norman Animal Welfare Manager, Kellee Robertson, observed in an open garage door and in plain view two green McCaw parrots inside a cage. The parrots were missing feathers and appeared in distress with no access to food or water. Owners and residents of 5701 E. Robinson Street, Norman, Oklahoma, were the same people that 356 animals were seized in April 2021 at 5500 E. Rock Creek Road, Norman, Oklahoma. During the April 12, 2022 search, 168 animals were seized from the property. (See Attachment A.) The animals were deprived of food, water, appropriate shelter, and veterinary care. Two draft horses had eye infections and were in need of immediate veterinary care. Seven sphynx kittens and two adult sphynx cats were all in poor condition, and one kitten died two days later due to respiratory distress. Nine French Bulldogs were seized. One of the French Bulldogs had a chronic untreated ear infection with open wounds from scratching and a staple still left in her skin from a previous surgery. She has sustained irreversible ear canal damage, among other medical issues, and the others suffered from bacterial infections due to unsanitary conditions. The other animals, which included number of chickens and red-footed tortoises, had respiratory infections and no access to food, water or veterinary care.

Emergency boarding and veterinary care was provided to all of the animals.

NAW personnel located rescues and community volunteers to care for the animals. Boarding, veterinary and other expenses were incurred to house and care for the animals.

## **DISCUSSION**

On April 19, 2022, the City filed a bond application with the Cleveland County District Court asking the Court to determine all reasonable and anticipated costs incurred by the City. A hearing was set for April 22, 2022, and on this day, the owners of the animals relinquished ownership of all the animals to the City of Norman.

The NAW staff worked with the rescue organizations and community volunteers providing care for the animals to determine costs incurred through April 22, 2022, including actual veterinarian costs. While a number of rescues and community volunteers waived some expenses, the City incurred \$10,000 for boarding expenses and veterinary care. (See *Attachment B* for a breakdown of all expenses.)

On April 29, 2022, the Court entered an Order for defendants, Aaron Stachmus and Bryson Anglin, to compensate the City of Norman in the amount of \$10,000. Defendants paid \$5,000 on April 23, 2022, and were ordered to pay \$1,000 per month from May 2022 to September 2022 for the remaining \$5,000. To date \$7,000 has been received and deposited into the City's Reimbursements-Misc. Risk Management account. The Court will retain jurisdiction over this matter until the full amount is satisfied.

## **RECOMMENDATION**

At this time, City staff is recommending an appropriation of \$3,000 from the General Fund Balance (Account 10-29000) and \$7,000 from Reimbursements-Misc. Risk Management (Account 439-365264) for a total of \$10,000 transferred to Other Sup-Mat-Animal-Sup Misc (Account 10660270-43115).

## Attachment A

List of Animals Removed from 5701 E. Robinson Street April 12, 2022	
101	Various size baby and juvenile chickens
6	Ducks
2	Emu
2	Parrots (one green McCaw and a green parrot)
7	Sugar Gliders
2	Ostrich
3	Adult Leopard Tortoise
14	Juvenile African Spurred Tortoises
4	Juvenile Leopard Tortoises
3	Juvenile Radiant Tortoises
9	French Bulldogs (4 puppies)
2	Draft horses
2	Hairless cats (female)
7	Hairless kittens
1	Blue Heeler (female)
3	Hairless Guinea Pigs

## Attachment B

Cost of Care City of Norman v. Stachmus and Anglin District Court of Cleveland County CJ-2022-424		
City of Norman Norman Animal Welfare	Supplies for chicken coop, wire, food for all animals, water/food dispensers, heat lamps, miscellaneous supplies	\$ 2,500.00
Blaze's Tribute	Boarding/feed for two draft horses Trailer expense	\$ 1,300.00
OSU Veterinary Medicine	Necropsy cost for hairless cat	\$ 375.00
Interstate Equine	Initial veterinary exam for two horses	\$ 131.00
OKC Equine	Veterinary expenses for two horses	\$ 600.00 (estimate)
City of Norman Norman Animal Welfare	Boarding costs for 168 animals (reduced amount)	\$ 5,094.00
<b>Total</b>		<b>\$ 10,000.00</b>

R-2223-16

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$3,000 FROM THE GENERAL FUND BALANCE AND \$7,000 FROM THE REIMBURSEMENTS-MISC. RISK MANAGEMENT ACCOUNT FOR PAYMENT OF THE EXPENSES INCURRED FOR THE CARE OF ANIMALS SEIZED BY THE NORMAN ANIMAL WELFARE DIVISION.

- § 1. WHEREAS, Norman Animal Welfare assisted an Oklahoma game warden in the service of a document search warrant at 5701 E. Robinson Street, in Norman, Oklahoma, on April 12, 2022; and
- § 2. WHEREAS, a large number of animals were found on the property and at least 168 animals were deprived of food, water, shelter and veterinary care; and
- § 3. WHEREAS, the City seized 168 animals and provided emergency boarding and veterinary care to the animals and Norman Animal Welfare located rescues and community volunteers to care for the animals; and
- § 4. WHEREAS, on April 19, 2022, the City filed a bond application with the Cleveland County District Court asking for a determination of all reasonable and anticipated costs incurred for the care of the animals; and
- § 5. WHEREAS, the Court ordered the defendants pay the City \$10,000 for the costs incurred by the City for the care of the animals; and
- § 6. WHEREAS, as of June 30, 2022, the defendants have reimbursed the City \$7,000 with the remaining \$3,000 to be paid on or before the end of September 2022.

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

- § 7. Funds received from the reimbursement of the expenses will be deposited into Reimbursements-Misc Risk Management (439-365264). The appropriation of \$3,000 from the General Fund (10-29000) and \$7,000 from Reimbursements-Misc Risk Management (439-365264) will be deposited in Other Supplies-Materials-Animal Control Event (10660270-43135).

PASSED AND ADOPTED this \_\_\_\_ day of July, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

