

CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

**Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, August 22, 2023 at 6:30 PM**

AMENDED 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, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

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

CITY COUNCIL CONFERENCE MINUTES OF SEPTEMBER 14, 2021

CITY COUNCIL STUDY SESSION MINUTES OF DECEMBER 20, 2022

CITY COUNCIL STUDY SESSION MINUTES OF JANUARY 3, 2023

CITY COUNCIL CONFERENCE MINUTES OF FEBRUARY 14, 2023

CITY COUNCIL SPECIAL MEETING MINUTES OF JUNE 13, 2023

NORMAN UTILITIES AUTHORITY SPECIAL MEETING MINUTES OF JUNE 13, 2023

NORMAN MUNICIPAL AUTHORITY SPECIAL MEETING MINUTES OF JUNE 13, 2023

NORMAN TAX INCREMENT FINANCE AUTHORITY SPECIAL MEETING MINUTES OF JUNE 13, 2023

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 2 through Item 39 be placed on the consent docket.

Appointments

- 2.** CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE 2023-2024 CITY OF NORMAN YOUTH COUNCIL NOMINATIONS

Reports/Communications

- 3.** CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JULY 31, 2023, AND DIRECTING THE FILING THEREOF.
- 4.** CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JULY, 2023.

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE NORMAN CONVENTION AND VISITORS BUREAU, INC., (VISIT/NORMAN) ANNUAL REPORT FROM JULY 1, 2022 THROUGH JUNE 30, 2023.
6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT.
7. SUBMISSION AND ACKNOWLEDGEMENT OF RECEIPT OF OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY CONSTRUCTION PERMIT ST000014230183 FOR CONSTRUCTION OF NORMAN WATER RECLAMATION FACILITY DEWATERING SYSTEM IMPROVEMENTS (WW0236).

Request for Payment

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY'S APPLICATION FOR PERMISSION TO CARRY ITS OWN RISK WITHOUT WORKERS' COMPENSATION INSURANCE IN THE AMOUNT OF \$1,000.

Donation

9. CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF A MURAL ENTITLED "HUICHOL BOY" VALUED AT \$5,000 TO BE PLACED ON THE WALL NEAR THE WEST-FACING DOORS AT THE NORMAN FIREHOUSE ARTS CENTER, 444 SOUTH FLOOD AVENUE.

Easement

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-6: a PERMANENT RIGHT OF WAY EASEMENT DONATED BY ELIE ABOU-NASSAR FOR THE CONSTRUCTION OF THE SIDEWALK ALONG CLASSEN BOULEVARD IN NORMAN.
11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-8: A PERMANENT UTILITY EASEMENT GRANTED BY THE CITY OF NORMAN TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR THE JAMES GARNER PHASE 2 NORMAN FORWARD PROJECT.
12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-9: A PERMANENT UTILITY EASEMENT GRANTED BY THE CITY OF NORMAN TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR THE JAMES GARNER PHASE 2 NORMAN FORWARD PROJECT.

Certificate of Survey

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2223-6: FOR GOLDEN VALLEY RANCH (GENERALLY LOCATED ON THE NORTH SIDE OF WEST ROCK CREEK ROAD AND ONE-HALF MILE WEST OF 48TH AVENUE NW).

Final Plat

14. CONSIDERATION OF AUTHORIZATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR UNIVERSITY NORTH PARK, SECTION XI (A PLANNED UNIT DEVELOPMENT). (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 24TH AVENUE NW AND LEGACY PARK DRIVE).
15. CONSIDERATION OF AUTHORIZATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR UNIVERSITY NORTH PARK, SECTION XXI (A PLANNED UNIT DEVELOPMENT). (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 24TH AVENUE NW AND ROCK CREEK ROAD).
16. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2324-3: A FINAL PLAT FOR SIENA SPRINGS, SECTION 2, (A PLANNED UNIT DEVELOPMENT). (GENERALLY LOCATED ONE HALF MILES EAST OF 24TH AVENUE SE AND ONE HALF MILE NORTH OF EAST LINDSEY STREET).

Certificate of Plat Correction

17. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CERTIFICATE OF PLAT CORRECTION CPC-2324-2 FOR THE ABSENTEE SHAWNEE HEALTH CENTER

Surplus/Obsolete Items

18. 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.

Contracts

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT THREE TO CONTRACT K-1819-99: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND THE MCKINNEY PARTNERSHIP ARCHITECTS INCREASING THE CONTRACT IN AN AMOUNT NOT-TO-EXCEED \$53,431 FOR A REVISED CONTRACT AMOUNT OF \$1,085,556 FOR ADDITIONAL SERVICES RELATED TO PHASE 1 OF THE NORMAN MUNICIPAL COMPLEX RENOVATION PROJECT (DEVELOPMENT CENTER, MUNICIPAL COURT, AND BUILDING 201).

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2122-24: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, LLC DECREASING THE CONTRACT AMOUNT BY \$30,895.36 FOR A REVISED CONTRACT AMOUNT OF \$3,294,623.14 AND ADDING 114 CALENDAR DAYS TO THE CONTRACT FOR THE FLOOD AVENUE WATERLINE REPLACEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$125,725.09 AS OUTLINED IN THE STAFF REPORT.
21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-2122-81: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$331,031 FOR A REVISED AMOUNT \$8,862,833 FOR THE CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE NORMAN FORWARD GRIFFIN PARK REMODEL PROJECT.
22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2122-115: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$100,000 FOR A REVISED CONTRACT AMOUNT OF \$8,407,307.32 FOR THE NEW LINE MAINTENANCE BUILDING AS OUTLINED IN THE STAFF REPORT.
23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2223-58: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$3,206.70 FOR A REVISED CONTRACT AMOUNT OF \$248,338.30 FOR THE 24TH AVE. NW ADA AND SIDEWALKS IMPROVEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$12,416.92 AS OUTLINED IN THE STAFF REPORT.
24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. 2 TO CONTRACT K-2223-77: BY AND BETWEEN THE CITY OF NORMAN AND ARROYO'S CONCRETE, LLC, DECREASING THE CONTRACT AMOUNT BY \$12,790.17 FOR A REVISED AMOUNT OF \$508,003.84 AND THE FINAL ACCEPTANCE AND FINAL PAYMENT FOR THE STREET MAINTENANCE ALLEY PROGRAM-CONCRETE PAVEMENT PROJECT AS OUTLINED IN THE STAFF REPORT.

25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2324-8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, LLC, IN THE AMOUNT OF \$179,221.26 FOR A REVISED AMOUNT OF \$507,752.84 FOR THE ASPHALT PREVENTIVE MAINTENANCE, FYE 2024 LOCATIONS PROJECT AND AUTHORIZE APPROPRIATION OF \$179,221.26 FROM THE CAPITAL FUND, STREET MAINTENANCE BOND FUND BALANCE AS OUTLINED IN THE STAFF REPORT.
26. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-48: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ANAGO CLEANING SYSTEMS TO PROVIDE CUSTODIAL SERVICES FOR THE CITY'S FLEET MAINTENANCE FACILITIES AND THE NORMAN TRANSIT CENTER FOR THE TOTAL MONTHLY FEE OF \$1,736.52.
27. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-56: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CYBER WATCH SYSTEMS, IN THE AMOUNT OF \$89,105 TO PROVIDE MANAGEMENT, DETECTION, AND NOTIFICATION OF MALICIOUS CYBER ACTIVITY TO THE CITY OF NORMAN NETWORK.
28. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2324-57: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COPELAND DESIGN COLLECTIVE, PLLC, IN THE AMOUNT OF \$50,000 FOR THE ANDREWS PARK MASTER PLAN PROJECT AS OUTLINED IN THE STAFF REPORT.
29. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-60: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND KANSAS STATE BANK FOR THE PURCHASE OF COMMERCIAL FITNESS EQUIPMENT AT THE ADULT WELLNESS AND EDUCATION CENTER IN THE AMOUNT OF \$304,092.48 AS OUTLINED IN THE STAFF REPORT; AND APPROPRIATION OF \$71,692.90 OF CAPITAL FUND BALANCE.
30. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ACCESS AND CONSTRUCTION AGREEMENT CONTRACT K-2324-61: BY AND BETWEEN THE CITY OF NORMAN/NORMAN UTILITIES AUTHORITY AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY.
31. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF MEMORANDUM OF UNDERSTANDING CONTRACT K-2324-62: BY AND BETWEEN THE CITY OF NORMAN/NORMAN UTILITIES AUTHORITY AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY.

Resolutions

32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-32: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$56,146.16 FROM THE REFUNDS/REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT RECEIVED FROM INSURANCE COMPANIES TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.
33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$4,197,553.76 in STBG-UZA FUNDING FOR WIDENING OF ROCK CREEK ROAD WITH NEW TRAFFIC SIGNALS AT 12TH AVENUE NW AND AT TRAILWOODS DRIVE IN NORMAN.
34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-35: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$3,446,653.60 in STBG-UZA FUNDING FOR WIDENING OF CONSTITUTION STREET BETWEEN JENKINS AVENUE AND CLASSEN BOULEVARD IN NORMAN.
35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-37: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$1,120,944 IN STBG-UZA FUNDING FOR IMPROVEMENTS AND SIGNALIZATION AT THE 36TH AVENUE NW INTERSECTION WITH CRAIL DRIVE IN NORMAN.
36. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-38: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$1,586,552 IN STBG-UZA FUNDING FOR INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THE 36TH AVENUE NW INTERSECTION WITH TECUMSEH ROAD IN NORMAN.
37. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-39: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$7,494,351.20 IN STBG-UZA FUNDING FOR THE WIDENING OF CEDAR LANE ROAD FROM BLACK LOCUST TO 36TH AVENUE SE IN NORMAN.
38. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-40: A RESOLUTION OF CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$12,456.22 FROM THE CAPITAL FUND BALANCE TO THE TRANSIT CENTER PROJECT TO BE USED FOR ADDITIONAL EXPENSES ASSOCIATED WITH THE PROJECT.

39. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-52: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA CREATING AN AD HOC STEERING COMMITTEE TO WORK WITH THE CITY OF NORMAN'S CONSULTANTS IN THE CREATION OF THE CITY'S AREA AND INFRASTRUCTURE MASTER PLAN ("AIM NORMAN").

NON-CONSENT ITEMS

Second Reading Ordinance

40. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-2 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION NINE (9), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (West of 48th Avenue N.W. between Franklin Road and Tecumseh Road)
41. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT PP-2324-2: FOR RED SKY RANCH ADDITION, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED 1,600 FEET SOUTH OF EAST FRANKLIN ROAD ON THE WEST SIDE OF 48TH AVENUE NW).
42. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-4 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SIX (6), TOWNSHIP EIGHT (8) 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. (1104 WEST LINDSEY STREET)

43. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-31 UPON SECOND AND FINAL READING: AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE, ADOPTED BY REFERENCE IN CHAPTER 36 ("ZONING") AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, IN ORDER TO REMOVE DUPLICATIVE LANGUAGE, CLARIFY LANGUAGE, AND CORRECT MISTAKES, OMISSIONS OR ERRORS, UPDATE REFERENCES TO THE RECODIFIED MUNICIPAL CODE, REFERENCE UPDATED ENGINEERING DESIGN CRITERIA, TO AMEND THE CERTIFICATE OF COMPLIANCE APPLICATION REQUIREMENTS FOR SITE PLAN REQUIREMENTS, AND TO AMEND TO ADD ADMINISTRATIVE ADJUSTMENT AUTHORITY TO ADDRESS UTILITY AND RELATED INFRASTRUCTURE CONFLICTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

44. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O- 2223-47 UPON SECOND AND FINAL READING: AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE, ADOPTED BY REFERENCE IN CHAPTER 36 ("ZONING") AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, TO AMEND THE CENTER CITY REGULATING PLAN MAP TO AMEND THE REQUIRED BUILD LINE ALONG THE NORTH SIDE OF BOYD STREET FROM A POINT STARTING WEST OF MONNETT AVENUE AND CONTINUING TO THE BNSF RAILROAD RIGHT-OF-WAY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Preliminary Plats

45. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT PP-2223-8: FOR SIMPLE STORAGE ADDITION (GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF THE INTERSECTION OF 24TH AVENUE SE AND IMHOFF ROAD).

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

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

CITY COUNCIL CONFERENCE MINUTES OF SEPTEMBER 14, 2021

CITY COUNCIL STUDY SESSION MINUTES OF DECEMBER 20, 2022

CITY COUNCIL STUDY SESSION MINUTES OF JANUARY 3, 2023

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NORMAN UTILITIES AUTHORITY SPECIAL MEETING MINUTES OF JUNE 13, 2023

NORMAN MUNICIPAL AUTHORITY SPECIAL MEETING MINUTES OF JUNE 13, 2023

NORMAN TAX INCREMENT FINANCE AUTHORITY SPECIAL MEETING MINUTES OF JUNE 13, 2023



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

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

CITY COUNCIL CONFERENCE MINUTES OF SEPTEMBER 14, 2021

CITY COUNCIL STUDY SESSION MINUTES OF DECEMBER 20, 2022

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NORMAN MUNICIPAL AUTHORITY SPECIAL MEETING MINUTES OF JUNE 13, 2023

NORMAN TAX INCREMENT FINANCE AUTHORITY SPECIAL MEETING MINUTES OF JUNE 13, 2023



CITY OF NORMAN, OK CITY COUNCIL CONFERENCE

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

Tuesday, September 14, 2021 at 5:30 PM

MINUTES

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

CALL TO ORDER

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

PRESENT

Mayor Brea Clark
Councilmember Ward 1 Brandi Studley
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Kelly Lynn
Councilmember Ward 4 Lee Hall
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

ABSENT

None

AGENDA ITEMS

1. DISCUSSION REGARDING PROPOSED ORDINANCE O-2122-17 REGARDING COMMUNITY RESOURCE REFRIGERATORS.

Mr. Anthony Purinton, Assistant City Attorney, said in early 2021, certain community members began operating a refrigerator outside of a local storefront for the purposes of providing free food to anyone in need. After about six months of operation, City Staff received several complaints related to the refrigerator and upon investigation, determined the refrigerator was not compliant with multiple City Codes, such as

Section 10-204 prohibiting unattended appliances. Staff was asked to draft a ordinance that would amend the Code to allow these “community resource refrigerators” to operate. Staff was also asked to draft regulatory code provisions to ensure minimum compliance and safety standards.

Staff consulted with community stakeholders and relevant City enforcement officials prior to drafting the proposed language in an attempt to balance the need for minimum regulatory requirements to ensure safe operation and the ability for community members to engage in these volunteer efforts that provide low-barrier access to donated food. There is a definite tension between those two needs, as increased safety requirements and regulations increase the cost of establishing community refrigerators, which may make the endeavor cost-prohibitive.

Basic regulatory and safety guidelines proposed by adding Article 36 to Chapter 13, Licenses and Occupation. This Article provides the requirement for a City issued permit, the permitting procedure, and necessary safety and location requirements. The permit application would have five basic requirements that includes identification of applicant, property owner, and lessee; address of the proposed location; a site plan with the proposed refrigerator location clearly marked; a signed acknowledgment from the proposed property owner stating consent to the proposed use of the property; and a copy of the donation guidelines the applicant plans to post on the refrigerator.

Once the application is received the City Clerk and Department of Planning and Community Development (CDBG) will review the application to ensure the application meets the requirements and the proposed location does not extend into a right-of-way.

Additionally, the proposed language requires the community refrigerators be on private, non-residential zoned property. Allowing community refrigerators on public property is not advisable due to potential risk of liability. To ensure compliance with certain requirements of the fire code, outdoor outlet protectors are required and the language does not allow for the use of extension cords.

In regards to food safety, the proposed language simply requires that donation guidelines be implemented and physically posted on each community refrigerator for the purposes of promoting safe donations practices. This eliminates the need for City enforcement to monitor food donations that are deposited in each refrigerator. No specific food safety regulations are proposed since there are no State regulations that would apply to non-commercial food establishments. Self-regulation of these community refrigerators are expected, which is why there is also a requirement that a contact number be posted on the refrigerator in the event that an issue needs to be addressed. The City would still have the ability to address any public safety hazards that result from a failure of the expected self-regulation and enforcement.

Councilmember Foreman wondered if there should be some type of insurance requirements as well.

Councilmembers thanked Staff for the information and asked Staff to move forward with the ordinance. Item 1.

Items submitted for the record

1. Staff Report dated September 02, 2021, from Anthony Purinton, Assistant City Attorney, to Business and Community Affairs Committee
2. Legislatively notated Ordinance O-2122-17

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ADJOURNMENT

The meeting was adjourned at 6:09 p.m.

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ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL STUDY SESSION

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

Tuesday, December 20, 2022 at 5:30 PM

MINUTES

Virtual meeting of the City Council, Norman Utilities Authority, Norman Municipal Authority, And Norman Tax Increment Finance Authority

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

CALL TO ORDER

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

ROLL CALL

Mayor Larry Heikkila
Councilmember Ward 1 Brandi Studley
Councilmember Ward 3 Kelly Lynn
Councilmember Ward 4 Helen Grant (arrived 5:40 p.m.)
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 7 Stephen Holman

ABSENT

Councilmember Ward 2 Lauren Schueler
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 8 Matthew Peacock

AGENDA ITEMS

1. UPDATE FROM RAFTELIS REGARDING COST OF SERVICES STUDY FOR UTILITY CONNECTION FEES AND RATES.

Mr. Chris Mattingly, Director of Utilities, said the Cost of Services Study was done in preparation of a water rate increase as well as a needed increase in wastewater rates.

He said Mr. Nathan Madenwald, Utilities Engineer, has done much of work along with Mr. Todd Cristiano and Mr. Toby Fedder with Raftelis. Item 1.

Mr. Cristiano said Norman's rates and fees must fund operations; fund capital projects; maintain reserves; fund growth; and ensure cost recovery. In order to fund these things, the City will need a financial plan, cost of service, rate design, and connection fees. The financial plan helps determine how much money is needed while the cost of service makes sure everyone is paying their fair share and the rate design determines how the rates help ensure fairness.

Mr. Cristiano said in determining the revenue required to meet expenditures, the City needs to look at rate revenues, other operating costs, and loan proceeds as well as operating expenses, capital projects, and debt service. The City should also have financial policies for reserve levels and coverage ratios.

Wastewater Utility

Mr. Fedder said the Wastewater Utility financial plan assumptions include Financial Metrics – operating 8% of operations and maintenance (O&M), a one year depreciation expense in the capital reserve, and debt service coverage – 1.25x debt service required (1.4x desired); Financial Planning Scenarios – assumes 1.2% growth in accounts and flat Average Winter Consumption (AWC) volumes; and Capital Funding – initial plan to cash finance all capital projects and consider bond financing. He said scenarios are still under review and results presented today are subject to change.

Preliminary sewer financial plan findings show that annual revenue is slightly lower than annual O&M as well as capital and debt expenses. In the near term, funding capital with rate revenues is suggested and for the long term, existing debt maturity will free up financial capacity (FYE 2028/FYE 2029). A ten-year Water Reclamation Facility (WRF) Capital Improvement Program will cost approximately \$26.1 million - \$4.1 million in FYE 2024; \$1.6 million in FYE 2025; \$3.5 million in FYE 2026; \$2.8 million in FYE 2027 and FYE 2028; \$2.1 million in FYE 2029; and \$2.8 million in FYE 2030, FYE 2031, and FYE 2032. Mr. Fedder said the challenge over the next few years is going to be managing expected capital costs, which are expected to be entirely cash financed.

Mr. Fedder said the current state of the Wastewater Utility's revenues and expenditures as well as ending balance and target reserves remain stagnant through FYE 2032, but that is something that can be remedied through new policies and rate adjustments. He said the target state of revenues and expenditures is anticipated through proposed policy changes and increasing revenue growth by 10% through FYE 2032.

Water Utility

Mr. Cristiano said Water Utility financial plan assumptions include Financial Metrics – operating at 8% of O&M, one year depreciation expense in capital reserve, and debts service coverage of 1.25x debt service required (1.4% desired) and Capital Funding – cash finance all non-growth related projects, bond finance growth- related projects, and connection fee revenue funds growth-related projects (current connection fee is \$1,500 per 3/4 inch water meter). Financial planning scenarios include no growth, purchasing water from Oklahoma City (OKC), drill ten new wells, augmentation with \$1,500 per 3/4 inch connection fee, or augmentation with \$3,180 per 3/4 inch meter connection fee.

A ten-year Water Capital Improvement Program will cost approximately \$394.5 million- \$10 million in FYE 2023; \$4 million in FYE 2024; \$19 million in FYE 2025; \$12 million in FYE 2026; \$42 million in FYE 27; \$196 million in FYE 2028 (due to Chromium regulations);\$32 million in FYE 2029; \$37 million in FYE 2030; \$34 million in FYE 2031; and \$8 million in FYE 2032. Mr. Fedder said the challenge over the next few years is going to be managing expected capital costs, which are expected to be entirely cash financed. Mr. Madenwald said Chromium treatment has been on the City of Norman's radar for a long time and will NEED to be addressed in order to meet Environmental Protection Agency (EPA) regulations on the amount of Chromium allowed in drinking water.

Mr. Mattingly said in 2006, the City had to shut down 16 wells due to the level of arsenic in the water and currently the City is at 100 for Chromium and Staff is seeing signs the level of Chromium will need to be ten or less in the future. He said the EPA generally allows cities and towns to address this issue within five years of establishing a limit.

Preliminary water financial plan findings in the current state does not meet annual expenditures, does not meet annual debt service coverage requirements, and does not target operating and capital reserves.

Mr. Cristiano highlighted the Water Utility scenario summary that includes Scenario One – no growth with revenue adjustments of 28.5% in FYE 2024 and FYE 2027, \$0.00 total connection fee revenue, and \$370.5 million total rate revenue; Scenario Two – purchase water from OKC with revenue adjustments of 32.5% in FYE 2024 and FYE 2027, \$8.5 million in total connection fee revenue, and \$391.8 million in total rate revenue; Scenario Three – drill ten wells with revenue adjustments of 29% in FYE 2024 and 28% in FYE 2027, \$8.5 million in total connection fee revenue, and \$368.2 million in total rate revenue; Scenario Four – augmentation (\$1,500 per 3/4 inch meter) with revenue adjustments of 28.0% in FYE 2025 and 45% in FYE 2027, \$8.5 million in total connection fee revenue, and \$402.2 in total rate revenue; Scenario Five – augmentation (\$3,180 per 3/4 inch meter) with revenue adjustments of 25% in FYE 2024 and 45% in FYE 2027, \$17.3 million in total connection fee revenue, and \$392.7 million total rate revenue. He said the biggest influences on revenue adjustments include timing of project, project cost/design, and financing methods (cash, debt, and/or connection fees).

Cost of Service

Mr. Cristiano said the cost of service analysis assigns costs to customers based on their specific demand requirements to ensure everyone is paying their fair share. He said Raftelis looks at all expenses including meters, storage, treatment, pumping, System Optimization Services (SOS), and transmission and distribution to allocate costs.

Mr. Cristiano said incorporating community values in rate design pricing objectives includes revenue stability; cost recovery between classes; cost recovery within class; cost recovery between existing and new customers; efficient water use pricing signal; demand management; essential use pricing; citizen vote approval; customer impact; and ease of administration/implementation. He said from these objectives Raftelis can design a "fair share" rate structure.

Next steps include finalizing water and wastewater cash flow scenarios; completing cost of service analysis to equitably assign costs to customer classes; evaluating rate design alternatives; and meeting with City Council to present findings.

Councilmember Holman said the City of Norman has historically used more than its share of allocated water from Lake Thunderbird than Midwest City and Del City who share the Lake with Norman; however, Midwest City and Del City have recently began using their allotment and sometimes more. He said these cities have to be on board for the City of Norman to move forward with a pilot program for wastewater reuse, but they have shown little interest. He said the City of Norman has anticipated not being able to obtain more than its allotment from Lake Thunderbird for awhile and is using less water due to conservation and other water saving efforts. He said Midwest City and Del City have not had to deal with needing additional water resources, but that is changing and they are becoming more accepting of water reuse as they understand this is a way to fill the lake during times of drought. He said Council prefers treating the wastewater and allowing it to naturally flow into streams flowing into Lake Thunderbird versus trying to pipe wastewater directly into Lake Thunderbird.

* * * * *

ADJOURNMENT

The meeting was adjourned at 7:10 p.m.

ATTEST:

City Clerk

Mayor

**CITY OF NORMAN, OK
CITY COUNCIL CONFERENCE****Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069****Tuesday, February 14, 2023 at 5:30 PM****MINUTES**

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

CALL TO ORDER

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

PRESENT

Mayor Larry Heikkila
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Kelly Lynn
Councilmember Ward 4 Helen Grant
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

ABSENT

None

AGENDA ITEMS

1. DISCUSSION REGARDING THE FYE 2024 CAPITAL IMPROVEMENTS PROGRAM BUDGET AND THE FYE 2025-2028 CAPITAL IMPROVEMENTS PLAN.

Ms. Kim Coffman, Budget Manager, said tonight Council will be presented with a budget review for FYE 2024 Capital Improvements Plan (CIP) Budget and the FYE 2025 through FYE 2028 CIP. She said the purpose of the CIP is to support services of municipal government 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 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.

Item 1.

Item 1, continued:

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 other.

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 expenses are for maintaining or purchasing new or replacing tangible assets, which have an expected life of one to five years, is a one-time occurrence, and an expense 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.

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
- Center City Tax Increment Finance (CCTIF) District
- Arterial Road Recoupment Fund

Enterprise Funds

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

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). 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. Those projects relating to Enterprise Funds, funded with fees and charges, or special revenue sources are accounted for in their respective Enterprise Funds. Ms. Coffman said 70% of one percent (0.7%) of sales tax is set aside for capital improvements by referendum in September 1976 and those projects approved for construction with this funding are accounted for in the CIF.

The capital sales tax guidelines allocate new revenue to maintenance of existing facilities – 5%; General Contingency – 7%; Capital Outlay – 27%; Street Maintenance – 25%; and Other Projects and Debt Service – 36%.

Ms. Coffman highlighted the status of the Capital Fund as follows:

- FYE 24 projected available for new projects is a negative (\$3,188,469)
- FYE 25 projected available for new projects is a negative (\$1,217,564)
- FYE 26 projected available for new projects is \$6,010,312

Mr. Jacob Huckabaa, Budget Technician, said significant projects closed in FYE 23 include:

- Flood Avenue Sidewalks (\$205,769)
- Imhoff Road Bridge Emergency Repair Project (\$1,945,803)
- Creston Way and Schulze Drainage Project (\$433,856)
- Merkle Creek Stabilization Project (\$340,859)
- Porter Avenue and Acres Street Intersection Bond Project (\$4.1 million)
- City Emergency Communication System (PSST)

Significant projects underway in FYE 23 include:

- Total Maximum Daily Load (TMDL) Compliance and Monitoring Plan Implementation, Year Seven (\$300,000);
- Lake Thunderbird TMDL Data Analysis and Plan Update, Years One through Five (\$207,531);
- Lower Imhoff Channel Stabilization, Phase I (\$4,145,832);
- Fire Station 9 – finishing miscellaneous small items/Fire Administration Building renovation – 85% complete;
- Engineering Design Criteria Update and Green Stormwater Infrastructure Review, Phase II (\$265,000);

Item 1 continued:

Significant projects underway in FYE 23, continued:

- Traffic Management Center (\$3.3 million);
- Vehicle Wash Facility – North Base (\$2.5 million);
- Downtown Transit Center (\$1.2 million);
- 80 new bus stops – Long Range Plan (\$160,000);
- James Garner Avenue, Phase II – Acres Street to Flood Avenue (\$9.5 million);
- Porter Avenue Streetscape 2019 Bond Project (\$5.7 million);
- 12th Avenue N.E. and High Meadows Intersection Project (\$1,895,693);
- East Alameda Street Bond Project (\$4,500,000)
- Constitution Street Multi-Modal Path (\$1,145,459);
- Historical Museum Roof Replacement (\$108,000);
- Andrews Park Accessible Playground Project (\$362,600)

Projects under construction in FYE 23 include:

- Municipal Complex Renovation (\$9,971,465);
- Classen Boulevard Sidewalks (\$229,296);
- Gray Street Two-Way Conversion (\$4,816,000);
- James Garner Avenue Phase II – Acres Street to Flood Avenue (\$9.5 million);
- Porter Avenue Streetscape Bond Project (\$5.7 million)
- Downtown Transit Center (\$1.2 million);
- Jenkins Avenue Bond Project (\$12.8 million);
- James Garner Avenue Phase III – Duffy Street to Acres Street (\$6.7 million)
- Traffic Management Center (\$3.3 million)
- Flood Street Multi-Modal Path (\$1,646,484)

Mr. Huckabaa highlighted projects included in the 2012 Transportation/Stormwater Bond Program; Cedar Lane Road: 12th Avenue one half mile east of 24th Avenue S.E. (\$10,148,310); Lindsey Street: 24th Avenue S.W. to Berry Road (\$42,135,770); Franklin Road Bridge: one half mile west of 12th Avenue N.W. (\$4,219,680); 12th Avenue S.E.: State Highway 9 to Cedar Lane Road (\$3,393,780); Main Street Bridge: one half mile west of 36th Avenue S.W. (\$7,038,000); 24th Avenue East: Lindsey Street to Robinson Street (\$14,938,870); Alameda Street: one half mile east of 24th Avenue S.E. and 48th Avenue S.E. (\$3,616,910); and 36th Avenue N.W.: Tecumseh Road to Indian Hills Road (to be determined). Total federal funds received on the 2012 Bond Program is \$41,341,100.

The East Alameda Street Bond Project 2012 Transportation Bond Program was fully funded without federal funds and funds to complete the project include 2012 Transportation Bond (\$1,085,000); 2016 Street Maintenance Bond Surplus Funds (\$2,452,480), and 2021 Street Maintenance Bond Program (\$216,480). Construction began in April 2022 and was completed in May 2023.

The proposed Access Oklahoma East-West Turnpike impacts on 36th Avenue N.W. Bond Project include reducing boundaries south of Indian Hills Road, an estimated cost reduction of \$4,920,000, a revised total project cost of \$12,880,000, and project will remain on hold until additional funds for construction are secured.

Councilmember Lynn asked what would happen if the City obtains funding for the 36th Avenue N.W. Project and moves forward with construction and the turnpike is built, will the City be compensated for any damages if the turnpike builds out? Mr. Shawn O'Leary, Director of Public Works, said the City might want to hold off on the project until more is known about the turnpike status. He said the City has applied for federal funding for this project for the past seven years, but has not been successful so Council may want to consider another bond election to close the gap on the remaining funding needed for the project.

Councilmember Lynn said he would like the Legal Department to look at whether or not the Oklahoma Turnpike Authority (OTA) would be able to use eminent domain on a voter approved bond program to complete the turnpike.

The 2019 Transportation Bond Program includes Porter Avenue and Acres Street Intersection Project (\$3,533,759); Porter Avenue Streetscape Project (\$5,727,178); Jenkins Avenue: Imhoff Road to Lindsey Street (\$12,840,000); Gray Street Two-Way Conversion (\$5,455,000); James Garner Avenue: Acres Street to Duffy Street (\$6,737,000); Constitution Street: Jenkins Avenue to Classen Boulevard (\$4,900,000); Cedar Lane Road: east of 24th Avenue S.E. to 36th Avenue S.E. (\$12,400,000); and Traffic Management Center (\$3,300,000). Mr. Huckabaa said any excess funds will be utilized to fund future 2019 Transportation Bond Program projects.

The proposed Access Oklahoma East-West Turnpike impacts on the 2019 Transportation Bond Program includes Indian Hills Road from 48th Avenue N.W. to Interstate 35 (I-35) would be reconstructed by OTA at no cost to the City; savings in City bond funds of \$8,480,000; Indian Hills Road to I-35 Interchange-match funds are not required; savings in City bond funds of \$2,000,000; and \$10,480,000 in City bond funds will be available to complete future 2019 Transportation Bond Program projects.

In the City Vehicle Replacement Program, the City replaced 29 units in FYE 2019 - \$2,045,471; 36 units in FYE 2020 - \$1,991,083; 27 units in FYE 2021 - \$2,147,635; 34 units in FYE 2022 - \$2,179,732; and 16 units in FYE 2023 - \$2,155,485.

Proposed recurring sidewalk projects from the Capital Projects Fund in FYE 2024 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 2024 includes Capital Outlay - \$4,265,687; Street Maintenance - \$2,302,877; Maintenance of Existing Facilities - \$262,800; Stormwater Drainage Maintenance - \$2,350,000; Personnel - \$1,440,097; Oklahoma Department of Transportation (ODOT) Audit Adjustments - \$100,000; Americans with Disabilities Act (ADA) Sidewalk Compliance and Repair - \$386,000; Bridge Maintenance - \$1,000,000; Driveway Repairs - \$10,000; Street Striping - \$100,000; Traffic Calming - \$50,000; Community/Neighborhood Improvements - \$100,000; and Building Maintenance Mechanical/Electrical - \$75,000 for total expenditures of \$12,442,461.

Upcoming Significant Projects in FYE 24 (pending federal grant applications with local match) include State Highway 9 (SH-9) Multimodal Path from 48th Avenue to 60th Avenue - \$1,112,011 (\$222,402 local match); SH-9 Multimodal Path from 60th Avenue to 72nd Avenue - \$1,535,448 (\$307,090 local match); Alameda Road Diet from 12th Avenue S.E. to Ridge Lake Boulevard - \$233,000 (\$57,000 local match); Lindsey Street sidewalks from 12th Avenue to 24th S.E. Avenue - \$727,209 (\$145,442 local match); and Gary Street Two-Way Conversion Bond Project - \$500,000 (\$500,000 local match).

Plan updates for FYE 2023-2024 include the Comprehensive Land Use Plan; Housing Market Analysis and Affordability Strategy; Comprehensive Transportation Plan update; Stormwater Master Plan; Water Hydraulic Modeling; Wastewater Master Plan; and Sanitation Master Plan with a budget of \$2,150,000 for all plans.

FYE 2023-2024 NORMAN FORWARD Projects underway include Young Family Athletic Center (YFAC) with a construction budget of \$41,677,428 (fully funded); Senior Wellness Center with a construction budget of \$14,026,000; Reaves Park Improvements with a construction budget of \$10,000,000, and Griffin Park Improvements with a construction budget of \$14,000,000.

Future NORMAN FORWARD projects include new neighborhood parks (\$1,000,000 Pay Go); existing neighborhood parks (\$4,700,000 Pay Go); lease payments for Griffin Park (\$80,000 per year- \$2,400,000 total); Canadian River Park (\$2,000,000, pending land acquisition deal); new trail development throughout town (\$4,100,000 Pay Go); and Saxon Park Development (\$2,000,000 Pay Go).

Mr. Huckabaa said PSST Fund Projects underway in FYE 2023-2024 include Emergency Operations Center (EOC) - \$17,100,000. 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. He said groundbreaking was held January 19, 2023, and completion is anticipated by summer 2024.

The PSST Fire Apparatus Replacement Schedule: FYE 2016 – Elevated Platform - \$1,105,943; FYE 2017 – Fire Engine - \$523,853; FYE 2018 – Fire Engine - \$622,079; FYE 2019 – Pumper/Tanker - \$724,974; FYE 2020 – Pumper/Tanker - \$735,474; FYE 2021 – Air and Light Unit/Public Education - \$541,600; FYE 2022 – Fire Engine - \$687,804; FYE 2023 – Fire Engine/Staff Vehicle - \$740,910 (plus) and FYE2024 – Ladder – price to be determined. There is an estimated \$1,058,000 remaining in the PSST Apparatus Replacement Program after FYE 2023.

Upcoming proposed General Obligation (G.O.) Bond referendums include Bridge Maintenance and Repair, 36th Avenue N.W., and NORMAN FORWARD II.

Upcoming challenges include:

- I-35 Corridor Study (Norman/Moore/ODOT);
- Access Oklahoma Turnpike Plan;
- Public Transportation (Regional Transportation Authority, replacement buses, and recommendations from Transit Study);
- New Traffic Signals on State Highways and City Arterials;
- Fleet Replacement;
- Information Technology Infrastructure and Microsoft System Upgrades;
- Bridge Replacements/Major Maintenance;
- Stormwater Infrastructure;
- Fleet Fueling Facility;
- Sidewalk Gaps;
- Escalating Construction Costs;
- Multiple Master Plan Updates;
- Traffic Management Center Staffing;
- Fleet Facility Renovation;
- Griffin Hospital/Oklahoma Department of Mental Health Land Purchase/Redevelopment; and
- University of Oklahoma (OU)/Southeastern Conference (SEC) and University North Park Arena Development.

Next steps include review of final proposed Capital Budget for FYE 2024 and Capital Improvements Plan for FYE 2025-2028.

Items submitted for the record

1. PowerPoint presentation entitled, "FYE 2023 Capital Improvement Program Budget Status, Preparation of FYE 2024 CIP, Preparation of FYE 2025-2028 Capital Improvements Plan"

* * * * *

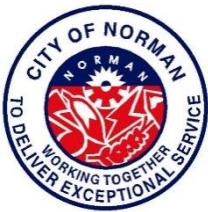
ADJOURNMENT

The meeting was adjourned at 6:22 p.m.

ATTEST:

City Clerk

Mayor



MINUTES

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

CALL TO ORDER

PRESENT

Mayor Larry Heikkila
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Bree Montoya – sworn-in in Item 3
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

ABSENT

Councilmember Ward 1 Austin Ball

AGENDA ITEMS

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DECLARATION OF VACANCY IN WARD THREE UNDER ARTICLE II, SECTION 22, OF THE NORMAN CITY CHARTER.

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

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

The vacancy was declared.

* * * * *

2. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NOMINATION AND APPOINTMENT OF AN ELIGIBLE PERSON TO FILL THE COUNCIL VACANCY IN WARD THREE.

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

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

Bree Montoya was appointed to fill the vacancy in Ward 3.

* * * * *

3. ADMINISTERING THE OATH OF OFFICE TO AND SEATING OF COUNCILMEMBER-ELECT BREE MONTOYA, WARD THREE.

Judge Drew Nichols, City of Norman Municipal Court Presiding Judge, administered the Oath of Office to Councilmember-Elect Bree Montoya.

Councilmember Ward 3 Montoya took her Seat at the Dias.

* * * * *

AGENDA ITEMS

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, OR POSTPONEMENT OF THE NORMAN CONVENTION AND VISITORS BUREAU, INC., BUDGET WITH DETAILED ANNUAL PLAN OF WORK.

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

Motion to amend made by Councilmember Ward 3 Montoya, Seconded by Councilmember Ward 2 Schueler.

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Mr. Anthony Francisco, Director of Finance

The NCVB Budget was amended to increase projected Room Tax revenue for Visit Norman by \$918,000 and allocations to Visit Norman be increased by \$918,000 with recommended changes to their Scope of Work.

Main motion on the floor made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

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

Items submitted for the record

1. FYE 2024 Visit Norman Budget
2. Visit Norman Sports Commission FYE 2024 Budget
3. Visit Norman Detailed Annual Plan of Work
4. Revised Visit Norman Detailed Annual Plan of Work
5. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Mr. Stephen Ellis, Ward 4, made comments
2. Ms. Cynthia Rogers, Ward 4, made comments
3. Mr. Anthony Francisco, Director of Finance
4. Ms. Kathryn Walker, City Attorney
5. Ms. Erinn Gavaghan, Norman Arts Council Chief Executive Officer
6. Mr. Dan Schemm, Visit Norman Chief Executive Officer
7. Ms. Mary Francis, Ward 7, made comments

The Norman Convention and Visitors Bureau, Inc., Budget (NCVB) with detailed annual plan of work was approved as amended.

* * * * *

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FYE 2024 CITY OF NORMAN PROPOSED OPERATING AND CAPITAL BUDGETS.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock to approve the budget.

Motion to amend made by Councilmember Ward 2 Schueler, Seconded by Councilmember Ward 8 Peacock.

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Mr. Stephen Ellis, Ward 4, proponent

Grammatical and typographical corrections to the Budget documents, with no financial impact, were approved as necessary.

*

Motion to amend made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Mr. Anthony Francisco, Director of Finance

Projected Debt Service Fund revenues were increased by \$1,342,250 and allocations for Interest Payments in the Debt Service Fund by \$1,342,250 for debt service payments on the Series 2023A and 2023B General Obligation Bonds.

*

Motion to amend made by Councilmember Ward 3 Montoya, Seconded by Councilmember Ward 6 Foreman

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Mr. Stephen Ellis, Ward 4, made comments

Projected Room Tax Fund revenue was increased by \$357,000, and allocations to General Fund Room Tax Administration by \$51,000 and to the Norman Arts Council by \$306,000.

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Item 4, continued

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

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Mr. Stephen Ellis, Ward 4, asked questions
2. Mr. Chris Mattingly, Director of Utilities

Electricity account allocations in the Water Fund were increased by \$16,500 and in the Wastewater Reclamation Fund by \$33,500 for solar generation administrative fees.

*

Motion to amend made by Councilmember Ward 4 Grant, Seconded by Councilmember Ward 2 Schueler

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Mr. Stephen Ellis, Ward 4, asked questions
2. Mr. Shawn O'Leary, Director of Public Works

General Fund allocations were increased by \$25,000 to be transferred to the Capital Fund for engineering design of capital improvements in the vicinity of Reed Avenue between Main Street and Eufaula Street.

*

Motion to amend made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 6 Foreman

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Ms. Mary Francis, Ward 7, asked questions

General Fund allocations to the City Council Department were increased by \$4,000 for the provision of passenger greeting and other services at the Norman Santa Fe Depot.

*

Motion to amend made by Councilmember Ward 4 Grant, Seconded by Councilmember Ward 6 Foreman

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Mr. Stephen Ellis, Ward 4, proponent
2. Mr. Shawn O'Leary, Director of Public Works
3. Ms. Cynthia Rogers, Ward 4, proponent
4. Ms. Mary Francis, Ward 7, proponent

General Fund allocations were increased by \$300,000 to be transferred and allocated within the Capital Fund for continuation of an Americans with Disabilities Act Compliance capital program.

*

Item 4, continued

Motion to amend made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 2 Schueler

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Mr. Stephen Ellis, Ward 4, asked questions
2. Ms. Cynthia Rogers, Ward 4, asked questions
3. Mr. Paul Wilson, Ward 1, protestant

Public Transportation and Parking Fund allocations were decreased by \$99,768 to eliminate the Proposed Downtown Parking Meter Program.

*

Motion to amend made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Mr. Stephen Ellis, Ward 4, asked questions
2. Mr. Shawn O'Leary, Director of Public Works

Public Transportation and Parking Fund was increased by \$12,460 for estimated utility costs at the new City Transit Center.

*

Motion to amend made by Councilmember Ward 5 Tortorello, Seconded by Councilmember Ward 8 Peacock

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Ms. Cynthia Rogers, Ward 4, proponent
2. Ms. Mary Francis, Ward 7, proponent
3. Mr. Travis King, Fire Chief
4. Mr. Russell Rice, Ward 2, proponent
5. Mr. Anthony Francisco, Director of Finance

Public Safety Sales Tax Fund allocations were increased by \$2,100,000 for the purchase of a ladder truck.

*

Motion to amend made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 6 Foreman

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Ms. Cynthia Rogers, Ward 4, proponent

General Fund allocations were increased by \$216,635 to be transferred and allocated within the Capital Fund for additional sidewalk improvements.

*

Motion to amend made by Councilmember Ward 2 Schueler, Seconded by Councilmember Ward 7 Holman

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

General Fund allocations were increased by \$200,000 to be transferred and allocated within the Capital Fund for an Association of Central Oklahoma Governments sidewalk matching grant program.

*

Motion to amend made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 2 Schueler

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Mr. Paul Wilson, Ward 1, asked questions

Norman Forward Sales Tax Fund allocations were increased by \$788,352 for improvements at the Griffin Park Soccer Complex.

*

Motion to amend made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 6 Foreman

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Norman Forward Sales Tax Fund allocations were decreased by \$429,436 in the Neighborhood Park Development Project to correct the total project allocation.

*

Motion to amend made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 2 Schueler

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Projected Wastewater Reclamation Fund Sewer Replacement Charge revenues were decreased by \$533,041.

*

Motion to amend made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 6 Foreman

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

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

General Fund allocations were increased by \$150,000 to be transferred and allocated within the Capital Fund for a two-year pilot Public Mural Art program.

*

Motion to amend made by Councilmember Ward 4 Grant, Seconded by Councilmember Ward 2 Schueler

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

Voting Nay: Mayor Heikkila

Items submitted for the record

1. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Mr. Russell Rice, Ward 2, proponent
2. Ms. Cynthia Rogers, Ward 4, proponent
3. Ms. Mary Francis, Ward 7, proponent
4. Mr. Darrel Pyle, City Manager
5. Ms. April Doshier, A Friends House

General Fund allocations by \$500,000 to be transferred and allocated within the Capital Fund for improvements to 718 N. Porter.

Item 4, continued

Main motion on the floor made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

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

Items submitted for the record

1. Staff Report dated June 13, 2023, from Anthony Francisco, Finance Director
2. City of Norman, Oklahoma, Fiscal Year Ending 2024 Annual Budget, Summary of Fund Balances
3. Preliminary City of Norman FYE 2024 Budget
4. Preliminary City of Norman FYE 2024 Capital Budget
5. Memorandum dated June 13, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

The FYE 2024 City of Norman Proposed Operating and Capital Budgets were approved as amended.

* * * * *

ADJOURNMENT

The meeting was adjourned at 3:25 p.m.

ATTEST:

City Clerk

Mayor

File Attachments for Item:

2. CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR
POSTPONEMENT OF THE 2023-2024 CITY OF NORMAN YOUTH COUNCIL
NOMINATIONS



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Jeanne Snider

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE 2023-2024 CITY OF NORMAN YOUTH COUNCIL NOMINATIONS

BACKGROUND:

On February 9, 2010, City Council adopted Resolution R-0910-92 creating the Norman Youth Council to promote civic engagement among youth, give youth a formal role in local decision-making, and offer real world experiences with elected and advisory bodies.

DISCUSSION:

The recommendations of the following nominations to the Norman Youth Council for 2023-2024 are Peyton Barbour, Britton Carroll, Zoey Davenport, Langli Davis, Brayvan Delgado, Macy Fiebrich, Rafael Gomez, Selah Kennedy, Kai Kostamo, Alexis Kotoucek, Eve Walker, Jessie Wong, Ryan Zimmerer, and Zachary Zimmerer.

RECOMMENDATION:

Staff recommends the above nominations be appointed to the 2023-2024 Norman Youth Council.

File Attachments for Item:

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JULY 31, 2023, AND DIRECTING THE FILING THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JULY 31, 2023, AND DIRECTING THE FILING THEREOF.

DATE: August 10, 2023

TO: City Council

FROM: Anthony Francisco, Director of Finance

REVIEWED BY: Clint Mercer, Chief Accountant

PREPARED BY: Debbie Whitaker, Municipal Accountant III

SUBJECT: Finance Director's Investment Report

FUND	MONTHLY COMPARISON						ANNUAL COMPARISON			
	MONTHLY BUDGETED INTEREST EARNINGS FYE23	MONTHLY INTEREST EARNINGS July 2023	MONTHLY % INCREASE (DECREASE)	MONTHLY INTEREST % OF PORTFOLIO HOLDINGS	MONTH-END BALANCE July 2023	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE23-YTD	INTEREST EARNINGS YTD FYE24	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	\$16,101	\$52,143.63	223.85%	6.94%	13,600,015	4.95%	\$15,173	\$52,144	243.67%	6.94%
NET REVENUE STABILIZATION	\$4,167	\$11,913.46	185.92%	1.59%	3,974,518	1.45%	\$4,167	\$11,913	185.92%	1.59%
PUBLIC SAFETY SALES TAX FUND	\$4,167	\$30,204.15	624.90%	4.02%	9,043,767	3.29%	\$4,167	\$30,204	624.90%	4.02%
HOUSING	N/A	\$561.03	100.00%	0.07%	3,777,048	1.37%	N/A	\$561	100.00%	0.07%
SPECIAL GRANTS FUND	N/A	\$50,433.32	100.00%	6.72%	17,346,891	6.31%	N/A	\$50,433	100.00%	6.72%
ROOM TAX FUND	\$208	\$2,802.64	1245.27%	0.37%	821,066	0.30%	\$208	\$2,803	1245.27%	0.37%
SEIZURES	\$42	\$4,438.07	10551.37%	0.59%	1,552,334	0.56%	\$42	\$4,438	10551.37%	0.59%
CLEET FUND	N/A	\$0.00	100.00%	0.00%	(1,624)	0.00%	N/A	\$0	100.00%	0.00%
TRANSIT & PARKING FUND	\$0	\$8,513.45	0.00%	1.13%	1,543,508	0.56%	\$0	\$8,513	0.00%	1.13%
ART IN PUBLIC PLACES FUND	N/A	\$5.40	100.00%	0.00%	1,718	0.00%	N/A	\$5	100.00%	0.00%
WESTWOOD FUND	\$625	\$23,609.76	3677.56%	3.14%	1,535,619	0.56%	\$625	\$23,610	3677.56%	3.14%
WATER FUND	\$10,000	\$104,213.89	942.14%	13.88%	35,962,277	13.08%	\$10,000	\$104,214	942.14%	13.88%
WASTEWATER FUND	\$4,167	\$19,230.61	361.53%	2.56%	8,640,316	3.14%	\$4,167	\$19,231	361.53%	2.56%
SEWER MAINTENANCE FUND	N/A	\$43,154.82	100.00%	5.75%	12,503,751	4.55%	N/A	\$43,155	100.00%	5.75%
DEVELOPMENT EXCISE	\$5,833	\$13,920.30	138.63%	1.85%	6,729,597	2.45%	\$5,833	\$13,920	138.63%	1.85%
SANITATION FUND	\$25,000	\$29,935.15	19.74%	3.99%	14,352,860	5.22%	\$25,000	\$29,935	19.74%	3.99%
RISK MANAGEMENT FUND	N/A	\$0.00	100.00%	0.00%	690,918	0.25%	N/A	\$0	100.00%	0.00%
CAPITAL PROJECTS FUND	\$58,333	\$222,048.57	280.65%	29.57%	93,389,346	33.96%	\$33,333	\$222,049	566.15%	29.57%
NORMAN FORWARD SALES TAX	\$1,250	\$67,670.02	5313.60%	9.01%	31,077,744	11.30%	\$1,250	\$67,670	5313.60%	9.01%
PARKLAND FUND	\$833	\$2,223.58	166.83%	0.30%	748,466	0.27%	\$833	\$2,224	166.83%	0.30%
UNP TAX INCREMENT DISTRICT	\$2,000	\$43,522.95	2076.15%	5.80%	10,415,767	3.79%	\$40,000	\$43,523	100.00%	5.80%
CENTER CITY TAX INCREMENT DIST	\$167	\$7,062.99	0.00%	0.94%	846,437	0.31%	N/A	\$7,063	100.00%	0.94%
SINKING FUND	\$2,083	\$10,317.33	395.23%	1.37%	5,545,161	2.02%	\$2,083	\$10,317	395.23%	1.37%
SITE IMPROVEMENT FUND	N/A	\$134.77	100.00%	0.02%	47,670	0.02%	N/A	\$135	100.00%	0.02%
TRUST & AGENCY FUNDS	N/A	\$25.89	100.00%	0.00%	9,183	0.00%	N/A	\$26	100.00%	0.00%
ARTERIAL ROAD FUND	N/A	\$2,799.28	100.00%	0.37%	869,005	0.32%	N/A	\$2,799	100.00%	0.37%
	\$134,976	\$750,885	456.31%	100.00%	275,023,356	100.00%	\$146,881	\$750,885	411.22%	100.00%

City funds are invested in interest bearing accounts and investment securities, as directed by the City's Investment Policy. Rates of return on these investments relate directly to current Treasury and Money Market rates. Total funds on deposit of \$275.02 million as of 07/31/23 are represented by working capital cash balances of all City funds of approximately \$104.98 million, outstanding encumbrances of \$75.69 million, General Obligation Bond proceeds of \$65.22 million, NUA revenue bond proceeds of \$7.34 million, NMA bond proceeds of \$11.78 million, and UNP TIF reserve amounts of \$10.01 million.

INVESTMENT BY TYPE

July 31, 2023							
LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	EARNED INTEREST	COST	MARKET
**Checking							
BANK OF OKLAHOMA	GEN'L DEP.			3.27%	\$73,523.00	\$29,890,308.20	\$29,890,308.20
BANK OF OKLAHOMA	WARRANTS PAYABLE					(\$1,916,596.17)	(\$1,916,596.17)
BANK OF OKLAHOMA	PAYROLL					\$3,803,468.08	\$3,803,468.08
BANK OF OKLAHOMA	COURT BOND REFUNDS					\$167,881.66	\$167,881.66
BANK OF OKLAHOMA	INSURANCE CLAIMS					(\$276,647.13)	(\$276,647.13)
BANK OF OKLAHOMA	LOCK BOX					\$1,514,641.41	\$1,514,641.41
BANK OF OKLAHOMA	RETURN CHECKS					(\$5,916.29)	(\$5,916.29)
BANK OF OKLAHOMA	PARKS					\$0.00	\$0.00
BANK OF OKLAHOMA	FLEXIBLE SPENDING					(\$15,044.48)	(\$15,044.48)
BANK OF OKLAHOMA	CDBG-CV			2.92%	\$561.03	\$203,814.30	\$203,814.30
**Subtotal					\$74,084.03	\$33,365,909.58	\$33,365,909.58
**Money Market							
BANCFIRST-NUA	MONEY MKT.			4.01%	\$1,279.12	\$765,379.77	\$765,379.77
BANCFIRST-NMA Room Tax	MONEY MKT.			3.95%	\$397.61	\$182,040.29	\$182,040.29
BANCFIRST-NUA Water	MONEY MKT.			4.01%	\$18,834.40	\$5,919,405.81	\$5,919,405.81
BANCFIRST-NUA Clean Water	MONEY MKT.			3.95%	\$1,114.10	\$651,879.07	\$651,879.07
BANCFIRST-NMA PSST	MONEY MKT.			4.01%	\$30,204.15	\$8,367,393.68	\$8,367,393.68
BANCFIRST-NMA Norman Forward	MONEY MKT.			4.01%	\$31,253.43	\$3,227,460.79	\$3,227,460.79
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			4.44%	\$41,426.67	\$10,008,066.93	\$10,008,066.93
BANK OF OKLAHOMA ARPA	MONEY MKT.			2.92%	\$50,341.32	\$18,152,899.51	\$18,152,899.51
BANK OF OKLAHOMA-Westwood	MONEY MKT.			3.31%	\$23,609.76	\$0.00	\$0.00
BANK OF OKLAHOMA-CW	MONEY MKT.			3.31%	\$34.66	\$12,591.76	\$12,591.76
BANK OF OKLAHOMA	MONEY MKT.			3.31%	\$92.00	\$33,424.35	\$33,424.35
BANK OF OKLAHOMA	MONEY MKT.			3.31%	\$794.26	\$288,542.72	\$288,542.72
BANK OF OKLAHOMA-SW	MONEY MKT.			3.31%	\$0.06	\$23.50	\$23.50
BANK OF OKLAHOMA-Misty Lake	MONEY MKT.			3.31%	\$1,660.70	\$603,305.45	\$603,305.45
BANK OF OKLAHOMA-2023A	MONEY MKT.			2.74%	\$60,509.51	\$26,463,313.80	\$26,463,313.80
BANK OF OKLAHOMA-2023B	MONEY MKT.			2.74%	\$31,390.69	\$13,728,433.14	\$13,728,433.14
BANK OF OKLAHOMA-2019B	MONEY MKT.			3.31%	\$31,410.58	\$11,396,056.44	\$11,396,056.44
BANK OF OKLAHOMA-2020A	MONEY MKT.			3.31%	\$5,080.82	\$1,778,179.55	\$1,778,179.55
BANK OF OKLAHOMA-2021	MONEY MKT.			3.31%	\$33,167.35	\$11,855,823.93	\$11,855,823.93
**Subtotal					\$362,600.99	\$113,434,220.49	\$113,434,220.49
**Sweep/Overnight							
GOLDMAN SACHS	GOVT SELECT 1237			4.90%	\$10,446.43	\$2,564,629.86	\$2,564,629.86
BANK OF OKLAHOMA PORTFOLIO	SHORT TERM			5.05%	\$185,256.81	\$37,602,596.37	\$37,602,596.37
**Certificate of Deposit							
FIRST FIDELITY BANK	CD	03/30/23	09/30/23	2.97%	\$208.33	\$250,000.00	\$250,000.00
GREAT NATIONS BANK	CD	09/30/22	09/30/23	1.55%	\$114.58	\$250,000.00	\$250,000.00
VALLIANCE BANK	CD	11/30/22	11/30/23	2.55%	\$531.20	\$250,000.00	\$250,000.00
FIRST NATIONAL BANK	CD	12/28/22	12/28/23	2.85%	\$593.75	\$250,000.00	\$250,000.00
**Subtotal					\$1,447.86	\$1,000,000.00	\$1,000,000.00
**U.S. Treasury Securities/Agency Securities							
FNMA	3135G05T6	11/30/21	08/18/23	0.48%	2,632.95	6,500,000.00	\$6,485,765.00
US T-Note	9128284X5	06/29/21	08/31/23	2.75%	1,492.47	8,500,000.00	\$8,481,725.00
FHLMC	3134GW7K6	04/29/22	11/03/23	2.40%	13,510.70	6,788,000.00	\$6,697,651.72
FHLB	3130A3VC5	12/31/19	12/08/23	1.62%	8,824.50	6,500,000.00	\$6,424,665.00
FFCB	3133ENLF5	01/28/22	01/18/24	1.17%	7,327.40	7,500,000.00	\$7,335,825.00
FMAC	31422XYB2	05/23/22	05/02/24	2.59%	16,225.98	7,528,000.00	\$7,366,298.56
FHLB	3130A8HK2	11/30/21	06/14/24	0.70%	3,570.16	6,240,000.00	\$6,045,936.00
US T-Note	91282CCT6	01/31/22	08/15/24	1.27%	7,908.58	7,500,000.00	\$7,124,175.00
FHLB	3130AVB84	07/31/23	09/13/24	5.35%		7,500,000.00	\$7,488,150.00
FFCB	3133ENEJ5	06/30/22	11/18/24	3.15%	32,155.72	12,500,000.00	\$11,818,250.00
FHLB	3130A3GE8	01/28/22	12/13/24	1.41%	2,959.10	2,500,000.00	\$2,417,375.00
US T-STRIPS	912833LU2	08/31/22	02/15/25	3.38%	20,441.38	7,500,000.00	\$6,944,025.00
**Subtotal					117,048.94	87,056,000.00	\$84,629,841.28
TOTAL					750,885.06	275,023,356.30	\$270,032,567.72

The Governmental Accounting Standards Board requires the reporting of market values of investment securities. These market values represent the amount of money the security would sell for on the open market, if cash flow demands were such that the security had to be sold. The City of Norman purchases investment securities with the intent of holding them to maturity, as stated in the City's Investment Policy. Only in exceptional circumstances would securities be sold before their maturity, due to cash flow demands or favorable market conditions.

File Attachments for Item:

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JULY, 2023.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Stacey Parker, Executive Assistant

PRESENTER: Stacey Parker, Executive Assistant

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JULY, 2023.

City of Norman



Monthly Departmental Report

July 2023

MONTHLY PROGRESS

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CITY CLERK 1

CITY CLERK**MONTHLY PROGRESS REPORT****July 2023**

ACTION CENTER				
DEPARTMENT	CALLS	CALLS YTD	ADDITIONAL CONTACTS	ADDITIONAL CONTACTS YTD
Animal Welfare	8	8	5	5
Bus Service	0	0	0	0
CDBG	0	0	0	0
City Clerk	106	106	4	4
City Manager/Mayor	4	4	3	3
City Wide Garage Sale	0	0	0	0
Code Enforcement	88	88	5	5
Finance	1	1	0	0
Fire/Civil Defense	2	2	0	0
Human Resources	8	8	1	1
I.T.	5	5	0	0
Legal	4	4	1	1
Line Maintenance	27	27	0	0
Municipal Court	7	7	0	0
Noise Complaint	0	0	0	0
Norman Forward Questions	0	0	0	0
Outreach	1	1	0	0
Parks & Recreation	32	32	6	6
Permits/Inspections	34	34	2	2
Planning	26	26	2	2
Police/Parking	95	95	11	11
Public Works	22	22	3	3
Recycling	0	0	0	0
Sanitation	45	45	5	5
Sidewalks	0	0	0	0
Storm Debris	0	0	0	0
Storm Water	28	28	4	4
Streets	62	62	0	0
Streets Lights	15	15	0	0
Traffic	17	17	2	2
Utilities	48	48	1	1
WC Questions	0	0	0	0
WC Violations	0	0	0	0
July Total: 740	685	685	55	55

LICENSES

Fourteen New licenses and One Renewal were issued during the month of July. Following is a list of each license type and the number issued for that specific type:

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

NEW ESTABLISHMENT LICENSES

NAME	ADDRESS	LICENSE TYPE(S)
Blue Sky Supply	999 Outside of City	Coin Operated Vending Machines
Starbuck #66120	1200 W. Lindsey St	Food Service
Bricktown Boys	421 W. Gray	Medical Marijuana Dispensary
Norman Arts Council	210 E. Main St	Special Event
Shop Latino OKC	3237 Dove Crossing Dr.	Special Event
Prohibition	317 E. Main St	Sidewalk Dining Permit

SOLICITOR/PEDDLER LICENSE

60 DAY	30 DAY	1 DAY
777 Roofing & Construction	Arturs Ivanutenko for Southwest	
	Daniels Secko For Southwestern	
	Leon Bazilcuks For Southwestern	

TEMPORARY FOOD PERMITS

180 DAY	30 DAY	1 DAY
Sno-Cone Factory	Afonso's Smoked BBG LLC	Afonso's Smoked BBG LLC
		The Flavor Mailbox

CLAIMS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
07-06-23	Yvonne Wright	Allegedly, on June 21, 2023, at 1200 Beaumont St. the City Street Maintenance Division sent a letter stating they damaged their fence and that the City will be responsible for fixing it.	\$2,361.26
07-10-23	323 East Mosier Limited Partnership	Allegedly, on January 17, 2023, at 324 E. Mosier City Sanitation Truck No. 230, inadvertently damaged the OG&E electric service line and caused damage to the Fire Alarm control box, Direct Dialer, and RTU control board.	\$2,625.98
07-13-23	Frankie Mendez	Allegedly, on June 26, 2023, at 313 Cindy Avenue a city sanitation truck backed into his vehicle damaging the back bumper and the back driver's side.	\$4,552.49

SPECIAL SESSION

On July 26, 2023, City Council met in Special Session and adjourned into and Executive Session in order to interview Internal Auditor candidates.

COUNCIL CONFERENCE

On July 11, 2023, City Council Met in Council Conference and discussed the Proposed Bridge Maintenance Bond Program Survey results. Additionally, discussed an Easement, Lease Agreements, and Amendment to the Road Use Agreement with Nextera Energy Transmission Southwest relating to its Draper-Pleasant Valley-Minco Transmission Line Project.

CITY MANAGER 2

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

FINANCE 3

CITY OF NORMAN

Department of Finance
Monthly Report – July 2023

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

Treasury Division:

In the month of July, the Treasury Division processed 37,347 payments in person and over the phone, a decrease of -6.3% from last month. Paymentus (the City's 3rd party processor of online and automated telephone payments) processed 13,346 payments in July, a decrease of -2.4% from last month.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are below target for the month of July by -22%. Revenues from the City's largest single source of revenue, sales tax, are above target by 2% for the year to date and 5.9% above last fiscal year. Following is a summary table regarding General Fund revenues and expenditures to-date.

	FYE 24 Budget To Date	FYE 24 Actual To Date	FYE 23 Actual To Date	FYE 22 Actual To Date
Sales Tax Revenue	\$4,598,305	\$4,694,112	\$4,434,031	\$4,489,960
General Fund Revenue	\$8,754,824	\$6,807,070	\$6,773,361	\$6,064,055
General Fund Expenses	\$9,017,024	\$6,993,624	\$6,573,913	\$7,247,746

*Finance Department
July Monthly Report
Page 1 of 1*

Administration Division

	FYE 24		FYE 23	
	July	YTD	July	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	32.00	320.00	320.00
Total Comp Time Available	1.50	1.50	9.25	9.25
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	321.50	32.00	329.25	329.25
Benefit Hours Taken	64.00	64.00	80.00	80.00
TOTAL ACCOUNTABLE STAFF HOURS	257.50	257.50	249.25	249.25
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

ACCOUNTING 3A

Accounting Division

	FYE 24		FYE 23	
	July	YTD	July	YTD
Total Regular Hours Available	1,120.00	1,120.00	1,120.00	1,120.00
Total Comp Time Available	2.50	2.50	1.25	1.25
Total Overtime Hours	9.50	9.50	1.25	1.25
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 1,132.00	 1,132.00	 1,122.50	 1,122.50
Benefit Hours Taken	211.00	211.00	237.25	237.25
 TOTAL ACCOUNTABLE STAFF HOURS	 921.00	 921.00	 885.25	 885.25
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 0.00	 0.00	 0.00	 0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
 TOTAL ACCOUNTABLE STAFF HOURS	 0.00	 0.00	 0.00	 0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 0.00	 0.00	 0.00	 0.00

CITY REVENUE REPORTS

3B

City Revenue Report

	FYE 23 June	FYE 24 July	Plus/Minus
Total Revenue Received (\$)	\$6,422,388	\$4,878,812	(\$1,543,576)
Utility Payments - Office (#)	39,852	37,347	(2,505)
Utility Payments - Office (\$)	\$4,289,345	\$4,619,030	\$329,685
Paymentus (#)	13,671	13,346	(325)
Paymentus (\$)	\$1,219,818	\$1,263,703	\$43,885
Lockbox (#)	9,170	9,298	128
Lockbox (\$)	\$1,259,733	\$1,205,804	(\$53,929)
E-Lockbox (#)	3,587	3,464	-123
E-Lockbox (\$)	324,755	296,518	(\$28,237)
Bank Draft Payments (#)	11640	10540	(1,100)
Bank Draft Payments (\$)	\$1,127,448	\$1,082,380	(\$45,068)
Utility Deposits (#)			\$0
Utility Deposits (\$)			\$0
Fix Payments (#)			\$0
Fix Payments (\$)			\$0
Processed Return Checks (#)	107	99	(8)
Processed Return Checks (\$)	(\$11,247)	(\$9,594)	\$1,653
Other Revenue Transactions (#)			\$0
Other Revenue Received (\$)			\$0
Accounts Receivable Payments (\$)	215,656	95,844	(\$119,812)
Municipal Court - Fines/Bonds (\$)	195,671	156,778	(\$38,893)
Municipal Court - Credit Card (#)	499	405	(94)
Municipal Court - Credit Card (\$)	103,009	74,164	(28,845)
Building Permits Cash Report (\$)	226,853	79,426	(\$147,427)
Building Permits Credit Card (#)	427	332	-95
Building Permits Credit Card (\$)	\$159,309	\$71,625	(\$87,684)
Occupational License - Bldg Insp. (\$)	\$6,072	\$4,951	(\$1,121)
Occupational License - Bldg Insp. CC (#)	29	22	-7
Occupational License - Bldg Insp. CC (\$)	\$4,626	\$4,451	(\$175)
Business License - City Clerk (\$)	6,835	1,940	(\$4,895)
Accounts Receivable Billed (\$)	\$1,040,492	\$57,367	(\$983,125)

Budget Services Division

	FYE 24		FYE 23	
	July	YTD	July	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	320.00	320.00	320.00
Total Comp Time Available	0.00	0.00	3.25	3.25
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	320.00	320.00	323.25	323.25
Benefit Hours Taken	48.25	48.25	28.00	28.00
TOTAL ACCOUNTABLE STAFF HOURS	271.75	271.75	295.25	295.25
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Treasury Division

	FYE 24		FYE 23	
	July	YTD	July	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	712.00	712.00	800.00	800.00
Total Comp Time Available	2.75	2.75	7.75	7.75
Total Overtime Hours	33.50	33.50	39.25	39.25
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 748.25	 748.25	 847.00	 847.00
Benefit Hours Taken	192.50	192.50	131.25	131.25
 TOTAL ACCOUNTABLE STAFF HOURS	 555.75	 555.75	 715.75	 715.75
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 0.00	 0.00	 0.00	 0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
 TOTAL ACCOUNTABLE STAFF HOURS	 0.00	 0.00	 0.00	 0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 0.00	 0.00	 0.00	 0.00

UTILITY 3C

Utility Division

	FYE 24		FYE 23	
	July	YTD	July	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	1,120.00	1,120.00	2,552.00	2,552.00
Total Comp Time Available	20.50	20.50	7.25	7.25
Total Overtime Hours	44.50	44.50	169.75	169.75
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	1,185.00	1,185.00	2,729.00	2,729.00
Benefit Hours Taken	207.75	207.75	267.75	267.75
TOTAL ACCOUNTABLE STAFF HOURS	977.25	977.25	2,461.25	2,461.25
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Drive-up Window and Mail Payments - FYE 2024

	23-Jun	23-Jul
Mail Payments - Lockbox	9,170	9,298
Mail Payments - E-Lockbox	3,587	3,464
Mail Payments - Office	73	99
Total Mail Payments - Subtotal	12,830	12,861
 Night Deposits	 158	 148
Paymentus Payments	13,671	13,346
Without assistance paymnts - Subtotal	13,829	13,494
 Office Payments	 2,070	 2,008
With assistance payments - Subtotal	2,070	2,008
 Total Payments Processed - Subtotal	 28,729	 28,363
 Bank Draft (ACH) Payments	 11640	 10540
Total Payments (Utility)	40,369	38,903
Total Payments	57,458	56,726

Traffic Counter at Drive-up Facility

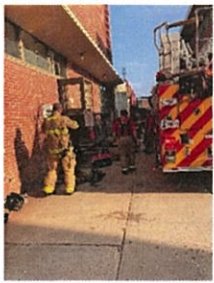
Night Drop *	Counter is broken	
8-5 Drive-up Window Customers *	Counter is broken	
Total Traffic Counter	0	0

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

Utility Division Activity Report

	FYE 24		FYE 23	
	July	YTD	July	YTD
STATUS REPORT				
Regular Utility Accounts Billed	44,431	44,431	44,111	44,111
New Deposit Ons Billed	928	928	1,044	1,044
Final Accounts Billed	781	781	672	672
TOTAL METERS READ	46,140	46,140	46,313	46,313

FIRE DEPARTMENT 4



Item 4.

NFD Monthly Progress Report July 2023

Incident Response Type Summary

Incident Type	Total	% of Total
1 - Fire	26	1.52%
2 - Overpressure Rupture, explosion, Overheat - No Fire	0	0.00%
3 - Rescue & emergency	1037	60.64%
4 - Hazardous Conditions (No Fire)	25	1.46%
5 - Service Call	136	7.95%
6 - Good Intent Call	387	22.63%
7 - False Alarm & False Call	94	5.50%
8 - Severe Weather & Natural Disaster	0	0.00%
9 - Special Incident Type	1	0.06%
Incomplete Reports	4	0.23%
Total Incident Count (Unique Calls)	1710	100.00%
Number of Total Unit Responses	2164	

Total Fire Loss \$3,050,500.00

	Number of First-In Calls	Average Time/Seconds	Average Time/Minutes
Station #1	376	273	0:04:33
Station #2	231	304	0:05:04
Station #3	262	371	0:06:11
Station #4	161	313	0:05:13
Station #5	87	614	0:10:14
Station #6	72	614	0:10:14
Station #7	162	330	0:05:30
Station #8	135	370	0:06:10
Station #9	221	360	0:06:00

Community Outreach

Tours and Special Events	16	Fireworks Support, Parades, Tours, Funeral Support
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Burn Permits

Burn Permits Issued	194	Conditions were favorable for burning 17 days in July
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Training

Total Personnel Training Hours	2333	Mgmt/Supvsr, Hazmat, Wildland, Special Healthcare, etc.
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NFD Monthly Progress Report July 2023

Item 4.

Total Calls By Unit

	Total Number of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
NFD3*	18	7	2	1	4	0	0	1	2	1
Chief 301	13	2	1	1	3	1	1	1	2	1
Chief 302	17	4	1	3	2	0	0	4	3	0
Chief 303	10	2	2	0	2	0	0	2	2	0
Chief 304	16	5	3	2	0	1	0	3	1	1
Chief 401	14	3	1	0	2	4	1	3	0	0
Chief 402	10	3	0	2	2	0	0	1	0	2
Chief 403	12	1	1	0	2	1	3	0	2	2
Chief 404	3	1	0	1	0	1	0	0	0	0
Engine 1	377	360	2	4	1	0	0	5	1	4
Brush 1	4	2	0	2	0	0	0	0	0	0
Ladder 1	41	27	3	1	5	0	0	1	3	1
Engine 2	256	5	230	4	8	0	1	6	2	0
Brush 2	1	0	1	0	0	0	0	0	0	0
Ladder 2	21	7	3	1	6	0	0	1	2	1
Engine 3	277	6	3	260	2	0	0	4	0	2
Brush 3	4	0	1	3	0	0	0	0	0	0
Engine 4	166	3	2	0	155	0	0	0	6	0
Engine 42	2	0	0	0	2	0	0	0	0	0
Brush 4	2	0	0	0	1	0	0	0	1	0
Engine 5	30	0	0	0	0	29	1	0	0	0
Brush 5	91	0	0	0	0	88	2	0	0	1
Engine 6	26	0	0	0	1	6	17	0	0	2
Brush 6	83	1	0	0	1	7	70	0	2	2
Rescue Boat 6	2	0	0	0	0	0	2	0	0	0
Squad 7	201	17	5	3	6	0	0	157	12	1
Brush 7	1	0	0	0	0	0	0	0	1	0
Engine 8	143	1	0	0	6	0	0	3	133	0
Brush 8	2	0	0	0	0	0	0	0	2	0
Tanker 8	1	0	0	0	0	1	0	0	0	0
Engine 9	245	10	0	6	2	2	2	3	1	219
Brush 9	2	0	0	0	0	0	1	0	0	1
Tanker 9	2	0	0	0	0	1	1	0	0	0
EM1*	19	7	2	1	4	1	0	1	2	1
EMS1*	16	6	2	1	1	1	1	0	2	2
Fire Marshal 1	5	4	1	0	0	0	0	0	0	0
Fire Marshal 2	6	1	0	1	2	1	1	0	0	0
Fire Marshal 3	9	4	2	0	1	0	0	1	1	0
Fire Marshal 4	8	3	1	0	1	0	0	0	1	2
Fire Marshal 5	8	2	1	0	3	0	0	0	1	1
	2164	494	270	297	225	145	104	197	185	247

*EM1, EMS1 and NFD3 are "notified" of certain calls. They may or may not actually go on scene.

July 2023 Fire Prevention Activity Summary

Prevention Department Update and Activities

Training	50 hours	Vehicle Fires, EMT, Pre-Incident Planning, Infectious Diseases, Special Healthcare Needs, Hemorrhage Control, Paramedic, OB Emergencies, Trauma Triage
Inspections/Re-Inspections	116 hours	Fireworks Display Setup, Certificate of Occupancy, Occupancy Loads, Daycare, Fire Alarm, Fire Suppression System, General, Food Trucks
Smoke Detectors	2	Check/Install Smoke Detectors/Replace Batteries
Investigations	13	0 Joint, 6 Closed, 2 Complete, 4 Pending, 1 Arrest
Investigative Activities	103 hours	Fire Scene Investigation, reports, OSBI, interviews/Interrogation, Obtain Warrant, File Charges
Department Meetings	27 (20 hours)	Shift Change Meetings, Staff Meeting
Station & Equipment Maintenance	40 hours	Daily checks, supplies replenishing, cleaning & organization
Public Service/Education & Special Events	5 hours	Illegal fireworks citizen education

Planning Officer Activities

Fire Planning Activities	Number	Staff Hours
Building Plan Reviews	11	25
Fire Protection System Plan Reviews	12	33
Building Inspections/Re-inspections	17	34
License Inspections/Re-inspections	6	12
Meetings	9	13
Training	4	15
Communication	N/A	20
Totals		153

EMERGENCY MANAGEMENT DIVISION ACTIVITIES

Emergency Management Division

July 2023

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

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

Local Response	
Red Cross Coordination for burn outs. July resulted in no call outs for assistance	With the robust reorganization in the Red Cross and the turmoil of having a in home fire, the volunteers or I, when called, will respond to the scene, (physically or by phone and assist the family in coordination with the Red Cross to provide immediate assistance.
SonnerCon was held 30 June -2 July	Through the Medical Reserve CORPS Norman EM provided a medical first aid station. A very robust event and fortunately the medical response was very light. They have requested we return next year.
Council meeting for the 13 th of June approved the funds for the destroyed siren and to have the carport at the Fire Training Center repaired. The Purchase Order was completed and forwarded to the vendor	It is estimated 4 months or more for the replacement siren. Carport repairs will be done locally
Youth Camp	
A full youth preparedness camp was conducted in Tishomingo on 8-14 July 2023. Youth preparedness is growing and participation and support has been phenomenal. This camp had a change in the format by eliminating a planning course and adding adventure training. Training included swift water training and orienteering. This is the first camp a function needs student attended the camp. The student was wheel chair supported and participated as fully as her capabilities allowed. She did complete CPR training and functioned in disaster scenarios as a support role. Students attending the course were awarded 6 transferrable course hours.	In 2019, the first youth preparedness camp was held at NSU in Tahlequah. Since then additional camps have been planned, both locally administered and state supported. This program trains students in two primary areas. 1: The Citizens Emergency Response Training program and 2: A course of Community Preparedness Training. Students and staff were housed in the dorms and logistic support was provided by NSU emergency Management. The course is very robust and kept the students and staff highly engaged in training and learning hands on skills critical in disaster operations. The FEMA Region 6 representative indicated the camp are ran very professionally and Oklahoma is a leader in this field. These camps are nationally recognized

	by Bill Bischof, FEMA Region 6, National Preparedness Division
The RISE grant has been completed and the 4 th required deliverable has been done. This grant has allowed equipment to be purchase that builds capability for the Health Dept and the MRC to better respond during times of disaster. A presentation was created highlighting the successes of the grant and the key equipment that enhanced the capability of the program.	This grant was completed under the new organizational structure of the State Health Department. Cleveland County is now known as District 10 and is the sole county of the district.
Disaster Reimbursement Status	
FEMA has instituted a new process for reimbursement claims. As with any new process there are many issues to be worked through. Brown bag lunch training is being planned for late 2023	It is vital for Volunteers to ensure their time has been recorded. Volunteer hours are dollars for a jurisdiction. The hours go to meeting cost share and having a value added impact for the local jurisdictions.
Mitigation Grant Status	
Many Divisions are applying for mitigation funds for various projects	Norman EM has the role of oversight in the Mitigation grant efforts of the city and will continue to support applications
Severe Weather Issues	
National Weather Service Storm Spotter Training	NWS Norman Spotter Schedule (weather.gov)

HUMAN RESOURCES 5

HUMAN RESOURCES
Monthly Report
July 2023

Item 4.

HUMAN RESOURCES

Total number of Employees: 1069

Orientations: 11

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

Terminations: 7

ADMINISTRATION

- Worked FMLA cases in tandem with HR Director
- Processed invoices and reconciled expense accounts
- Coordinated Birthday/Anniversary post card mail outs
 - 81 birthday and 91 anniversary
- Labor Relations:
 - Union negotiation meetings held July 10th, 12th, 17th, and 19th
 - 2 AFSCME and 2 IAFF meetings held

BENEFITS

New Enrollments: 11

COBRA/Retiree participants: 51

Benefit Participation		
	#	%
Medical	768	90%
Dental	767	90%
Vision	549	64%
Disability	342	40%
Supplemental Life	774	91%

* Total Benefit Eligible Population: 852

Claims		
Rx Claims		\$792,520.62
	ACTIVE	\$ 686,175.73
	RETIREE	\$ 51,391.67
	COBRA	\$ 9,333.71
Medical Claims		\$ 3,253,458.00
Dental Claims		\$ 61,391.01
Death Claims		0

PERSONNEL ACTIONS

Item 4.

New Hires – 16

Dept./Div.	Position	Number of Employees
City Clerk/Admin	Administrative Technician III	1
Finance/Treasury	Treasury Associate	1
Parks & Rec/Park Maintenance	Laborer	1
Parks & Rec/Park Maintenance	Maintenance Worker I	1
Parks & Rec/Recreation	Recreation Leader I	1
Parks & Rec/WW Aquatic Center	Laborer	2
Parks & Rec/WW Aquatic Center	Lifeguard	1
Police/Patrol	Police Officer	2
Public Works/Fleet	Fleet Service Technician	1
Public Works/Traffic	Traffic Line Locator	1
Utilities/Sanitation	Sanitation Worker I	2
Utilities/WLM	Utility Distribution Worker I	2

Promotions – 7

Dept./Div.	Position	Number of Employees
Parks & Rec/Golf	Golf Course Maintenance	1
Parks & Rec/Recreation	Recreation Leader I	1
Parks & Rec/WW Aquatic Center	Assistant Aquatic Manager	1
Parks & Rec/WW Aquatic Center	Swim Instructor	1
Parks & Rec/YFAC	Field Operations Supervisor	1
Police/Dispatch	Communications Officer II	2

Separations – 29

Dept./Div.	Position	Number of Employees
Parks/Facility Maintenance	Facility Maintenance Supervisor	1
Parks & Rec/WW Aquatic Center	Admissions Clerk I	1
Parks & Rec/WW Aquatic Center	Food & Beverage Tech I	1
Parks & Rec/WW Aquatic Center	Lifeguard	14
Parks & Rec/WW Aquatic Center	Maintenance Worker I	1
Parks & Rec/WW Aquatic Center	Slide & Gate Attendant	3
Parks & Rec/WW Aquatic Center	Swim Instructor	2
Police/Investigations	Crime Analyst I	1
Police/Patrol	Police Officer	1
Public Works/Traffic	Maintenance Worker I	1
Public Works/Traffic	Traffic Signal Technician	1
Utilities/Refuse	Refuse Container Repair Asst	1
Utilities/Sanitation	Sanitation Worker II	1

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

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

Human Resources

ADA Technician	Employment Technician (Recruiter)
Parks & Recreation	
Facility Maintenance Supervisor	PT Park Maintenance – Parks Temporary Laborer
	Maintenance Worker II
	Interviews & Practical's August 7 – August 11
PT All Locations – Recreation Center Specialist	PPT Irving – Recreation Leader I

Facilities & Construction Program Manager – Interviews 8/9	PPT 12 th Avenue – Recreation Leader I Interviews 8/9	Item 4.
Westwood Family Aquatic Center & Golf Course – all PT Seasonal		
Golf - Laborer	Golf - Maintenance Worker II Interviews August 7 – August 11	
Planning and Community Development		
Planner I	Intern GIS	
Police		
Police Officer (9)	Communications Officer I (3)	
Pet Adoption Coordinator Offer in progress	Communications Officer II	
Animal Welfare Technician		
Public Works		
Engineering - City Surveyor	Traffic – Traffic Signal Technician Interviews 8/11	
Fleet – Maintenance Worker I	Heavy Equipment Operator (2) Interviews 8/9	
Utilities		
Sanitation - Sanitation Worker I (3)	Sanitation - Sanitation Worker II (1)	
Water Reclamation Laborer (temp)	Water Line Maintenance – Utility Distribution Worker I Interviews 8/11	
PPT Water Reclamation Facility – Custodian (1)	Water Line Maintenance – Utility Distribution Worker II	
Water Treatment Plant Manager Interviews 8/10	Refuse Container Repair Assistant	
City Council & City Manager		
Internal Auditor Decision being made by City Council	Assistant City Manager	
Legal		
Assistant City Attorney I		
IT		
Business Analyst		

SAFETY

Fitness for Duty Meetings

Department	Number Held
	0

Return to Work Meetings

Department	Number Held
Utilities	1

Recordable Injuries – OSHA

Department/Division	Nature of Injury	How Sustained	Prognosis
Police/Animal Welfare	Tick Bite	Received tick bite while walking in grass	Released to work
Police/Patrol	Strained middle back area	Involved in auto collision	Released to work
Police/Patrol	Strained left knee	Slipped off sidewalk and twisted knee	Work restrictions
Parks & Rec./Recreation	Right ankle sprain	Rolled ankle running down hallway	Work restriction

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

2023*	2022	2021
5	7	5

*CY2023 is current YTD

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

2024	2023	2022
1	7	3

Recordable Injuries per calendar year:

2023*	2022	2021
44	60	64

*CY2023 is current YTD

Recordable Injuries per fiscal year:

2024	2023	2022
4	67	54

INFORMATION TECHNOLOGY 6

CITY OF NORMAN

Information Technology Department Monthly Report – July 2023.

Working projects for the IT Department are as follows:

Project	Description/improvement anticipated	Status
ERP Replacement Project	Process improvements for finance, purchasing, AR/AP, Courts, HR, Payroll, Personnel, and Permits Management through newer technology, software, and business review processes.	In Progress –Project team has completed implementation work on Incode for Municipal Court, Munis for Financials, Advanced Utilities for utility billing, Tyler EAM for Work Orders, as well as Intellitime for Time and Attendance. Munis for HR Module is being updated. CityView for Planning and Permits began May 2022 and will continue into 2023.
Main Site data center upgrades	Necessary upgrades to current infrastructure are needed to enhance capabilities and continue with power saving and cooling efforts by reducing the amount of physical servers through virtualization. New equipment is being implemented to increase security and speed requirements.	Ongoing: New core switching is implemented and speed enhanced at main campus. IT Network staff are in implementation and testing of networking and security appliances, as well as virtual upgrades. This includes expansion of equipment for new buildings and replacement of old switch infrastructure.

Water tower and mono-pole contract negotiations.	Increased Revenue and compliance for water tower/cellular mono-pole leases. Repair requirements.	Ongoing – taken over by Utilities Admin.
Fiber Optic Installation for redundant loop at WTP and EOC	IT and the Utilites Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC incase of lost service from the main connection.	Awaiting Approval, Working with Utilities Department, land acquisition complete, right of way in negotiation possible launch in FYE24
New Building construction/renovation support.	The IT Department is involved in all new building construction planning and will be responsible to map our networking infrastructure, building air for network closets, power for equipment and battery backups, network drops, wireless network coverage, hardware installation, and physical moves of staffs computer systems in all building projects (Norman Forward Driven)	In Progress – Sanitation, Line Maintenance, Sr. Center, YFAC, EOC, Development Center, Municipal Court, HR/IT Building, Bus Station, Building Maint.
Jenkins Street Fiber Move	Move the city's fiber optics out of the way of construction during the Jenkins Street widening project.	In Planning – Finance Dept. has made funds available. Work to be complete by end of 2023.
IT Security training efforts for all network and email users at the City of Norman.	Increase awareness and stay current on all new and rapidly changing cyber-attack methods so that the CoN network is protected by every employee who utilizes the network for business.	Ongoing

Endpoint Security Review	Review current endpoint security appliances and software and make upgrades as necessary.	In Progress
Print consolidation	Work with outside vendor to consolidate all print, fax, copy machines in CoN facilities.	In Progress
Automated Meter Infrastructure	Implement and integrate AMI for meter reading and utility billing.	In Planning
Print Shop Move to IT	Transition the Print Shop from the Finance Department in to the IT Department.	In Progress, full completion in July/August of 2023.
Network Infrastructure Improvements	Utilize our new Network Engineer who will work closely with the Network and Infrastructure Manager, to review and improve our cabling, switching, and network configuration.	In Progress

Support Tickets:

The IT department tracks work requests with a software package called Spiceworks. **IT Table 1** below represents the number of support tickets closed by the IT Support Staff and those remaining open at the end of July 2023. This high amount is because of various departmental moves to the Development Center and the IT Department assisting in connections and configuration.

Mass Communications:

The following statistics represent email space and resource savings. In the attached table, you will see that 14 emails from the groups shown were sent from city servers using city resources – of those 34,958 were delivered to outside mailboxes for the month of July 2023. The city servers generated mass communications to Norman citizens of 34,958 messages from only 14 sent (see **IT Table 2**).

Email Security Appliance:

The City of Norman's IT Department has an email filter that has enhanced reporting and filtering capabilities that protect the City's systems from malicious attacks from the outside. Email is one of the preferred methods of the delivery of malicious software and viruses. The IT department monitored 270,897 attempted incoming and 99,514 outgoing messages for the month of July 2023. Incoming messages totaling 99,531 were considered Spam or hazardous e-mails by our email-filtering appliance, and were quarantined or filtered (see **IT Table 3**). This number represents 36% of our inbound mail. This percentage is down from previous months for malicious email/spam. Our security efforts are having a positive effect on reducing the total number of malicious email inbound. The IT Department has made the decision to block inbound traffic from specific sources with known malicious traffic that constantly try to affect our network. We continue to monitor and analyze the situation on a daily basis. Inbound email messages of this nature means increased vulnerabilities and attack vectors into the city. Without the email filter appliance, our email server would have received more mail, which increases the opportunity for entrance of a virus into the network. It also creates waste, reduces productivity, and decreases valuable storage space.

Web Site:

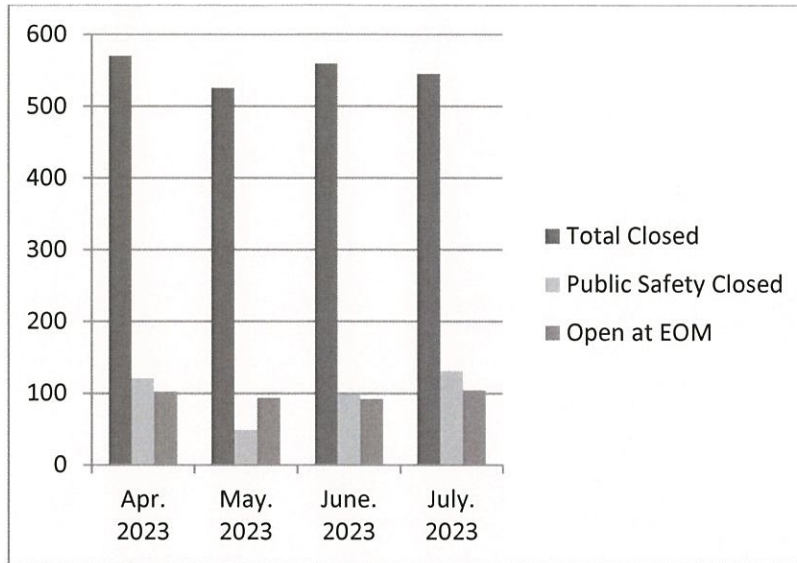
The City of Norman's web site is hosted, updated and maintained by the IT Department. In the month of July 2023, the City of Norman's web site had 127,444 individual web sessions access the web site for 266,768 total page views. Of those sessions, 69,551 were identified as New Users to view content on the City web site (see **IT Table 4**). In July of 2019, the IT Department kicked off a project with Interpersonal Frequency to overhaul the City website. Since its completion in June 2020, the site has reduced and more relevant information as well as the ability to function seamlessly from mobile devices and tablets.

ERP Project Implementation Progress:

The chart below shows the path that we have followed through our ERP Implementation Project with most operations finalized by 2022. The project began in January of 2018 and was delayed for multiple reasons by the 2020 pandemic. The final implementations are expected to run through FYE24. The City Council approved approximately \$6 Million to replace the outdated software systems that run our daily business operations. Once fully complete the city will have enhanced automated services and web services for our citizen base as well as the employees who conduct business and track their daily work

with these systems. The IT Department has completed implementation of Parks and Rec software (Vermont Systems), Municipal Court software (Incode), Finance software (Munis), Utility Billing software (CIS Infinity), Payroll (Munis), Human Resource Management (Munis), and Work Orders (Tyler EAM). Daily work continues on these systems as well as additional training, enhancements, and configuration. Server installation and configuration for Planning and Community Services (CityView) application began in May of 2021. The COVID-19 pandemic had an adverse effect on the completion of CIS Infinity and the starting of CityView because of vendor resource availability and travel restrictions in Canada (both companies are Harris owned and based in Canada). The final phase of our software upgrades, City View, is expected to complete during the latter part of calendar year 2023. We will continue to evaluate each of these systems moving forward starting with a review of the HR Systems in FYE24. We will also begin preparing for AMI (Automatic Meter Infrastructure) integration with a customer portal and our Advanced Utility Systems software.

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

Table 1**Table 2**

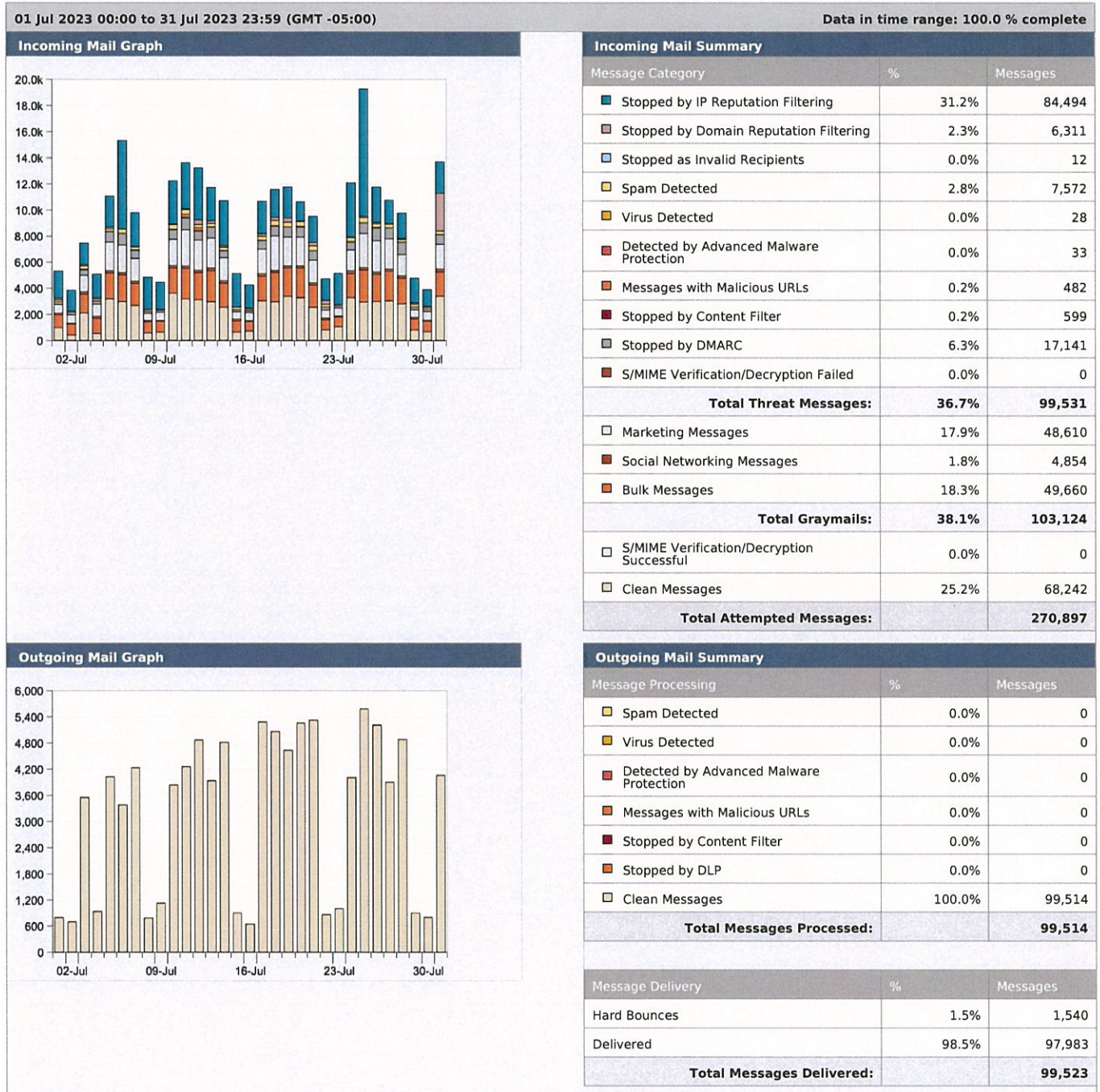
June 2023 LIST SERVER REPORT			
Group	Active Members	Mailings	Total Delivered
Affirmative Action Group	12	0	0
Job Posting	1324	0	0
Norman News	2497	14	34958
Totals	3833	14	34958



SECURE EMAIL GATEWAY

Executive Summary

ironport.example.com



ironport.example.com - 01 Aug 2023 01:00 (GMT -05:00)

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

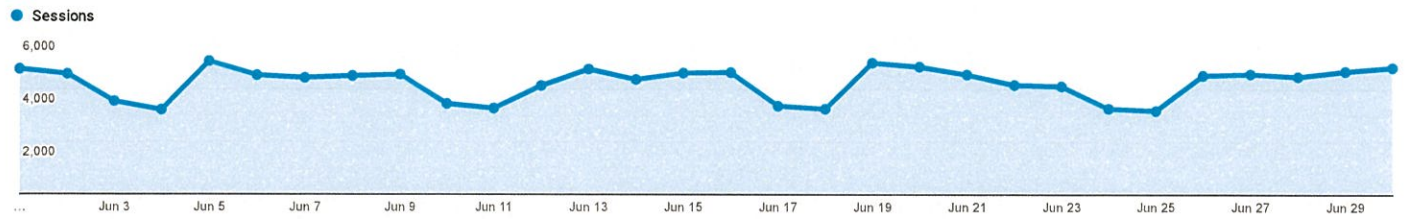
1

Site Traffic

Jun 1, 2023 - Jun 30, 2023

 All Users
100.00% Sessions

Report Tab



Day of the month	Sessions	Pages / Session	Pageviews	Users	New Users	Bounce Rate	Avg. Time on Page
	127,444 % of Total: 100.00% (127,444)	2.09 Avg for View: 2.09 (0.00%)	266,768 % of Total: 100.00% (266,768)	80,544 % of Total: 100.00% (80,544)	69,551 % of Total: 100.04% (69,524)	42.06% Avg for View: 42.06% (0.00%)	00:01:40 Avg for View: 00:01:40 (0.00%)
1. 05	5,063 (3.97%)	2.10	10,637 (3.99%)	4,298 (3.97%)	2,774 (3.99%)	42.15%	00:01:46
2. 19	5,012 (3.93%)	2.10	10,548 (3.95%)	4,236 (3.91%)	2,881 (4.14%)	42.82%	00:01:41
3. 20	4,864 (3.82%)	2.18	10,607 (3.98%)	4,091 (3.77%)	2,541 (3.65%)	40.28%	00:01:39
4. 30	4,834 (3.79%)	2.13	10,287 (3.86%)	4,100 (3.78%)	2,593 (3.73%)	39.97%	00:01:33
5. 13	4,770 (3.74%)	2.09	9,972 (3.74%)	4,070 (3.76%)	2,634 (3.79%)	42.39%	00:01:44
6. 01	4,766 (3.74%)	2.15	10,233 (3.84%)	4,065 (3.75%)	2,554 (3.67%)	40.50%	00:01:43
7. 29	4,693 (3.68%)	2.10	9,863 (3.70%)	4,026 (3.71%)	2,608 (3.75%)	42.55%	00:01:42
8. 16	4,643 (3.64%)	2.11	9,813 (3.68%)	3,960 (3.65%)	2,580 (3.71%)	39.28%	00:01:34
9. 15	4,622 (3.63%)	2.15	9,946 (3.73%)	3,898 (3.60%)	2,501 (3.60%)	41.30%	00:01:38
10. 27	4,590 (3.60%)	2.13	9,758 (3.66%)	3,818 (3.52%)	2,394 (3.44%)	39.69%	00:01:47

Rows 1 - 10 of 30

LEGAL 7

MONTHLY REPORT - LEGAL DEPARTMENT
July 2023 Report
(Submitted August 11, 2023)

MONTHLY HIGHLIGHTS:

Harmon et al. v. City of Norman et al., CIV-18-0688; 18-6187; 22-6019 (K)

Although the judgment in this case was entered in March 2023, the case remained on the Monthly Report because the district court award the City its costs in the amount of \$2,953.60. In July, the City received a check from American Liberties Institute, Inc. in the amount of \$2,953.60. Because payment of the City's costs resolves all of the outstanding issues in this case, this case will no longer appear on the Monthly Report.

LIST OF PENDING CASES:

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

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

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, Case No. 05-MD-01720 (JG)(JO) (K)

UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF OKLAHOMA

Smith v. City of Norman, CIV-22-1002 (K)

Thompson v. City of Norman, et al., CJ-2019-71; CIV-19-13 (K)

Dollarhide v. Dennis Dickens, Oklahoma Highway Patrol, et al, CIV-2022-642 (K)

OKLAHOMA SUPREME COURT / COURT OF CIVIL APPEALS

Henderson, et al. v. City of Norman, et al., Case No. DF-120316; CJ-2016-610 (K)

City v. Kelly Lynn, Case No. SD-121276; CV-2023-516 (K)

Walling v. Norman Regional Health System, et al, Case No. SD-121340, CJ-2014-874 (K)

COURT OF CRIMINAL APPEALS

None

CLEVELAND COUNTY DISTRICT COURT

A. *General Lawsuits*

Armstrong v. City of Norman, CJ-2012-1638 (K)

City v. Haddock, CV-2010-357 TS (K, S)

City v. IAFF, CV-2011-48 L; DF-109447 (K)

City v. Komiske, Cobblestone Creek Management Company, et al, CV-2012-748 (K, W)

City v. Aaron Stachmus and Bryson Anglin, CJ-2021-445 (S)

City v. Aaron Stachmus and Bryson Anglin, CJ-2022-424 (S)
City v. Aaron Stachmus and Bryson Anglin, CJ-2022-647 (S)
Kevin Easley v. City of Norman, CV-2022-2830
Etter v. City of Norman, CJ-2021-731 (K)
FOP/IAFF/AFSCME v. Okla. Dept. of Labor and City of Norman, CJ-2005-1170 L (K)
FOP v. City of Norman, CV-2011-876 L (K)
Martin Flores v. City of Norman & John Doe, CJ-2021-1051
Caleb Fulton v. City of Norman et al., CJ-2020-797 (K)
Kevin Hahn v. Norman Police Department, City of Norman, CJ-2021-210 (K)
Jaclyn Jacobs v. City of Norman and Norman Utilities Authority, CJ-2022-794 (K)
Jane Doe v. S. Carter, Norman Regional Hospital Authority, and John and Jane Does, and or DBA Doe Medical Entity, CJ-2022-1348, CJ-2020-606 (K)
City v. Loeffler & Ashford Investments, LLC, CV-2022-1182 (M)
City v. Lonnie Hodges, CV-2020-2922
The Norman Petition Initiative No. 2021-1, Case No. CV-2020-2384 (K)
McCarver v. City of Norman, CJ-2013-128 TS (K)
Petersen and Lester E.R. Dotty v. City of Norman, CV-2023-766 (K)
Remy v. Hall, et al., Case No. CV-2017-1853 (K, S)
Shaz Investment Group, LLC v. City of Norman, CJ-2021-1044 (K)
West Lindsey Center Investors, LLC v. City of Norman, et al., CJ-2022-693 (K)

B. *Condemnation Proceedings*

City of Norman v. Chastain Oil Company, a Corporation, et al., CV-2015-677 (M)
City of Norman v. West Lindsey Center Investors, LLC, et al., CV-2015-671 (M)
City of Norman v. Tietz Revocable Trust, et al., CJ-2013-775 (M)
City of Norman v Apex Properties, LLC, et al., CJ-2021-221 (M)
City of Norman v. The Uplands Development Co., LLC, et al., CJ-2021-227 (M).
City of Norman v. Hallbrooke Development Group One, LLC, et al., CJ-2021-228 (M).
By order dated July 18, 2023, pretrial deadlines were extended and a December 2023 Status Conference set.
City of Norman v. D&J Land, LLC, et al., CJ-2022-251 (M)
City of Norman v. McIntosh Living Trust, et al., CJ-2023-704 (M): On July 20, 2023 the hearing to appoint commissioners was stricken in light of change in property ownership.
City of Norman v. Susanne Corr Revocable Trust, et al., CJ-2023-706 (M): A hearing to appoint commissioners was held on August 2, 2023 and commissioners were appointed by the court.
City of Norman v. Miller Revocable Trust, et al., CJ-2023-708 (M): On August 4, 2023, the hearing to appoint commissioners was stricken pending potential resolution with the owners.
City of Norman v. Bradley Goodman, et al., CJ-2023-707 (M): On July 20, 2023, the defendants were sent service of the lawsuit and a hearing to appointment commissioners was set for August 23, 2023.

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

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

D. *Municipal Court Appeals*

None

E. *Small Claims Court*

None

F. *Board of Adjustment Appeals*

None

LABOR / ADMINISTRATIVE PROCEEDINGS

A. *Grievance & Arbitration Proceedings (K)*

This office has assisted with the following grievances:

AFSCME Grievance FYE 21-02 – (COVID-19 Leave)
AFSCME Grievance FYE 22-02 – (Jerry Younts and Bennie Gilmore – COVID-19 Leave)
AFSCME Grievance FYE 22-02 – (Tara Klepper – COVID-19 Leave)
AFSCME Grievance FYE 23-03 – (Parks Employees)
AFSCME Grievance FYE 23-08 – (AFSCME Group Grievance)
AFSCME Grievance FYE 23-09 – (Brian Jones)
AFSCME Grievance FYE 24-01 – (April Waggoner)

IAFF Grievance FYE 21 – (Carl Shanon Smith – Improper Compensation)
IAFF Grievance FYE 22 – (Source Documents)
IAFF Grievance FYE 23 – (Matt Ferris – Discipline)
IAFF Grievance FYE 23 – (Carl Shanon Smith Termination/Forced Retirement Grievance)
IAFF Grievance FYE 23 – (Battalion Chief Source Document Grievance)
IAFF Grievance FYE 23 – (Change in Medical Benefits)
IAFF Grievance FYE 23 – (Change in Conditions of Employment)
IAFF Grievance FYE-23 - (Selective Progressive Discipline Grievance)

B. *Equal Employment Opportunity Commission (EEOC)*

None

C. Contested Unemployment Claims (OESC)

None

MUNICIPAL COURT PROSECUTIONS

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

	<u>ADULT CASES</u>			<u>JUVENILE CASES</u>			<u>COURT SESSIONS</u>		
Month	FYE 22	FYE 23	FYE 24	FYE 22	FYE 23	FYE 24	FYE 22	FYE 23	FYE 24
JULY	275	165	464	11	7	11	7	9	10
AUG	236	241		9	10		5	13	
SEPT	263	245		9	15		5	10	
OCT	269	244		12	13		6	9	
NOV	228	205		2	10		6	6	
DEC	162	165		1	5		3	8	
JAN	185	205		9	9		6	10	
FEB	787	256		8	17		8	10	
MAR	282	272		13	13		9	12	
APR	323	322		12	9		10	9	
MAY	582	395		21	17		12	13	
JUNE	268	344		7	31		11	9	
TOTALS / YTD	3,860	3,059	464	114	156	11	88	118	10

WORKERS' COMPENSATION COURT

The total number cases pending as of July 2023 are 24. There were no new Oklahoma Workers Compensation claims received during the month. In July, a Court Order was approved by the City Council. The remaining cases are proceeding in active litigation in the Oklahoma Workers' Compensation Commission/Court of Existing Claims. The current breakdown of pending Workers' Compensation cases by work area have been reviewed and updated for accuracy is as follows:

DEPARTMENT	DIVISION	PENDING CASES	FYE 24 CASES	FYE 23 CASES	FYE22 CASES	FYE21 CASES
Fire	Suppression	12		9	4	2
Fire	Prevention				1	
Parks/Rec.	Park Maintenance	1				
Parks/Rec	Westwood Pool				1	
Planning	Development Services					

DEPARTMENT	DIVISION	PENDING CASES	FYE 24 CASES	FYE 23 CASES	FYE22 CASES	FYE21 CASES
Police	Animal Welfare	2				2
Police	Criminal Investigation	2			1	
Police	Patrol	4		1	4	1
Police	Administration	0			2	
Public Works	Street Maintenance				1	1
Public Works	Vehicle Maintenance					
Public Works	Storm Water					
Public Works	Traffic Control	1		1		
Utilities	Line Maintenance	1		1		
Utilities	Sanitation	1		1		
TOTALS		24		11	14	6

List of Pending Cases

Adams, Malia Jessie v. City of Norman, CM-2020-01069 Q

(Police, Animal Welfare, Animal Welfare Officer, R. Hip, Low Back with Radicular Symptoms, Mid-Back Consequential; + Thoracic Spine)

Adams, Malia Jessie v. City of Norman, CM-2021-02000 A (Consolidated under claim CM-2020-01069 Q by Court Order March 9, 2023)

(Police, Animal Welfare, Animal Welfare Officer, R. Ankle, Mid/Low Back)

A Court Order in the above claim was received and approved by the City Council on July 25, 2023 and will no longer appear on the monthly report.

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

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

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

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

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

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

Edwards, Brian v. City of Norman, CM-2023-00414 L

(Fire, Suppression, Fire Driver Engineer, R. Hand, R. Thumb)

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

(Fire, Suppression, Firefighter, Binaural Hearing Loss)

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

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

Gourley II, Rickey J. v. City of Norman, CM-2022-06328 E

(Public Works, Traffic Control, Maintenance Worker I, L. Shoulder, L. Arm)

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

(Fire, suppression, Firefighter)

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

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

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

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

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

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

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

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

Mosley, Kent v. City of Norman, CM-2020-00585 X

(Police, Patrol, Sergeant, Mid & Low Back, Radicular Pain Down L. & R. Leg, R. Big Toe, R. & L. Buttocks + Neck, Headaches + Consequential Erectile Dysfunction) + Disfigurement to Stomach

Newell, Richard v. City of Norman, WCC-2022-15014 H

(Police, Narcotics, Sergeant, R. Knee)

Peterman, Kyle M. v. City of Norman, CM-2022-06515 P

(Fire, Suppression, Firefighter Recruit, L. Inside Ear)

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

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

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

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

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

(Fire, Suppression, Firefighter, Lower Back)

Stamper, Jonathan A. v. City of Norman, CM-2022-03706 J

(Fire, Suppression, Firefighter, Low Back, R Knee)

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

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

Tuschmann, Sean Michael v. City of Norman, CM-2022-04310 H

(Police/Patrol/Lieutenant, L Shoulder, L. Elbow, L. Hand)

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

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

TORT CLAIMS

The following is a breakdown of the Tort Claims activity through July 2023.

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

CURRENT CLAIM STATUS	FYE 24 TO DATE	FYE 23	FYE 22	FYE 21
Claims Filed	3	56	51	63
Claims Open and Under Consideration	3	13	0	0
Claims Not Accepted Under Statute/Other	0	4	3	10
Claims Paid Administratively	0	21	15	11
Claims Paid Through Council Approval	0	2	2	7
Claims Resulting in a Lawsuit for FY	0	0	5	3
Claims Barred by Statute (No Further Action Allowed)	0	13	26	32
Claims in Denied Status (Still Subject to Lawsuit)	0	10	0	0

MUNICIPAL COURT 8

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

CASES FILED

	<u>JULY</u>	<u>FY24</u>	<u>Y-T-D</u>	<u>JULY</u>	<u>FY23</u>	<u>Y-T-D</u>
Traffic	693		693	261		261
Non-Traffic	348		348	223		223
SUB TOTAL	1041		1041	484		484
Parking	384		384	348		348
GRAND TOTAL	1425		1425	832		832

CASES DISPOSED

	<u>JULY</u>	<u>FY24</u>	<u>Y-T-D</u>	<u>JULY</u>	<u>FY23</u>	<u>Y-T-D</u>
Traffic	659		659	297		297
Non-Traffic	263		263	215		215
SUB TOTAL	922		922	512		512
Parking	403		403	298		298
GRAND TOTAL	1325		1325	810		810

REVENUE

	<u>JULY</u>	<u>FY24</u>	<u>Y-T-D</u>	<u>JULY</u>	<u>FY23</u>	<u>Y-T-D</u>
Traffic	\$ 73,763.44		\$ 73,763.44	\$ 33,968.33		\$ 33,968.33
Non-Traffic	\$ 18,889.93		\$ 18,889.93	\$ 12,753.23		\$ 12,753.23
SUB TOTAL	\$ 92,653.37		\$ 92,653.37	\$ 46,721.56		\$ 46,721.56
Parking	\$ 15,435.00		\$ 15,435.00	\$ 10,930.00		\$ 10,930.00
GRAND TOTAL	\$ 108,088.37		\$ 108,088.37	\$ 57,651.56		\$ 57,651.56

PARKS AND RECREATION 9

Park Development Activities July 2023

Andrews Park:

We reviewed the proposals from nine different teams for the Master Plan project for Andrews Park; and conducted in-person interviews with the top five. We have selected Copeland Design Collective for the work; and are negotiating the project costs, schedule and deliverables with their team in order to prepare a contract for Council approval in August. We plan to work with this design team to schedule stakeholder, community-wide and city official meetings over the coming months to help create a master plan for Norman's oldest park, in an effort to make this major downtown space more attractive and usable.

Sutton Wilderness:

We received proposals for the project to construct a 12-car parking lot addition and make improvements to the south walking trail spur at George M. Sutton Urban Wilderness. We have prepared Contract and Bonds to hire CanDo, LLC to do the work, as designed by Parkhill Engineering. Work should be completed later this summer, as weather permits. Funding for the project is coming from a combination of Community Park Funds and a Recreational Trails Grant from the State of Oklahoma Department of Tourism and Recreation, which will pay 80% of the design and construction.

Nature Park:

Site analysis is progressing for the new park located at the corner of Alameda Street and Carter Avenue. The information gathered in this process, as well as input from city staff, will help refine the overall design for the park. Green infrastructure aimed at slowing, detaining and treating storm water runoff will be the main cohesive feature of this park. In light of such goals, our Park Planner, Bethany Grissom, is currently completing the National Green Infrastructure Certification Program to gain the expertise necessary to design, inspect and maintain green infrastructure projects, which include rain gardens, green roofs, permeable pavements, bioswales, retention/detention ponds, and other features.

12th Avenue Recreation Center:

We received bids on July 28th to do several small projects at the center, which will improve both the accessibility of the spaces and make cosmetic improvements to the floors, walls, ceilings, counters, doors and other components of this highly used recreation space. We will hire as many of the small projects as we can, based on the budget available from both the Parks and Recreation project for recreation center improvements and the ADA Compliance program at various parks and facilities around town. Work will be coordinated with the Recreation Center staff in order to minimize the impact on daily activities as we finish our summer camp season and prepare for the after-school programming that will come in the fall.

Moore-Lindsey House Historical Museum:

We are starting work on the project to re-paint the main house and the Carriage House, while weather conditions are favorable for the work. Our first step includes replacement of several of the balusters and rails on the front porch that have rotted beyond repair over the years. We will have new woodwork installed in those areas while we prepare the specifications for an RFP next month that will include stripping all old paint, replacement of damaged clapboards, trim, casings and other exterior surfaces on both structures and re-painting both in the multi-colored pallet that was common on prestigious homes of its time. All work will be coordinated with the Cleveland County Historical Society, who operate the facility as a house museum, as well as their main office.

Forestry:

We have finalized the project scope and are working with the Legal Department to build a schedule for the Tree Ordinance review we have hired from Davey Resource Group, based on their proposal. This is the first step in our project to improve the language and work plan for Norman's entire urban forestry program. We anticipate expanding the work with Davey to include a public tree inventory and an Urban Forest Master Plan, which will guide our work for years to come. We have also hired a contractor to water all of our recent tree planting projects in areas where we have gator bags instead of automatic irrigation. Several street trees and small park tree projects have been planted with the intent to hand watering during their first two growing seasons, as needed; and then only watering in emergency drought situations, once established.

JULY 2023 PARKS MAINTENANCE DIVISION				
	FYE-24 MTD	FYE-24 YTD	FYE-23 MTD	FYE-23 YTD
SAFETY REPORT				
On-The-Job Injuries	0	0	0	0
Vehicle Accidents	0	0	0	0
Employee responsible	0	0	0	0
ROUTINE ACTIVITIES	Total Man Hours		Total Man Hours	
Big Mowing	182.5	182.50	145.5	944.50
Trim Mowing	1058	1058.00	941	5376.00
Chemical Spraying	179.5	179.50	43	1027.00
Fertilization	0	0.00	0	18.00
Park Tree Work	135	135.00	0	735.00
Street Tree Work	0	0.00	0	91.00
Trash Maintenance	323.25	323.25	24	2447.75
Sprinkler Maintenance	185.75	185.75	0	1052.75
Watering	0	0.00	64	279.00
Painting	0	0.00	116	415.00
Landscape Maintenance	244	244.00	0	1708.75
Seeding/Sodding	0	0.00	19	613.00
Ballfield Maintenance	0	0.00	0	341.00
Fence Repairs	0	0.00	0	263.50
Equipment Repairs/Maintenance	227.5	227.50	0	1374.50
Material Hauling	0	0.00	93	497.25
Snow/Ice Removal	0	0.00	8	520.27
Christmas Setup	0	0.00	0	264.75
Vector Control	30	30.00	0	114.00
Events	70.5	70.50	8	201.00
Vandalism Repair	6	6.00	0	210.50
Trail Maintenance	0	0.00	0	8.00
Playground Maintenance	54.5	54.50	119	891.75
Restroom Maintenance	0	0.00	27.5	622.50
Carpentry/Welding	20	20.00	0	441.00
Shop Time	42.5	42.50	0	493.00
Special Projects	51	51.00	70	2481.00
Miscellaneous	57	57.00	181.75	1881.25

JULY 2023
RECREATION DIVISION
MONTHLY REPORT

Item 4.

Norman Senior Center: The Norman Senior Center saw a monthly attendance of 661. First Monday Birthdays was celebrated on Monday, July 3. S.A.L.T. (Seniors and Law Enforcement Together) held their monthly meeting on Wednesday, July 5. Tech Sesh with Mac was offered on Friday, July 14 for those interested in assistance with their technological devices. On Friday, July 21, around 60 patrons attended our monthly Grill and Games event. Folks enjoyed free food, music, Singo Bingo, and door prizes. The Mystery Dinner took patrons to 405 Burger Bar on Tuesday, July 25. On Wednesday, July 26, patrons enjoyed Bingo, sponsored by Tech Sesh with Mac.

Little Axe Community Center: Little Axe Community Center visitors enjoyed senior bingo and we had lots of great prizes for the 15 seniors that played. Our 15 seniors also enjoyed the ice cream social we held in July. The center's library saw a rise in usage to 802 books checked out. We believe this is due to our community students getting ready for school. Our OHCE monthly class met at the center and enjoyed a sewing session. Staff wrapped up the month getting ready for our after school program.

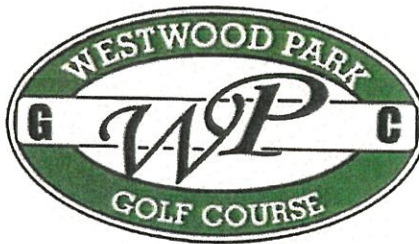
12th Avenue Recreation Center: The 12th Avenue Recreation Center averaged 34 campers for the month of July. Campers got to enjoy a fun-filled month with painting crafts and galaxy jars, snow cones from Kona Ice, trips to Westwood Family Aquatic Center, the Blue Zoo, and Myriad Botanical Gardens! Oil and Clay came to the Center to help the campers make coiled pots to take home. Buddy the Broncho from the University of Central Oklahoma made a guest appearance for the camp and played some kickball with everyone! 19 finished their youth basketball rentals on July 29 and averaged 175 patrons per Saturday.

Irving Recreation Center: The Irving Recreation Center Summer Camp continued 31 campers enrolled. We have an average daily attendance of 19 campers. The Center had a few campers leave the program, so we contacted the families on our waitlist to see if they still needed our services. The Recreation Leader we hired has not started yet, but he is still in the onboarding process. One of our Recreation Specialist will be separating from the CoN once camp has concluded.

Whittier Recreation Center: Our Summer Camp program averaged 24 students for the month of July. Children enjoy crafts, field trips and daily activities. No rentals took place in July and Clogging will start up again in the Fall.

FACILITY ATTENDANCE:	Month	Year to Date
Norman Senior Center	661	661
Little Axe Community Center	1,480	1,480
12th Avenue Recreation Center	1,795	1,795
Irving Recreation Center	343	343
Whittier Recreation Center	544	544
Reaves Center	300	300
Tennis Center	3,376	3,376

WESTWOOD/NORMAN MUNICIPAL AUTHORITY 9A



JULY 2023

Westwood Golf Course Division Monthly Progress Report

ACTIVITY	JULY FYE'24	JULY FYE'23
Regular Green Fees	955	1376
Senior Green Fees	345	306
Junior Fees	310	328
School Fees (high school golf team players)	0	0
Advanced Fees (high school golf team pre-pay)	0	0
Annual Fees (Regular, Senior & Junior Members)	1085	898
Employee Comp Rounds	402	379
Golf Passport Rounds	0	0
9-Hole Green Fee	190	308
2:00 Fees	191	255
4:00 Fees	0	1
Dusk Fees or 5:00 Fees	356	291
PGA Comp Rounds	14	3
*Rainchecks (not counted in total round count)	32	36
Misc Promo Fees (birthday, players cards, OU student)	303	134
Green Fee Adjustments (fee difference on rainchecks)	6	8
Total Rounds (*not included in total round count)	4157	4287
% change from FY '22	-3.03%	
Range Tokens	3398	4188
% change from FY '22	-18.86%	
18 - Hole Carts	147	192
9 - Hole Carts	52	64
½ / 18 - Hole Carts	1100	1581
½ / 9 - Hole Carts	529	548
Total Carts	1828	2385
% change from FY '22	-23.35%	
18 - Hole Trail Fees	0	0
9 - Hole Trail Fees	0	0
18 - Hole Senior Trail Fees	0	0
9-Hole Senior Trail Fees	0	0
Total Trail Fees	0	0
% change from FY '22	0.00%	
TOTAL REVENUE	\$171,048.37	\$144,466.59
% change from FY '20	18.40%	

JULY 2023
WESTWOOD GOLF DIVISION
MONTHLY PROGRESS REPORT

Item 4.

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

FINANCIAL INFORMATION

	FYE 2024	FYE 2024	FY 2023	FYE 2023
	MTD	YTD	MTD	YTD
Green Fees	\$58,638.11	\$58,638.11	\$62,920.21	\$62,920.21
Driving Range	\$12,971.46	\$12,971.46	\$14,091.92	\$14,091.92
Cart Rental	\$29,395.74	\$29,395.74	\$33,782.81	\$33,782.81
Golf Classes	\$0.00	\$0.00	\$0.00	\$0.00
Golf Shop Rentals	\$449.22	\$449.22	\$0.00	\$0.00
USGA Handicap Fees	\$0.00	\$0.00	\$0.00	\$0.00
Golf Cart Capital	\$1,895.42	\$1,895.42	\$0.00	\$0.00
Golf Merchandise	\$17,708.45	\$17,708.45	\$0.00	\$0.00
Restaurant	\$26,380.21	\$26,380.21	\$33,417.01	\$33,417.01
Insufficient Check Charge	\$0.00	\$0.00	\$0.00	\$0.00
Interest Earnings	\$23,609.76	\$23,609.76	\$254.64	\$254.64
TOTAL INCOME	\$171,048.37	\$171,048.37	\$144,466.59	\$144,466.59
Expenditures	\$86,883.93	\$86,883.93	\$87,468.51	\$87,468.51
Income vs Expenditures	\$84,164.44	\$84,164.44	\$56,998.08	\$56,998.08
Rounds of Golf	4157	4157	4287	4287

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

#1 fairway bunker is in the final stages of renovation. Completion will be done with bank sodding. A Greens quality rating is presently at 90%. Selective aerification for green stress and summer stress complex. Many fungicide applications. Our weed control programs are still in progress. Dallisgrass control applications on many of the perimeter areas. Broadleaf weed control continues in the rough areas. Started on tree trimming of lower branches to allow for mowing and golfer pace of play. Irrigation efficiency for water management with evaluation of all sprinkler heads on tees, greens and fairways.

JULY 2023
WESTWOOD POOL
MONTHLY REPORT

Item 4.

FINANCIAL INFORMATION

	FYE 2023 MTD	FYE 2024 YTD	FYE 2023 YTD	FYE 2022 TOTAL
Swim Pool Passes	\$680.00	\$680.00	\$427,078.00	\$280,436.50
Swim Pool Gate Admission	\$131,177.00	\$131,177.00	\$427,372.00	\$333,721.00
Swim Lesson Fees	\$5,610.15	\$5,610.15	\$97,916.64	\$63,442.00
Pool Rental	\$19,898.80	\$19,898.80	\$86,670.20	\$47,806.00
Locker Fees	\$0.00	\$0.00	\$0.00	\$0.00
Pool Classes	\$417.00	\$417.00	\$53,665.00	\$24,633.00
Pool Merchandise Sales	\$125.12	\$125.12	\$699.10	\$0.00
Concessions	\$71,339.25	\$71,339.25	\$147,445.75	203,526.27
TOTAL INCOME	\$229,247.32	\$229,247.32	\$1,240,846.69	\$953,564.77
Expenditures	\$266,932.77	\$266,932.77	\$1,017,129.98	\$693,322.52
Income verses Expenditures	(\$37,685.45)	(\$37,685.45)	\$223,716.71	\$260,242.25

ATTENDANCE INFORMATION

	FYE 2024 MTD Jul-23	2023 YTD	2022 YTD	2021 YTD
a. Pool Attendance	16,473	114,679	114,679	75,468
b. Adult Lap Swim Morning/Night	27	950	950	1,802
c. Water Walkers	65	1,124	1,124	4,923
d. Toddler Time	213	4,328	4,328	5,421
e. Water Fitness	78	2,610	2,610	2,826
f. Swim Team	0	1,435	1,435	4,423
g. Scuba Rentals	5	514	514	54
h. Scuba Participants	17	282	282	100
i. Swim Lessons	630	1,465	1,465	1,697
j. Private Swim Lessons	17	73	73	51
g. Movie Night/Special Events	4	2156	2,156	1,298
h. Party / Rentals	39	259	259	116
TOTAL ATTENDANCE	17,568	129,875	129,875	98,179

FACILITY MAINTENANCE 9B

Facility Maintenance - July 2023 - Labor/Materials Cost Report

Comprehensive Costs

Grand Total Cost: \$163,407.13

Total Misc. Cost (Materials/Contract Labor): \$97,724.99

Total Labor Cost: \$65,682.14

Total Labor Hours: 2,215

Total Cost by Request Type

Administrative: \$25.5K – 10%

Custodial: \$39.75K – 24%

Electrical: \$22.07K – 14%

General Maintenance: \$17.19K – 11%

HVAC: \$23.86K – 15%

Pest Control: \$694.78 – 0%

Plumbing: \$23.8K – 15%

Roofs: \$10.52K – 6%

Total Cost by Location (Trade)

Indirect Maintenance: \$42.83K

Admin: \$25.38K

HVAC: \$23.86K

Electrical: \$21.19K

Plumbing: \$20.24K

General Maintenance: \$13.74K

Roofs: \$10.18K

Doors/Locks: \$1.90K

Alarms: \$1.56K

Pest Control: \$694.78

CNG Station – Electrical: \$634.39

Top Buildings by Cost

Indirect: \$68.2K

201B (NPD – Complex): \$13.78K

Central Library: \$6.95K

Reaves Park: \$6.06K

Water Reclamation Facility: \$5.16K

Warming Shelter: \$4.96K

Development Center: \$4.86K

Fire Station #7: \$4.59K

Streets: \$4.07K

Legacy Park: \$3.62K

East Library: \$2.75K

Neighborhood Parks: \$2.68K

Shooting Range (NPD): \$2.59K

City Hall (Complex): \$2.55K

12th Ave Recreation Center: \$2K

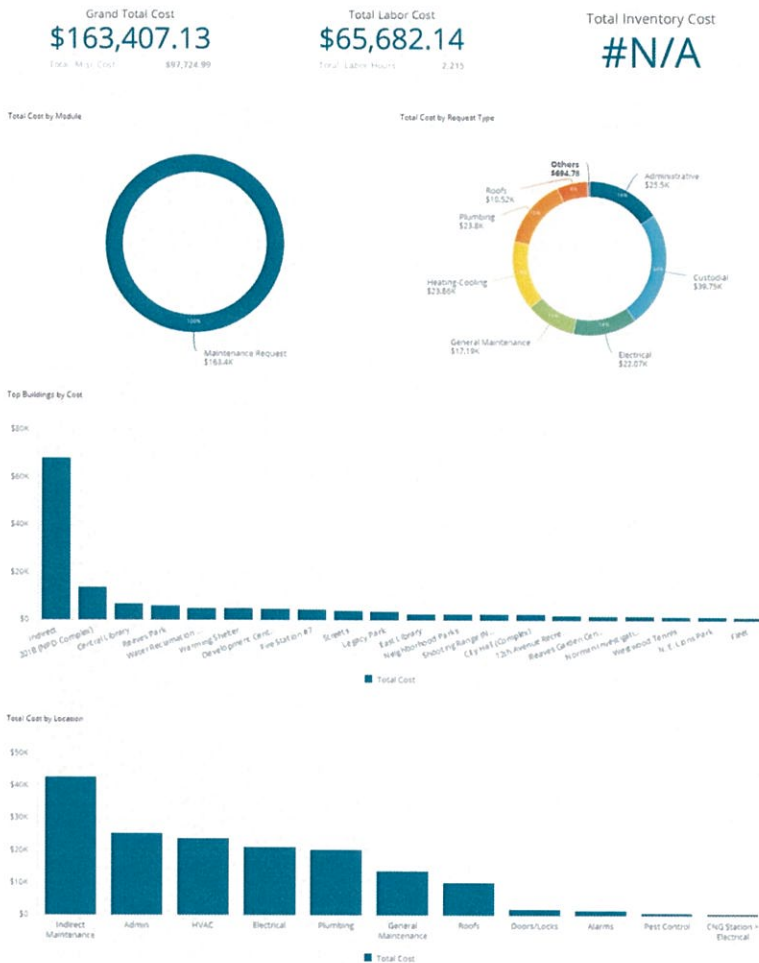
Reaves Garden Center: \$1.9K

Norman Investigations Center: \$1.8K

Westwood Tennis: \$1.69K

N. E. Lions Park: \$1.61K

Fleet: \$1.36K



Comprehensive Operations

Maintenance Requests – Total: 352

Administrative: 10

Custodial: 4

Electrical: 110

General Maintenance: 43

HVAC: 90

Plumbing: 83

Pest Control: 3

Roofs: 9

Finalized Requests – Total: 352

Number of Requests by Building

201B (NPD – Complex): 27

Central Library: 26

Development Center (Complex): 21

Water Reclamation Facility: 20

Norman Investigations Center: 16

Indirect: 15

Fire Station #7: 14

City Hall (Complex): 12

East Library: 12

Reaves Park: 10

Westwood Tennis: 9

12th Ave Recreation Center: 9

Senior Center: 8

Lions Park: 8

Fleet: 8

Ruby Grant Park: 7

Westwood Golf: 7

Little Axe Recreation Center: 6

Fire Station #3: 6

Traffic Control: 6

Animal Welfare: 6

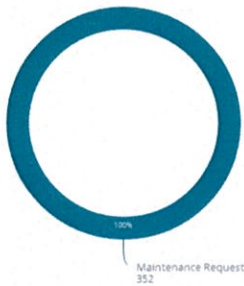
Griffin Park: 6

Andrews Park: 6

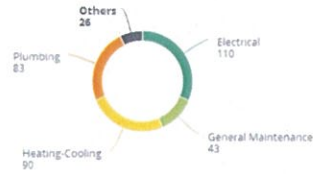
Irving Recreation Center: 5

Fire Station #9: 5

Requests by Module



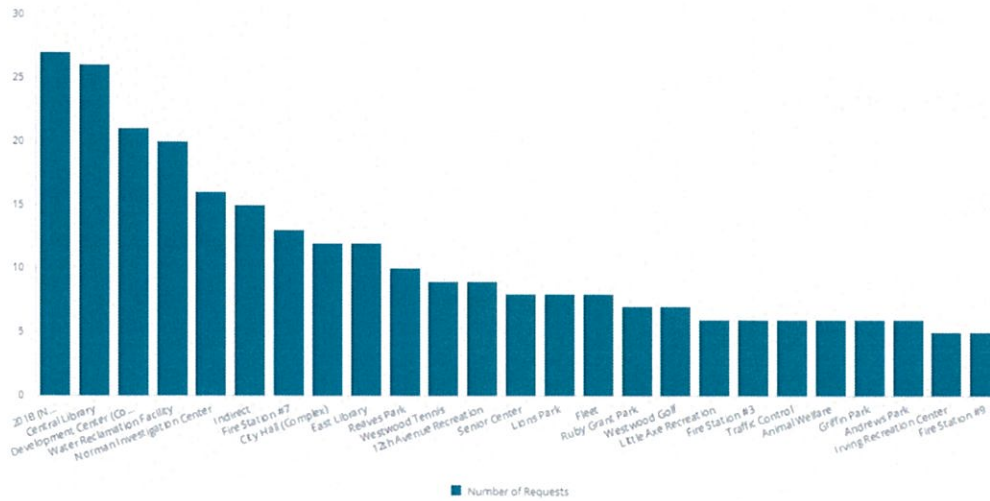
Requests by Type



Requests by Current Status



Requests by Building



Work Summary

PM & Work Requests by Current State

Completed: 238

PM & Work Requests Assigned by User

Bill S.: 27 – 11%

Brian J.: 38 – 16%

Don A.: 31 – 13%

Jeff L.: 55 – 23%

Jerry W.: 30 – 13%

Robert B.: 49 – 21%

Jason M.: 1

Kathy L.: 1

Tara K.: 7

PM & Work Requests by Type

Administrative: 6 – 2%

Custodial: 2 – 1%

Electrical: 56 – 24%

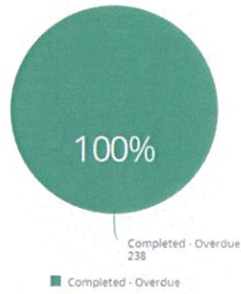
General Maintenance: 34 – 14%

HVAC: 78 – 33%

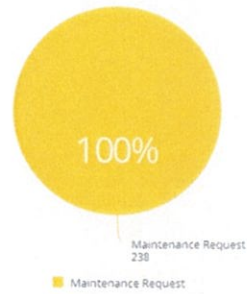
Plumbing: 54 – 23%

Roofs: 8 – 3%

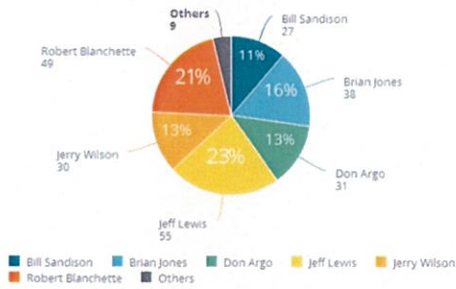
PM and Work Requests By Current State



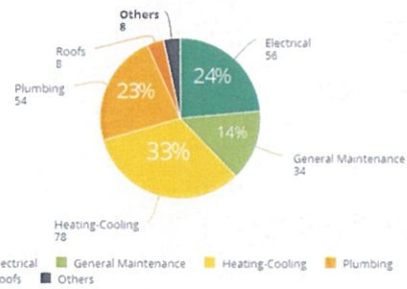
Requests By Module



PM and Work Requests Assigned By User



PM and Work Requests By Type



Team Performance

Assigned Requests by User

Bill S.: 27 – 11%

Brian J.: 39 – 15%

Don A.: 35 – 14%

Jeff L.: 59 – 23%

Jerry W.: 31 – 12%

Robert B.: 52 – 21%

Jason M.: 1

Kathy L.: 1

Tara K.: 7

Labor Hours by User

Bill S.: 146 – 14%

Brian J.: 150 -- 14%

Don A.: 112 – 11%

Jason M.: 135 – 13%

Jeff L.: 140.5 – 13%

Jerry W.: 136 – 13%

Kathy L.: 96 – 9%

Robert B.: 150.5 – 14%

Labor Hours by Building

12th Ave Recreation Center: 22.5

201A (Complex): 0

201B (NPD – Complex): 37

201C (Complex): 2

718 N. Porter: 0

Andrews Park: 3

Animal Welfare: 9

Central Library: 46

City Hall (Complex): 18

Compactors: 0

Compost Facility: 0

Container Maintenance: 0

Development Center: 36.5

East Library: 18

Environmental Services: 0

Facility Maintenance: 0

Fire Administration: 0

Fire Station #1: 0

Fire Station #2: 5.5

Fire Station #3: 8

Fire Station #4: 3

Fire Station #5: 3

Fire Station #6: 4

Fire Station #7: 22.5

Fire Station #8: 2

Fire Station #9: 7

Firehouse Art: 7

Fleet: 3

Griffin Park: 1

Household Hazardous Waste: 0

*Indirect: 408.5

Irving Recreation: 16

Legacy Park: 17

Lift Stations: 0

Line Maintenance: 0

Lions Memorial Park: 0

Lions Park: 10

Little Axe Rec Center: 12

Moore-Lindsay Historic House Museum: 0

N. E. Lions Park: 1

Neighborhood Parks: 7

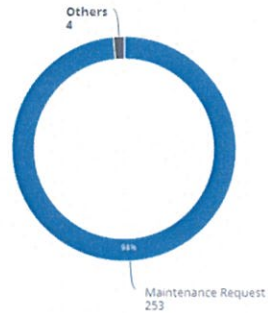
Norman Investigation Center: 20

Parks Maintenance: 2.5
Radio Towers: 8
Reaves Garden Center: 40
Reaves Park: 48
Rotary Park: 10.5
Ruby Grant Park: 9
Sanitation: 2
Santa Fe Depot: 1
Senior Center: 20.5
Shooting Range (NPD): 7
Sooner Theater: 2
Special Operations (NPD): 2
Stormwater: 0
Streets: 21
Traffic Control: 10
Transfer Station: 1
Transit/EVT: 4.5
Warming Shelter: 6
Water Reclamation Facility: 55
Water Towers: 0
Water Treatment Plant: 10
Westwood Golf: 8.5
Westwood Pool: 12
Westwood Tennis: 17.5
Whittier Recreation Center: 14.5
YFAC: 1

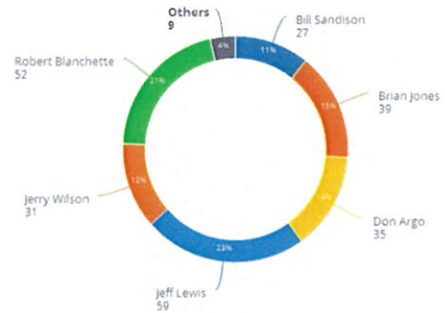
Total Labor Hours
1,066
Total Labor Cost \$31,644.33

Average Response Time (Days)
0.41
Average Resolution Time (Days) 2.97

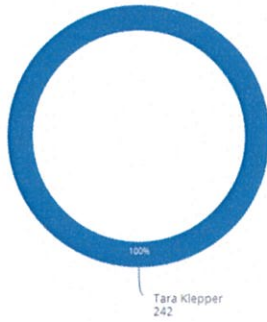
Requests by Module



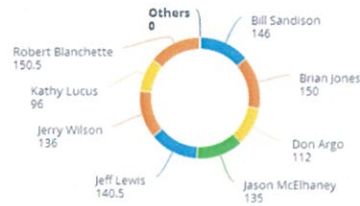
Assigned Requests by User



Resolutions by User



Labor Hours by User



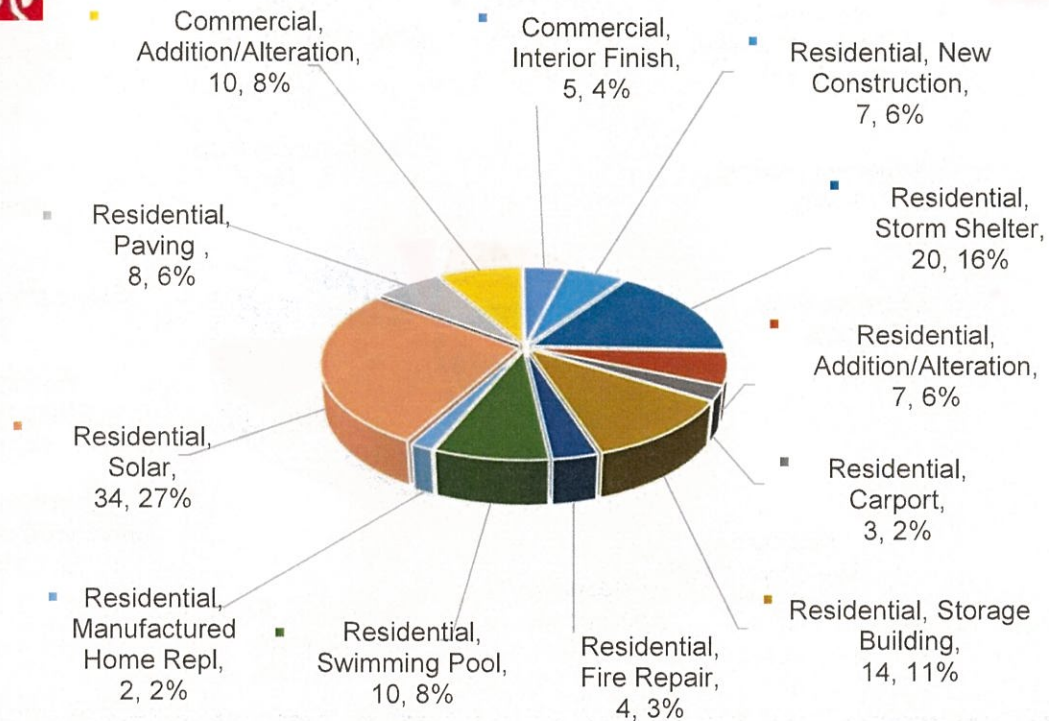
Labor Hours by Building



PLANNING AND COMMUNITY DEVELOPMENT 10



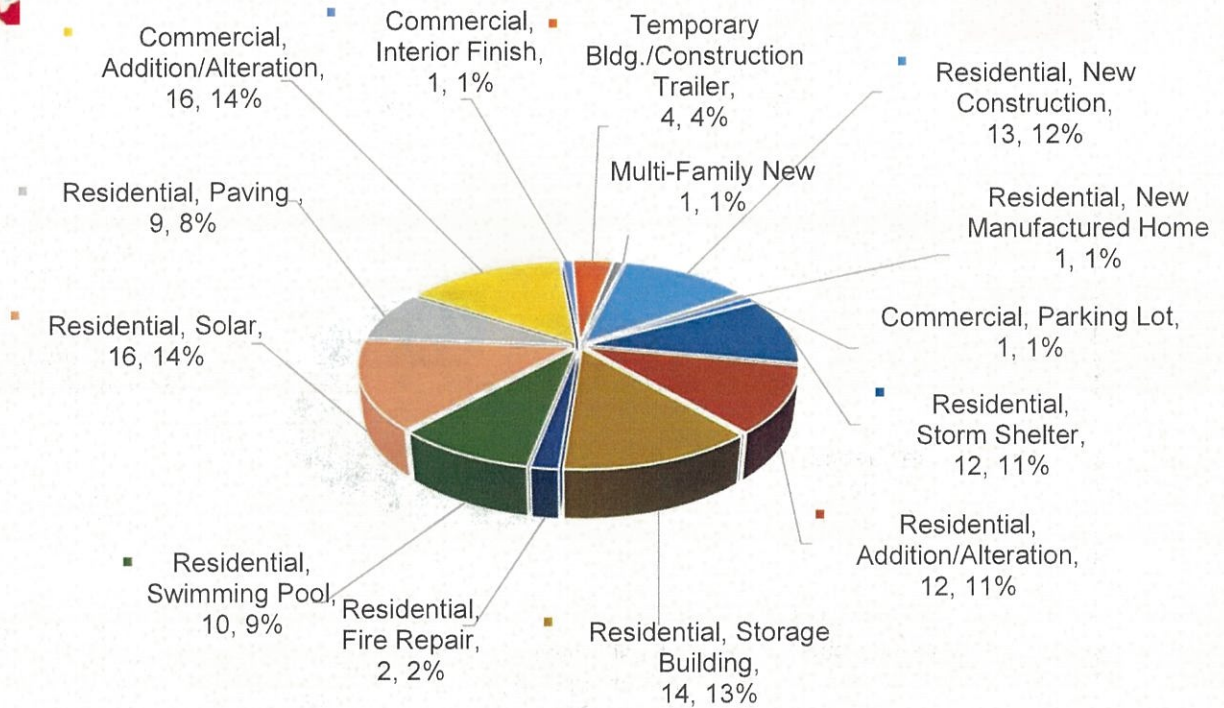
CITY OF NORMAN DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY JULY 2023 REPORT



Permit Type		Valuation
Residential, New Construction	7	\$ 2,597,440
Residential Duplex, New Construction	0	\$ -
Residential, New Manufactured Home	0	\$ -
Commercial, New Construction	0	\$ -
Commercial, Parking Lot	0	\$ -
Commercial, Shell Building	0	\$ -
Residential, Storm Shelter	20	\$ 93,565
Residential, Addition/Alteration	7	\$ 220,334
Residential, Carport	3	\$ 13,651
Residential, Storage Building	14	\$ 427,619
Residential, Fire Repair	4	\$ 632,058
Residential, Swimming Pool	10	\$ 861,528
Residential, Manufactured Home Repl	2	\$ 144,000
Residential, Solar	34	\$ 1,053,599
Residential, Paving	8	\$ 46,600
Commercial, Addition/Alteration	10	\$ 2,169,223
Commercial, Interior Finish	5	\$ 1,032,000
Commercial, Fire Repair	0	\$ -
Commercial, Foundation	0	\$ -
Temporary Bldg./Construction Trailer	0	\$ -
Multi-Family, New	0	\$ -
Multi-Family, Addition/Alteration	0	\$ -
Multi-Family, Foundation	0	\$ -
Multi-Family, Fire Repair	0	\$ -
Group Quarters	0	\$ -
	124	\$ 9,291,617



CITY OF NORMAN **DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY** **JULY 2022 REPORT**



Permit Type			Valuation
Residential, New Construction	13		\$ 9,540,660
Residential Duplex, New Construction	0		\$ -
Residential, New Manufactured Home	1		\$ 40,000
Commercial, New Construction	0		\$ -
Commercial, Parking Lot	1		\$ 13,000
Commercial, Shell Building	0		\$ -
Residential, Storm Shelter	12		\$ 113,335
Residential, Addition/Alteration	12		\$ 1,124,881
Residential, Carport	0		\$ -
Residential, Storage Building	14		\$ 578,331
Residential, Fire Repair	2		\$ 235,537
Residential, Swimming Pool	10		\$ 903,129
Residential, Manufactured Home Repl	0		\$ -
Residential, Solar	16		\$ 484,079
Residential, Paving	9		\$ 87,282
Commercial, Addition/Alteration	16		\$ 571,500
Commercial, Interior Finish	1		\$ 50,000
Commercial, Fire Repair	0		\$ -
Commercial, Foundation	0		\$ -
Temporary Bldg./Construction Trailer	4		\$ 13,500
Multi-Family, New	1		\$ 800,000
Multi-Family, Addition/Alteration	0		\$ -
Multi-Family, Foundation	0		\$ -
Multi-Family, Fire Repair	0		\$ -
Group Quarters	0		\$ -
	112		\$ 14,555,234



CITY OF NORMAN
Building Permit Activity-JULY 2023

	DESCRIPTION	2023 YEAR TO-DATE	VALUATION	2022 TOTALS	2022 TOTAL VALUATION
RESIDENTIAL	Residential, New Construction.....	207	76,244,693	559	\$ 171,447,259
	Residential Duplex, New Construction.....	4	754,880	2	\$ 400,000
	Residential, New Manufactured Home.....	4	820,625	2	\$ 65,000
	Residential, Storm Shelter.....	270	1,091,298	307	\$ 1,174,221
	Residential, Addition/Alteration.....	68	4,468,140	185	\$ 11,219,201
	Residential, Carport.....	22	132,090	4	\$ 73,710
	Residential, Storage Building.....	78	2,923,708	141	\$ 4,708,996
	Residential, Fire Repair.....	22	1,913,613	31	\$ 1,558,116
	Residential, Swimming Pool.....	62	5,492,172	145	\$ 9,332,054
	Residential, Manufactured Home Replacement	3	183,990	7	\$ 582,151
	Residential, Solar.....	154	4,946,226	16	\$ 461,303
	Residential, Paving.....	53	610,997	111	\$ 1,737,557
	Multi-Family, New Construction 3+ Family.....	2	4,950,000	1	\$ 750,000
	Multi-Family, Addition/Alteration.....	32	440,016	2	\$ 16,000
	Multi-Family, Foundation.....	1	50,000	3	\$ 170,000
	Multi-Family, Fire Repair.....	0	0	13	\$ 284,798
	Group Quarters.....	0	0	0	\$ -
	TOTAL	982	\$ 105,022,448	1538	\$ 226,210,366
NON-RESIDENTIAL	Commercial, New Construction.....	18	27,338,000	51	\$ 263,453,985
	Commercial, Parking Lot.....	3	216,700	7	\$ 682,640
	Commercial, New Shell Building.....	1	750,000	11	\$ 9,242,000
	Commercial, Addition/Alteration.....	77	49,069,081	143	\$ 45,783,076
	Commercial, Interior Finish.....	13	2,771,750	40	\$ 3,374,700
	Commercial, Fire Repair.....	4	2,375,000	8	\$ 888,000
	Commercial, New Foundation.....	2	1,805,000	7	\$ 10,740,000
	Commercial, Temporary Bldg./Const Trailer....	20	240,980	29	\$ 351,391
	TOTAL	138	\$ 84,566,511		\$ 334,515,792
OTHER ACTIVITY	Electrical Permits.....	1,091		1663	
	Heat/Air/Refrigeration Permits.....	1,176		1405	
	Plumbing and Gas Permits.....	1,224		1891	
	Sign Permits.....	249		475	
	Water Well Permits.....	22		44	
	Garage Sale Permits.....	460		782	
	Structure Moving Permits.....	17		16	
	Demo-Residential Permits.....	22		31	
	Demo-Non-Residential Permits.....	4		10	
	Temp. Const. Bldgs. & Roll-off Permits.....	106		173	
	Lot Line Adjustments Filed.....	6		25	
	Certificate of Occupancy (CO).....	755		1070	
	All Field Inspections.....	18,193		27583	
	Net Residential Demos & Removals.....	-24			
TOTAL VALUATION			\$ 189,588,959		\$ 560,726,158
Development Services Division 225 N. Webster Ave. Norman, OK 73069 (405) 366-5339					

City of Norman

BUILDING PERMITS AND INSPECTIONS

Issued July 2023- Sorted by Permit Type

Permit Type	Contractor	Tenant Name	Permit #	Issued	Street #	Dir	Street Name	Street Type	Post Dir	Lot	Block	Subdivision	Zoning	Valuation	Project Area
COMMERCIAL, ADD/ALT	COMANCHE CONSTRUCTION, LLC.	TIMBER CREEK FELLOWSHIP	1020	7/11/2023	4600		36TH	AVE		1	1	NORTHAVEN CHURCH ADDITION	R1	\$ 150,000	4414
COMMERCIAL, ADD/ALT	SAGEMILL CONSTRUCTION, LLC.	CLEVELAND COUNTY CHILD WELFARE	1794	7/13/2023	3260		MARSHALL	AVE		3A	1	SUNDANCE PARK	CO	\$ 100,000	5303
COMMERCIAL, ADD/ALT	TCS CONSTRUCTION	HILAND DAIRY	2165	7/19/2023	302	S	PORTER	AVE		1	25	NORMAN, ORIGINAL TOWNSHIP	I1	\$ 350,000	485
COMMERCIAL, ADD/ALT	SUN CONSTRUCTION SERVICES	NORMAN REGIONAL HOSPITAL	2330	7/19/2023	3300		HEALTHPLEX	PKY		29A	2	NRH MEDICAL PARK WEST #2	PUD	\$ 100,000	290
COMMERCIAL, ADD/ALT	LEASEE (TENANT)	KRAVE TERRYAKI	2407	7/14/2023	1808	W	LINSEY	ST		7	A	HILLTOP ADD	C2	\$ 50,000	500
COMMERCIAL, ADD/ALT	HOOVER CONSTRUCTION	BURLINGTON STORES, INC.	2631	7/28/2023	520		ED NOBLE	PKWY		1	1	PARKWAY PLAZA ADD	C2	\$ 900,000	24606
COMMERCIAL, ADD/ALT	PRECISION BUILDERS, LLC.	36TH NORTH OFFICES	2652	7/6/2023	2801		36TH	AVE	NW	1	1	36TH NORTH BUSINESS PARK	PUD	\$ 33,750	1350
COMMERCIAL, ADD/ALT	PRECISION BUILDERS, LLC.	36TH NORTH OFFICES	2653	7/6/2023	2801		36TH	AVE	NW	1	1	36TH NORTH BUSINESS PARK	PUD	\$ 46,425	1857
COMMERCIAL, ADD/ALT	CAVINS CONSTRUCTION, LLC.	SAVVY	2666	7/6/2023	761		ASP	AVE		53	2	LARSH'S UNIVERSITY ADD	C3	\$ 35,032	100
COMMERCIAL, ADD/ALT	SOONER TRADITIONS, LLC.	DHS	2997	7/12/2023	303	E	COMANCHE	ST		26	23	NORMAN, ORIGINAL TOWNSHIP	C3	\$ 404,016	5144
COMMERCIAL, INTERIOR FINISH	BLUE JAY CONSTRUCTION, LLC.	GUGDEL AESTHETICS MEDICAL OFFICE	2132	7/12/2023	3501		24TH	AVE	NW	2	1	UNIVERSITY NORTH PARK PROF. CTR	PUD	\$ 175,000	1843
COMMERCIAL, INTERIOR FINISH	MILLER-TIPPENS CONSTRUCTION	EDGE BALLY, LLP	2358	7/6/2023	3501		24TH	AVE	NW	2	1	UNIVERSITY NORTH PARK PROF. CTR	PUD	\$ 185,000	1619
COMMERCIAL, INTERIOR FINISH	COMSERV CONSTRUCTION, LLC.	INTERGRIS HEALTH URGENT CARE	2473	7/17/2023	3075		CLASSEN	BLVD		1C	1	SOUTH LAKE ADD #1	C3	\$ 580,000	2399
COMMERCIAL, INTERIOR FINISH	PRECISION BUILDERS, LLC.	36TH NORTH OFFICES	2660	7/6/2023	2801		36TH	AVE	NW	1	1	36TH NORTH BUSINESS PARK	PUD	\$ 42,000	1200
COMMERCIAL, INTERIOR FINISH	PRECISION BUILDERS, LLC.	36TH NORTH OFFICES	2651	7/6/2023	2801		36TH	AVE	NW	1	1	36TH NORTH BUSINESS PARK	PUD	\$ 50,000	1405
TOTAL PERMITS															
				AVERAGE VALUATION		\$ 213,415		\$ 213,415		AVERAGE PROJECT AREA		3.501			
				TOTAL VALUATION		\$ 3,201,223		\$ 3,201,223		TOTAL PROJECT AREA		52,515			
New Construction Business Information (New Construction and New Shell Building)															
Business															
Use/Classification															
Building Size (SF)															

1 & 2 FAMILY, SOLAR	3136	7/17/2023	600	SUNMIT PARK	CT	1	6	SUNMIT LAKES ADD #6	RL	\$ 41,588	9
1 & 2 FAMILY, SOLAR	3237	7/17/2023	1505	PEACH TREE	LN	24	3	EAST RIDGE ADD	RL	\$ 36,204	5
1 & 2 FAMILY, SOLAR	3238	7/17/2023	400	SUNMIT BEND	DR	16	2	SUNMIT LAKES ADD #6	RL	\$ 37,158	7
1 & 2 FAMILY, SOLAR	3239	7/17/2023	312	WATERFRONT	ST	33	12	ROYAL LAKES ADD #3	RL	\$ 12,315	2
1 & 2 FAMILY, SOLAR	3252	7/14/2023	219	DUFFY	DR	4	2	CLASSEN-MILLER ADDITION	RL	\$ 39,940	7
1 & 2 FAMILY, SOLAR	3257	7/17/2023	1119	SIENA SPRINGS	DR	3	1	SIENA SPRINGS ADD #1	RL	\$ 36,204	5
1 & 2 FAMILY, SOLAR	3258	7/17/2023	3101	STONE CREEK	DR	3	1	STONE LAKE	RL	\$ 32,262	13
1 & 2 FAMILY, SOLAR	3288	7/17/2023	624	RIDGE LAKE	BLVD	6	2	SUNMIT LAKES ADD #7	RL	\$ 23,200	8
1 & 2 FAMILY, SOLAR	3332	7/20/2023	4016	WOOD CASTLE	ST	18	3	CASTLEROCK ADD #1	RL	\$ 16,831	6
1 & 2 FAMILY, SOLAR	3353	7/21/2023	208	VALDERNESS	DR	10	5	SUTTON PLACE ADD #2	RL	\$ 17,689	5
1 & 2 FAMILY, SOLAR	3362	7/21/2023	2816	BROMPTON	DR	12	1	BERKELEY ADD	RL	\$ 50,478	22
1 & 2 FAMILY, SOLAR	3371	7/25/2023	501	GREENS	PKY	10	2	HIGHLAND VILLAGE ADD SEC 10	RL	\$ 58,724	16
1 & 2 FAMILY, SOLAR	3402	7/26/2023	1313	BROOKSIDE	DR	6	2	SUNMIT WOOD	RL	\$ 55,786	10
1 & 2 FAMILY, SOLAR	3409	7/26/2023	113	CREEKDALE	DR	1	5	SUNMIT ADD	RL	\$ 50,000	9
1 & 2 FAMILY, SOLAR	3410	7/26/2023	1621	RED PRIOR	RD	1	5	CEADAR LANE SEC #2	RL	\$ 30,682	8
1 & 2 FAMILY, SOLAR	3413	7/26/2023	1815	LAKEHURST	DR	10	19	OKAHURST ADD #06	RL	\$ 50,000	1500
1 & 2 FAMILY, STORAGE BLDG	1699	7/19/2023	512	LEGACY	CT	30	4	VINTAGE CREEK ADDITION	PUD	\$ 30,000	3000
1 & 2 FAMILY, STORAGE BLDG	2276	7/27/2023	15300	FRANKLIN	RD	5	1E	PEEBLY ESTATES COS 2021-1	A2	\$ 120,000	1365
1 & 2 FAMILY, STORAGE BLDG	2314	7/13/2023	3905	STERLING	ST	15	2	MARLATT ADD	RL	\$ 6,000	196
1 & 2 FAMILY, STORAGE BLDG	3039	7/13/2023	3309	WALWINGET	WAY	3	9	VINEYARD PHASE III	RL	\$ 40,000	1200
1 & 2 FAMILY, STORAGE BLDG	3056	7/19/2023	12750	TECUMSEH	RD	13	1W	LAKESIDE ESTATES (SURVEY)	A2	\$ 17,600	1500
1 & 2 FAMILY, STORAGE BLDG	3090	7/13/2023	4444	TECUMSEH	RD	14	2W	NOT SUBDIVIDED	A2	\$ 40,000	1500
1 & 2 FAMILY, STORAGE BLDG	3135	7/16/2023	15171	FRANKLIN	RD	5	1E	NOT SUBDIVIDED	A2	\$ 18,849	1200
1 & 2 FAMILY, STORAGE BLDG	3203	7/14/2023	8809	RIDGEVIEW	DR	11	1	TIMBERLAKE ESTATES	RE	\$ 20,000	1440
1 & 2 FAMILY, STORAGE BLDG	3246	7/19/2023	5900	72ND	AVE	19	1W	CEADAR WOOD UNRECORDED	A2	\$ 7,500	1280
1 & 2 FAMILY, STORAGE BLDG	3315	7/20/2023	10701	BETHEL	RD	27	1W	NOT SUBDIVIDED	RE	\$ 16,251	2100
1 & 2 FAMILY, STORAGE BLDG	3355	7/21/2023	1500	MOHAWK	RD	1	16	INDIAN HILLS ESTATES #2	RE	\$ 26,500	720
1 & 2 FAMILY, STORAGE BLDG	3369	7/27/2023	625	FINLAY	AVE	29	2W	NOT SUBDIVIDED	RL	\$ 10,519	240
1 & 2 FAMILY, STORAGE BLDG	3376	7/13/2023	715	NANCY LYNN	TER	4	1	UNIVERSAL HEIGHTS 2ND ADD	RL	\$ 25,000	1800
1 & 2 FAMILY, STORAGE BLDG	3407	7/13/2023	10701	BETHEL	RD	17	2	NOT SUBDIVIDED	A2	\$ 90,000	1300
1 & 2 FAMILY, SWIMMING POOL	2435	7/10/2023	3007	MARIGOLD	TRL	17	2	TRAILS ADD #3	RL	\$ 70,000	825
1 & 2 FAMILY, SWIMMING POOL	3136	7/13/2023	617	TIMBERBROOK	DR	1	13	VINTAGE CREEK ADDITION	RE	\$ 116,000	1163
1 & 2 FAMILY, SWIMMING POOL	3160	7/10/2023	7403	SPRING VIEW	DR	7	1	VISTA SPRINGS ESTATES ADD 2	RL	\$ 120,630	1412
1 & 2 FAMILY, SWIMMING POOL	3216	7/18/2023	2005	TROPHY	DR	25	1	THE TROPHY CLUB	RL	\$ 4,000	240
1 & 2 FAMILY, SWIMMING POOL	3224	7/18/2023	1408	SPRUCE	DR	13	9	COLLEGE MANOR	PUD	\$ 119,418	767
1 & 2 FAMILY, SWIMMING POOL	3314	7/20/2023	708	FOX HOLLOW	DR	8	2	VINTAGE CREEK ADDITION	PUD	\$ 94,000	1400
1 & 2 FAMILY, SWIMMING POOL	3322	7/26/2023	1019	VILLAVARDE	CIR	13A	1	MONTORO RIDGE SEC. #2	PUD	\$ 65,000	645
1 & 2 FAMILY, SWIMMING POOL	3323	7/26/2023	632	SEDONA	DR	20	2	RED CANYON RANCH SEC. 5	PUD	\$ 125,980	1800
1 & 2 FAMILY, SWIMMING POOL	3325	7/19/2023	3130	FIRELY	DR	16	2	NOT SUBDIVIDED	PUD	\$ 85,000	960
1 & 2 FAMILY, SWIMMING POOL	3380	7/24/2023	11711	LINDSEY	ST	35	1W	LITTLE AXE ACRES	A2	\$ 79,000	1332
1 FAMILY, MANUF HOME REPLACE	3077	7/12/2023	13906	LOLA	RD	3	3	SILVER RIDGE ESTATES	A2	\$ 7,000	2201
1 FAMILY, MANUF HOME REPLACE	3292	7/20/2023	5551	120TH	AVE	24	1W	NORMAN ORIGINAL TOWNSHIP	RL	\$ 510,000	3341
1 FAMILY, NEW CONSTRUCTION	1686	7/25/2023	622	GRAY	ST	21	51	SPRINGS AT FLINT HILLS SEC. #1	PUD	\$ 478,000	3374
1 FAMILY, NEW CONSTRUCTION	3092	7/15/2023	3702	HARDY	DR	8	4	GLENRIDGE SEC. #3	RL	\$ 420,000	2790
1 FAMILY, NEW CONSTRUCTION	3120	7/16/2023	4303	DUSTY	TRL	10	3	CEADAR LANE SEC #3	RL	\$ 373,000	3200
1 FAMILY, NEW CONSTRUCTION	3309	7/25/2023	1730	ZAYDEN	LN	8	17	MONTORO RIDGE SEC. #2	PUD	\$ 600,000	4284
1 FAMILY, NEW CONSTRUCTION	3310	7/25/2023	1734	ZAYDEN	LN	9	17	GREENLEAF TRAILS ADD 12	PUD	\$ 209,440	2333
1 FAMILY, NEW CONSTRUCTION	3346	7/25/2023	1012	VILLAVARDE	CIR	15	1	NORMAN 1ST CHURCH OF NAZARENE	RL	\$ -	40
TEMPORARY ROLL-OFF, OTHER	2951	7/7/2023	1801	PORTER	AVE	1	1	NOT SUBDIVIDED	PUD	\$ -	0
TEMPORARY ROLL-OFF, OTHER	3165	7/16/2023	1300	STEAMBOAT	WAY	9	2W	BOVD VIEW #2	PUD	\$ -	0
TEMPORARY ROLL-OFF, OTHER	3213	7/11/2023	3301	12TH	AVE	2	2	NOT SUBDIVIDED	RL	\$ -	0
TEMPORARY ROLL-OFF, OTHER	3332	7/11/2023	900	LINDSEY	ST	29	2W	NOT SUBDIVIDED	RL	\$ -	0
TEMPORARY ROLL-OFF, RESIDENTIAL	3164	7/16/2023	625	FINLAY	AVE	29	2W	SUNSET ADDITION	RL	\$ -	0
TEMPORARY ROLL-OFF, RESIDENTIAL	3179	7/16/2023	1215	DAKOTA	ST	8	1	NOT SUBDIVIDED	A2	\$ -	0
TEMPORARY ROLL-OFF, RESIDENTIAL	3278	7/13/2023	205	36TH	AVE	26	2W	HIGH MEADOWS ADD	RL	\$ -	0
TEMPORARY ROLL-OFF, RESIDENTIAL	3293	7/14/2023	1612	BARKLEY	CIR	13	2	HAIRY ADD	RL	\$ -	0
TEMPORARY ROLL-OFF, RESIDENTIAL	3463	7/27/2023	949								

Permit Type	Permit Counts	Unit Count	Valuation	Permit Type	Permit Counts
Residential, New Construction	7		\$ 2,597,440	ROLL OFF PERMITS	Count=16
Residential Duplex, New Construction	0		\$ -		
Residential, New Manufactured Home	0		\$ -		
Residential, Storm Shelter	20		\$ 93,565		
Residential, Addition/Alteration	7		\$ 220,334		
Residential, Carport	3		\$ 13,651	DEMO-RESIDENTIAL	
Residential, Storage Building	14		\$ 427,619	1900 Old Central Dr.	
Residential, Fire Repair	4		\$ 632,058	218 S. Lahoma Ave.	
Residential, Swimming Pool	10		\$ 861,528	2005 Cloverdale Ln.	
Residential, Manufactured Home Repl	2		\$ 144,000		
Residential, Solar	34		\$ 1,053,599	TOTAL DEMO	
Residential, Paving	8		\$ 46,600	NET UNITS	
Multi-Family, New (3+ Family)	0		\$ -	-3	
Multi-Family, Addition/Alteration (3+ Family)	0		\$ -		
Multi-Family, Foundation (3+ Family)	0		\$ -		
Multi-Family, Fire Repair (3+ Family)	0		\$ -		
Group Quarters	0		\$ -		
Roll Off, Residential	5		\$ -		
Roll Off, Other	4		\$ -		
Seasonal Storage Container	0		\$ -		
Storage Container	0		\$ -		
TOTAL	118		\$ 6,090,394		

POLICE 11



NORMAN POLICE DEPARTMENT

MONTHLY DEPARTMENT OVERVIEW

Item 4.



JULY | 2023

MONTHLY ACTIVITY OVERVIEW

SUMMARY OF REPORTED OFFENSES	2023	5-YEAR AVERAGE	2022
MURDER	2	0	0
SEXUAL ASSAULTS	11	16	18
ROBBERY	2	4	4
AGGRAVATED ASSAULTS	23	21	25
BURGLARY OF BUILDING	28	48	34
LARCENY/THEFT	164	247	258
MOTOR VEHICLE THEFT	27	33	39
ARSON	0	1	2
KIDNAPPING	0	2	1
FRAUD/FORGERY	51	83	75
DUI/APC	36	35	31
PUBLIC INTOXICATION	50	44	37
RUNAWAYS	30	16	19
DRUG VIOLATIONS	58	59	32
THREATS/HARASSMENT	29	38	38
VANDALISM	71	88	96
OTHER	813	846	783
TOTAL REPORTED OFFENSES	1,129	1,277	1,230
TOTAL ARRESTS:	550	501	437
PROTECTIVE CUSTODY:	90	95	69
TOTAL CASE REPORTS*	906	1,043	1,007
COLLISIONS	208	208	206
FATALITY	2	1	4
INJURY	57	39	37
NON- INJURY	149	168	165
NUMBER OF PEOPLE INJURED	69	74	67
CITATIONS & WARNINGS	2,125	2,881	1,307
TRAFFIC CITATIONS	659	914	250
TRAFFIC WARNINGS	1,085	1,407	717
PARKING CITATIONS & WARNINGS	381	560	340

COMMUNICATIONS CENTER ACTIVITY OVERVIEW

911 CALLS TAKEN: 7,737

NON-EMERGENCY CALLS TAKEN: 16,111

TOTAL INCOMING CALLS: 26,022

TOTAL CALLS FOR SERVICE GENERATED: 11,191

POLICE CALLS FOR SERVICE: 7,257

OFFICER INITIATED: 2,174

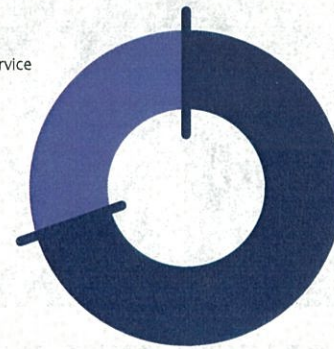
CITIZEN INITIATED: 5,083

OTHER CAD ACTIVITY:

NORMAN FIRE: 1,710

EMSSTAT: 2,183

Officer Initiated Calls for Service
2,174



Citizen Initiated Calls for Service
5,083

INVESTIGATIONS ACTIVITY

CASES CURRENTLY OPEN (2020 TO PRESENT): 384

CASES ASSIGNED DURING THE CURRENT REPORTING PERIOD: 173

CASES CLOSED DURING REPORTING PERIOD: 441

CLEARED BY ARREST / WARRANT: 8

CLEARED BY EXCEPTION: 15

COP FOLLOW-UP: 7

DEACTIVATED: 377

REFERRED TO PATROL: 10

DEACTIVATED DUE TO STAFFING: 22

UNFOUNDED: 2

ANIMAL WELFARE

INTAKES: 239

LIVE RELEASES: 267

LIVE OUTCOME RATE: 89%

ANIMALS FOSTERED: 138

ANIMALS LICENSED: 48

VOLUNTEER HOURS: 205

RECORDS

CUSTOMER SERVICE CONTACTS: 1,896

IN-PERSON CONTACTS: 837

PHONE CONTACTS: 724

EMAIL CONTACTS: 335

DEPARTMENT STAFFING

AUTHORIZED COMMISSIONED: 180

ACTUAL EMPLOYED: 170

AVAILABLE FOR ASSIGNMENT: 142**

AUTHORIZED NON-COMMISSIONED: 76

ACTUAL NON-COMMISSIONED: 70

AVAILABLE FOR ASSIGNMENT: 70**

*This number is less than reported crime due to multiple offenses occurring or being reported as part of one case report.

**This number reflects personnel available for assignment. This does not include individuals on non-discretionary leave, in the police academy, or in field training.

ANIMAL CONTROL 11A

Norman Animal Welfare Monthly Statistical Report July 2023



IN SHELTER ANIMAL COUNTS

	2022			2023			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Beginning	102	125	227	102	171	273	46	20%
Ending	80	88	168	92	118	210	42	25%

ANIMAL INTAKES

	2022			2023			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Stray at Large	79	91	170	111	86	197	27	16%
Owner Relinquish	15	25	40	5	17	22	(18)	-45%
Owner Intended Euth	1	0	1	0	0	0	(1)	-100%
Transfer In	0	7	7	0	0	0	(7)	-100%
Other Intakes*	16	5	21	9	7	16	(5)	-24%
Returned Animal	7	1	8	2	2	4	(4)	-50%
TOTAL LIVE INTAKES	118	129	247	127	112	239	(8)	-3%

*Confiscate, Protective Custody, Born in Shelter, and all other infrequent entries

OTHER STATISTICS

	2022		2023		Comparisons	
	Total		Total		Difference	Percent
Wildlife Collected (DOA)	0	0	0	0	0	#DIV/0!
Dog Collected (DOA)	0	0	2	2	2	#DIV/0!
Cat Collected (DOA)	2	2	0	0	(2)	-100%
Wildlife Transferred	0	0	0	0	0	#DIV/0!
Intake Horses	0	0	0	0	0	#DIV/0!
Intake Cows	0	0	0	0	0	#DIV/0!
Intake Goats	0	0	0	0	0	#DIV/0!
Intake Sheep	0	0	0	0	0	#DIV/0!
Intake Rabbits	1	1	1	1	0	0%
Intake Pigs	0	0	0	0	0	#DIV/0!
Intake Other	14	14	3	3	(11)	-79%
TOTAL OTHER ITEMS	17	17	6	6	(11)	-65%

LENGTH OF STAY (DAYS)

	2022	2023
Dog	26.5	24.7
Puppy	11.4	14.9
Cat	19.7	24.6
Kitten	10.6	16.8

OWNER SURRENDER PENDING INTAKE

	Canine	Feline	Other	Total
Animals	205	114	0	319

Norman Animal Welfare Monthly Statistical Report July 2023



LIVE ANIMAL OUTCOMES

	2022			2023			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Adoption	81	134	215	38	91	129	(86)	-40%
Return To Owner	20	3	23	34	1	35	12	52%
Transferred Out	26	16	42	46	51	97	55	131%
Returned to Field	0	0	0	0	6	6	6	60%
Other Outcome	0	0	0	0	0	0	0	0%
TOTAL LIVE OUTCOMES	127	153	280	118	149	267	(13)	-5%

OTHER ANIMAL OUTCOMES

	2022			2023			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Died in Care	1	4	5	3	6	9	4	80%
Lost in Care	0	0	0	0	0	0	0	0%
Shelter Euth	10	9	19	14	10	24	5	26%
Owner Intended Euth	1	0	1	0	0	0	(1)	-100%
TOTAL OTHER OUTCOMES	12	13	25	17	16	33	8	32%

TOTAL OUTCOMES

	2022			2023			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Total Live Outcomes	127	153	280	118	149	267	(13)	-5%
Total Other Outcomes	12	13	25	17	16	33	8	32%
TOTAL OUTCOMES	139	166	305	135	165	300	(5)	-2%

SHELTER EUTHANASIA DATA

	Canine	Feline	Other	Total	Percentage
Medical - Sick	6	7	0	13	54%
Medical - Injured	2	3	0	5	21%
Behavior - Aggressive	1	0	0	1	4%
Behavior - Other	5	0	0	5	21%
TOTAL EUTHANASIA	14	10	0	24	

MONTHLY LIVE RELEASE RATE

2022	2023
92.1%	89.0%

Live Outcomes / (Total Outcomes - Owner Int Euth)

PUBLIC WORKS 12

DEPARTMENT OF PUBLIC WORKS
MONTHLY PROGRESS REPORT
CITY OF NORMAN, OKLAHOMA
July 2023

ENGINEERING DIVISION

DEVELOPMENT

The Development Manager processed four (4) Rural Certificates of Survey, one (1) Short form Plat and three (3) Preliminary Plats for Planning Commission; two (2) Final Plats for the Development Committee; one (1) Rural Certificate of Survey, one (1) preliminary plat, two (2) encroachments and one (1) certificate of plat correction to City Council. The Development Engineer reviewed 17 sets of construction plans and 3 punch lists. There were 91 permits reviewed and/or issued. Fees were collected in the amount of \$19,285.16.

CAPITAL PROJECTS:

Alameda Street Widening Project:

The City of Norman conducted a bid opening on December 16, 2021, for the Alameda Street Widening Project, located from Ridge Lake Boulevard to east of 48th Avenue East. The low bidder was Silver Star Construction, Inc. of Moore, Oklahoma in the amount of \$3,616,910.70. City Council approved the award of this project on January 25, 2022. This project had a delayed start date to allow the private utility companies enough time to relocate their utilities in conflict with this project. Silver Star started work on Monday, April 18, 2022. This project will be constructed in two separate phases. The Urban Project Phase is from Ridge Lake Boulevard to east of 36th Avenue East. The Rural Project Phase is from east of 36th Avenue East to east of 48th Avenue East. The City of Norman is administering the construction of this project.

The current project schedule is as follows:

- Phase 1 from Ridge Lake Boulevard to east of 36th Avenue SE is complete and open to traffic.
- As of July 21, 2023, Phase 2 from 36th Avenue SE through the intersection of 48th Avenue SE is substantially complete and open to traffic

As of the last pay application on 7/31/2023, 95% of the total contract amount has been expended. Through 7/31/2023, 89% of the contract time has been expended.

Proposed improvements for the Alameda Street Project include:

- Widening East Alameda Street from 2 lanes to 3 lanes between Ridge Lake Boulevard and 36th Avenue S.E.
- Add 10-foot shoulders to East Alameda Street between 36th Avenue S.E. and 48th Avenue S.E.
- Intersection improvements at East Alameda Street/36th Avenue S.E. and East Alameda Street/48th Avenue S.E.
- Continuous sidewalks on the south side of East Alameda Street to 36th Avenue S.E.
- Storm water improvements

The contractor's activities this month were as follows:

- Installed the asphalt surface layer on the eastern half mile of Alameda Street between 36th and 48th Avenue East up to the west side of 48th Avenue East intersection
- Graded, stabilized the base, and installed the entire asphalt pavement section for the 48th Avenue East/Alameda Street intersection
- Finished the asphalt overly for the approximately 1,100 feet east of the 48th Avenue East/Alameda Street Intersection
- Started working on punch list items

North Base Complex Phase 2 – Vehicle Wash Facility:

The City of Norman conducted a bid opening on October 27, 2022, for the North Base Complex Phase 2 – Vehicle Wash Facility Project. The low bidder for the base bid plus selected alternates was L5 Construction, LLC of Oklahoma City, Oklahoma with a construction cost of \$2,185,500.00. The Norman City Council awarded the project at the November 8, 2022 City Council Meeting. Construction began on January 3, 2022. This project has a 180-calendar day construction schedule. Staff estimates a July 2023 completion.

The project involves the following items:

- Construction of a new drive-through automatic vehicle wash, vacuums, and a paved pre-wash area designed to serve all City Vehicles from police vehicles to Transit Busses and Tractor Trailer trucks.

As of the current pay application on 7/20/2023, 77% of the total contract amount has been expended. The total construction period per the contract is currently 202 calendar days. As of July 26, 2023, the contract time has expired; however, there have been a large number of weather delays in June and July that have yet to be formally claimed by the contractor. In addition, a supply chain delay outside of the contractor's control has occurred that will likely be compensated for with a future change order. It is anticipated that these additional delay days will be claimed on the final change order at project completion, and the approved construction period will be extended. Currently substantial completion is expected to be approximately September 15, 2023, with a final completion in October 2023.

The contractor's activities this month were as follows:

- Completed site grading
- Completed installation of paving base
- Completed Overhead Door installation
- Began Installation of wash equipment
- Began mechanical, electrical, and plumbing installation
- Continued installation of site pavement

James Garner Phase 2 – Acres Street to Flood Avenue:

The Oklahoma Department of Transportation conducted a bid opening on October 20, 2022, for the James Garner Avenue Norman Forward Project. The low bidder was Redlands Contracting, LLC of Warr Acres, Oklahoma, with a construction cost of \$7,820,000. Approximately \$4.8 million of this will be paid from federal grant funds. The remainder is paid for with Norman Forward funding.

ODOT awarded the project on November 7, 2022. This project has a 460-calendar day construction schedule, which will likely result in summer 2024 completion. The Oklahoma Department of Transportation is administering the construction of this project, with the assistance of Smith Roberts Baldischwiler.

The project involves the following items:

- Construction of a new roadway extension of James Garner Avenue beginning from just north of Acres Street adjacent to the Norman Municipal Library and extending north of Robinson Street to connect to Flood Avenue.
- New multilane roundabout intersection between the Flood Avenue and the new James Garner extension
- A new vehicular and pedestrian bridge over Robinson Street with aesthetics honoring James Garner as the roadway's namesake.
- Reconstruction and extension of the Legacy Trail with improved pedestrian lighting.
- Low Impact Development such as plantings and landscaping in the roadway medians and at bridge abutments to filter runoff and help prevent erosion.
- Reconfigured connections between local streets from Johnson Street to Himes Street.
- Decorative roadway lighting and landscaping.

As of the last pay application on 6/30/2023, 16% of the total contract amount has been expended. Through August 1, 2023, 24% of the contract time has expired.

The contractor's activities this month were as follows:

- Continue Grading South of Robinson Street
- Continue Grading North of Robinson Street
- Completed installation of storm sewer south of Robinson Street
- Continued installation of storm sewer north of Robinson Street
- Coordination with OG&E to relocate power lines for bridge construction
- Removed sediment and debris from culvert under Flood Avenue to relieve drainage issue. (City of Norman and OU provided this service)

Porter Avenue Streetscape – Alameda Street to Robinson Street:

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen transportation improvement projects. Two of the nineteen 2019 bond projects are the Porter Avenue and Acres Street Intersection Bond Project and the Porter Avenue Streetscape 2019 Bond Project. The Porter Avenue Streetscape 2019 Bond Project consists of design and construction of streetscape elements along the Porter Avenue corridor between Robinson Avenue on the north and Alameda Street on the south. The total construction cost for the project is approximately \$5.1 million. Of that, approximately \$2.8 million will be

paid by federal grant. The remaining \$2.3 million will be paid for through the City of Norman 2019 Bond Program.

The Oklahoma Department of Transportation conducted a bid opening on October 20, 2022, for the Porter Avenue Streetscape 2019 Bond Project. The low bidder was SAC Services, Inc. of Oklahoma City, Oklahoma. ODOT awarded the project on November 7, 2022. This project has a 210-calendar day construction schedule, which will likely result in a fall 2023 completion. The Oklahoma Department of Transportation is administering the construction of this project, with the assistance of Atkins.

Proposed improvements include:

- New sidewalks
- Driveway consolidation or elimination (access management)
- Decorative roadway and pedestrian lighting
- Landscaping
- New curb and gutter
- New Decorative Traffic Signals
- Pedestrian safety improvements

As of the last pay application on 6/30/2023, 17% of the total contract amount has been expended. Through August 1, 2023, 51% of the contract time has been expended.

The contractor's activities this month were as follows:

- Completed driveways and sidewalks on the west side of Porter Avenue from Main Street to Eufaula Street
- Began driveway and sidewalk construction between Eufaula Street and Symmes on west side of Main Street
- Constructed west side traffic signal bases at Eufaula Street intersection
- Coordinated with OG&E for power service to monument lighting.

Sidewalk Programs:

FYE 2024 Sidewalk Concrete Projects. This project was awarded to Arroyo's Concrete LLC and is scheduled to start construction in late July of 2023. This contract includes Citywide Sidewalk Reconstruction Projects, Sidewalk Accessibility Projects, Sidewalk Program for Schools and Arterials Projects, Downtown Area Sidewalks and Curbs and Sidewalks and Trials. This contract will be on going thru June of 2024. This project has been updated to include 54 bus stop installations and/or modifications.

Street Maintenance Bond Programs:

FYE 2023 Street Maintenance Bond – Urban Concrete 2

Urban Concrete Bid 2 bids were opened on June 23, 2022. Six bids were received and the contract was awarded on July 26, 2022 to Nash Construction Company in the amount of \$1,203,819.00. The project consists of select panel replacement on existing concrete streets. Change Order No. 1 was processed to add concrete pop up repair at 11 locations. This project was completed in May 2023. This project was accepted and final payment approved at the July 11, 2023 City Council Meeting with a final contract amount of \$1,299,392.63.

FYE 2023 Street Maintenance Bond – Urban Reconstruct

Urban Reconstruct (Juniper and Fairfield) were opened January 12, 2023. Six bids were received and the contract was awarded on February 28, 2023 to Arroyo's Concrete, LLC in the amount of \$508,568.25. The project consists of removal of existing degraded pavement, subgrade stabilization, new concrete pavement, and some sidewalk additions and repairs.

The contractor mobilized on April 17, 2023 and began removals. A leaking city water main was discovered during removals and NUA opted to replace the main and all service lines. This delayed the street project approximately three weeks. A period of heavy rain following the water main delay further delayed the remaining removals and subgrade stabilization. Weather conditions were not favorable for subgrade stabilization until June 23rd. Stabilization was completed and concrete placement began on June 29th. The project made significant progress during July. All of the street pavement and curb, as well as the sidewalks on the north side of the street were completed.

FYE 2023 Street Maintenance Bond – Asphalt

Street Maintenance Bond Asphalt bids were opened September 29, 2022. Four bids were received and the contract was awarded on October 25, 2022 to Silver Star Construction Co., Inc. in the amount of \$1,455,000. The project includes asphalt milling and repaving on 3.1 miles of urban and rural streets. The contractor mobilized on May 8, 2023. Material and equipment scheduling delayed completion of the shouldering work on 36th Ave NE. This work will be completed in August.

FYE 2023 Street Maintenance Alley Program – Concrete Pavement

Street Maintenance Alley Program bids were opened on January 19, 2023. Seven bids were received and the contract was awarded on February 28, 2023, to Arroyo's Concrete, LLC in the amount of \$499,172.70. The project consists of extensive panel replacement in four commercial alleys. Work began on April 3, 2023. The fourth alley was completed in June. The change order work installing concrete paving related to the festival bollard installation in Campus Corner was also completed. This project is on the August 22, 2023 City Council agenda for final acceptance and approval of the final payment.

FYE 2023 - Miller Avenue Curb and Gutter Maintenance Project

Bids for the Miller Avenue Curb and Gutter Maintenance Project were opened on May 18, 2023. The was awarded at the June 27, 2023 Council Meeting. The contractor mobilized on July 6, 2023 and completed the west half of the project in July.

TRANSIT AND PARKING DIVISION

Public Transit

Go Norman Transit Plan (City of Norman Transit Long Range Plan Update)

The Go Norman Transit Plan was approved by resolution by Council on June 22nd, 2021. On December 13, 2022 Council approved a resolution to alter transit bus service as recommended in the Plan. Staff are continuing to move forward on the next steps as recommended in the plan. Recent work includes:

Transit Center Remodel

- On February 14, 2023, Council approved contract K-2223-72 with Stronghold Construction to complete the renovation of the 320 E. Comanche St. property into a City Transit Center. A pre-construction meeting was conducted on February 21, 2023 to organize the start of the project, and a Notice to Proceed was issued on February 28, 2023. Construction commenced on March 1, 2023. It was estimated that the project would be completed and open in August 2023, however, due to delays attributed to asbestos remediation it is assumed the project will be completed at a later date with a grand opening scheduled around October 1, 2023. Please see below for more information.
- As of the last pay application on 07/26/2023, 70% of the total contract amount has been expended. Through 8/2/2023, 2023, 75% of the contract time has been expended.
- Work on the project during the month of July 2023 includes:
 - Interior framing
 - Finalizing interior framing
 - Framing inspection
 - Mechanical rough-in
 - Mechanical Overhead
 - Electrical rough-in
 - Electrical service change over
 - Insulate Plumbing Lines
 - Plumbing inspection
 - Concrete sidewalk completion
 - Crane delivery
 - Rooftop HVAC unit delivery and install
 - Steel delivery
 - Steel welding
 - Shoring setup
 - Column removal
 - Shoring removal



Steel Delivery



Column Removal

Vehicle Procurement

- The City is currently in the process of purchasing 5 paratransit vans and due to supply chain delays staff currently anticipates receiving these vehicles in late summer 2023. Below is background on this purchase:
 - On December 14, 2021 the City Council passed and adopted resolution R-2122-72 transferring \$346,703 from the Capital Fund Balance to be matched with \$122,812 available in the Public Transit and Parking Fund to be used to replace 5 paratransit vehicles in the Transit Fleet for a total of \$469,515. Due to ongoing supply chain issues the price of the vehicles had increased, however staff were able to identify additional FTA grant funding allocated to Norman to supplement the cost increase and decrease the amount of local match that was provided from the Public Transit and Parking Fund. Resolution R-2122-98 was approved by Council on March 8 transferring an additional \$149,454 (for a total cost of \$584,655) to cover the cost increase. FTA grant OK-2020-026 will be amended to \$496,157 leaving a local match of \$88,508 (a reduction in the local matching funds of \$34,304.)
- The City is currently in the process of purchasing 5 CNG 35' fixed route buses. Staff visited the manufacturing factory in Livermore, CA, during the week of July 17-21, for final inspections and approvals. As of Aug 4, 2023, all five vehicles have been delivered and the final rounds of inspections and testing are underway to ensure there are no warranty issues that need to be addressed before staff accept the buses and prepare to put them into service. Below is background information on this purchase:
 - Utilizing transit 5339 funds allocated from FY21 (grant number OK-2020-026), 1 35' CNG bus will be purchased. These were funds allocated to the Norman urbanized area by formula. In addition, on June 14, 2022 the City Council approved a contract with the Oklahoma Department of Transportation (ODOT) accept Surface Transportation Block Grant – Urbanized Area (STBG-UZA) funding for the purchase of 2 35' low-floor CNG transit buses. An Authorization to Purchase for these 3 buses was approved by Council on August 23, 2022. A purchase order was issued on September 14, 2022 to the manufacturer.
 - Utilizing funds received from the FY22 FTA Low- or No-Emissions Vehicle Program, staff proposed to purchase 2 additional CNG 35' fixed route buses. Council approved a resolution accepting the grant and an authorization to purchase the buses on September 27, 2022. The purchase order for 2 buses was issued September 29, 2022.



2 of the 5 New CNG Transit Buses

- The City is currently in the process of purchasing 3 paratransit ADA compliant minivans for revenue service as well as 2 non-revenue support vehicles. Staff anticipates receiving these vehicles in July 2023. Below is background on this purchase:
 - Council provided funding in the budget sufficient to outright purchase a single large transit bus and a single paratransit vehicle. Because of effective use of grant funding and only using a small percentage of budgeted money as a local match against grant funds, staff proposed to use \$355,692.55 of the remaining funding (\$357,810) for the outright purchase of 3 additional ADA minivans for the paratransit fleet and replacement of two support vehicles which was approved by the City Manager on April 6, 2023 utilizing an Oklahoma State Contract.
 - Both of the non-revenue support vehicles, units 5-2341 and 5-2348 have been received and staff are completing final inspections and paperwork to put these vehicles in service.

Microtransit Pilot Program with Via Transportation

Following a study to determine the best plan for establishing a microtransit pilot program in the City of Norman, staff conducted a competitive bid process. The proposal from Via Transportation was determined to be the best suited to the needs of Norman. Contract K-2223-164 with Via Transportation was approved unanimously by council on June 27, 2023. Following interest from the University of Oklahoma, both a proposed contract with the university and a companion amendment to the existing contract with Via have been drafted to expand this program to include the university's SafeRide program. Contract K-2324-50 with the University of Oklahoma and Amendment 1 to Contract K-2223-164 with Via Transportation are scheduled as companion items for Council's review at their August 8, 2023 meeting. Below is background information on the study:

- Following prior feedback from Councilmembers, two workshops were conducted on October 18, 2022 and January 3, 2023, regarding possible alternatives for a microtransit pilot program. After reviewing multiple pilot program alternatives and comparing outcomes against the previously expressed concerns of Council, a recommendation was made for a pilot program.
- The recommendation consisted of a turnkey microtransit service which would be offered Monday-Saturday 6pm-12am (or 7pm-1am) as well as on Sunday from 10am-6pm. The recommendation suggests this service be offered in a defined zone, limited in size, which could be proposed by vendors responding to the Request for Proposals (RFP). In addition, it was recommended that the City look at investing in more robust software in partnership with EMBARK to improve existing paratransit service.

Transit Monthly Performance Report

Attached is the transit performance report for June 2023.

STREETS DIVISION

CAPITAL PROJECTS:

DAKOTA STREET 1700 BLOCK: DAKOTA STREET TO SHERRY AVENUE

Streets crews replaced damaged concrete panels on Dakota Street 1700 Block: Dakota Street to Sherry Avenue. This repair required 64.50 cubic yards of concrete and resulted in over 281 square yards repaired.

ALAMEDA STREET: 36TH AVENUE EAST/48TH AVENUE EAST

Streets crews worked an overlay at Alameda Street: 36th Avenue East/48th Avenue East and required 5,682.51 tons of asphalt for the repair.

TECUMSEH ROAD: 60TH AVENUE NW TO 72ND AVENUE NW

Streets crews worked an overlay at Tecumseh Road: 60th Avenue NW to 72nd Avenue NW and required 1,746.13 tons of asphalt for the repair.

ASPHALT OPERATIONS:

RIDGELINE DRIVE – DEEP PATCH

Streets crews worked a deep patch at Ridgeline Drive and required 64.95 tons of asphalt for the repair.

CONCRETE OPERATIONS:

120 EAST DUFFY STREET

Streets crews replaced damaged concrete panels on 120 East Duffy Street. This repair required 2 cubic yards of concrete and resulted in over 15 square yards repaired.

ROADSIDE OPERATIONS:

MOWING OF ROADSIDE RIGHTS-OF-WAY

Streets Roadside Mowing crew continued their summer mowing schedule. During July, 2023, 283 miles of rural rights-of way and 4,861,131 sq. ft. of urban rights-of-way were mowed.

ROUTINE POTHOLE PATCHING OPERATIONS

This month approximately 1.04 tons of asphalt was utilized in routine pothole patching operations.

STORMWATER DIVISION

CAPITAL PROJECTS:

THE VINEYARDS DRAINAGE IMPROVEMENT PROJECT

For several years, residents of The Vineyard Addition have experienced property damage due to flooding. The Vineyard Addition is a residential subdivision located east of Porter Avenue and South of Tecumseh Road. In July 2015, the City hired Meshek and Associates to perform an analysis of flooding issues reported by the residents of The Vineyard Addition. This included a review of the previous drainage reports and studies that were available. Additional detailed modeling was done to determine if any structural changes could be made that would reduce the risk of flooding in this area.

Meshek and Associates provided plans for this project to reduce the flood risk by expanding and re-grading the existing detention pond to increase the stormwater storage. The existing sidewalk will be shifted several feet to the north to allow the pond to be expanded. The dam on the eastern boundary of the pond will be raised approximately five feet above existing grade to provide additional stormwater storage. Any water from the spillway will be conveyed across a new 7.5-foot wide flume into a tributary of Woodcrest Creek east of the new pond. The vertical wall on either side of the flume will vary in height along the length of the channel but will provide at least two feet of depth for stormwater storage and conveyance. This flume will also serve as a sidewalk for the residents in the area. The existing discharge pipe will be upsized to address the modified flow.

Monthly Progress Report

Public Works (July 2023)

During the month of July, the contractor removed all necessary trees and vegetation, completed the excavation of the channel leading from the detention basin to the creek, and began constructing the new headwall.

WORK ORDER RESPONSE

Stormwater Division received 21 work order requests and closed 21 work orders.

INFRASTRUCTURE MAINTENANCE

The Infrastructure Maintenance crew finished a double box replacement at Main Street and Stewart Street. The Crew sealed a leaking manhole at Meadow Ridge and Smalley Drive. The Maintenance crew filled sinkholes at 3851 Cedar Ridge and 4009 Northwich Drive. The Infrastructure Maintenance sealed leaking pipe joints at 518 Rambling Oaks, 3817 Carrington Lane, and on Mosier Street. The crew continued working on a pipe replacement at Summit Hollow. The Infrastructure Maintenance crew checked 387 inlets and cleaned 162 inlets totaling .50 tons of debris removed in Ward 4 and 2.

CHANNEL MAINTENANCE

The Channel Maintenance Crew mowed 1,003,860 square feet of stormwater channels during the month of July. The crew removed drifts at Crossroads Bridge, Hollywood Channel, and Willow Grove Bridge, totaling 28.25 tons of debris. The Maintenance crew removed 3 tons of debris from Jona Kay, Sawgrass, and Glen Oaks flumes. They painted over graffiti at Imhoff Channel just south of Lindsey Street. They also removed three shopping carts from Bishop Channel. The Channel Maintenance Crew started removing 55 tons of sediment from the cross pipe under flood street for the James Gardner project.

URBAN STREET SWEEPING/CAMERA VAN OPERATIONS

A total of 281 lane miles were swept in July resulting in the removal of approximately 88.66 tons of debris from various curb-lined streets throughout the city. The crew was able to flush 1,550 linear feet of stormwater pipe using 11,500 gallons of water from various locations. They were also able to camera 600 linear feet of stormwater pipes. The crew checked 25 inlets and cleaned 10 inlets totaling .25 tons of debris removed in Ward 7.

STORMWATER OKIE LOCATES

During the month of July, 2721 Call 811 Okie Spots were received. Of those requests, 79 were stormwater pipe locates, 58 were marked, and 643 were referred to other departments.

FLEET DIVISION

The Fleet Management Division Activity Report shows a comprehensive summary of the activity during the month, broken down into 3 subgroups: Fuel Report, Maintenance Report, and Productivity Report.

FUEL REPORT

Purchases: The Inventory fuel and Outside fuel purchases are added together for each category of fuel - Unleaded gasoline, Diesel fuel, and CNG.

Amount Sold: The amount of Inventory fuel and Outside fuel disbursed to city divisions are shown.

Price Per Gallon: For Inventory Purchases, each time a purchase is made the invoice information, such as quantity and total price is receipted into the Faster system. The Faster program then tallies the information and decides on a price-per-gallon for that purchase. The monthly high and the monthly low price-per-gallon for unleaded gasoline and diesel fuel are shown.

MAINTENANCE REPORT

Repair Parts Sold: This shows the amount of money spent on repair parts for vehicles during the month.

Tires Sold: This shows the amount of money spent on tires for city vehicles during the month.

Total Parts Sold: This is the sum of Repair Parts and Tires Sold added together.

Sublet Repairs: This is the amount spent on outside repairs during the month.

Road Calls: This is the amount of times Fleet was called out to retrieve/repair a vehicle.

Preventative Maintenance Services: This is the amount of times a vehicle failed to make the appointed preventative maintenance service and had to be rescheduled.

Total Work Orders: This is the amount of work orders for the entire month.

Year to Date Work Order Total: This is the amount of work orders for the entire year.

PRODUCTIVITY REPORT

Direct Labor Hours: Each mechanic's total direct labor hours are shown. Then the direct labor hours are tallied together. After that the total available hours are shown to assess productivity.

Productivity Goal: When mechanics are productive at 70%, meaning that 70% of their day was spent actually working on vehicles, the City of Norman is in equilibrium. We are able to use the money generated from their direct labor to pay wages, benefits and the utilities.

Actual Productivity: This is the average percent of all the mechanics' total productivity during the available working hours for the month.

July 2023
DEVELOPMENT COORDINATION, ENGINEERING
AND PERMIT REVIEW

Subdivision Development:

FYE 2023 Associated Fees

Planning Commission/Dev Comm Review: This Month Last Month FY Total

*Norman Rural Cert of Survey... 4
 *Final Plats..... 2
 *Preliminary Plats..... 3
 *Short Form Plat..... 1
 *Center City Form Based Code.. 0
 *Concurrent Constr. Request..... 0

City Council Review:

Certificate of Survey..... 1
 Preliminary Plat..... 1
 Final Plats 0
 Certificate of Plat Correction..... 1
 Encroachment..... 2
 Easements..... 0
 Closure..... 0
 Release of Deferral..... 0

\$ 6,840.00

Development Committee:

Final Plats..... 2

Fee-In-Lieu of Detention..... 0

\$0.00

Subtotal:

\$6,840.00

\$2,060.00

\$6,840.00

Permits Reviewed/Issued:

(includes Offsite Construction fees)

**Single Family..... 11
 ***Commercial..... 4
 Multi-Family..... 0
 Addition/Alteration..... 17
 House Moving..... 4
 Paving Only..... 9
 Storage Building..... 10
 Swimming Pool..... 12
 Storm Shelters..... 15
 Public Improvements..... 3
 Temporary Encroachments..... 1
 Fire Line Pits/Misc..... 1
 Franchise Utilities 5

Other revenue
 Flood Plain (@\$100.00 each)..... 0

Total Permits.....**Grand Total.....*******Construction Plan Review Occurrences*********Punch Lists Prepared.....**

\$20.00	\$0.00		
\$0.00	\$200.00		\$0.00
\$12,425.16	\$11,217.75		\$12,425.16
\$19,285.16	\$13,477.75		\$19,285.16
17	35		17
3	6		3

* All Final Plat review completed within ten days..... PI # 13

** All Single Family Permits were reviewed and completed within three days.....PI # 10

*** All Commercial Permits were reviewed and completed within seven days..... PI # 11

**** All Construction Plans were reviewed within ten days.....PI # 12

*****All Punch Lists prepared within one day of Final Inspection.....PI # 8

July 2023

**DEVELOPMENT COORDINATION,
ENGINEERING, AND PERMIT REVIEW**

KEN DANNER/TODD McLELLAN/JACK BURDETT

	NUMBER OF INSTANCES	PERCENTAGE ACHIEVED
<i>PI #8</i> PREPARE DEVELOPMENT PUNCH LIST WITHIN 1 DAY OF FINAL INSPECTION	3	100%
<i>PI #10</i> SINGLE FAMILY BLDG PERMIT REVIEW W/I 3 DAYS	11	100%
<i>PI #11</i> COMMERCIAL BLDG PERMIT REVIEW W/I 7 DAYS	4	100%
<i>PI #12</i> CONSTRUCTION PLAN REVIEW W/I 10 DAYS	17	100%
<i>PI #13</i> FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS	2	100%



PERFORMANCE REPORT

Summary of Services Table: June 2023

The table below provides daily averages for the number of passengers carried by many of the services offered by EMBARK Norman. The year-to-date (YTD) figures are cumulative totals.

EMBARC Norman Service Summary	ADP Jun FY23	FY23 YTD	FY22 YTD	Service Profile	Jun FY23	Jun FY22
Fixed Routes (M-F)	1,175	279,632	224,844	Weekdays	22	22
Fixed Routes (Sat)	670	27,635	19,638	Saturdays	4	4
PLUS (M-F)	80	21,940	20,752	Gamedays	0	0
-Zone 1*	66	18,420	16,700	Holidays	0	0
-Zone 2**	14	3,520	4,052	Weather	5	3
PLUS (Sat)***	22	1,186	873	Fiscal YTD Days	307	307
				Cal. YTD Days	153	153

*Requires ¾ mile

**Operates only on Weekdays until 7:00 pm

***Operates only in Zone 1

Strategic Performance Measures

MEASURE	FY 23 YTD	FY 23 Targets	
# of Norman fixed-route passenger trips provided	307,267	251,881	■
# of Norman paratransit trips provided	23,126	21,000	■
% of on-time Norman paratransit pick-ups	98.11%	98.58%	●
# of Norman bus passengers per service hour, cumulative	15.90	13.04	■
# of Norman bus passengers per day, average	1,004	800*	●
% of Norman required paratransit pick-ups denied due to capacity	0.00%**	0.00%*	●
% of on-time fixed-route arrivals	74.80%	80.94%	▲

*These targets are not being tracked in LFR but can be found in the KPI spreadsheet.

**One denial due to capacity was recorded for FY23

STREET DIVISION					
	FYE 2024 July 2023	FYE 2024 July 2023	Year to Date	Year to Date	FYE 2024
PERFORMANCE INDICATORS	ACTUAL	PERCENT	ACTUAL	PERCENT	PROJECTED
Distribute work order requests to field personnel within one day.	99%	99%	99%	100%	100%
Patch potholes smaller than one cubic foot within 24 hours	100%	100%	100%	100%	95%
(tons of material used)	1.04		-		
Overlay/pave 10 miles per year.	-	0%	-	0%	100%
Replace 2,000 square yards of concrete pavement panels	217.00	11%	-	0%	100%
Grade all unpaved alleys two (2) times per year. (approximately 210 blocks)	4.00	1%	-	0%	100%
Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year	4,861,131.00	38%	-	0%	100%
Mow 148 miles of Rural Right-of-way three times per year	283.00	64%	-	0%	100%
Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event	-	0%	-	100%	0%
Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event	-	0%	-	100%	0%
Bridge - Maintain 5 non-deficient bridges in a year	-	0%	-	0%	0%
Bridge - Rehab 7 structurally deficient bridges per year through outside contract	-	0%	-	0%	0%
Bridge - Replace one functionally obsolete bridge per year	-	0%	-	0%	0%
Bond Program - Contract all selected projects for the bond year within the same fiscal year		0%	-	100%	0%
Capital Program – Complete all selected projects within the same fiscal year		0%	-	95%	0%

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2018

Item 4.

STORMWATER DIVISION					
	FYE 2024 JULY, 2021	FYE 2024 JULY, 2021	Year to Date	Year to Date	FYE24
PERFORMANCE INDICATORS	ACTUAL	PER CENT	ACTUAL	PER CENT	PROJECTED
Respond to stormwater complaints and drainage concerns within 24 hours of the time reported.	99%	99%	99%	99%	99%
Mechanically sweep 500 curb miles per month (lane miles)	281.00	56%	281.00	5%	85%
Inspect and clean 100% of the urban drainage inlets three times per year. (approximately 5,000 locations)	402.00	4%	402.00	4%	65%
Mow 2,271,548 sq.feet of open drainage ways, six times per year	1,003,860.00	7%	1,003,860.00	7%	70%
Collect 60 tons of litter annually from drainage channels and R-O-W in Urban and Rural areas	-	0%	-	0%	100%
*Program was transferred to Utilities 7/23					
Permit all floodplain activities as appropriate.	1.00	1%	1.00		100%

**PUBLIC WORKS
FLEET DIVISION
ACTIVITY REPORT**

Item 4.

IN GALLONS		FYE 2024	July 2023 FUEL REPORT	
		<u>UNLEADED PURCHASED</u>	<u>DIESEL PURCHASED</u>	<u>CNG PURCHASED</u>
Internal pumps		18,046.00	21,099.00	17,216.55
Outside - sublet		834.00	519.00	3,510.88
TOTAL		18,880.00	21,618.00	20,727.43
TOTAL		<u>UNLEADED CONSUMED</u>	<u>DIESEL CONSUMED</u>	<u>CITY CNG CONSUMED</u>
Consumption		19,896.65	22,167.05	27,423.50
				<u>PUBLIC CNG CONSUMED</u>
				3,510.88

FYE 2024 TO DATE CONSUMPTION				
TOTAL		<u>UNLEADED CONSUMED</u>	<u>DIESEL CONSUMED</u>	<u>CITY CNG CONSUMED</u>
Consumption		19,896.65	22,167.05	27,423.50
				<u>PUBLIC CNG CONSUMED</u>
				3,510.88

INTERNAL PRICE PER GALLON:					EXTERNAL PRICE PER GALLON:				
UNLEADED	High	\$3.19	Low	\$2.72	UNLEADED	High	\$3.20	Low	\$2.78
DIESEL	High	\$3.01	Low	\$2.52	DIESEL	High	\$2.96	Low	\$2.57
CNG	High	\$1.28	Low	\$1.28	CNG	High	\$2.10	Low	\$2.10

FASTER CONSUMABLE PARTS PURCHASED			PUBLIC CNG SALES		
REPAIR PARTS		\$82,191.24	Month Total Public CNG Sales		\$7,404
BATTERIES		\$2,070.00	FYE 2023 To Date Public Sales		\$7,404
OILS/FLUIDS		\$9,561.60	LIFE TO DATE CNG GAS GALLON EQUIVALENT		
TIRES		\$17,191.52	Total Sold Gallons Life To Date		1,086,994
SUBLET REPAIRS		\$2,912.19	Total Gross Sales Life To Date		\$1,606,033
TOTAL SPENT ALL parts/sublet		\$113,926.55	Life To Date CNG Gas Gallon Equivalent		
			Total Public/City Through-Put CNG Gallons @ Station		3,226,952

Light Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	3	4	4	45
EMERGENCY ROAD CALLS	6	2	3	75
PM SERVICES	72	90	80	1,256
INCLEMENT WEATHER	1	2	0	7
WORK ORDERS	215	243	230	3,328
SCHEDULED REPAIRS	99	117	103	1,449
NON SCHEDULED REPAIRS	66	85	67	1,190

Heavy Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	1	4	28
EMERGENCY ROAD CALLS	32	34	19	255
PM SERVICES	39	35	44	474
INCLEMENT WEATHER	0	0	0	2
WORK ORDERS	205	214	218	2,109
SCHEDULED REPAIRS	45	42	48	522
NON SCHEDULED REPAIRS	120	130	129	1,275

Transit Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	0	2	8
EMERGENCY ROAD CALLS	1	2	1	11
PM SERVICES	22	13	11	140
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	95	92	95	927
SCHEDULED REPAIRS	38	31	15	183
NON SCHEDULED REPAIRS	60	60	65	689

EVT Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	10	20	11	137
EMERGENCY ROAD CALLS	1	1	4	14
PM SERVICES	9	7	6	81
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	46	53	42	411
SCHEDULED REPAIRS	21	15	12	173
NON SCHEDULED REPAIRS	7	6	6	88

COMBINED SHOPS	CURRENT MONTH	LAST MONTH	TWO MONTHS AGO	YEAR TO DATE
ROAD SERVICE	13	25	21	202
EMERGENCY ROAD CALLS	40	39	27	349
PM SERVICES	142	145	141	1846
INCLEMENT WEATHER	1	2	2	11
WORK ORDERS	561	602	585	6475
SCHEDULED REPAIRS	203	205	178	2264
NON SCHEDULED REPAIRS	253	281	267	3110

**FLEET DIVISION
INVENTORY
July 2023**

FUEL

WESTWOOD GOLF	591.6	gallons	DIESEL	@	2.500	\$ 1,479.00
WESTWOOD GOLF	652.7	gallons	UNLEADED	@	2.860	\$ 1,866.72
NORTH BASE	5,270.8	gallons	UNLEADED	@	2.870	\$ 15,127.18
NORTH BASE	2,297.4	gallons	DIESEL	@	2.710	\$ 6,225.83
FIRE STATION #5	412.8	gallons	UNLEADED	@	2.840	\$ 1,172.44
FIRE STATION #5	471.0	gallons	DIESEL	@	2.670	\$ 1,257.57
FIRE STATION #6	279.2	gallons	UNLEADED	@	2.930	\$ 818.06
FIRE STATION #6	411.5	gallons	DIESEL	@	2.740	\$ 1,127.51
BULK TANKS	1,200.0	gallons	DIESEL	@	2.710	\$ 3,252.00

TOTAL	GALLONS:	DOLLAR:
UNLEADED	6,615.5	\$ 18,984.39
DIESEL	4,971.5	\$ 13,341.91

**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT**

July FYE 2024

Industry Standard Compliance: Not To Exceed 5%

Item 4.

Department/Division	Number of PMs Scheduled	Number of PMs Completed On Time	Number of PMs Completed LATE	Number of PMs Missed	Current % PENDING	YearToDate Non-Compliance Trend
CITY CLERK						
CITY COUNCIL					0%	0%
BUILDING ADMINISTRATION					0%	0%
MUNICIPAL COURT						
MUNICIPAL COURT					0%	0%
INFORMATION TECHNOLOGY						
INFORMATION TECHNOLOGY					0%	0%
HUMAN RESOURCES						
HUMAN RESOURCES					0%	0%
					0%	0%
PLANNING						
PLANNING	4	4			0%	0%
BUILDING INSPECTIONS					0%	0%
CODE COMPLIANCE					0%	67%
PUBLIC WORKS						
ENGINEERING	2	2			0%	33%
STREETS	10	7	1	3	30%	20%
STORMWATER	5	5			0%	14%
TRAFFIC	4	4			0%	18%
STORMWATER QUALITY					0%	0%
FLEET	8	8			0%	0%
TRANSIT					0%	0%
POLICE						
ANIMAL CONTROL	1	1			0%	60%
POLICE ADMINISTRATION	2	2			0%	20%
POLICE STAFF SERVICES	2	2			0%	0%
POLICE CRIMINAL INVESTIGATIONS	6	6			0%	24%
POLICE PATROL	12	11	1		0%	24%
POLICE SPECIAL INVESTIGATIONS	1	1			0%	25%
POLICE EMERGENCY COMMUNICATIONS					0%	0%
FIRE						
FIRE ADMINISTRATION	1	1			0%	0%
FIRE TRAINING					0%	0%
FIRE PREVENTION	2	2			0%	0%
FIRE SUPPRESSION	4	4			0%	18%
FIRE DISASTER PREPAREDNESS					0%	0%
PARKS & RECREATION						
PARK MAINTENANCE	5	4		1	20%	29%
PARKS & RECREATION CUSTODIAL					0%	0%
FACILITY MAINTENANCE					0%	0%
PARKS FORESTRY					0%	0%
PUBLIC SAFETY SALES TAX (PSST)						
PSST POLICE PATROL	7	5	2	1	14%	42%
PSST POLICE CRIMINAL INVESTIGATIONS					0%	0%
PSST FIRE SUPPRESSION					0%	0%
CDBG						
PLANNING CDBG					0%	0%
UTILITIES WATER						
UTILITIES ADMINISTRATION					0%	0%
WATER TREATMENT PLANT					0%	0%
WATER PLANT					0%	100%
WATER PLANT WELLS	2	2			0%	0%
WATER PLANT LAB					0%	0%
LINE MAINTENANCE ADMIN					0%	0%
WATER LINE MAINTENANCE	5	5			0%	0%
UTILITIES INSPECTOR					0%	0%
METER SERVICES					0%	0%
UTILITIES WRF						
WRF ADMIN					0%	100%
WRF INDUSTRIAL					0%	0%
WRF BIOSOLIDS					0%	0%
WRF OPERATIONS	1	1			0%	0%
SEWER LINE MAINTENANCE	5	5			0%	0%
UTILITIES SANITATION						
SANITATION ADMINISTRATION					0%	0%
SANITATION RESIDENTIAL	8	6	2		0%	57%
SANITATION COMMERCIAL	6	4	2		0%	63%
SANITATION TRANSFER	6	6			0%	17%
SANITATION COMPOST	4	4			0%	0%
SANITATION RECYCLE	2	2			0%	75%
SANITATION YARD WASTE					0%	0%
CITYWIDE TOTAL	115	104	8	5	4%	23%

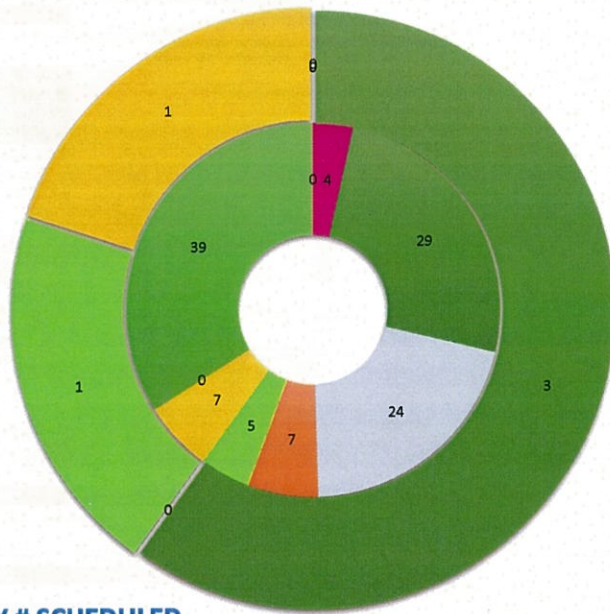
**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT
July FYE 2023**

Item 4.

Currently Past Due:

Unit #	Unit Description	Department Division	Current Odometer Reading	Meter or scheduled date	Meter Past		ORIGINAL Scheduled DATE	SHOP	Type of SERVICE	LAST PM DONE
POLICE										
1124	2015 Ford Interceptor	PD Patrol	107632	104023	-3609	miles	6/8/2023	Light Repair	PM-C	2/3/2023
1188	2015 Polaris Ranger	PD Patrol	8/1/2023	6/15/2023	-47	days	6/22/2023	Light Repair	PM-C	6/15/2022
Parks										
444T	2005 Holt Trailer	Park Maintenance	8/1/2023	7/21/2023	-11	days	7/28/2023	Light Repair	PM-A	7/21/2022
Public Works										
0699	2013 Wylie Sprayer	Streets	8/1/2023	4/20/2023	-103	Days	4/25/2023	Light Repair	PM-C	4/20/2022

PM Compliance Report July FYE 2024



**INNER RING - MONTHLY # SCHEDULED
OUTER RING = MONTHLY # MISSED/LATE**

- City Clerk
- Municipal Court
- Information Technology
- Human Resources
- Planning
- Public Works
- Police
- Fire
- Parks & Rec.
- PSST
- CDBG
- Utilities

Department	Scheduled	Missed/Late	% Late
City Clerk	0	0	0.0%
Municipal Court	0	0	0.0%
Information Technology	0	0	0.0%
Human Resources	0	0	0.0%
Planning	4	0	0.0%
Public Works	29	3	10.3%
Police	24	0	0.0%
Fire	7	0	0.0%
Parks & Rec.	5	1	20.0%
PSST	7	1	14.3%
CDBG	0	0	0.0%
Utilities	39	0	0.0%
Citywide Total	115	5	4.3%

**PUBLIC WORKS
FLEET DIVISION**
Technician Productivity
Report

FYE 2024

July 2023

MECHANIC	DIRECT LABOR HOURS	PRODUCTIVITY		INDIVIDUAL PRODUCTIVITY	
		GOAL	ACTUAL	DIFFERENCE	
# 001	58.38	72%	44.9%	-27.1%	
# 002	152.08	72%	111.4%	39.4%	
# 003	96.20	72%	74.0%	2.0%	
# 004	106.46	72%	81.9%	9.9%	
# 006	0.00	72%	#DIV/0!	#DIV/0!	
# 007	120.28	72%	92.5%	20.5%	
# 008	123.33	72%	94.9%	22.9%	
# 010	131.15	72%	100.9%	28.9%	
# 011	96.84	72%	70.9%	-1.1%	
# 012	121.62	72%	93.6%	21.6%	
# 013	106.16	72%	81.7%	9.7%	
# 018	88.41	72%	68.0%	-4.0%	
# 021	92.92	72%	71.5%	-0.5%	
# 031	104.78	72%	80.6%	8.6%	
# 037	110.47	72%	85.0%	13.0%	
# 038	129.74	72%	99.8%	27.8%	
# 040	64.88	72%	47.5%	-24.5%	
# 041	132.53	72%	101.9%	29.9%	
# 042	114.19	72%	87.8%	15.8%	
# 043	63.76	72%	49.0%	-23.0%	
# 044	101.68	72%	78.2%	6.2%	
# 045	111.98	72%	86.1%	14.1%	

DIRECT LABOR HOURS

2115.86

TOTAL AVAILABLE HOURS

2619.50

PRODUCTIVITY GOAL

72.0%

ACTUAL PRODUCTIVITY

80.8%

CITY OF NORMAN
DEPARTMENT OF PUBLIC WORKS-TRAFFIC CONTROL DIVISION
MONTHLY PROGRESS REPORT

JULY 2023		PROJECTED GOAL	THIS MONTH			YEAR TO DATE		
	Percentage		Number of Requests	Goal Met	Percentage Met	Number of Requests	Goal Met	Percentage Met
Provide initial response to citizen inquiries within 2 days	100%		83	83	100%	83	83	100%
Provide information requested by citizens within 7 days	95%		83	83	100%	83	83	100%
Complete traffic engineering studies within 45 days.	99%		1	1	100%	1	1	100%
Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days.	95%		28	28	100%	28	28	100%
Worker Hours Per Gallon of Paint Installed.	0.80		Gallons	Worker Hours	Percentage	Gallons	Worker Hours	Percentage
			487	143	0.29	487	143	0.29
Thermoplastic legend, arrows, stop bars & crosswalks installed.	4-6 Installations per day per 2 person crew. 100%		Crew Work Days	Total Installations	Average	Crew Work Days	Total Installations	Average
			1	4	4.00	1	4	4.00
Preventative Maintenance on each traffic signal once a year. Approximately 11 will be performed each month.	100%		Number Performed	Goal Met	Percentage Met	Number Performed	Goal Met	Percentage Met
			15	15	100%	15	15	100%
Response to reports on traffic signal malfunctions within one hour.	99%		Number of Reports	Goal Met	Percentage Met	Number of Reports	Goal Met	Percentage Met
			25	25	100%	25	25	100%
Response to reports of sign damage:	Percentage							
High Priority Stop or Yield Signs within one hour	99%		3	3	100%	3	3	100%
Lower Priority all other signs within one day	90%		20	20	100%	20	20	100%
Street Name Signs within two weeks	90%		6	6		6	6	100%
Percent of work hours lost due to on the job injuries.	<.01%		Total Work Hours	Work Hours Lost	Percentage Met	Total Work Hours	Work Hours Lost	Percentage Met
			2880	0	0.00	2880	0	0.00

UTILITIES 13

July 2023

LINE MAINTENANCE:Waterline Capital Projects

- Beaumont Drive – 95% Cleaning Up Site
- 1357 12th NE Avenue – 100%
- Crest Court – 100%
- Barb Court – 100%
- Crail Drive – 0% Ordering materials

Staff has completed the Crest Court project. Staff has completed the 12th AVE NE project. Beaumont project is in progress and estimated to be completed in 14 days and is 95% completed – it has been delayed due to weather and line breaks. Page project is 95% complete and estimated to be completed in 14 days.

Water Line Breaks Total – 14 in July

Water Lines Hit by Contractors – 2 – 3/4"

Sewer Line Data

- Total obstruction service requests - 14
- Private Plumbing: 12
- City Infrastructure: 2
- Sanitary Sewer Overflows: 0 on private side, 0 on city side

Lift Station D Flows:

- Days - 30
- Average daily flow: 1.600 MGD
- Total Monthly flow: 49.650 MG

UTILITIES ENGINEERING:

Line Maintenance Building: Project will construct new building for Line Maintenance Division consisting of 60 staff; the existing 11,000 SF building is currently located on North Base property adjacent to the Fleet offices and vehicle servicing areas. This project assumes construction of a new 20,000 SF facility NW of the water treatment plant to house administrative offices, the employee breakroom, fire hydrant/meter repair area as well as areas for numerous water and sewer line repair parts, pump repair parts and a work area for pump repairs and testing. A preliminary meeting was held with City staff to discuss the project and what variances may be required. Additional funding will also be necessary due to the increased cost for the project to meet actual division needs now and into the future. Due to other department priorities, funding for the project was pushed back to FYE 23 so the project has essentially been pushed back one year. Contract K-2122-115 was approved by Council and the Architect and Contractor are working through the process with GMP expected in September 2022. Bid Opening was held on September 7, 2022. 61 bidders submitted bids across the 30 categories of construction work. The total of the Base Bid was approximately \$7.7 Million, including contingencies, insurance, allowances, and other project requirements. Special-use permits were approved by Council on September 27, 2022. Approval of the GMP was held on the October 11, 2022 Council docket. The Utilities Inspector staked the boundary for the new fence line this month and the contractor has finished clearing and grubbing the area in order to install the fence. In order to create a PO for the low voltage work, funds are being moved from the projects contingency under the GMP contract and put back in the project account to be available for this work. This is set for Council approval on August 22, 2023. Staff attended a building walk through this month with contractors to determine if there were any changes needed to be made on the electrical work before drywall is installed. Most of note was the need for a fiber line running to a light pole in the far north parking lot for a security camera. This will be added to the project, in addition to other small electrical changes, via a change order.

As-Built Linking Project: Project is an engineering effort to develop a system for linking as-built records to a GIS interface to allow for staff to more efficiently find as-built records. Contract K-2021-72 was awarded to Meshek & Associates on December 1, 2020. The project will allow users to click on a water or sanitary sewer asset in a GIS viewer which will then provide the as-built record document in a new window for viewing or downloading. Additional internal staff discussion was required to determine naming conventions for the consultant to use that would create a standardized system that could be used for this project and any future projects. As such, the project deadlines were set back a couple of months. All existing as-built information was provided to the consultant for their use. Pilot area information has been received and reviewed by staff. The effort required to complete the remainder of the project is more than the current contract amount. Staff will bring Council a proposed amendment for approval to complete the entire City.

WASTEWATER PROJECTS:

Sanitary Sewer Stream Crossing Replacement (WW0178) During January 2023, Utilities Department discovered that a 24" sanitary sewer aerial stream crossing in "Oliver's Woods" on the south side of Highway 9 was damaged and in danger of imminent collapse. NUA prepared Bidding Documents to replace the aerial crossing and project was Advertised on February 9, 2023. Bids were opened on March 9, 2023. Krapff-Reynolds Construction Company was the low bidder with a bid in the amount of \$593,630.00, and a contract in this amount was awarded on March 28, 2023. During the month of July 2023, KRCC completed drilling and pouring concrete piers for new aerial stream crossing and commenced installing concrete pier caps. However, issues were discovered with quality of concrete used in some of the piers, and this matter is now being evaluated. This will likely cause some delay to project completion, but a resolution, including completion of any necessary corrective measures and/or re-work is anticipated during August 2023. This will, in turn, delay project completion to September 2023.

Also during June 2023, an unrelated sanitary sewer collapse occurred at 340 Windbrook. The sewer line was 16 feet deep and located in a narrow backyard. Due to these constraints, Norman Line Maintenance Staff did not have the equipment necessary to complete the repair. Consequently, proposals were solicited from several local contractors to perform this repair, including from KRCC, since they were mobilized nearby working on the Sanitary Sewer Stream Crossing Replacement project. KRCC's proposal was deemed lowest and best and they were issued Notice to Proceed on June 9, 2023. KRCC briefly demobilized from the stream crossing job site, completed the repair at 340 Windbrook, and then remobilized to the stream crossing job site. Rather than issue a separate P.O., it was decided to add this emergency repair to KRCC's Contract for the Sanitary Sewer Stream Crossing Replacement project, and, thus, a change order to project in the amount of \$55,714 has been approved by City Council and executed.

1.	Discovery of Damaged Aerial Stream Crossing:	December 2022
2.	Bidding Documents Prepared by NUA:	January 2023
3.	Project Advertised:	February 9, 2023
4.	Bid Opening:	March 9, 2023
5.	Contract Award:	March 28, 2023
6.	Construction Complete:	August 2023

WRF Reuse Pilot Study (WW0317) – Project is a pilot study designed to consider treatment alternatives to produce highly treated effluent at the WRF suitable for Indirect Potable Reuse (IPR) by discharging it into Lake Thunderbird to supplement Norman's available raw water supply. NUA approved a contract with Garver LLC on February 11, 2020 to design the pilot project for various alternative treatment processes to determine if reuse is feasible and, if so, to recommend the best and most economic treatment technologies for the implementation of a reuse program. In July 2020, NUA approved Amendment No. 1 to Garver's contract which consolidated all pilot study tasks, including procurement/rental of treatment equipment for alternative treatment trains, temporary construction/installation of pilot study equipment and eventual removal of all pilot study equipment, into Garver's contract. During the remainder of 2020,

Garver completed pilot study design, and during winter 2020/2021 and spring 2021, temporary construction of Phase I treatment trains, which consisted of one train using an Aqua Nereda patented process and one train using a modified University of Cape Town (mUCT) process was completed. By June 2021, both trains had been commissioned and were operating as intended. As a result, WRF and Garver staff were able to commence the Phase I testing and sampling regimens. In November 2021 and February 2022, skids and trailers containing advanced tertiary processes that were to be pilot tested as part of Phase II and Phase III, respectively, were delivered; temporary construction needed to place them into service was completed; and Phase II and Phase III testing and sampling regimens commenced. Phases I, II, and III and all associated testing and sampling were completed as of June 1, 2022, and Garver's construction subcontractor completed removal of all temporary process equipment by late summer 2022. A first draft copy of the engineering report was submitted for review in December 2022. A second draft was submitted to NUA and, informally, to Oklahoma Department of Environmental Quality (ODEQ) in March 2023. Since then, Garver has been convening regular meetings with ODEQ to review the draft report in detail. The report is lengthy, and it is expected to require several months and multiple iterations before the report is considered final and ready for formal submission to ODEQ. This will likely occur during the summer of 2023 with approval by ODEQ likely to require several additional months after that.

In December 2019, NUA learned that Bureau of Reclamation (BOR) had approved a grant of up to \$700,000 that would pay up to 25% of all costs incurred on this project. Grant contract was approved by NUA and BOR and fully executed in September 2021. As of March 2023, all funds authorized by this Grant have been required and received by City of Norman.

In early October 2021, NUA learned that it has been awarded a second grant from BOR, a green infrastructure grant to evaluate what role a constructed wetland could play in further improving quality of stormwater and/or effluent water entering Lake Thunderbird as part of the future reuse program that is the subject of the pilot study. This grant includes \$209,824 worth of in-kind funds from various federal agency resources to be expended in (Federal) Fiscal Years 2022 and 2023 for research and investigations and can be extended with additional funds added in future years as conclusions are reached and recommendations made based on the work done during the initial years' funding. A kick-off meeting for the Green Infrastructure grant convened in early November 2021 and work (research and data gathering) is ongoing. Initial conclusions and recommendations are expected to be reached by the end of the Federal Government Fiscal Year on September 30, 2023.

In April 2022, NUA learned that a third grant associated with possible IPR from BOR had been authorized. The third grant was an applied science grant for \$148,339 to create a Predictive Lake Optimization Tool (PLOT) for Lake Thunderbird. The PLOT will use weather and climatological data, weather and seasonal weather forecasts, and data specific to Lake Thunderbird and its watershed to create a preliminary model that will furnish predictions on the theoretical best times, quantities, and manner for adding supplemental IPR flows to the lake. This would allow both for the best possible economic evaluation of infrastructure alternatives for a future IPR program but also for the efficient management of such a future IPR program if/when one is implemented. A resolution authorizing acceptance of the grant was approved by City Council in September 2022, and a Contract with Garver in the amount of \$196,190 (of which \$148,339.00 would be reimbursable from BOR Applied Science Grant) was approved by City Council on March 14, 2023. Project is ongoing and should require approximately one year to complete.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF Dewatering Centrifuge Replacement (WW0326) – Project will replace dewatering centrifuges at WRF. Existing centrifuges are approaching the end of their useful lives, and, consequently, they need excessive maintenance, regular major repairs and increasing polymer feed rates to achieve necessary sludge quality. Moreover, poor service provided by manufacturer often results in extended downtime before necessary repairs are completed. NUA approved a Contract with Garver, LLC on December 8, 2020 to prepare a design to replace centrifuges, and design for this project commenced immediately thereafter. Throughout 2021, manufacturers of several different dewatering technologies ran demonstration tests that were observed by Garver, WRF and NUA Engineering staff, and WRF and NUA Engineering staff also made several site visits to wastewater treatment plants in the region to observe equipment by other manufacturers/technologies in operation. Based on these demonstrations and site visits, Garver issued a Final Version of the Preliminary Engineering Report in November 2021 recommending hydraulic drive centrifuges as the technology for this project. During winter and spring 2022, Garver and NUA met with representatives from most of the reputable centrifuge manufacturers in the

industry to learn more about their equipment and, just as importantly, to learn about their manufacturing and service infrastructure. Based on these meetings, three (3) manufacturers have been approved for inclusion in the bidding documents.

Garver completed and submitted 60% design documents for review in August 2022 and 90% design documents in January 2023 with design review meetings convening two weeks after each submission. In March 2023, ODEQ Permit to Construct application was submitted to ODEQ and the permit was issued in April 2023. Also, in April 2023, NUA learned that it has been approved for a federal community funding grant in the amount of \$5,000,000.00 for this project. Because the funding from the grant is not expected to be made available until the start of the next federal fiscal year (i.e. October 1, 2023), the bidding of this project will now be scheduled to sync up with a Contract Award at the first Council Meeting in October 2023 with Notice to Proceed with Construction to follow immediately thereafter also in October 2023. The critical path for the project will run through the delivery of the new centrifuges. Assuming they can be delivered in a reasonable time frame without excessive supply-chain-related delays, project should be complete by July 31, 2024.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF New Maintenance Building (WW0318) and WRF Main Control Building Renovation (WW0325): - These two projects are being designed under a single design contract and are anticipated to be bid as a single project, so they will be updated as a single project as well. Due to plant improvements projects over the past two decades, space formerly used for spare part storage and maintenance work has gradually been incorporated into plant operations space, leaving a shortage of viable storage and work space. Project WW0318 will cover the construction of a new pre-engineered Maintenance Building for spare part storage and other critical maintenance activities to offset space lost in existing facilities since the main building was commissioned.

The Main Control Building at the WRF was constructed in 1982 and, while some building systems have been replaced and/or upgraded since then, many of the original interior and exterior finishes and fixtures as well as the main laboratory have not been replaced, updated, or renovated since original construction and are now nearing the end of their useful lives. Project WW0325 will renovate existing building and update layout and building systems as well as expand and renovate the laboratory to meet current standards.

Greeley Hansen was selected as the Architect for these two projects, and their Contract was approved on June 8, 2021. A design kickoff meeting convened in late June 2021. Greeley Hansen submitted a draft Preliminary Engineering Report (PER) in November 2021 and, after a review meeting later in November 2021, they submitted a final PER in late January 2022.

In March 2022, NUA decided to defer construction of this project for one fiscal year to FY 2023 for budgetary reasons. For this reason, while Construction Manager at Risk (CMaR) was originally being considered as the project delivery method, the project will instead be delivered by a traditional Design/Bid/Build method with Greeley Hansen completing a bid-ready final design during the remainder of 2022 but project will not bid until Spring 2023.

During August 2022, Greeley Hansen submitted 95% design documents. At time of submittal, it was agreed that a design review meeting would convene in February/March 2023 so that all comments and corrections noted can be addressed at one time just prior to advertisement, which was then projected to occur in May 2023. Since that time, the decision has been made to defer construction of this project until fiscal year 2024/25. For this reason, bidding documents will be finalized in time to advertise in May 2024. Bids would then be opened in June 2024, and Contracts Awarded at the first Council Meeting in July 2024. Construction would then take one calendar year to June 2025.

In June 2023, Greeley and Hansen submitted a request for Contract Amendment based on delays in bidding the project, change from CMaR to traditional Design/Bid/Build project delivery along with several other perceived changes that occurred during design. Several meetings to review this request convened in July 2023 and review by NUA is ongoing. To date, no agreement has been reached with Greeley Hansen on merit or potential additional costs that might be due.

Engineer: Greeley and Hansen LLC (Ana Stagg)

Lift Station D Force Main Replacement (WW0091): Another portion of the Lift Station D 16" ductile iron force main along 12th Ave N.E. is severely deteriorated and in need of replacement. Approximately 3,500 feet of this force main to just south of Rock Creek Road was replaced with 20-inch PVC in 2009. The area needing replacement because of continued breaks is on the west side of 12th from the end of the previous project to the point where it begins to gravity flow near the 12th Avenue Recreation Center. The project is expected to require 2,300 feet of new 20-inch piping, three air release vaults, and a new receiving manhole. After discussions with the Parks Department, the City of Norman will continue to lease the property needed for this project and will not purchase the property outright. Therefore, the project was kicked back off to identify the best alignment and then move forward to final design, easement acquisition (as necessary), bidding and construction. Additional survey work has been completed and the revised alignment does not appear to have any conflicts or issues that would prohibit its construction. Staff is currently reviewing revised 100 percent plans and submitted DEQ permit in February 2023. ODOT permit application submitted in March 2023. Plans were advertised and bid. Contract was awarded and construction will start in July. Construction ongoing and the majority of the pipe installation should be complete in August.

Engineer: PEC, Inc. (Chris Grizer)

Class A Sludge / Co-Composting (WW0312): This Project includes evaluation of biosolids co-composting via the windrow method to achieve Class A Biosolids for the Norman Utilities Authority (Owner) in Norman, Oklahoma. An evaluation of sites near the Water Reclamation Facility (WRF) will be evaluated as well. This scope of services also includes modification and update to Norman Water Reclamation Facility's existing Sludge Management Plan. Technologies were screened and Windrow Composting was determined by the Engineer to be the best alternative due to capital cost and operational familiarity considerations. The project was put on hold pending further discussions with landowners for land application of bio-solids that is a lower cost option than co-composting. Staff have located additional lands to allow for the continued land application of digested and dewatered biosolids which is more cost-efficient than co-composting. As such, this project will be closed out until a future need arises necessitating the project.

Engineer: Garver, Inc. (Steve Rice)

Septage Receiving Facility (WW0319): The Water Reclamation Facility (WRF) is often contacted regarding the possibility of taking trucked wastewater from hauling companies. Delivery of trucked wastes is not typically approved due to the undocumented quality of the trucked waste. Oklahoma City is currently the only municipal location in the metropolitan area for haulers to dispose of septage. The WRF could potentially generate revenue from companies hauling septage (septic tank clean-outs) and other acceptable wastes. Additionally, City of Norman residents utilizing a private sewage system could benefit through their private haulers having a closer disposal solution. To allow for the new facility, the current WRF treatment processes must be protected which may require temporary storage of the trucked wastes delivered to the WRF while water quality testing is performed to verify its acceptability. Preparation of an engineering study and design is budgeted for FYE19 while construction is budgeted for FYE20. This project is not a high priority for service reliability and has been deferred due to funding availability. This project will be closed out until the project is moved forward.

Engineer: Olsson, Inc. (Kevin Rood)

Sewer Maintenance Project FYE18 (WW0316): Annual project will replace about 27,800 feet of deteriorated sewer lines with High Density Polyethylene (HDPE) pipe and rehabilitate or replace about 108 manholes. Project area is bounded by Westbrook Terrace to the north, McGee to the west, Highway 9 to the south and Berry Road to the east. Staff is completing final review of plans and specifications in August and will bid project in September.

Engineer: Staff with assistance from Lemke Surveying

Sewer Maintenance Project FYE19 (WW0321): Annual project may replace about 22,000 feet of residential sanitary sewer lines and rehabilitate or replace about 108 manholes in the area bounded by W Lindsey St. to the North, 24th Ave SW to the west, Westbrook Terrace to the south, and Berry Road to the East. Preliminary project layout and scope definition are in progress. Draft plans were received May 2023 and Staff will review in August have bid ready in September.

Engineer: Staff with assistance from local surveyor

SE Norman Lift Station Payback (WW0306): Staff has recently updated the wastewater model to project flows generated from full build-out of the Destin Landing Development in SE Norman. A series of interceptors as well as one large lift station with flow equalization can eliminate one existing and three proposed lift stations in southeast Norman. This project will estimate project costs, assign wastewater generation estimates to undeveloped properties to be serviced, and prorate payback costs per parcel based on wastewater generation projections. Developers might initially fund the lift station and/or the NUA with a portion of the funding paid back as additional areas develop. RFP issued 06/12/18 for this work with proposals due 07/15/18. On 08/07/18, staff selected Search, Inc. to prepare the sewer service area study and evaluate its potential as a payback project. Staff has placed this project on hold as they work through new Comp Plan and the outcome effects of a possible turnpike.

Bishop Creek Interceptor Project (WW0174): Project will replace or parallel approximately 20,600 feet of existing sewer interceptors in the in the Bishop Creek wastewater basin to accommodate the full build-out wastewater flows. The project area generally lies between Highway 9 and Constitution and between Jenkins and Classen Boulevard. Staff will soon prepare an RFP to select design consultant for this and other water/sewer projects.

WATER PROJECTS:

Blending of Wells 5, 6, and 52 at the Water Treatment Plant (WA0369): This project will blend wells 5, 6, and 52, at the Water Treatment Plant (WTP) before entering the distribution system. Blending these wells will only require samples be taken at the blending site as opposed to each well, which will minimize time and money spent on sampling each month. This project will require approximately 2,200 feet of 8-inch waterline to bring well 52 to the 36th Avenue NE and Robinson Street intersection where it will combine with the line coming from well 5. An existing 12-inch waterline will then be converted to a non-potable line as it moves west on Robinson Street before it combines with well 6 and the distribution system at the WTP. In addition, two bores consisting of approximately 260 linear feet of 8-inch and 6-inch waterline under Robinson Street will be required to connect the neighborhoods on the north side of Robinson Street with the existing high pressure line on the south side of Robinson Street. An existing 10-inch waterline and old 24-inch concrete line at the WTP will be abandoned as part of this project. As part of a previous project, Freese and Nichols, Inc. recently designed the project to extend water transmission lines from the WTP to 24th Avenue NE. Since they are familiar with the lines in the area and the interconnection requirements at the WTP and would be able to provide design services for this project, staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this project as well. City Council approved the contract with Freese and Nichols, Inc. on May 11, 2021 for \$47,850. Staff had a project kick-off meeting with engineers on May 27, 2021. An Invitation to Bid was Published in the Norman Transcript on November 3, 2022 with a Pre-Bid Meeting held on November 18, 2022. A Bid Opening was held on December 1, 2022. Three contractors submitted bids ranging from \$584,950.00-\$748,235.00. The low bidder was Cimarron Construction Co. at \$584,950.00, which is over the Engineer's Estimate of \$548,939.00. The contract with Cimarron Construction Co. was approved by Council on January 10, 2023. A pre-Construction meeting was held on January 24, 2023. Contractors have made permanent street repairs to all locations and have finished all remaining punch list items. DEQ approved the memo associated with blending of these wells with the WTP when the HPP pumps are running. Staff is taking bacteriological samples and Line Maintenance will flush again before turning these wells on.

Engineer: Freese and Nichols, Inc. (Clay Herndon)

Jenkins Avenue Waterline Replacement (WA0353): This project will replace approximately 2,500 feet of existing 6-inch waterline with new 12-inch waterline in concert with the planned widening of Jenkins Avenue through the City of Norman Public Works Department. This project will also design a 1,000-foot extension of the Segment D transmission line recommended by the 2003 water mater plan. In addition, this project will install a non-potable reuse line from Imhoff Road to Constitution Street. Freese and Nichols, Inc. is currently under contract with Public Works to design the widening on Jenkins Avenue and also the intersection improvements at Jenkins Avenue/Constitution Street/Imhoff Street, so staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this waterline

project in order to ensure a cohesive design for both street improvements and the new water lines in this area. T Item 4.
contract with Freese and Nichols was approved by council on April 27, 2021 in the amount of \$95,740. Staff had a project kick-off meeting with engineers on May 27, 2021. Public Works will be combining the waterline work into the ODOT streetscape project. This will save money in restoration costs and allow for a shorter construction period for the entire project. Public Works is reviewing the current waterline plans before sending to engineers for revisions. Final plans, bidding, and construction dates will be determined based on the schedule for the rest of the project.

Flood Avenue Waterline Replacement (WA0328):

Project will replace approximately 12,700 feet of 16-inch water line from Robinson Street to Tecumseh Road, and about 2,900 feet of 12-inch from Tecumseh to Venture Drive with 16-inch C900 PVC pipe. The existing ductile iron pipe is not compatible with the corrosive clay soils. It is failing, causing service disruptions to customers and damage to driveways, streets, and yards. In combination with this project, the potential for using existing wells along Flood for blending back into the water system using the existing pipe after rehabilitation will be evaluated. Total bids for construction ranged from \$2.9 million to \$3.8 million. Southwest Waterworks was determined to be the lowest responsible bidder at \$2,854,724.50. City Council approved the contract with Southwest Water Works on September 14, 2021 in the amount of \$2,854,724.50. A pre-construction meeting was held on October 6, 2021. Construction began November 3, 2021 and will continue for 330 calendar days. The James Garner waterline between Acres and Robinson was added onto the contract for this project in February, with an additional 75 days added onto the project and a revised contract amount of \$3,325,518.50. A final claim and change order have been signed and are on the City Council docket for August 22, 2023.

Engineer: CP&Y, Inc. (John Levitt/John Gjendem/Richard Taylor)

Well Field Blending and Future Groundwater Treatment Site (WA0214):

This project will determine the best location, layout, and treatment processes for blending and treating the 41 active groundwater wells utilized by the City of Norman. All active wells are currently in compliance with the standards set forth in the Safe Drinking Water Act and Public Water Supply Operations are not required to provide treatment and residual disinfectant under Oklahoma Administrative Code 252:631. However, the NUA also treats and distributes surface water from Lake Thunderbird. Since the water from the surface water source and the groundwater wells is blended in the distribution system piping, ODEQ has indicated that the system will need to be modified such that a minimum disinfectant residual of 1.0 mg/L of total chloramines (NHCL₂) should be found throughout all parts of the system in the future. In addition, maximum contaminant levels (MCLs) of total chromium and arsenic may be lowered by EPA, and a new MCL for hexavalent chromium may be established in the future, thus requiring additional treatment for the groundwater wells. NUA entered into a contract with Carollo Engineering, Inc. on June 22, 2021 in the amount of \$95,090 to develop preliminary layouts for the future build-out of the facility including immediate needs and future treatment processes. The Notice to Proceed date was set for June 29, 2021 and a kick-off meeting and site field investigations are scheduled to be held on July 21, 2021. Staff met with SRB, LLC this month to obtain assistance for acquiring the land needed for the blending location which includes review of property records, survey and map, and negotiation assistance. A Purchase Order was created for \$16,200 for these services, and a 28-acre parcel of land was approved to be purchased by Council on February 22, 2022 in the amount of \$800,000. This 28-acres, which became for sale in 2021, is located near a potential site that was evaluated as being in a more favorable location based on the layout of our wellfield, as indicated by a hydraulic model conducted by Plummer Associates, LLC. A final Technical Memo was received from Carollo in August 2022 and was sent to Plummer. This memo will be utilized by Plummer to determine the layout and modeling needed for the preliminary disinfection system. The engineering contract with Plummer for design of the disinfection system was approved by Council on October 11, 2022 in the amount of \$528,900. Staff had a kick-off meeting on November 1, 2022 with engineers. Staff held the chlorine demand and disinfection byproducts testing on December 19, 2022 at the WTP. No DBPs were detected and demand was very low, as expected. Engineers are working on a preliminary engineering design. They have completed roughly 20%.

Site Evaluation Engineer: Carollo Engineering, Inc. (Tom Crowley & Rebecca Poole)

Land Acquisition: Smith Roberts Baldischwiler (Bryan Mitchell)

Disinfection System Engineer: Plummer Associates (Alan Swartz)

James Garner Ave Waterline Replacement from Main to Duffy (WA0338): This project will replace the aging 6, 8, 12, and 16-inch waterlines between Main Street and Duffy Street along James Garner Avenue in conjunction with the Public Works Department James Garner Avenue Streetscape project currently being designed by Cowan Group Engineering,

LLC. The waterlines in this area are over 50 years old and have experienced failures that disrupt water service and traffic flows. Replacement of these waterlines prior to the surface improvements would ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacements work. NUA entered into a contract with Cowan Group Engineering, LLC in the amount of \$93,800 on June 22, 2021. A contract transmittal was sent with a start date of June 29, 2021. A kick-off meeting was held February 15, 2022 after 60% streetscape plans were completed. Funding for the streetscape work will be determined in March, which will determine when the waterline project needs to begin. The waterline will need to be completed before the roadway work begins. 65% plans were recently received. Staff provided the engineer with comments this month and are waiting for revisions to be made.

Engineer: Cowan Group Engineering, LLC (Jeff Cowan)

Phase II – Porter Avenue Waterline Replacement (WA0354):

This project will replace approximately 1,500 feet of aging 8-inch and 5,000 feet of 12-inch waterline along Porter Avenue from Robinson Street to Alameda Street in conjunction with the Public Works Department Porter and Avenue Streetscape project. Part of this project (Main Street to Rich Street) was already completed as part of Public Work's ODOT funded Transportation Bond project. Replacement of these waterlines prior to the surface improvements will ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacement work. NUA entered into a contract with Cabiness Engineering, LLC (Garver Engineering) in February 2021 in the amount of \$58,100. Staff received final design plans and sent an invitation to bid to the *Norman Transcript* for publication on December 23, 2021 and December 30, 2021. A mandatory pre-bid was held on January 4, 2022 and the bid opening will be held on January 20, 2022. Bids were opened on February 3, 2022 and four contractors submitted bids. Cimarron Construction Company, LLC submitted the lowest and best bid for the Base Bid and Alternate B at \$2,039,328. The Contract and Bonds were signed and approved by Council on February 22, 2022. A kick-off meeting was held on March 4, 2022. City staff and the Engineer are in the process of reviewing submittals provided by the Contractor. The Engineer is also working on getting a final conformed set of plans together showing the alternate bid that was awarded. Construction start date for the Notice-to-Proceed was March 14, 2022. Rather than a number of days for construction completion, this project has an end date for construction of July 15, 2022. This is to ensure the waterline work is finished prior to the streetscape work. Work began on March 14, 2022. A final change order and pay app was approved by Council on November 22, 2022. As-builts were recently received from the Engineer who noticed the new waterline conflicted with a few future light poles and future storm drain that will be constructed by Public Works. Adjustments will be made to the light pole design by Public Works. Line Maintenance potholed and took accurate elevations of the waterline in these areas. Utilities staff attended the pre-work meeting for the streetscape project, which has a start date of April 3, 2023. Their contractors will start on the south end and move their way north. They will let us know when they have the far west lane close at Himes so that we can contact Cimarron to install the missing bends needed for a new storm drain. The light poles that will be in conflict with our waterline will be moved a few feet in the field to accommodate these conflicts.

Engineer: Garver Engineering (Bret Cabiness/Sean Price)

Water Treatment Plant Carbon Dioxide Tank Replacement (WA0374):

The existing carbon dioxide tank at the City's Water Treatment Plant is aging and vendors are not able to supply replacement parts to the model any longer. Carbon Dioxide is used to adjust the pH of the drinking water which effects its scaling and corrosivity potential, so a new tank is necessary. This project will involve removal of the existing 30-ton carbon dioxide tank at the water treatment plant, complete installation of new tank 30-ton tank of correct make and model specified or approved equal, demonstrating correct operation and dosages both manually and remotely, and training water treatment staff on operation and maintenance. Staff awarded the removal and installation to Wynn Construction Co. for \$75,000. Staff awarded the purchase and delivery of the tank to Tomco Systems in the amount of \$228,975 in December 2021. The purchase authorization was approved by Council on January 18, 2022. Tomco moved forward with ordering the tank on April 25, 2022. The new tank was shipped on September 28, 2022 and it was delivered to the WTP on October 3, 2022. The apparatus on top of the tanks has been leaking since installation. It was installed for the tank and the threads did not fit properly. So, a new apparatus arrived to plant on January 24, 2023. Replacement and shut down of the plant occurred on January 26, 2023. Tomco informed staff that this new apparatus was quality control checked against the appropriate pressure. However, Tomco staff noticed one of the heating elements was not working properly during installation of the new apparatus. A 1-year mechanical warranty is required for this tank and Tomco was notified that they need to provide replacement of this as well. The heating element was repaired on 3/10/2023 and all components of the tank are working properly. A final payment was made to Tomco on 3/13/2023.

Water Treatment Plant Clarifier 1 and 2 Rehabilitation (WA0375):

Clarifiers 1 and 2 at the Water Treatment Plant (WTP) were installed in 1965 and have experienced deterioration warranting replacement of gearboxes and motors, in addition to new coats of paint. After 55 years in service, it's expected that the structural integrity of these clarifiers will have decreased. In July 2021, staff hired Suez Water Technology Solutions Services, Inc., who currently own the "Accelator" technology employed by these two clarifiers, to perform a visual inspection on one of the clarifiers. They found pitting and corrosion of steel and indicated the need to repair/replace the launder and outer wall brackets, in addition to realignment for the hood structure and circular deckplate, and repainting the structure. This project will first entail a more in-depth condition assessment of both clarifiers 1 and 2 by Carollo Engineers, Inc, including visual and non-destructive testing of the concrete to determine areas of possible concern and ultrasonic thickness testing for metal structures. A final technical memorandum will be provided with their findings in addition to estimated costs for needed repairs in order to obtain reliable capacity from the clarifiers for the next 20-40 years. A contract with schedule, scope, and fee of \$73,991.00 was obtained with Carollo and was awarded on December 14, 2021. Staff held a kickoff meeting with Carollo on December 22, 2021. An inspection and metal thickness testing was held on January 27, 2022. Paint samples were collected on February 8, 2022 for lead testing. A final Technical Memo was received in June 2022 which explained the most necessary repairs needed on clarifiers 1 and 2 are structural and electrical elements. To repair these elements only, the cost would be about \$551,096. In addition, alternates were provided for additional repair/replacements that aren't as dire. Alternate 1 consists of structural and electrical repairs in addition to metal repairs and recoating. Alternate 2 consists of structural and electrical repairs in addition to replacing both clarifiers with new carbon steel tanks. Alternate 3 consists of structural and electrical repairs in addition to replacing both clarifiers with stainless steel tanks. Cost for these alternates are \$2,306,254, \$2,742,868, and \$2,887,684, respectively. Life cycle costs decrease with each alternate. In addition, repairs and recoating to clarifier 3 were included at a cost of \$502,695. WTP staff are reviewing what they would like to do moving forward based on funding and timeline. Staff has determined that clarifier 3 is in most dire need for recoating/potential metal repairs and would like this to be accomplished with funds for this project. Repairs to clarifiers 1 and 2 would be completed at a later date if funding allows. Staff met with Carollo on July 19, 2023 to discuss combining this work with other WTP projects that need to be completed.

Southlake Addition Waterline Replacement (WA0352):

This project will replace approximately 7,500 linear feet of aging waterlines within the Southlake Addition, which is located between Cedar Lane and State Highway 9, just east of Classen Blvd (SH 77). The existing lines are ductile iron pipe that were installed in the 1980s and have experienced a significant amount of corrosion, causing a significant number of breaks impacting water service to the neighborhood. This project will install replacement 8-inch mains to replace the existing lines, along with minimal amounts of 6-inch for small streets and short dead-end lines, and will then reconnect services for the residents. A Request for Proposals (RFP) for this project was published in the Norman Transcript on July 15, 2021. Staff received 18 proposals on August 5, 2021. Staff reviewed each proposal and selected a firm using the ranking criteria listed in the RFP. Smith Roberts Baldischwiler (SRB) ranked the highest and was selected for the project and a contract in the amount of \$59,000 was awarded on November 9, 2021. Line Maintenance potholed 27 locations (approximately 20%) in this neighborhood to determine if lead service line replacement will be necessary. All service lines potholed were found to be made of copper. Bids were opened on July 13, 2023 where Cimarron Construction Company was the low bidder at \$2,631,347.00. This number includes replacement of Southlake Addition waterlines as well as waterlines at 1932 E Lindsey Street that have had frequent breaks in the last fiscal year, for which Line Maintenance has had to temporarily repair. This contract is set for City Council approval on August 8, 2023. Staff is working with property owners to acquire easements on the northwest and southeast sides of the addition before construction begins.

Engineer: SRB (Marc Long)

Water Line Replacement, Parsons Addition (WA0246): A contract (K-1819-87) with Cabiness Engineering, LLC (now part of Garver) was approved by NUA 12/11/18 to design the replacement of approximately 4,500 lineal feet of water line in the Parsons addition. Due to the project's close proximity to campus, the design process included public input from University of Oklahoma (OU), OU's sororities and fraternities, homeowners and landlords, and, based on that input and discussions with consultant and potential contractors, it was determined that the best of course of action would be to divide the project into two phases that would proceed generally during summer months when OU is not in regular session. As part of this process, it was also decided to install replacement mains in the streets rather than sidewalks wherever possible. Phase I was scheduled to begin July 1, 2019, and Phase II was originally scheduled for the summer of 2020.

Bids were opened for Phase I on June 13, 2019 and SW Water Works was low bidder at \$828,112. NUA approved contract June 25, 2019 and construction began July 8, 2019. Crews completed last concrete pours November 5, 2019. A

final walk through by staff was performed on November 8, 2019, and NUA approved final as-bid to as-built quantity change order on January 28, 2020.

In March 2020, 2021, and 2022, Phase II was delayed until the following Spring each year, and determination has now been made to proceed with this project in Spring of 2024. NUA will commence coordination discussions with OU, and OU Sororities and Fraternities, homeowners and landlords in the area in preparation for the Spring 2024 work. It is expected that this coordination will confirm limiting construction to the period between OU's Spring 2024 graduation and the start of OU's Fall 2024 semester, in other words, between May 13 and August 18, 2024. In order to ensure a contract has been awarded to the lowest and best bidder and that the selected bidder has ample time to order and receive construction materials, project will be bid well in advance, possibly as early as the Fall of 2023.

Engineer: Garver/Cabbiness Engineering, LLC (Sean Price)

Robinson Water Line: 24th Ave NE to 12th Ave NE – Jacobs Engineering was selected as the consultant for the 30-inch water line project from 24th Ave NE to 12th Ave NE. The contract was approved by NUA on November 26, 2019, and project kickoff meeting was held January 14th, 2020. On May 6, 2020, a preliminary plan review meeting convened with NUA and Jacobs staff in attendance, and updated preliminary plans were approved in August 2020. In February 2021, 65% plans and specifications were submitted, and, after review by NUA and additional investigations by Jacobs, the 65% plans were approved in late 2021 with a revised alignment that included 900 LF of pipeline being installed in the southernmost traffic lane of E. Robinson Avenue.

During April 2022, the decision was made to defer construction on this project until Fiscal Year 2023/24. From that point, final design work and easement acquisition was scheduled at a pace intended to synchronize completion of final design, permit application/receipt, and all easement purchases with a scheduled advertisement date of early May 2023. However, while preparing easement documents during Summer 2022, Jacobs determined that there was a potential issue with a long segment of their alignment that was intended to be in easements on property owned by the United States Department of Veterans Affairs (VA) and J.D. McCarty (McCarty). There were existing easements owned by Oklahoma Gas & Electric (OG&E) on both properties (seemingly much larger than needed to accommodate OG&E's overhead power lines in the area) extending into the area Jacobs intended to use for their current alignment for this project. After consideration of several alternatives, it was agreed to determine if OG&E would allow encroachment in their easement as long as it was a reasonable distance from their overhead lines, and in December 2022, OG&E furnished authorization to encroach on their easements on the VA and McCarty properties. As a result, Jacobs is now able to proceed with final design and acquisition of easements so project may be readied for bid.

As noted above, two of the easements required for the project must be purchased from the VA and McCarty who both own large properties fronting on the south of side of E. Robinson Avenue. VA and McCarty are also two of the large property owners in Norman who have multiple meters that NUA would like to replace with a single master meter. Now that negotiations for these two easements can begin again, NUA will work to negotiate master meter agreements concurrently with Jacobs' easement negotiations and incorporate the meter replacement work into this project.

In May 2023, Jacobs advised that they were preparing a request for a contract amendment for various perceived extras encountered during design to date, and they expected to submit this request in June 2023. NUA agreed to review the details of the request upon receipt, but did not necessarily agree that an amendment of any amount was merited. To date, this request has not been submitted. If, upon receipt and review, NUA finds an amendment is merited, final costs would likely be negotiated during late Summer or early Autumn 2023 and the Amendment submitted for City Council approval in Autumn 2023.

Assuming project is not deferred again for budgetary reasons, project is expected to advertise as soon as easements can be completed and Permits issued. Finalizing easements and master meter agreements and obtaining permits is likely to continue into Autumn 2023 with Bidding and Contract Award to follow in the late Fall of 2023. Construction would then commence in early 2024. Project completion is then projected for late Fall 2024.

Engineer: Jacobs Engineering (Arun Srinivasan)

Lindsey Water Tower Rehabilitation and Non-Potable Water Expansion Study - Lindsey Tower was decommissioned

several years ago because it is not high enough to act as viable potable water system storage at current system operating pressures. In 2020, the coatings on the tower began to show signs of deterioration. For this reason, Dunham Engineering evaluated the condition of the tank in the Fall of 2020, and they determined that the underlying steel was in good condition and the tank could be repainted and recommissioned for many years of additional service if needed. In July 2021, NUA requested that Dunham provide a proposed scope and fee for Lindsey Water Tower rehabilitation. Dunham submitted their proposed scope and fee in early October 2021. Scope and fees were negotiated. However, before submitting Contract for City Council approval, NUA will await outcome of ongoing study being performed by Plummer Engineering, which is described in the following paragraphs and will directly impact future usage, if any, for Lindsey Tank.

In October 2021, NUA requested that Plummer Engineering furnish a proposed scope and fee to analyze the possibility of extending a non-potable water system from the Norman Water Reclamation Facility (WRF) to Reaves Park on the University of Oklahoma (OU) campus and to 10 to 15 other potential customers to the east of the WRF and Reaves Park, generally on or near Highway 9, as described Norman's 2060 Strategic Water Supply Plan. This reuse system would necessarily run in close proximity to Lindsey Tower so, as part of their analysis, Plummer has also been directed to assess the possibility of repurposing Lindsey Tower as dedicated storage for the new non-potable system. Plummer's scope and fee was finalized in November 2021 and their Contract was approved by City Council on December 14, 2021. In March 2023, City of Norman furnished additional requested data to Plummer to assist in finalizing their analysis. A final report is expected to be issued during Summer 2023.

Assuming the Plummer study affirms repurposing Lindsey Tower as dedicated non-potable storage, a Contract for Dunham to prepare bidding documents for, and to inspect construction of, rehabilitation work on Lindsey Tower would be submitted to Council in August 2023, and, upon approval, Bidding Documents would then be completed and project advertised, bids opened and contracts awarded in September/October 2023, which would allow for rehabilitation work, including possible abatement work if Dunham determines that existing coatings on tank contain lead-based paint, to be completed during the late summer and fall of 2023 before winter weather can impact coating work.

If Plummer's report does not recommend repurposing Lindsey Tank for non-potable storage, tank may be further evaluated to determine if it can be recommissioned and viably used for potable water storage. Depending on the outcome of this final evaluation, there is a range of possibilities for the future of Lindsey Tank. If no viable use can be found for Lindsey Tower at that point, it may be recommended for demolition. If it is determined that construction of additional infrastructure (for example a booster pump station) could again make Lindsey Tower viable as potable water storage, both from a financial perspective and an engineering perspective, it could be part of a future project that combines rehabilitation of Lindsey Tower with construction of the identified new infrastructure that would see the rehabilitated tower returned to service upon completion of construction.

Engineer: Dunham Engineering for Lindsey Tower (Joe Seiter) and Plummer (Dexter May) for Non-potable Water System Study.

Advanced Metering Infrastructure (WA0351): The City of Norman has an aged water meter population and current and improvement technology have improved such that advanced metering infrastructure would provide significant benefits for the City and its customers. The implementation of this technology will reduce staff requirements for the reading of meters and will ensure more timely and accurate readings. With daily water usage information accessible for staff and the customer, customers will be able to be notified of leaks and better understand how water is used at their property. This will also help with water conservation efforts and billing resolutions. In addition to water metering improvements, the system and technology will also be leveraged to the maximum extent possible for monitoring the water system and other City needs. The consultant has completed the assessment phase of the project. The procurement phase, specifically the generation of the Request for Proposal, began in November. In May 2022, the Bureau of Reclamation notified staff that the City was awarded a \$500,000 grant under the Watersmart program or a \$2,000,000 grant under the Bipartisan Infrastructure Law program. Upon direction from City Council, staff is moving forward with this project to fully implement the project. Request for Proposal (RFP) 2223-13 was issued on August 25, 2022. Proposals have been received. Three vendors were short-listed and interviews were completed November 15-17, 2022. The top-ranked vendor was selected and contract negotiations are underway. Variance requirements from BOR and OWRB are impacting the finalization of the contract.

Master Meter Project – Bids to install 10 master meters were opened 7/24/14. An agenda item was taken to Council but suspended until written documentation was obtained from USPS, MNTC, JD McCarty, and Veterans Center. On 6/19/17, staff received approval from USPS to install one meter and vault to accommodate a water line project they had underway. This project was completed 7/27/17. The permission letter they provided allows staff to complete the two other sites for USPS. Staff has made contact with MNTC and is scheduling a meeting in April 2018 to obtain similar written documentation to allow for the 3 new meter vaults to be installed on their property. Staff contacted the State of Oklahoma to obtain similar letter for JD McCarty and Veterans Center which have 2 new meter vaults each to be installed. Staff met with State of Oklahoma Real Estate officials and they requested additional information but seem amenable to our project. Additional documents were sent for their review. They emailed they are currently reviewing documents as of 6/6/18. Staff is designing a project along Robinson that will front the J.D. McCarty Center and the Veteran's Center. Staff is planning to meet with State officials as part of that effort. Staff has been unable to establish a meeting with MNTC. Though MNTC, JD McCarty, and Veterans Center are not onboard with installing master meters at this time, staff will work with USPS to install 2 additional meters at their facility. Our consultants for the Robinson water line project 24th NE to 12th NE have begun discussion with OMES and Department of Mental health regarding easements for both water line and meter vaults. These two large property owners with whom easement agreements must be negotiated, are also customers with multiple meters with whom NUA intends to negotiate an agreement on master metering. The current intent is to negotiate both easement purchase and master metering agreement concurrently and to incorporate master meter installation for both into this project. Staff will continue to work on obtaining these agreements. In addition, staff is evaluating meter locations at the USPS with in-house forces.

SANITATION CAPITAL PROJECTS:

Compost Facility Scale House (SA0019):

This project will modify the existing City compost facility layout located at Bratcher Minor Road, west of Jenkins, to facilitate a more efficient operation for the public and facility, install scales used for weighing large loads of compost, and construction of a modular building with potable water and sanitary sewer for staff in charge of coordinating with customers. This building will also replace the prefabricated building purchased in 2003 that has become severely deteriorated and inadequate. Based on the project scope, staff appointed TriCore Group, LLC as the engineer responsible for design and bidding services. City Council approved the contract with TriCore Group in the amount of \$30,500 on May 11, 2021. Staff met with Engineers on March 4, 2022 to discuss preliminary plans. It was determined that a permanent building be built, rather than a prefabricated building, to better accommodate operations. In order to do this, Engineers had to subcontract an architect for the design of the building. An amendment to the contract for architectural services was approved by Council on April 12, 2022, which increased the cost of engineering services to \$39,000. The engineer requested an increase of \$4,000 to the contract in order to pay for redesign of the architectural plans. Staff is working on revisions to the contract to approve a final contract amount of \$43,000. Staff received final plans and specifications from the engineers on September 6, 2022 and are reviewing before starting the bid process. Planning reviewed the current set of plans and sent their comments on June 23, 2023. These were forwarded to the Engineer for incorporation to the final plan set. A quote for access control and cameras (Convergint) and low voltage (TransTel) was obtained by IT this month as well. Staff is just waiting on a final set of plans from the Engineer.

Engineer: TriCore Group, LLC (Greg Vance)

Transfer Station Renovations (SA005):

The Transfer Station has several elements that have deteriorated since its installation in 2008 due to its heavy use. This project will repair the Transfer Station floor install fire suppression system, truck parking area, and improvements to the building exterior. Repair of the floor and installation of the fire suppression system will be expedited and the Transfer Station will be required to stay in operation during the entire construction. Request for Qualifications were sent on September 29, 2022 and an optional on-site meeting was held on October 11, 2022. Qualifications were due Thursday, October 20, 2022 and one firm, Parkhill Engineering, submitted qualifications. Staff approved the qualifications submitted by Parkhill Engineering after reviewing their qualifications. A scope was received by Parkhill on December 19, 2022. Staff is still reviewing before Council approval.

New Sanitation Office Building: The Sanitation Department has outgrown their current office space. Because their existing facility cannot be readily expanded and because it is not laid out in a way that would allow renovations to create a more efficient workspace, a new facility must be constructed. On January 12, 2021, Norman Municipal Utilities Authority (NMUA) approved a design contract with The McKinney Partnership Architects PC (TMP) to design this new facility, and design commenced immediately thereafter. TMP completed Design Development level plans and specifications in April 2021 and final plans and specifications in January 2022.

Project was advertised on February 10 and 17, 2022 and bids were opened on March 3, 2022. Crossland Construction Company (Crossland) was deemed the lowest and best responsible bidder and a contract was awarded to them on April 26, 2022. Construction work commenced on April 29, 2022. Project is now complete. Final acceptance and final payment were submitted to City Council and they approved on July 11, 2023. Final payment has been issued.

Architect: The McKinney Partnership Architects PC (Toni Bragg)

Truck Wash Facility (SA0015)/ Container Maintenance Facility (SA0009) / Household Hazardous Waste Facility (SA0012): Project will provide an automated truck wash facility at the sanitation storage yard north of the WRF and will provide a new enlarged maintenance, and regulatory compliant welding and painting facility for solid waste collection containers. The Truck Wash Facility will be available to all City vehicles, but designed primarily for large equipment. For the container maintenance facility, the proposed location is adjacent to the Truck Wash Facility to allow for efficient operations by staff. Upon learning of the potential bus wash facility to be constructed at the North Base Campus, Utilities and Public Works have begun coordination of the facilities and the potential to combine efforts into facility capable of meeting needs for both departments and the City.

A Household Hazardous Waste Facility will also be included within this project. This Facility is necessary to allow for City residents a timely disposal option for household wastes that cannot be disposed using their normal polycart service. Currently, an annual collection day is held for City residents to dispose of their items but this has proven to be challenging in recent years.

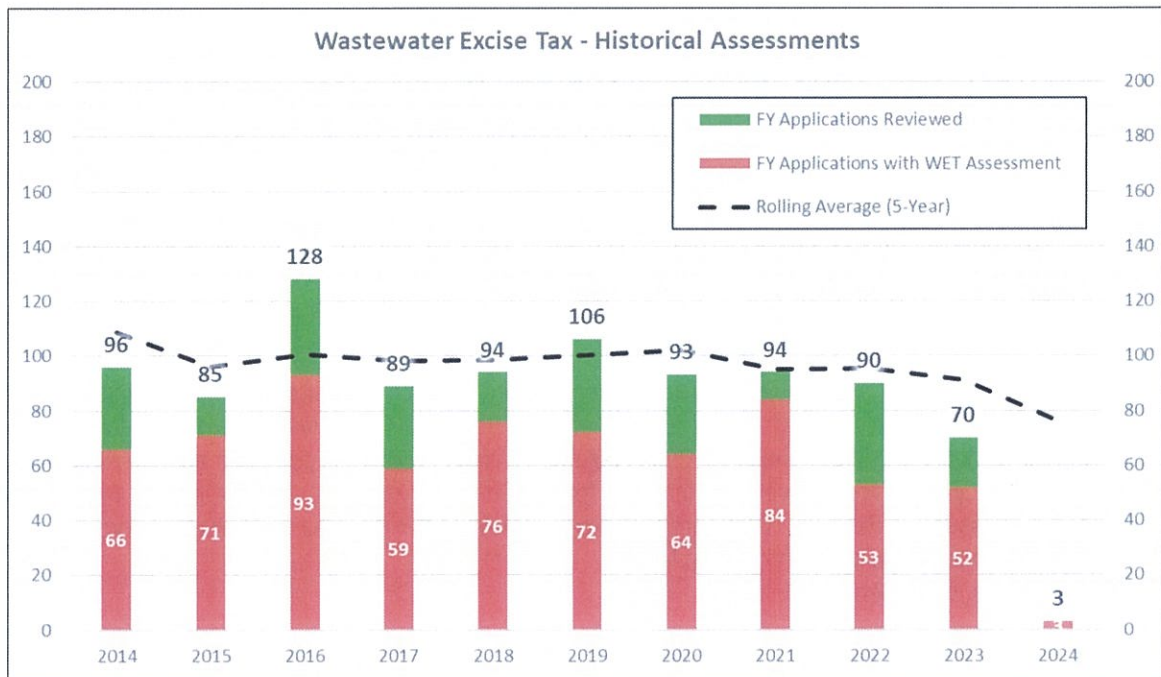
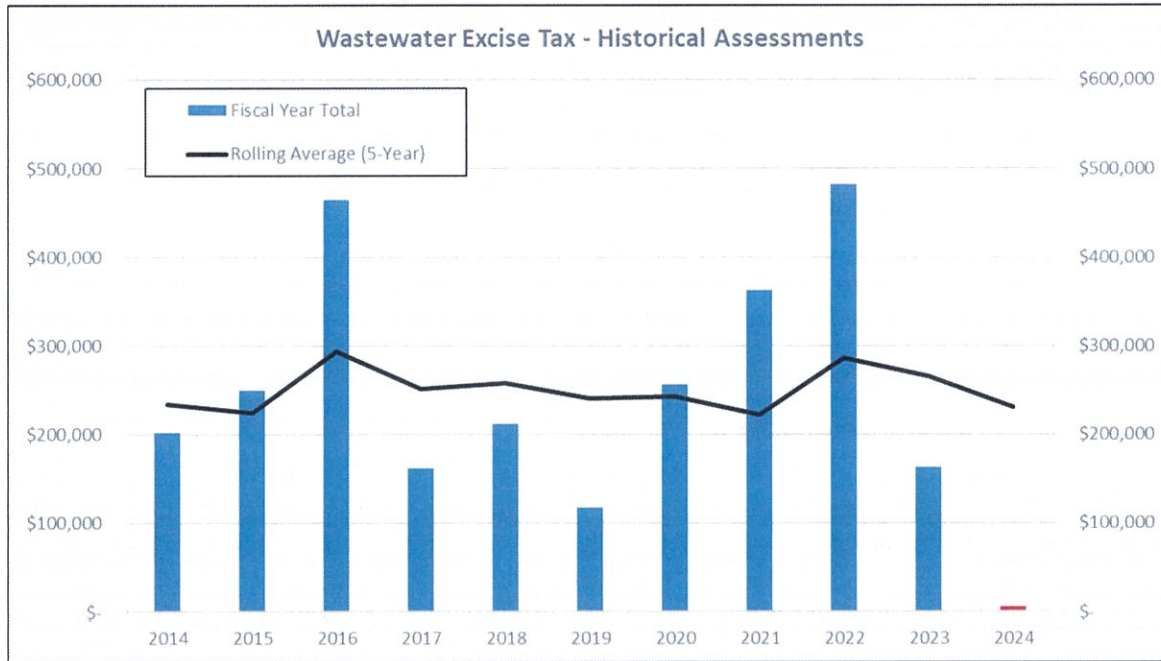
Preliminary design efforts have identified potential improvements to the final product that warrant modifications to the project scope that required a contract amendment with the Architect. Amendment No. 1 was approved by City Council in February 2020 and included changes to the site for the Household Hazardous Waste and Container Maintenance facilities and entry drive modifications to the Transfer Station facility to improve accessibility and safety for vehicles entering and leaving the facility.

The property has been rezoned to add Municipal Use for the property to meet current code requirements. The final plans were completed and advertised. Bids were opened and contract K-2021-10 was awarded to the Landmark Construction Group on January 12, 2021. The Household Hazardous Waste building is complete and the ribbon cutting was held on February 1, 2022. All finals have been obtained for the Container Maintenance building and the Certificate of Occupancy should be issued in February. Both projects are complete and in operation. All work is complete. Staff will have the final acceptance on the second docket in March.

Architect: Studio Architects, LLC (George Winters)

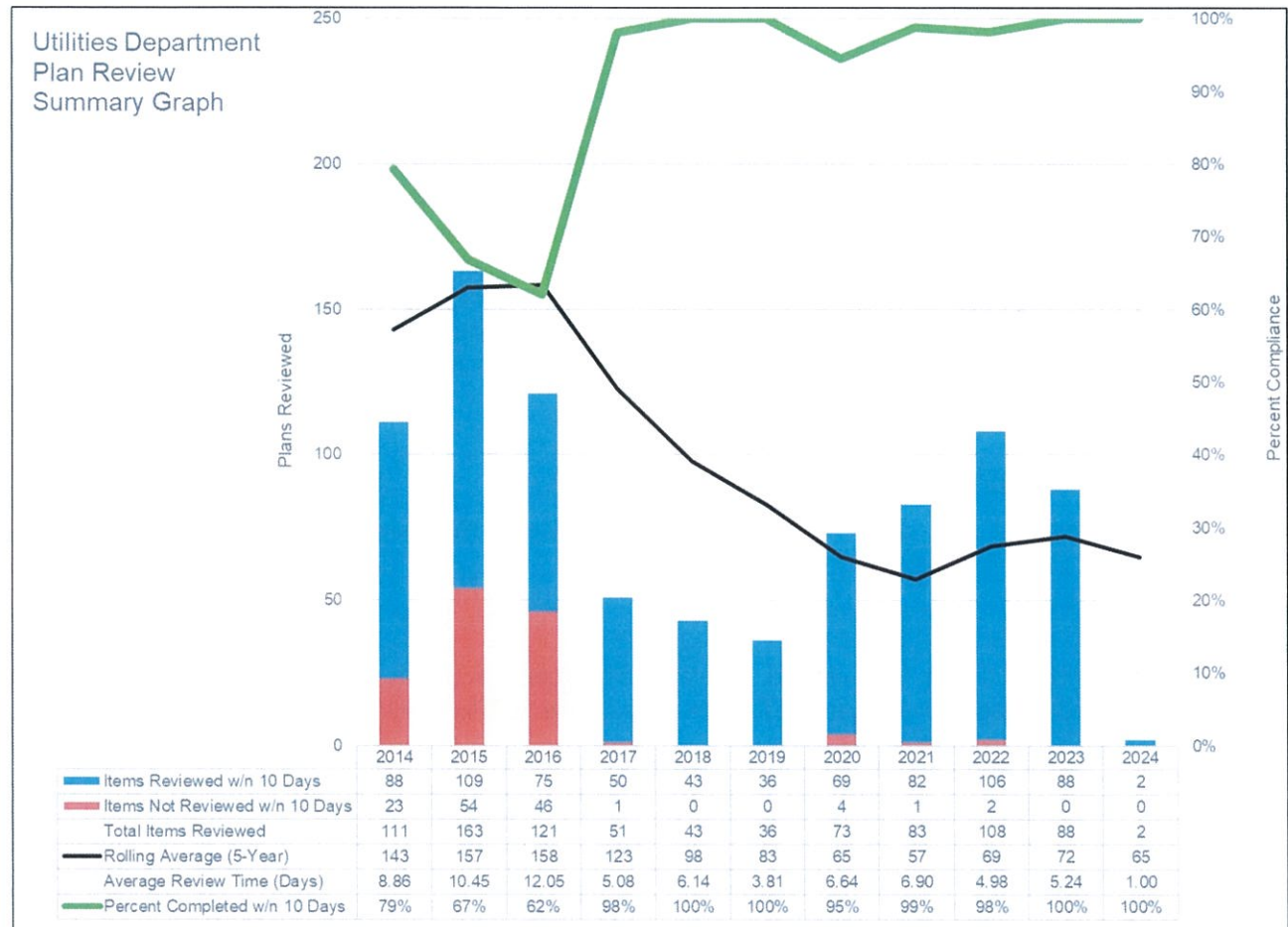
Wastewater Excise Tax – Non-Residential:

WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on 1 commercial entity last month. The application was assessed since the application was determined to increase wastewater flows over the previous use of the site. For the fiscal year, 1 commercial property was reviewed and a total of \$1,283.09 was assessed to the entity that will increase wastewater flows for the respective property. Below are graphs showing the amount assessed and the number reviewed (current through date of report preparation).



PLAN REVIEW:

Two plan sets were reviewed this past month. Staff has reviewed 2 plans for the current fiscal year with an average review time of 1 day and with 100 percent of plans reviewed within 10 days.

**RECOUPMENT PROJECTS:**

1. NW Sewer Study: 36th Interceptor & Force Main Payback projects established in 1998/1999: Because of abandonment of Carrington LS, two resolutions reducing number of parcels requiring payback approved 01/10/12. Releases for many properties now served by North interceptor system projects were filed of record in 2012. NUA approved appropriation of payback funds on 12/05/17. Collected payback fees of \$697 for Jolley Addition on 03/23/18. NUA approved appropriation of payback funds 12/10/19 allowing staff to issue payback checks to developers in late December 2019.
2. Sewer Service Area 5 Payback: Payback project established by R-0304-13 for NUA share of sewer improvements along Highway 9 from the Summit Valley Lift Station to the USPS.
3. North Porter Waterline Payback: Payback project established 04/12/05 for 12-inch waterline constructed by Calvary Free Will Baptist Church along Porter Avenue from Tecumseh Road north. Total payback to date is \$0.00 of potential \$61,177.
4. 36th Avenue NW Waterline Payback: Payback project established 08/24/99 for 24-inch waterline along 36th Avenue NW from Tecumseh Road to SE 34th in Moore. Total payback to date is \$65,123.

5. 24th Avenue NW Waterline Payback: Payback project established 04/22/08 for 24-inch waterline along 24th Avenue N from convention center to Tecumseh Road. Medcore billed \$27,212 on 04/15/20; total payback to date is \$87,074 of original project cost of \$346,134.
6. Post Oak Lift Station Payback: Payback project approved 04/14/09 for sewer and lift station improvements to serve the Links development and other properties in SE Norman. Construction complete and final payback costs approved 01/25/11. Parcel 5 payback of \$15,717.09 paid 12/15/15; total of \$15,717.09 paid to date and will be returned to Links at end of fiscal year. Payback funds returned to Links in January 2018. Links check reissued in July 2019 as previous check was never cashed.
7. Interstate Drive Waterline Payback: NUA approved payback project on 04/22/14 for waterline improvements in University North Park in conjunction with the extension of Interstate Drive. Construction was complete in late 2015. Staff has finalized project costs, payback amounts and the Final Payback resolution approved 12/10/19. Hudiburg Subaru billed \$28,540 on 04/24/20 and UNP was billed \$32,963 for detention pond on 04/24/20.
8. Ruby Grant Waterline Payback: NUA will soon consider a new waterline payback project for waterline improvements along Franklin Road in conjunction with the Ruby Grant Park Improvements. Norman Forward through the Parks Department will fund 50% and the NUA will fund the remaining costs to be paid back over 20 years as property to the north develops. Design plans are complete and project will bid 07/25/19. Ruby Grant Waterline Payback project approved by Council 12/10/19; construction of 12-inch waterline is nearing completion. Battison Honda is considering new development along Interstate Drive north of Franklin Road that will connect to the Ruby Grant Waterline.

Private Water Well Permits Issued

3 Water Well Permits (23-3161, -3377 and -3408) were issued for the month of July.

WATER AUDIT:

The FYE2023 Water Audit has been created. A data validity score of 46% was obtained. The WTP started recording water volume used for backwash this year, so this was added to the "unbilled metered" consumption data.

**DIVISION OF ENVIRONMENTAL RESILIENCE AND SUSTAINABILITY JULY 2023
SUMMARY**

	MONTHLY	YEAR-TO-DATE
STORMWATER CONSTRUCTION SW		
INSPECTIONS	109	109
ACTIVE SITES	100	100
CITATIONS	0	0
NOVS	0	0
CDOS	0	0
SWOS	0	0
ECPS	2	2

STORMWATER MS4 OPERATIONS		
ACTION CENTER	14	14
PWSTORMWATER	1	1
CALLS	14	14
OTHER	18	18
TOTAL INQUIRIES	47	47
OUTFALL INSPECTIONS	0	0
MCM 5 INSPECTIONS	63	63
MCM 6/P2 INSPECTIONS	0	0

PRETREATMENT/FATS, OILS, AND GREASE (FOG) PROGRAM		
FOG INSPECTIONS	30	30
FOOD LICENSE APPROVAL	2	2
SIU INSPECTIONS	1	1
SIU SITES SAMPLED	0	0
TABLE II MONITORING (%)	100	100
TABLE III MONITORING (%)	75	75

HOUSEHOLD HAZARDOUS WASTE		
HHWF: CARS SERVED	83	83
HHW MATERIAL COLLECTED	5557	5557
E-WASTE: CARS SERVED	0	0
E-WASTE COLLECTED	0	0
TOTAL CARS SERVED	83	83
TOTAL MATERIAL COLLECTED	5557	5557

REVENUE		
FOG PROGRAM	100	100
SURCHARGE	6451.21	6451.21
LAB ANALYSIS RECOVERY	0	0
INDUSTRIAL DISCAHRGE PERMIT	0	0
TOTAL	0	0

ECAB

Provided staff liaison support including attending meetings, preparation of minutes, speaker scheduling and issue research.

Facilitated Yard by Yard, Composting and Recycling Education Information

Continued work on updating the US MCPA.

Planning Tours of JCI and Landfill

DoERS

Actively serve on Boards of organizations such as LTWA, COSWA, OCASA, and OKRA

Helped facilitate LTWA Rain Barrel Workshop at the Well on July 1 (NLAM)

Active participation in LTWA Carrington Project subcommittee for retrofit of existing LID BMPs with monitoring

Active participation in the Wetland Group team call.

Coordinating with Parks on the Alameda/Carter Nature Park.

Working on expanding electronics collection year-round, and set October 28 as next e-waste date.

Rain Chain Workshop at Central Library on July 23, 2023

Coordinated and implemented activities for Love Your Lake Week and National Lakes Appreciation Month (NLAM)

Chao and Loudonback attended the OFMA SWQT Workshop

Kickoff meeting after initial investigation with Norman Solar Initiative Contractor.

Coordinated City Manager recording of Everyday Environmentalist ad recording

Planning and Coordinating Monarchs in the Park for October 1 in Andrews Park

Demonstrated the Enviroscape at Libraries Love Lakes STEM time on July 26, 2023

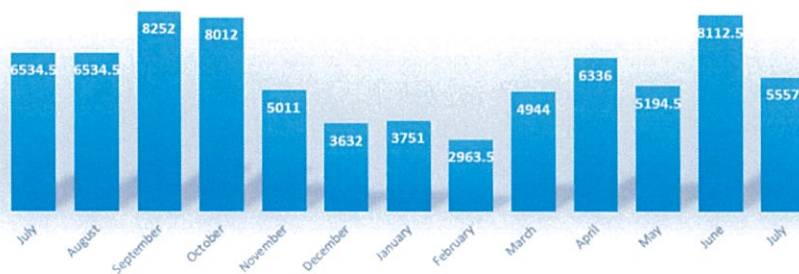
Coordinated and implemented a cleanup and workshop at Central Library on July 29

Coordinated and implemented LTWA's Bug and Fishes of Lake Thunderbird at Lake Thunderbird Boathouse.

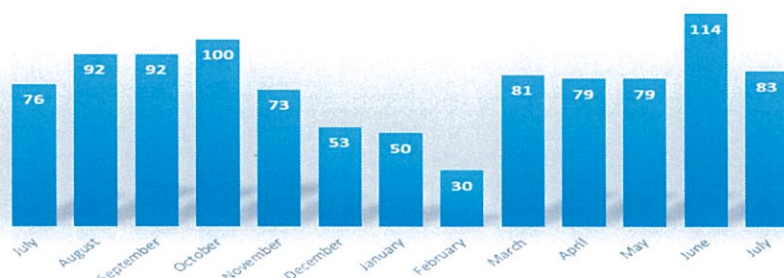
Submitted DoE initial grant interest letter for EECBG program

P. Wright and Gates attended the Region 6 Pretreatment Conference in Denton July 26-29

Amount Collected in Pounds at Facility (lbs)



Number of Facility Appointments



CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
SEWER MAINTENANCE				
	FYE 2024		FYE 2023	
July 2023	MONTH	YTD	MONTH	YTD
Obstructions:				
City Responsibility	2	2	0	0
Property Owner Responsibility	12	12	18	18
TOTAL	14	14	18	18
Number of Feet of Sewer Cleaned:				
Cleaned	80,458	80,458	89,424	89,424
Rodded	3,175	3,175	7,275	7,275
Foamed	57,390	57,390	26,758	26,758
SL-RAT	0	0	0	0
TOTAL	141,023	141,023	123,457	123,457
Sewer Overflows:				
Rainwater	0	0	0	0
Grease/Paper/Roots	0	0	0	0
Obstruction	0	0	0	0
Private	0	0	1	1
Other (Lift Station, Line Break, etc.)	0	0	0	0
Total Overflows	0	0	1	1
Feet of Sewer Lines Televised	16,650	16,650	23,934	23,934
Locates Completed	264	264	401	401
Manholes:				
Inspected	1,210	1,210	1,290	1,290
New	0	0	0	0
Raised	1	1	2	2
Repaired	1	1	3	3
Feet of Sewer Lines Replaced/Repaired	4.00	4.00	0	0
Hours Worked at Lift Station	46.44	46.44	116	116
Hours Worked for Other Departments	5.33	5.33	0.63	0.63
OJI's	0	0	2	2
Square Feet of Concrete	0	0	0	0
Average Response Time (Minutes)	38.00	38.00	38.50	38.50
Number of Claims	0.00	0.00	0.00	0.00

CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
WATER MAINTENANCE				
	FYE 2024		FYE 2023	
July 2023	MONTH	YTD	MONTH	YTD
New Meter Sets:	40	40	32	32
Number Short Sets	40	40	30	30
Number Long Sets	0	0	2	2
Average Meter Set Time	5.65	5.65	4.83	4.83
Number of Work Orders:				
Service Calls	362	362	476	476
Meter Resets	1	1	0	0
Meter Removals	0	0	9	9
Meter Changes	29	29	22	22
Locates Completed	418	418	389	389
Number of Water Main Breaks	14	14	18	18
Average Time Water Off	1.93	1.93	2.59	2.59
Number of Water Leaks	40	40	46	46
Fire Hydrants:				
New	0	0	2	2
Replaced	0	0	0	0
Maintained	64	64	77	77
Number of Valves Exercised	139	139	242	242
Feet of Main Construction	490	490	115	115
Hours of Main Construction	845	845	241	241
Meter Changeovers	5	5	0	0
OJI's	0	0	1	1
Hours Flushing/Testing New Mains	13.07	13	30	30
Hours Worked Outside of Division	0.00	0.00	0	0

City of Norman, Oklahoma
Department of Utilities

Monthly Progress Report
Water Reclamation Facility
July 1-31, 2023

Flow Statistics

	FYE 2024		FYE 2023	
	<u>This Month</u>	<u>YTD</u>	<u>This Month</u>	<u>YTD</u>
Total Influent Flow (M.G.)	399.4	399.4	311.0	311.0
Total Effluent Flow (M.G.)	384.3	384.3	288.8	288.8
Influent Peak Flow (MGD)	28.3	28.3	10.6	10.6
Effluent Peak Flow (MGD)	27.7	27.7	10.1	10.1
Daily Avg. Influent Flow (MGD)	12.9	12.9	10.0	10.0
Daily Avg. Effluent Flow (MGD)	12.4	12.4	9.3	9.3
Precipitation (inches)	5.9	5.9	0.2	0.2

Discharge Monitoring Report Stats

EPA minimum percentage removal 85%

5 day BOD:

Avg.

Avg.

Influent Total (mg/l)	129	195
Effluent Carbonaceous Total	2	3
Percent Removal	98.4	98.5
Total Suspended Solids:		
Influent (mg/L)	206	283
Effluent (mg/L)	7	9
Percent Removal	96.6	96.8
Dissolved Oxygen:		
Influent (min)	0.5	0.7
Effluent (min)	7.4	7.8
pH		
Influent (Low)	6.8	6.6
(High)	7.3	7.3
Effluent (Low)	6.6	6.9
(High)	7.4	7.6
Ammonia Nitrogen		
Influent (mg/L)	24.5	31.0
Effluent (mg/L)	0.6	3.0
Percent Removal	97.6	90.3

Utilities

Electrical

Total kWh Used (Plant wide)	414,960	414,960	524,400	524,400
Aeration Blowers & Headworks	125,800	125,800	175,500	175,500
UV Facility	68,800	68,800	69,200	69,200

Natural Gas

Total cubic feet/day (plant wide)	109,000	109,000	133,000	133,000
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Public Education (Tours)	2	97	0	0
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Total Attendees FYE 24	97		0	
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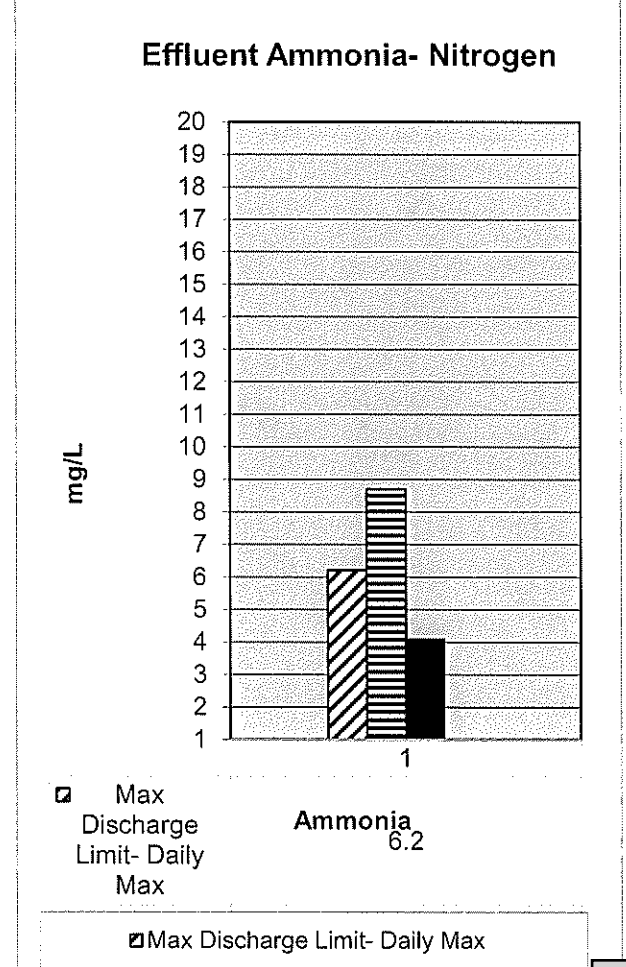
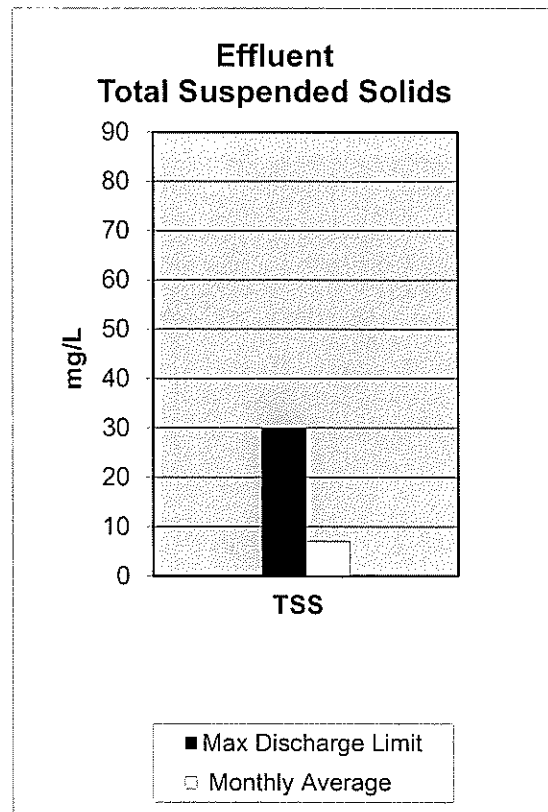
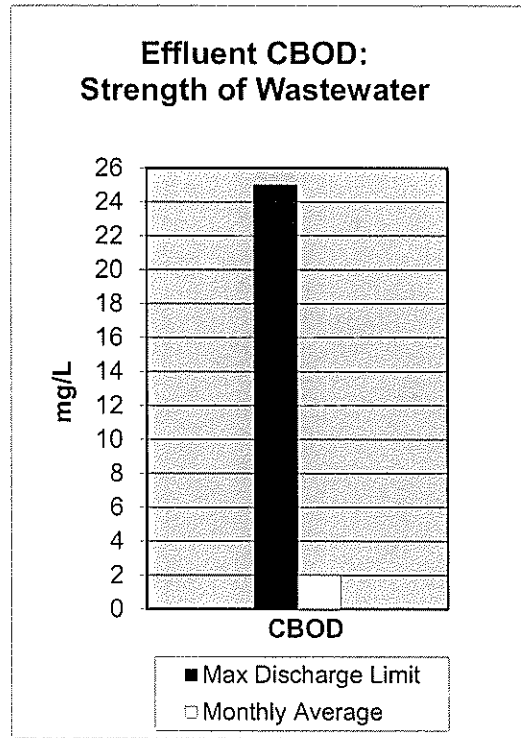
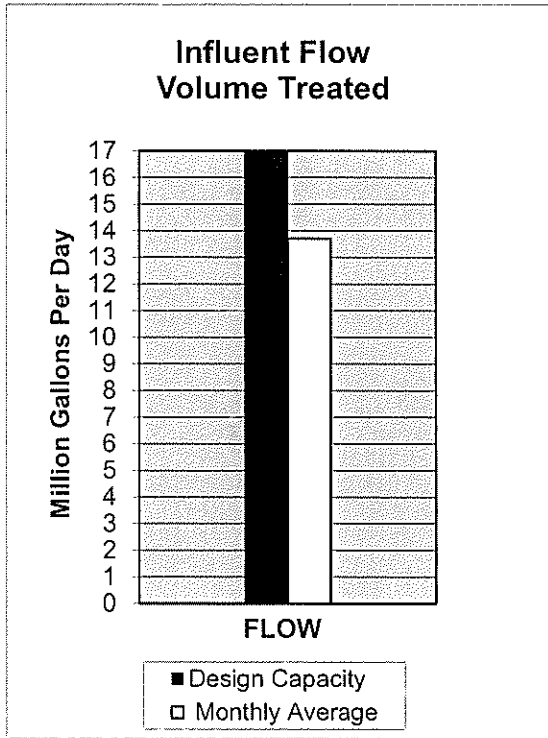
Reclaimed Water System (MG)	0.0	0.0	0.0	0.0
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OU Golf Course (MG)	11.4	11.4	20.5	20.5
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E. coli geometric mean for July **8 MPN** (Limit is 126)

CITY OF NORMAN
WATER RECLAMATION FACILITY
 July 2023

Item 4.



Comments here

**CITY OF NORMAN, OKLAHOMA
DEPARTMENT OF UTILITIES
MONTHLY PROGRESS REPORT**

WATER TREATMENT DIVISION

MONTH: July-2023

	FYE 2024		FYE 2023	
	<u>This month</u>	<u>Year to date</u>	<u>This month</u>	<u>Year to date</u>
Water Supply				
Plant Production (MG)	439.05	439.05	444.13	444.13
Well Production (MG)	67.82	67.82	194.16	194.16
Oklahoma City Water Used (MG)	30.36	30.36	31.99	31.99
Total Water Produced (MG)	537.23	537.23	670.28	670.28
Average Daily Production	17.33	17.33	21.62	21.62

Peak Day Demand

Million Gallons	20.46	20.46	25.52	25.52
Date	7/28/2023	7/28/2023	7/27/2022	7/27/2022
System Capacity (see note 1)	25.78	25.78	25.78	25.78
Demand Above Capacity (Peak Day)	0.00	0.00	0.00	0.00

Note 1: Beginning June 2016 the System Capacity includes the Oklahoma City water line. (Plant + Wells + OKC)

Costs

Plant	\$695,523.26	\$695,523.26	\$696,676.03	\$696,676.03
Wells	\$220,986.92	\$220,986.92	\$272,276.08	\$272,276.08
OKC	\$100,047.39	\$100,047.39	\$99,372.28	\$99,372.28
Total	\$1,016,557.57	\$1,016,557.57	\$1,068,324.39	\$1,068,324.39

Cost per Million Gallons

Plant	\$1,584.16	\$1,584.16	\$1,568.63	\$1,568.63
Wells	\$3,258.24	\$3,258.24	\$1,402.34	\$1,402.34
OKC	\$3,295.48	\$3,295.48	\$3,106.35	\$3,106.35
Total	\$1,892.22	\$1,892.22	\$1,593.86	\$1,593.86

Water Quality

Bacterial Samples in Compliance	100	100	100	100
Bacterial Samples out of Compliance	0	0	0	0
Total number of inquiries (Note 2)	1	1	2	2
Total number of complaints (Note 2)	3	3	2	2
Number of complaints per 1000 service connections	0.07	0.07	0.05	0.05

Note 2: Prior to April 2016 complaints and inquiries were grouped together, listed as complaints, and not distinguished.

Safety

Hours lost to OJI	0	0	0	0
Hours lost to TTD	0	0	0	0
Total Hours Lost	0	0	0	0
Safety Training Sessions Held	1	1	0	0

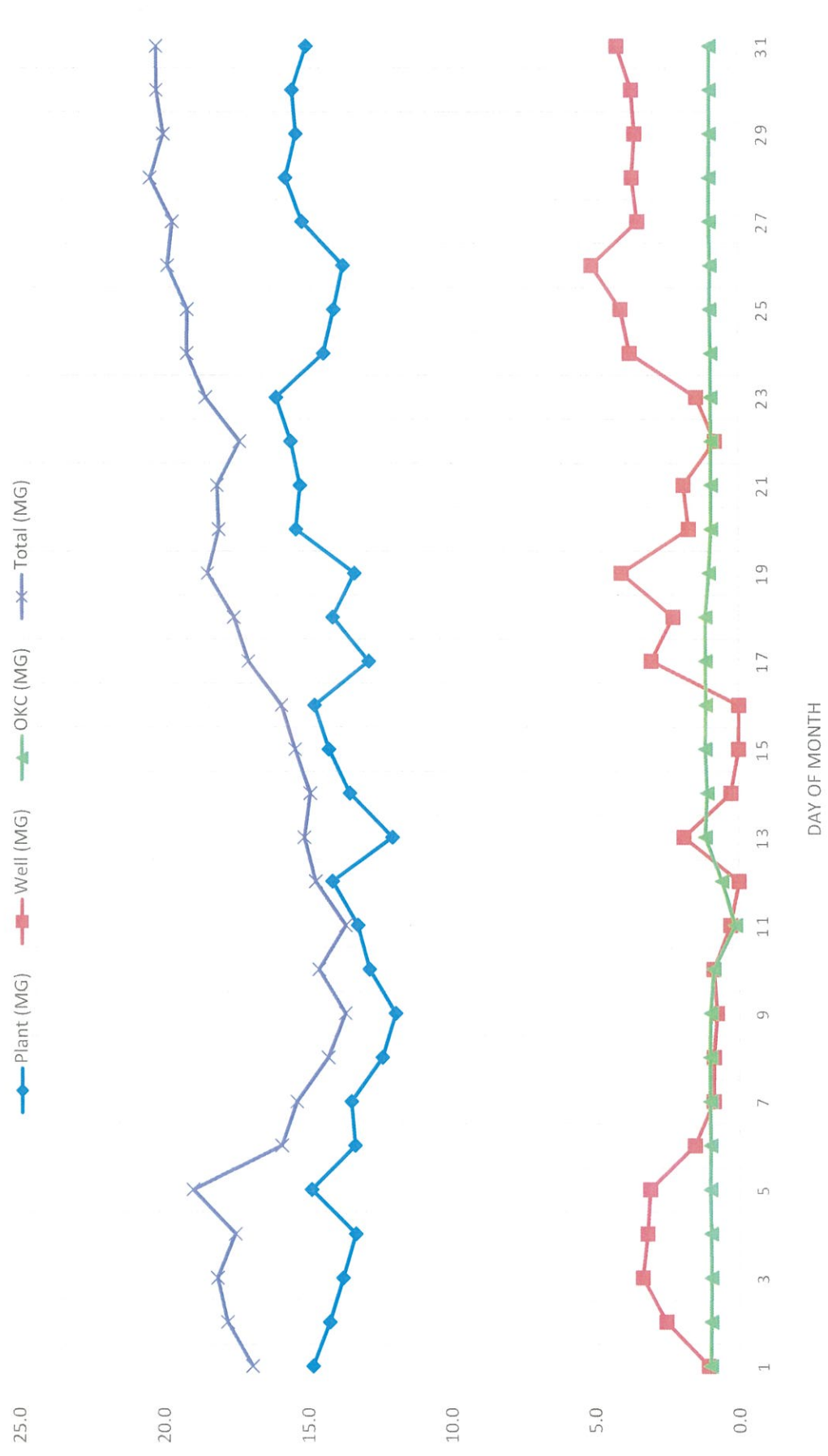
Public Education

Number of tours conducted	0	0	0	0
Number of people on tours	0	0	0	0

Notes:

Well 42 pump leads repaired by staff. Replaced lime slurry flow meter on SCC 4. Staff started SCC 1.
Replaced process pH probes in ozonizer and SCC eff junction basins. Staff repaired SCC 1 mixer gearbox and put in service.
Staff repaired water leak at well 31, back in service.

WATER PRODUCTION FOR JULY 2023



FLOW, MILLION GALLONS

MONTHLY TRANSFER STATION REPORT

July 2023

	TONS PER MONTH	REVENUE PER MONTH
O.U.	244.83	\$12,919.68
STANDARD GATE	2,362.23	\$137,649.66
RESIDENTIAL	458.81	\$18,284.00
TOTALS:	3,065.87	\$168,853.34

	MONTH
# OF LOADS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	507.00

# OF TONS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	9856.02
--	---------

# OF LOADS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS.	0.00
--	------

# OF TONS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS:	0.00
---	------

TOTAL LOADS BROUGHT TO LANDFILLS:	507.00
GRAND TOTAL TONS TO LANDFILLS	9,856.02

DISPOSAL COST PER TON (OKC)	\$21.45
TIPPING FEE'S FOR DUMPING AT OKC:	\$211,411.63
GRAND TOTAL TIPPING FEE'S	\$211,411.63

# OF LOADS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:	617.00
---	--------

# OF TONS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:	4177.15
--	---------

# OF LOADS BROUGHT TO TRANSFER STATION RESIDENTIAL SANITATION TRUCKS:	412.00
--	--------

# OF TONS BROUGHT TO TRANSFER STATION RESIDENTIAL SANITATION TRUCKS:	2966.75
---	---------

TOTAL LOADS BROUGHT TO TRANSFER STATION:	1029.00
--	---------

TOTAL TONS BROUGHT TO TRANSFER STATION:	7143.90
---	---------

MISCELLANEOUS TONS BROUGHT BY OTHER DEPTS.:	541.70
---	--------

TOTAL TONS RECEIVED AT TRANSFER STATION	20607.49
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SANITATION DIVISION PROGRESS REPORT**SUMMARY 2024**

	FYE 23		FYE 24	
	MONTH	YR-TO-DATE	MONTH	YR-TO-DATE
<u>Vehicle Accidents</u>	0	0	3	3
<u>On The Job Injuries</u>	0	0	0	0
<u>Bulk Pickups</u>	35	35	36	36
<u>Refuse Complaints</u>	103	103	100	100
<u>New Polycarts Requests</u>	84	84	62	62
<u>Polycarts Exchanges</u>	6	6	7	7
<u>Additional Polycart Requests</u>	76	76	66	66
<u>Replaced Stolen Polycarts</u>	24	24	36	36
<u>Replaced Damaged Polycarts</u>	91	91	113	113
<u>Polycarts Repaired</u>	34	34	63	63

COMPOST MONTHLY REPORT**JULY 2023**

	MONTH
TONS BROUGHT IN BY COMPOST CREWS:	541.70
LANDFILL TIPPING FEE'S	\$ 21.45
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 11,619.47
TONS BROUGHT IN BY PUBLIC:	1,600.00
TONS BROUGHT IN BY CONTRACTORS :	2,500.00
TONS BROUGHT IN BY OTHER CITY DEPARTMENTS:	300.00
LANDFILL TIPPING FEE'S	\$ 21.45
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 94,380.00
TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 105,999.47
REVENUE COLLECTED FROM COMPOST SALES:	\$560.00
REVENUE COLLECTED FROM GATE SALES:	\$17,140.00
TOTAL TONS COLLECTED	4,941.70

	MULCH CUBIC YDS MONTH	COMPOST CUBIC YDS MONTH
PARKS DEPT.		
ROAD & CHANNEL		
LINE MAINTENANCE		
STREET DEPT.		
WATER TREATMENT		
MURPHY PRODUCTS OKC		
SELF LOADING BIN	36	
DRYING BEDS	1,600	
COMPOST SOLD BY CUBIC YARDS		168
MULCH SOLD BY CUBIC YARDS	4,200	
TOTAL:	5,836	168

CURBSIDE MONTHLY RECYCLING REPORT**Jul-23****PROGRAM STATISTICS**

	AVERAGE MONTH
SET OUT/PARTICIPATION RATE:	90%
AVERAGE TONS PER DAY :	13.38
POUNDS PER HOME:	11.49

COMMODITY BY TON

	% of Total	TONS
ALUMINUM BEVERAGE CAN	1.96%	7.86
#1 PET	4.08%	16.37
NEWS	0.00%	0
GLASS CONTAINERS	10.07%	40.41
MIX PAPER	29.67%	119.05
PLASTIC FILM	0.60%	2.41
#2 NATURAL	1.11%	4.45
#2 COLOR	1.66%	6.66
#3-#7	0.00%	0
METAL	0.30%	1.2
RIGIDS	0.26%	1.04
TIN-STEEL SCRAP	2.14%	8.59
TRASH	27.91%	111.99
OCC	20.24%	81.22
TOTAL	100.00%	401.25

	MONTH
SERVICE CALLS (MISSES)	62
HOUSESIDE	8
REMINDER	5
SCATTERED	0
MISC.	1
REPAIR	23
NEW	47
ADD	4
MISSING	18
EXCHANGE	0
REPLACE	9
PICK UP	24
TOTAL CALLS	201.00

	MONTH
LANDFILL COST AVOIDANCE	\$7,924.69

Drop Center Report JULY 23

MONTHLY UNIT PRICES	Revenue per ton	Proc. Fee	LBSs Rejected	Tons Rejected	%	LNDFL Fee	Tons Diverted	\$ Diverted
ALUMINIUM:	\$1,050.00	\$0.00		0	0	0%	\$21.45	\$5,000.21
PLASTICS:	\$5.00	\$0.00						
STEEL CANS:	\$0.00	\$0.00						
MIXED OFFICE PAPER:	\$0.00	\$0.00						
CARDBOARD:	\$35.00	\$0.00						

RECYCLING CENTER DATA:	#9	Westwood	Hollywood	Transfer
------------------------	----	----------	-----------	----------

	TONS	TONS	TONS	Total Tons	PRO/FEE	Revenues	Net
ALUMINIUM:	0.28	0.14	0.44	0.02	0.88	\$0.00	\$924.00
PLASTICS:	2.94	1.52	5.27	0.37	10.1	\$0.00	\$50.50
STEEL CANS:	0.28	0.14	0.44	0.02	0.88	\$0.00	\$0.00
MIXED OFFICE PAPER:	2.27	1.78	7.36	0	11.41	\$0.00	\$0.00
CARDBOARD:	15.58	9.93	26.69	0.66	52.86	\$0.00	\$1,850.10
RECYCLING CENTER TOTALS:	21.35	13.51	40.2	1.07	76.13	\$0.00	\$2,824.60

Commercial Cardboard Containers	Revenues	Compactors	Revenues	Wood	Glass	Metal
TONS	61.21	\$2,142.35	13.02	\$455.70	TONS	TONS
					Revenues	Revenues
					0	4.26
					Cost	\$341.20
					Profit	\$341.20

Expenses	Average hrly+ benefits	Cage Rolloff	Cardboard	Occ Compact	MXD Office	Total
Hours	54	174.89	10	14	252.89	
Labor \$	\$1,446.12	\$4,683.55	\$267.80	\$374.92	\$6,772.39	Customer Revenue
Vehicle cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,712.12

Total All Recycle and Cardboard		Total Recycle Only		Total Cardboard	
Tons	154.62	Tons	27.53	Tons	127.09
	\$5,763.85			Revenues	\$4,448.15

Revenue	Total Revenue	Total Expense	Total Net
	\$17,475.97	\$6,772.39	\$ 10,703.58

File Attachments for Item:

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE NORMAN CONVENTION AND VISITORS BUREAU, INC., (VISIT/NORMAN) ANNUAL REPORT FROM JULY 1, 2022 THROUGH JUNE 30, 2023.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE NORMAN CONVENTION AND VISITORS BUREAU, INC., (VISIT/NORMAN) ANNUAL REPORT FROM JULY 1, 2022 THROUGH JUNE 30, 2023.

VISIT NORMAN

Item 5.

FISCAL YEAR 2023

SEMI-ANNUAL REPORT

JULY 1-DECEMBER 31, 2022

Fiscal Year 2023 VisitNorman Executive Board

Chair: James Howard
Vice Chair: Scott Kovalick
Treasurer: Angel Green
Past Chair: Amish Zaver

Fiscal Year 2023 VisitNorman Board of Directors

Kyle Allison	Cameron Brewer
Carol Dillingham	Caitlin Fournier
Steve Gillis	Helen Green
Jerry Hatter	Mandy Haws
Amy Million	Wes Moody
Jeff Stewart	

Fiscal Year 2023 VisitNorman Ex-Officio Members

Brenda Hall, City of Norman
Helen Grant, Norman City Council Member
Lawrence McKinney, Norman Economic Development Coalition
Scott Martin, Norman Chamber of Commerce



Fiscal Year 2023 VisitNorman Staff

Dan Schemm
Executive Director

Trent Brown
Sales Manager

Taylor Mauldin Wagner
Sales & Special Event Manager

Stefanie Brickman
Communications Manager

Ryan Smith
Digital Media Coordinator

The VisitNorman Fiscal Year 2023 Semi-Annual Report details the time period of July 1 through Dec. 31, 2022.

VisitNorman finished the Fiscal Year 2022 rebounding in most key performance areas based on the ARPA grant the City Council awarded VisitNorman in late 2021. The first six months of FY23 continued to show strong performances in many key areas.

Significant (more than 30 percent) increases include:

- Media placements
- Advertising equivalency
- Number of estimated booked nights

The most significant increases took place in number of groups serviced (120 percent), Instagram impressions (174 percent), advertising equivalency (190 percent), earned media impressions (200 percent) and number of booked leads (1,300 percent).

Qualified leads sent to hoteliers and average daily rate also reflected increases year to year.

Dan Schemm
VisitNorman Executive Director

VISIT NORMAN

FISCAL YEAR 2023

SEMI-ANNUAL REPORT

JULY 1-DECEMBER 31, 2022

	Six months ending Fiscal Year 2019	Six months ending Fiscal Year 2020	Six months ending Fiscal Year 2021	Six months ending Fiscal Year 2022	Six months ending Fiscal Year 2023
Leisure Travel Advertisement & Communication					
Number of programs	207	118	114	171	112
Number of gross impressions	11,256,328	10,248,056	10,722,971	19,693,769	6,693,495
Visitor Guides distributed	10,205	9,419	3,000	3,282	3,292
Unique visits to VisitNorman.com	51,541	80,422	45,634	89,793	72,576
Leisure Travel Media Relations					
Media Placements	310	331	137	162	211
Number of impressions	116 million	154.9 million	13.63 million	205 million	618 million
Advertising equivalency	\$1,160,658.94	\$1,178,499.40	\$210,784.39	\$313,947.11	\$922,929.01
Convention/Sports Performance Measures					
Number of Qualified Leads	40	56	13	17	20
Number of potential room nights	24,012	20,219	2,182	3,947	5,885
Number of bookings	11	13	0	1	14
Booked room nights	5,236	9,934	0	2,400	1,040
Number of groups serviced	11	17	2	5	11
Visitor Volume Measures					
Bureau expenditures	\$500,330.01	\$499,975.65	\$493,710.74	\$547,740.57	\$417,929.64
Occupancy of hotels, motels & B&Bs	60.40%	58.98%	41.58% ¹	55.57%	54.23%
Average daily rate	\$82.23	\$88.79	\$75.84	\$97.78	\$105.04
Transient Guest Tax collection	\$921,181.00	\$958,310.79	\$521,895.00	\$907,309.00	\$1,155,607.00
Sales tax collection	\$27,983,134.00	\$31,445,872.64	\$39,862,202.00	\$36,046,197.00	\$35,601,993.00

¹ Number of properties included in the report did not remain constant in FY21 for an exact equal comparison

FY23 SEMI-ANNUAL REPORT BY THE NUMBERS

\$165 million
Travel spending in Norman

\$6.2 million
Local tax revenue from tourism

2,800
Tourism Industry Employees in Norman

SOURCE: DEAN & RUNYON ASSOCIATES FOR OKLAHOMA TRAVEL AND RECREATION
DEPARTMENT, MARCH 2022 REPORT (BY HOUSE DISTRICTS 44, 45 & 46)



KEY PERFORMANCE INDICATOR INCREASES

Increase in the number of estimated nights sent to partners

49%

Increase in the number of groups serviced

120%

Increase in the number of booked leads (turned definite)

1,300%

194%

Increase in advertising equivalency

67%

Increase in number of earned media impressions

File Attachments for Item:

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT.



DATE: August 15, 2023

TO: Darrel Pyle, City Manager

FROM: Anthony Purinton, Assistant City Attorney *AP*

THROUGH: Kathryn Walker, City Attorney *KW*

SUBJECT: Imhoff and Oakhurst Affordable Housing Project (Crimson Creek/Crimson Flats) Vendor Agreement For Engineering Services (K-2324-58)

City Council approved a purchase and sale agreement for property located on the NE Corner of Imhoff and Oakhurst on to be used for an affordable housing project. In late spring of 2023, the City released and RFP to select a developer to complete the project using tax credit financing. As part of the proposal package, the City agreed to be responsible for the rezoning the property to a SPUD. Attached is a vendor agreement for engineering services (K-2223-115) for the Preliminary Plat and Site Plan for the property with SMC. The price of the service is \$24,500.00. City Staff recommends approval of the contract so that the City can complete all necessary site work to submit for rezoning on the September 1st application deadline.

office memorandum



Your Civil Engineering Solution

Consulting Engineers, P.C.
815 West Main
Oklahoma City, OK 73106
405-232-7715
FAX 405-232-7859
www.smcokc.com

Civil Engineering
Land Development
Storm Water Management

Terence L. Haynes
Christopher D. Anderson
Muhammad A. Khan

August 15, 2023

Anthony Purinton
Assistant City Attorney
City of Norman
405-217-7700
Email: Anthony.Purinton@NormanOK.gov

RE: Proposal for Engineering Services
Crimson Creek East
Norman, Oklahoma

Dear Mr. Purinton:

SMC Consulting Engineers, P.C. ("SMC") will be pleased to perform engineering services to assist the City of Norman (CLIENT) in development of the property located at Oakhurst Drive and Imhoff Drive in Norman, Oklahoma. This property was formerly preliminary platted as Crimson Creek East and SMC was the engineer for that previous plat which has since expired. This proposal is for preparation of the new Preliminary Plat and supporting documents. This project will be for approximately 5 acres and it is our understanding that this is for an affordable housing project.

1. SURVEY (ALTA and Topographic)

- a) SMC will use the survey used in preparation of the original Preliminary Plat from 2008. If it is determined that additional survey is needed, we will work with a surveyor to obtain it, and it will be paid for by the Client.

2. CONCEPTUAL DESIGN

- a) The Client will provide a Conceptual Plan for the project in AutoCad format which will be used by SMC to prepare the Preliminary Plat and supporting documents.

3. PRELIMINARY PLAT

- a) SMC will prepare a Preliminary Plat to meet City of Norman requirements and to be submitted to the City Staff for review and to be placed on the agenda of the Planning Commission.
- b) The Client will prepare the application for Preliminary Plat.
- c) SMC will attend necessary City Staff meetings, Planning Commission meetings, and City Council meetings.

3. PRELIMINARY SITE PLAN

- a) SMC will prepare a Preliminary Site Plan to be submitted to the City Staff for review as a companion to the Preliminary Plat.

4. PRELIMINARY DRAINAGE REPORT

- a) SMC will prepare a Preliminary Drainage Report to meet City of Norman requirements for application of the Preliminary Plat.

5. TRAFFIC MEMO

- a) SMC will hire Traffic Engineering Consultants to prepare Traffic Memo to meet City of Norman requirements for application of the Preliminary Plat.

6. REIMBURSABLE EXPENSES

- a) Permit or filing fees required by City, State, or County for plan review or recording of documents.
- b) Project related expenses incurred by the Consultant during the execution of services rendered within the scope of work contracted, such as printing and copying expenses, express deliveries, courier services, submission fees and travel expenses, will be reimbursable at cost.
- c) All other sub consultants required, such as Phase I Environmental Report, Geotechnical Report, etc.
- d) Landscape and Irrigation Plans are not included as base services.
- e) Off-site work, sewer studies, water studies will be additional services.
- f) Petroleum company issues such as easements, releases of easements, oil well abandonment issues, etc. are not part of basic services.
- g) Changes requested by CLIENT subsequent to authorization to complete plans.

7. FEE ESTIMATES

a) Survey	\$ 0
b) Conceptual Design	\$ 0
c) Preliminary Plat	\$ 10,000.00
d) Preliminary Site Plan	\$ 5,000.00
e) Preliminary Drainage Report	\$ 8,000.00
f) Traffic Memo	\$1,500.00
TOTAL	\$ 24,500.00

The CLIENT shall pay SMC the fees earned according to the above schedule upon submittal to the City of Norman.

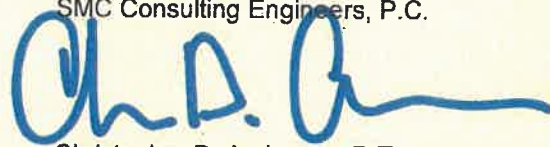
If OWNER fails to make any payment due ENGINEER within 30 days for services and expenses, then SMC shall be entitled to interest at the rate of 10% per annum from said 30th day.

Items herein specified are based on existing requirements adopted by the City of Norman. If, during the engineering phase of this development, new ordinances are passed which change the scope of this proposal, SMC reserves the right to negotiate for additional fees to be commensurate with the new ordinance change.

This proposal is open for 30 days. If accepted, then the terms become valid for one year from the date of acceptance. We appreciate the opportunity for presenting this proposal. At the end of one year, it is agreed that these fees may increase an amount equal to the annual inflation rate at that time. The revised fees will then be valid for one year. If satisfactory, please sign and return the attached executed copy of this letter.

Sincerely,

SMC Consulting Engineers, P.C.



Christopher D. Anderson, P.E.

Above proposal accepted this 15th day of AUGUST, 2023.

By



Anthony Purinton, Norman Assistant City Attorney

Darrel Pyle, City Manager

File Attachments for Item:

7. SUBMISSION AND ACKNOWLEDGEMENT OF RECEIPT OF OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY CONSTRUCTION PERMIT ST000014230183 FOR CONSTRUCTION OF NORMAN WATER RECLAMATION FACILITY DEWATERING SYSTEM IMPROVEMENTS (WW0236).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Kenneth J. Giannone, Capital Projects Engineer

PRESENTER: Kenneth J. Giannone, Capital Projects Engineer

ITEM TITLE: SUBMISSION AND ACKNOWLEDGEMENT OF RECEIPT OF OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY CONSTRUCTION PERMIT ST000014230183 FOR CONSTRUCTION OF NORMAN WATER RECLAMATION FACILITY DEWATERING SYSTEM IMPROVEMENTS (WW0236).

BACKGROUND:

Wastewater generated within the City of Norman is conveyed to the Norman Water Reclamation Facility (WRF) located at 3450 S Jenkins Avenue where it is treated and discharged to the Canadian River. Multiple treatment processes are used to produce the high-quality effluent water that is eventually discharged. As a byproduct of these treatment processes, biosolids are generated that go through a separate process of thickening, digestion, dewatering, and land application for final disposal. The land-application of biosolids provides a benefit both to the land owner by providing a free organic amendment to his topsoil and to the City of Norman by providing the lowest cost disposal option.

As part of the biosolids process, the WRF currently uses centrifuges that spin at a high rate of speed to remove excess water from the biosolids. This process reduces the total volume of biosolids that must be disposed, and makes the biosolids easier to load, transport and land apply. This, in turn, reduces the number of trucks and staff needed to dispose of biosolids.

DISCUSSION:

The existing centrifuges at the WRF are approaching the end of their useful lives, and, consequently, they need excessive maintenance, regular major repairs and increasing polymer feed rates to achieve necessary biosolids quality. Moreover, poor service provided by manufacturer often results in extended downtime before necessary repairs are completed. As a result, NUA approved a Contract with Garver, LLC on December 8, 2020 to prepare a design to replace centrifuges, and design for this project commenced immediately thereafter. The design phase, which included evaluation of available products and manufacturers for both equipment quality and service capability, is now nearly complete and this project is anticipated to be advertised for bid in the Autumn of 2023. .

As part of the project requirements and per State regulations, a construction permit from the Oklahoma Department of Environmental Quality (ODEQ) is required. The plans and specifications for the project were submitted to the ODEQ on March 8, 2023, and the plans and specifications were approved and Permit No. ST000014230183 was issued on April 17, 2023. As noted on the attached copy of the permit, ODEQ requires that receipt of the permit by Owner be made a matter of permanent record in the City Council's minutes.

RECOMMENDATION:

Staff recommends that the receipt of ODEQ Permit No. ST000014230183, dated April 17, 2023, be noted and made a matter of permanent record in the minutes for the City Council/Norman Utilities Authority.

April 17, 2023

Mr. Kenneth Giannone, Capital Projects Engineer
Norman Utilities Authority
P. O. Box 370
Norman, Oklahoma 73069

Re: Permit No. ST000014230183
Norman WRF Dewatering Improvements System Improvements
Facility No. S-20616

Dear Mr. Giannone:

Enclosed is Permit No. ST000014230183 for the construction of replacement of two (2) existing sludge dewatering centrifuges with two (2) new sludge dewatering centrifuges, new polymer feed system, and all appurtenances to serve the Norman WRF Dewatering Improvements, Cleveland County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on April 17, 2023. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the Norman Utilities Authority, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one set (1) to your engineer and retaining one (1) set for our files.

Respectfully,



D. Adam Divine, P.E.
Construction Permit Section
Water Quality Division

AD/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Steven J. Schultz, P.E., Garver, LLC

PERMIT No. ST000014230183

SEWAGE TREATMENT

FACILITY No. S-20616

PERMIT TO CONSTRUCT

April 17, 2023

Pursuant to O.S. 27A 2-6-401, the Norman Utilities Authority is hereby granted this Tier I Permit to construct replacement of two (2) existing sludge dewatering centrifuges with two (2) new sludge dewatering centrifuges, new polymer feed system, and all appurtenances to serve the Norman WRF Dewatering Improvements, located in SE 1/4 of SE 1/4 of SE 1/4 of Section 7, T-8-N, R-2-W, Cleveland County, Oklahoma, in accordance with the plans approved on April 17, 2023.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Discharge - OPDES (NPDES) rules OAC 252:605 and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receive supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That the issuing of this permit does not relieve the responsible parties from any damage which may accrue as the result of the location and operation of the plant in this area.
- 6) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with the rules and regulations adopted by the Environmental Quality Board and that this Department will be notified in writing of any sale or transfer of ownership of the facilities.
- 7) Before additional loading is connected to the system, plans for suitable enlargement of the facilities shall be submitted to the Oklahoma Department of Environmental Quality for approval.
- 8) That the permittee is responsible for complying fully with NPDES permit provisions and submitting a permit renewal application 180 days prior to permit expiration.

PERMIT No. ST000014230183

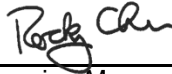
SEWAGE TREATMENT

FACILITY No. S-20616

PERMIT TO CONSTRUCT

- 9) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 10) That any notations or changes recorded on the official approved set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be a part of the plans as approved.
- 11) As-built plans of this project shall be placed on file with this Department within two months of the completion of the work or a certification by the engineer shall be submitted certifying that no changes have been made in the work as approved.
- 12) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



AD

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

File Attachments for Item:

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY'S APPLICATION FOR PERMISSION TO CARRY ITS OWN RISK WITHOUT WORKERS' COMPENSATION INSURANCE IN THE AMOUNT OF \$1,000.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Clint Mercer, Chief Accountant

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY'S APPLICATION FOR PERMISSION TO CARRY ITS OWN RISK WITHOUT WORKERS' COMPENSATION INSURANCE IN THE AMOUNT OF \$1,000.

BACKGROUND:

Title 85A of Oklahoma Statutes requires the City, as an employer, to provide Workers' Compensation to its employees who are injured on the job. Workers' Compensation can be provided by buying private workers' compensation insurance, applying for coverage under a state-run insurance plan (now "CompSource"), or carrying its own risk as a self-insured employer.

The City has elected to operate as a self-insured employer covering its own risk associated with workers' compensation losses at least since 1988. By electing to "self-insure," the City does not purchase insurance from an outside insurance agency but rather pays such claims as they are ordered by the Court or agreed to by the City. To make sure funds are available to compensate injured workers fairly, the City budgets annually for anticipated workers' compensation claims. The budgets are established through internal service charge "premiums" in each departmental budget based on the number of employees in the department/division. The "premiums" are then paid to the Worker's Compensation revenue account (439-371732) in the City's Risk Management Fund.

The decision of previous Councils to self-insure has been strictly a financial decision resulting in cost savings to the City. Over the years, it has been more cost effective for the City to carry its own risk of workers' compensation claims than to buy insurance coverage.

In order to self-insure, it is necessary each year for the City to complete an application to the State of Oklahoma Worker's Compensation Commission for permission to be "own risk" (i.e., self-insure) and pay a \$1,000 fee. The City's current own risk permit will expire on November 1, 2023 but application for renewal must be submitted 60 days prior to the expiration date.

DISCUSSION:

Please find included with this agenda item the City's application for permission to carry its "own risk" for Worker's Compensation (with attachments). The information contained in the

application is designed to help the Workers' Compensation Commission Administrator assess the City's ability, through budgeting of adequate reserves, to financially manage the anticipated workers' compensation claims that may be incurred over the permit period. The application asks for similar information that is requested by the Workers' Compensation Commission annually. It is anticipated the City's application will be approved by the Workers' Compensation Commission Administrator, if the Council authorizes the City to present it.

RECOMMENDATION:

It is recommended that the City Council approve this application for submission to the State of Oklahoma Workers' Compensation Commission and pay the \$1,000 fee. Funding is available in the Risk Management Fund, Other Professional Services (43330104-44099).

Oklahoma Workers' Compensation Commission

Denver N. Davison Courts Bldg.
1915 North Stiles Avenue
Oklahoma City, OK 73105-4918
(405) 522-3222 | wcc.ok.gov

The undersigned, an employer subject to the provisions of the Administrative Workers' Compensation Act, hereby applies for permission to carry its own risk without insurance. To enable the Workers' Compensation Commission to determine whether or not the applicant possesses sufficient financial ability to render certain the payment of any award made by the Commission, said applicant hereby states the following:

IOR INTAKE

Permit Number : IOR2022-000080 - Expiration Date :
11/01/2023

*Required Field

Employer Section

Legal Business Name

Federal Identification Number (FEIN)

73-6005350

If employer does, or has done business under another name in Oklahoma, including any trade name, list those names

Business Name

FEIN

Add

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Nature of Business

Learn More

Government

Industry Classification

Learn More

Other

Physical Address

Learn More

225 N WEBSTER AVE

Suite/apt/room

NORMAN

OK

73069

Mailing Address same as Physical Address

Oklahoma Principal Office Address same as Physical Address

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Oklahoma Workers' Compensation Commission

Denver H. Davison Courts Bldg
1915 North Stiles Avenue
Oklahoma City, OK 73105-4918
(405) 522-3222 | wcc.ok.gov

IOR INTAKE

Permit Number : IOR2022-000080 - Expiration Date :
11/01/2023

*Required Field

Contact Information

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Primary Contact Name

KATHRYN

Middle Name

WALKER

CITY ATTORNEY

Primary Contact Email

kathryn.walker@normanok.gov

Primary Contact Phone Number

(405) 366-5376

kathryn.walker@normanok.gov

Secondary Contact Name

CLINT

Middle Name

MERCER

CHIEF ACCOUNTANT

Secondary Contact Email

clint.mercer@normanok.gov

Secondary Contact Phone Number

(405) 217-7720

clint.mercer@normanok.gov

Medicare Reporting Contact

Learn More

PAMELA CHAN

Who administers Workers Compensation Claims?

Learn More

In-house Benefits Administrator

In-house Benefits Administrator License Number

N/A

In-house Benefits Administrator Name

JEANNE

Middle Name

SNIDER

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Oklahoma Workers' Compensation Commission

Denver N. Davidson Courts Building
1915 North Stiles Avenue
Oklahoma City, OK 73105-4918
(405) 522-3222 | wcc.ok.gov

IOR INTAKE

Permit Number : IOR2022-000080 - Expiration Date :
11/01/2023

*Required Field

General Company Information

Years in Business

+100 years +100 years

Number of employees currently employed

1000+ 1000+

Estimated payroll in Oklahoma for the next twelve (12) months

\$97,104,204

Total self insurance Net Reserves Outstanding for all years

\$446,561

Net Reserves Outstanding = Current Reserves Minus Any Expected Excess Carrier Reimbursements

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Provide the total payroll for each of the past three years. Estimates may be provided.

Year	Overall Payroll	Oklahoma Payroll
2022	\$87,657,991	\$87,657,991
2021	\$83,440,935	\$83,440,935
2020	\$84,797,943	\$84,797,943

Add Row

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Oklahoma Workers' Compensation Commission

Denver N. Davison Courts Bldg.
1915 North Stiles Avenue
Oklahoma City, OK 73105-4918
(405) 522-3222 | wcc.ok.gov

IOR INTAKE

Permit Number : IOR2022-000080 - Expiration Date :
11/01/2023

*Required Field

Additional Named Insureds

Would the applicant employer like to request additional subsidiaries, divisions, affiliates, parent or holding company, trade names, DBA, or any other company to be named on the permit

Learn More

No

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Does the applicant employer have other subsidiaries, divisions, affiliates, parent or holding company, trade names, DBA, or any other company to be excluded from the permit. Advise whether those employers/companies are included under another Own Risk License, or if workers' compensation obligations are insured and by what Insurance Carrier Name.

No

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Oklahoma Workers' Compensation Commission

Denver N. Davidson Courts Bldg.
1915 North Stiles Avenue
Oklahoma City, OK 73105-4018
(405) 522-3222 | wcc.ok.gov

Item 8.

IOR INTAKE

Permit Number : IOR2022-000080 - Expiration Date :
11/01/2023

*Required Field

Claim Information

Upload Oklahoma loss history for the current and past five (5) years. This information may be obtained from your former carrier(s) if previously secured workers' compensation obligations through traditional insurance. Note: An actuarial report may be requested by the Commission. Please use the template to record the losses. Download the template [here](#). Data in a non-compliant format may lead to delays.

Provide Link here or select/drag file below

+ Select a file

City of Norman Workers' Compensation Loss History.xlsx ✕

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Total Self Insurance Net Reserves Outstanding for All Years of Self Insurance in Oklahoma (Net Reserves Outstanding = Current Reserves Minus Any Expected Excess Carrier Reimbursements)

\$446,561

Total Self Insured Open Cases for All Years of Self Insurance in Oklahoma

38

Estimated manual premium (may be obtained from your carrier)

\$1,512,500

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Oklahoma Workers Compensation Commission

Denver H. Davidson Courts Building
1915 North Stiles Avenue
Oklahoma City, OK 73105-4918
(405) 522-3222 | wcc.ok.gov

Item 8.

IOR INTAKE

Permit Number : IOR2022-000080 - Expiration Date :
11/01/2023

*Required Field

Excess Insurance Details

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Cancel

Do you have excess insurance?

No

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Cancel

Oklahoma Workers' Compensation Commission

Denver N. Davison Courts Bldg
1015 North Stiles Avenue
Oklahoma City, OK 73105-4318
(405) 522-3222 | wcc.ok.gov

Item 8.

IOR INTAKE

Permit Number : IOR2022-000080 - Expiration Date :
11/01/2023

*Required Field

Claim Information

Upload Oklahoma loss history for the current and past five (5) years. This information may be obtained from your former carrier(s) if previously secured workers' compensation obligations through traditional insurance. Note: An actuarial report may be requested by the Commission. Please use the template to record the losses. Download the template [here](#). Data in a non-compliant format may lead to delays.

Provide Link here or select/drag file below

+ Select a file

City of Norman Workers' Compensation Loss History.xlsx X

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Total Self Insurance Net Reserves Outstanding for All Years of Self Insurance in Oklahoma (Net Reserves Outstanding + Current Reserves Minus Any Expected Excess Carrier Reimbursements)

\$446,561

Total Self Insured Open Cases for All Years of Self Insurance in Oklahoma

38

Estimated manual premium (may be obtained from your carrier)

\$2,143,500

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Oklahoma Workers' Compensation Commission

Denver N. Davidson Courts Bldg
1915 North Stiles Avenue
Oklahoma City, OK 73105-4918
(405) 522-3222 | wcc.ok.gov

Item 8.

IOR INTAKE

Permit Number : IOR2022-000080 - Expiration Date :
11/01/2023

*Required Field

Appropriation Details

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Next

Cancel

Amount appropriated for workers' compensation claims current Fiscal Year

\$2,143,500

Fiscal Year Range

07/01/202306/30/2024

Amount appropriated for workers' compensation claims the next Fiscal Year, if available

\$xxx.xx

Any other reserved funds allocated for payment of prior years' open claims

\$xxx.xx

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Next

Cancel

Oklahoma Workers' Compensation Commission

Denver N. Davison Courts Bldg
1915, North Stiles Avenue
Oklahoma City, OK 73105-4312
(405) 522-3222 | wcc.ok.gov

Item 8.

IOR INTAKE

Permit Number : IOR2022-000080 - Expiration Date :
11/01/2023

*Required Field

Designated Service Agent

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

The applicant employer must designate a single agent for service of notice by filing this Designation of Service Agent form with the Commission.

Consistent with Workers' Compensation Commission Rule 810:10-1-10 or -11, once a claim for compensation is filed, the Commission will send all notices and correspondence to the designated agent, until an entry of appearance or a notice of substitution of attorney is filed as provided in Commission Rules 810:10-1-10 or -11.

The following information is required and must be amended whenever a change of service agent is made.

Designated Service Agent Company Name

DEEDRA VICE

Agent Phone Number

(405) 217-7720

Agent Primary Contact Name

DEEDRA

Middle Name

VICE

Agent Primary Email Address

deedra.vice@normanok.gov

Agent Primary Contact Phone

(405) 217-7700

Agent Mailing Address

201 W GRAY ST

Suite/aprt/room

NORMAN

OK

73069

Physical Address same as Mailing Address

Do you want to add a secondary contact?

Yes

Agent Secondary Contact Name

CLINT

Middle Name

MERCER

Agent Secondary Email Address

clint.mercer@normanok.gov

Agent Secondary Contact Phone

(405) 217-7720

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Oklahoma Workers' Compensation Commission

Denver N. Davison, Council President
1915 North Stiles Avenue
Oklahoma City, OK 73105-4318
(405) 522-3222 | wcc.ok.gov

Item 8.

IOR INTAKE

Permit Number: IOR2022-000080 - Expiration Date:
11/01/2023

*Required Field

Documentation

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

The security of public information that may be confidential is of the utmost concern to the Workers' Compensation Commission. Personally identifiable information submitted to the CaseOK system is encrypted, and all data is backed up nightly to a secure offsite server. The Data Center used to host CaseOK is a Tier 3 Data Center, offering a high level of security through multiple redundancies, power and cooling sources.

The Employer's most recent audited financial statements, including balance sheet, income statement, statement of cash flows, and notes (if the company does not have audited financial statements, unaudited financial statements signed by two company executives may be submitted)

Provide Link here or select/drag file below

+ Select a file

Provide a signed letter on official letterhead indicating that appropriated funds are placed into a segregated fund, in compliance with Commission Rule 810:25-9-11.

Provide Link here or select/drag file below

+ Select a file

If the Employer has employees at multiple Oklahoma locations, a list of all locations, with the full address for each location.

Provide Link here or select/drag file below

+ Select a file

Proof of Excess Insurance (the most current certificate; a current certificate is required for final approval). The Workers' Compensation Commission should be listed as the Certificate Holder or Regulatory Authority.

Provide Link here or select/drag file below

+ Select a file

Loss runs for the past five years. Loss runs should contain a summary for each year, containing total \$ paid (including any expenses) and total reserve \$ outstanding. Data that identifies individual employees may be redacted. Actuarial reports are not required but are helpful if available.

Provide Link here or select/drag file below

+ Select a file

A copy of the minutes from the board meeting where the appropriated amount was approved.

Provide Link here or select/drag file below

+ Select a file

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Oklahoma Workers' Compensation Commission

Denver N. Davidson Courts Building
1915 North Stiles Avenue
Oklahoma City, OK 73105-4918
(405) 522-3222 | wcc.ok.gov

IOR INTAKE

Permit Number: IOR2022-000080 - Expiration Date:
11/01/2023

*Required Field

Agreement And Signature

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

* A nonrefundable \$1,000 application fee, payable to the Oklahoma Workers' Compensation Commission.

In consideration of the approval of this application, the applicant hereby expressly agrees as follows:

- a. The applicant's privilege to carry its own risk without insurance may be revoked at any time for good cause by the Workers' Compensation Commission.
- b. The applicant agrees to notify the Commission of any change in its financial condition or ownership in the interim period between applications, such as a net financial loss, which may impact the applicant's financial ability to pay its workers' compensation obligations.
- c. The applicant agrees to comply with all applicable statutes and the rules of the Workers' Compensation Commission.

Administrative Workers' Compensation Act, BSA O.S., §6(A)(1)(a): "Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: (1) obtaining any benefit or payment ... shall be guilty of a felony."

Any person who commits workers' compensation fraud, upon conviction, shall be guilty of a felony punishable by imprisonment, a fine or both

I, Type your name here, declare under penalty of perjury that I have examined this application and all statements contained herein, and to the best of my knowledge and belief, they are true, correct and complete.

* Sign in the box below

* Upload your signature

Clear

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

File Attachments for Item:

9. CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF A MURAL ENTITLED "HUICHOL BOY" VALUED AT \$5,000 TO BE PLACED ON THE WALL NEAR THE WEST-FACING DOORS AT THE NORMAN FIREHOUSE ARTS CENTER, 444 SOUTH FLOOD AVENUE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/23

REQUESTER: Veronica Tracy, Recreation Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF A MURAL ENTITLED "HUICHOL BOY" VALUED AT \$5,000 TO BE PLACED ON THE WALL NEAR THE WEST-FACING DOORS AT THE NORMAN FIREHOUSE ARTS CENTER, 444 SOUTH FLOOD AVENUE.

BACKGROUND:

The Norman Firehouse Arts Center approached the City of Norman regarding a mural project at the City-owned facility within Lion's Park at 444 South Flood Avenue. The donation of the art with supplies and honorarium is valued at \$5,000.

The Norman Board of Park Commissioners recommended on August 3, 2023, that the City accept this donation and place the mural at the Firehouse Art Center.

DISCUSSION:

Chapter 12, Section 12-110 states that City Council must first accept any item donated to the City with a value above \$250. Furthermore, Chapter 2, Section 2-311 states that "the City shall accept all donations of public art, as defined herein, that are made in accordance with section 4 of the Charter. . ." Article I, Section 4 of the City Charter allows that the "City may receive bequests, gifts, and donations of all kinds of property in fee simple or trust for charitable or public purposes and perform all acts necessary to carry out the purposes of such bequests, gifts, donations or trusts, with power to manage, sell, lease or otherwise dispose of same in accordance with the terms of the bequest, gift, donation, or trust."

The proposed mural depicts a young Huichol boy in front of the composition. In the background, there is a sun in the typical Wixárika style. A yellow parrot is posing on his shoulder. In Huichol culture, the parrot is seen as one of the most positive and uplifting animals you can come across in a dream; flowers representing life and abundance surround the boy.

The mural artist, Qvetzal, recently graduated from the University of Guadalajara in Puerto Vallarta and will be visiting The Firehouse Arts Center for two weeks in September. All costs for supplies and honorarium will be paid through corporate sponsorships, in-kind gifts, and grants received for the exhibition *WAKING UP* on display from September 14- November 4, 2023. The

Norman Firehouse Arts Center anticipates that they will need to loan or rent a few supplies, such as scaffolding they intend to fund in-house.

The proposed location for the mural at The Norman Firehouse Arts Center is the wall next to the West facing doors used as the main entry and within the patio courtyard used by many Norman Firehouse Arts Center patrons.

RECOMMENDATION:

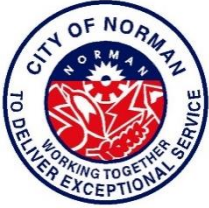
Staff recommends acceptance of the donation valued at \$5,000 of a mural to be placed on the wall near the West facing doors at Firehouse Arts Center entitled "Huichol Boy."





File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-6: a PERMANENT RIGHT OF WAY EASEMENT DONATED BY ELIE ABOU-NASSAR FOR THE CONSTRUCTION OF THE SIDEWALK ALONG CLASSEN BOULEVARD IN NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: August 22, 2023

REQUESTER: Katherine Coffin

PRESENTER: Jami Short, Transportation Management Center Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-6: A PERMANENT RIGHT OF WAY EASEMENT DONATED BY ELIE ABOU-NASSAR FOR THE CONSTRUCTION OF THE SIDEWALK ALONG CLASSEN BOULEVARD IN NORMAN.

BACKGROUND:

The project consists of two gaps of five-foot wide sidewalks for pedestrians. The first gap, on the west side of the street, starts at the southwest corner of the intersection of Classen Boulevard and 12th Avenue SE and extends northwest to a new development and further northwest to the Edge Apartment complex south of Lindsey Street. The second gap, on the east side of the street, is further north along Classen Boulevard and starts at the northeast corner of the intersection with Enid Street and extends northwest along the east side of Classen Boulevard to the southeast corner of the intersection with Shawnee Street. This project is 100% locally funded. A vicinity map of the area showing the sidewalk gaps is attached.

Construction of the new sidewalk is anticipated to begin in the spring of 2024 and be completed by the end of the summer. The sidewalk will be constructed to meet ADA requirements.

DISCUSSION:

The City must secure three parcels of permanent right-of-way, for the placement of the new sidewalk and modification of existing driveways. Staff requested donations prior to making any offers of fair market value. One of the easements, Parcel No. 3, have been donated by the property owner and is included in this agenda item for Council acceptance. An attachment provides the details of the easement as well as depicts its location. Another attachment shows the easement document signed by the property owner. The final attachment is a table showing the summary of each easement at this time.

RECOMMENDATION:

Staff recommends acceptance of Easement No. E-2324-6 and that staff be authorized to file the easements as is appropriate.

E-2324-6
Parcel No: 3.0
Classen Boulevard Sidewalk
Improvements

GRANT OF RIGHT-OF-WAY
City of Norman

Know all men by these presents:

That Elie Abou-Nassar a single person, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, the following described land to wit:

A tract of land being a part of Lots One (1) and Two (2), Block One (1) of HIGHWAY HEIGHTS, an addition to the City of Norman, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Lot One (1);

THENCE S 89°37'17" W, along the North line of said Lot One (1), a distance of 2.25 feet to a point on the West Right-of-way line of Classen Boulevard, said point being the POINT OF BEGINNING;

THENCE S 27°36'25" E, along said West Right-of-way line, a distance of 111.53 feet to a point 20.00 feet North of the South line of Lot Two (2), Block One (1) of said HIGHWAY HEIGHTS,

THENCE S 62°23'35" W, parallel and 20.00 feet North of said South line, a distance of 15.00 feet;

THENCE N 27°36'25" W, parallel with said West Right-of-way line, a distance of 119.25 feet to a point on said North line;

THENCE N 89°37'17" E, along said North line, a distance of 16.87 feet to the POINT OF BEGINNING.

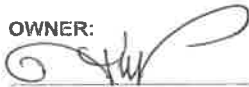
Said parcel of land containing 1730.82 square feet or 0.04 acres, more or less. All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

PUBLIC ROADWAY, DRAINAGE AND UTILITIES

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

Signed and delivered this 16th day of August, 2023

OWNER:



Elie Abou-Nassar, a single person

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of August, 2023, personally appeared Elie Abou-Nassar, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that Elie Abou-Nassar executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 3-17-2027 Notary Public: Karen Burris-Kanbur

Approved as to form and legality this 16th day of August, 2023

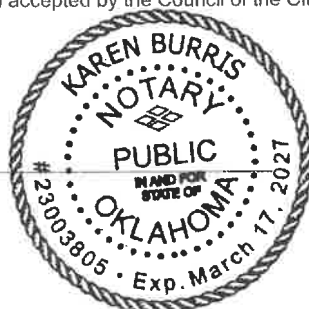
Christine Lucke
City Attorney

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

ATTEST:

City Clerk

SEAL



Mayor

EXHIBIT "A"

Parcel 3.0
Proposed Right of Way
Classen Sidewalk Project
Norman, Cleveland Co., Oklahoma
May 18, 2023

A tract of land being a part of Lots One (1) and Two (2), Block One (1) of HIGHWAY HEIGHTS, an addition to the City of Norman, Cleveland County, Oklahoma, being more particularly described as follows:

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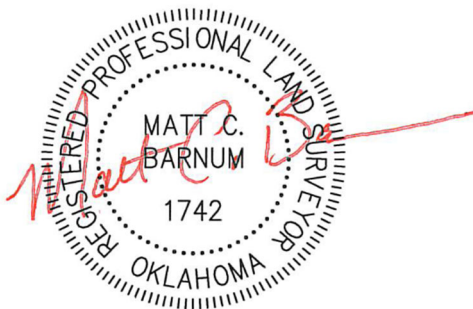
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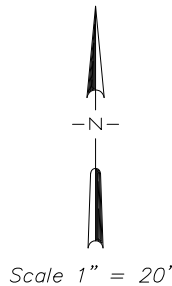
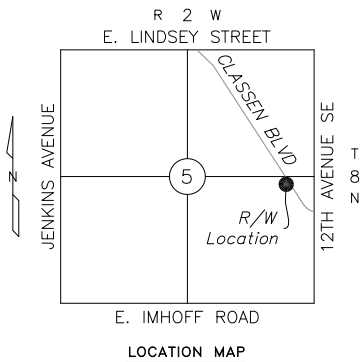
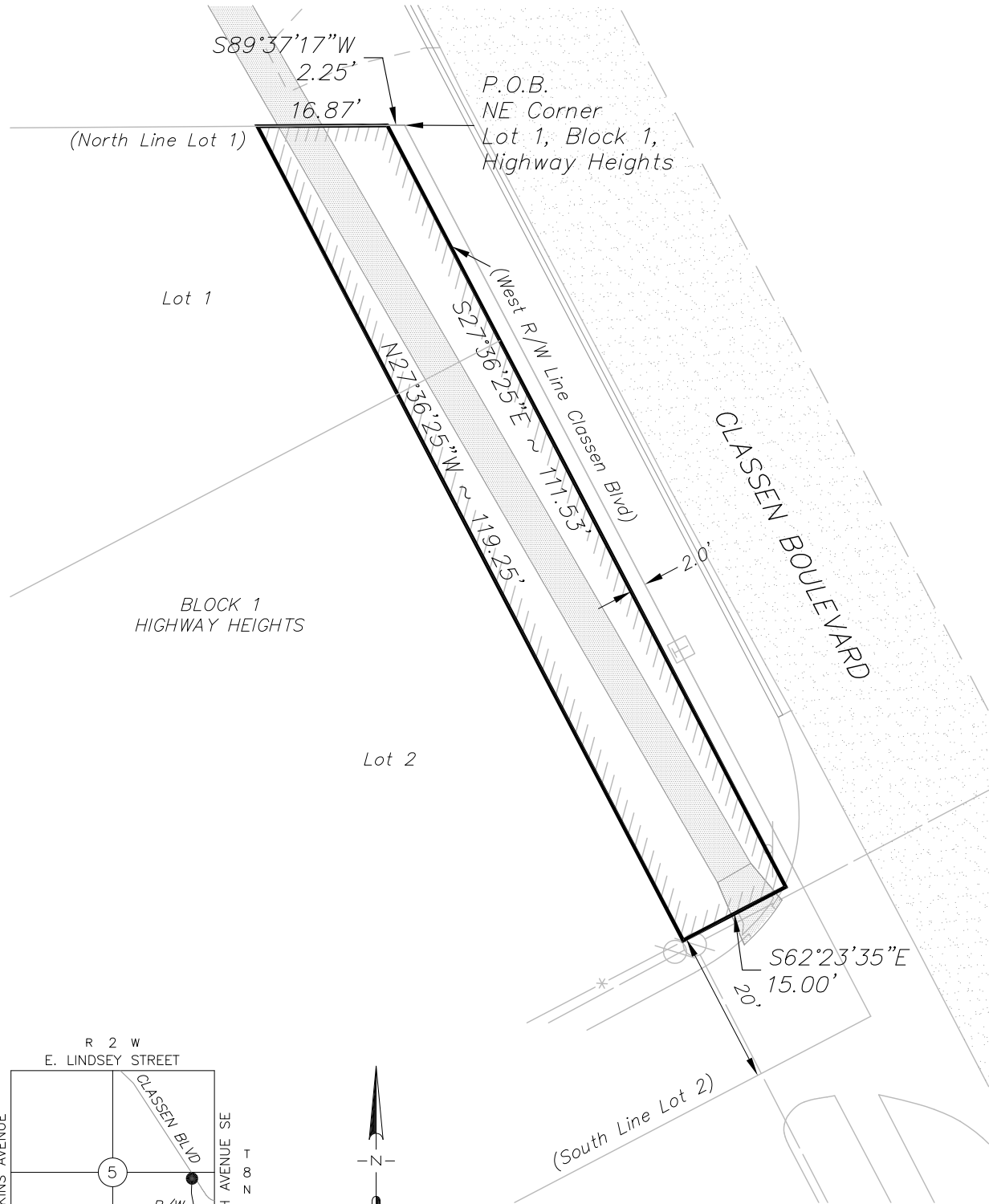
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THENCE N 89°37'17" E, along said North line, a distance of 16.87 feet to the POINT OF BEGINNING.

Said parcel of land containing 1730.82 square feet or 0.04 acres, more or less

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.





Parkhill

3226 BART CONNER DRIVE
NORMAN, OK 73072
PH: (405) 366-8541
FAX: (405) 366-8540
http://www.Parkhill.com

Surveyed By: _____
Drawn By: TG
Approved By: MB
Date: 05/18/2023
Scale: 1" = 20'
Project No: 04118123

Project: PARCEL 3.0
PROPOSED RIGHT-OF-WAY
Project Location: PT OF LOTS 1&2, BLOCK 1, HIGHWAY HEIGHTS
NORMAN, CLEVELAND COUNTY, OKLAHOMA
Client: PARKHILL
3226 BART CONNER DRIVE, NORMAN, OK 73072

Sheet Number

2

Sheet 2 of

222

Classen Sidewalk Project Easement Summary

Easement No.	Parcel No.	Grantors	Document	Cost
*	1	Mr. Kung Ting	Right-of-Way Easement- 229.81 sq. ft.	?
*	2	Savannah Custom Builders	Right-of-Way Easement- 19.13 sq. ft.	?
E-2324-6	3	Mr. Elie Abou-Nassar	Right-of-Way Easement- 1730.82 sq. ft.	Donated
Sub-Total				\$0.00

*Still Waiting to hear back from the property owner



CLASSEN BLVD. Sidewalks

Site 1: 12th Ave. SE to Edge Apts.

Site 2: Enid St. to Shawnee St.



1 INCH = 550 FEET

Date: 5/7/2021

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-8: A PERMANENT UTILITY EASEMENT GRANTED BY THE CITY OF NORMAN TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR THE JAMES GARNER PHASE 2 NORMAN FORWARD PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-8: A PERMANENT UTILITY EASEMENT GRANTED BY THE CITY OF NORMAN TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR THE JAMES GARNER PHASE 2 NORMAN FORWARD PROJECT.

BACKGROUND:

On October 13, 2015, Norman Voters approved the \$150 million, 15-year, Norman Forward Sales Tax initiative. The program outlined various citywide projects to improve the quality of life for the citizens of Norman. One of these projects is the James Garner Avenue – Acres Street to Flood Avenue project. This project was to be allotted a budget from Norman Forward funds of \$6,000,000.

On November 8, 2016, the Norman City Council approved programming Resolution No. R-1617-49 requesting federal funds to extend James Garner Avenue from Acres Street to Flood Avenue. This Resolution states the City's commitment to adhere to the terms and conditions of a federally funded project. Through the Association of Central Oklahoma Governments (ACOG), the Oklahoma Department of Transportation (ODOT) agrees to provide 80% of the cost of construction with a 20% matching share from the City of Norman. In order to receive the federal funding, the City of Norman is required to enter in an agreement with ODOT to complete the design, acquire all rights-of-way and relocate existing utilities/encroachments at City's cost.

This Norman Forward Street Improvement Project will create a new entry into downtown and will help alleviate traffic on both Flood Avenue and Porter Avenue. The scope of this project includes:

- Construction of a new two-lane extension of James Garner Avenue from Acres Street to Flood Avenue
- New roadway bridge over Robinson Street
- New two-lane modern roundabout intersection at Flood Avenue
- Landscaping and Low Impact Development measures in roadway medians
- Reconstruction and extension of a portion of the Legacy Trail to accommodate the new roadway.
- New lighting along the street and Legacy Trail.

- Reconstruction of local residential streets as necessary.

In March of 2017, the Norman City Council approved the design contract (K-1617-105) with Cabbiness Engineering, in the amount of \$427,000.00, for the James Garner Avenue Project from Acres Street to Flood Avenue, and Cabbiness began preliminary design for the project.

On August 27, 2019, the Norman City Council approved Contract Amendment No. One for contract No. K-1617-105, between the City of Norman and Cabbiness Engineering, in the amount of \$2,275.00, for the design of the James Garner Avenue Project from Acres Street to Flood Avenue.

On March 23, 2021, the Norman City Council approved Contract Amendment No. Two for contract No. K-1617-105, between the City of Norman and Garver, LLC, in the amount of \$5,675.00, for the design of the James Garner Avenue Project from Acres Street to Flood Avenue.

On January 26, 2022, the City of Norman purchased property North of Robinson Street from the Judith E. Drabek Foundation Trust, in the amount of \$81,936.00, for the construction of the James Garner Avenue Phase II from Acres Street to Flood Avenue Norman Forward Project.

On February 28, 2022, the City of Norman obtained property North of Robinson Street, from the University of Oklahoma, for the construction of the James Garner Avenue Phase II from Acres Street to Flood Avenue Norman Forward Project.

On April 12, 2022, the Norman City Council approved Contract Amendment No. Three for contract No. K-1617-105, between the City of Norman and Garver, LLC, in the amount of \$34,400.00, for the design of the James Garner Avenue Project from Acres Street to Flood Avenue.

On May 24, 2022, the Norman City Council accepted easement E-2122-65, establishing a roadway, sidewalk, and utility easement across the lands purchased for construction of the James Garner Phase II-Acres Street to Flood Avenue Norman Forward Project.

On June 14, 2022, the City of Norman entered into funding agreement (K-2122-135 & R-2122-129) for the James Garner Avenue-Acres Street to Flood Avenue Norman Forward Project. The agreement split the project construction costs between City of Norman funds and federal funds administered by ODOT. The federal share was capped at \$4,825,733, leaving the City to pay \$1,664,597.00 based on the engineer's estimate at the time of the agreement.

On August 17, 2022, the City was invoiced by ODOT for its portion of the construction cost based on new estimates. The City's portion of construction at that time was estimated to be \$1,662,153.00. The City paid that amount, as invoiced, to ODOT per the project funding agreement.

On November 22, 2022, the Norman City Council appropriated additional funding, in the amount of \$2,281,034.00 from the Norman Forward Fund Balance account to the James Garner Phase 3 Project, to cover the construction cost based on the low-bid received by

ODOT on October 20, 2022, allowing for the award of the construction contract to Redlands Contracting, LLC for a total cost of \$7,820,546.33.

DISCUSSION:

After construction began on the James Garner Phase 2 Norman Forward Project, the contractor brought up concerns regarding the proximity of an overhead electric line to the location of the new James Garner bridge over Robinson Street.

This electric line was reviewed during pre-construction utility meetings, but at that time it was determined that the line did not conflict with the roadway, so it was not necessary to relocate the line. However, after further coordination between the bridge contractor and OG&E, it was decided that due to the amount of power the line carries and for the safety of the bridge crews, the line would best be located to the west of its current location.

Although the relocation of the electric line will delay the start of the bridge construction, it is not anticipated to affect the overall construction schedule for the project. Furthermore, there is no cost to the City of Norman for the associated relocation.

Two portions of the line to be relocated fall within City owned property but outside of present roadway right-of-way. For this reason, it is necessary to grant easements to OG&E for these portions of the line. This agenda item is for the required easement located on the north side of Robinson Street just west of the new James Garner alignment.

RECOMMENDATION No. 1:

Staff recommends acceptance of Permanent Utility Easement E-2324-8 granted to Oklahoma Gas and Electric Company for providing electric service to the James Garner Phase 2 Norman Forward Project.

AFTER RECORDING RETURN TO:
 OGE ELECTRIC SERVICES
 TIMOTHY J. BAILEY, M/C WNM-12
 PO BOX 321
 OKLAHOMA CITY OK 73101-0321

EASEMENT

Work Order #8436688

KNOW ALL MEN BY THESE PRESENTS: THAT **THE CITY OF NORMAN, OKLAHOMA, a Municipal Corporation**, Grantor, in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, operate, maintain, and reconstruct underground and/or above ground a system of conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, upon and across the following real property and premises, situated in Cleveland County, State of Oklahoma, to wit:

A part of the **SW/4, SECTION 19, T9N, R2W, I.M.**, being a part of a tract of land described in a deed recorded in Book 6368, Pages 1164-1168, at the County Clerk's office, as described in Exhibit "A" and shown on Exhibit "B", attached hereto and hereby made a part of this easement.

Grantor further covenants and agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (2011) Section 142.1, et. seq. (One-call statute).

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Approved this _____ day of _____, 2023, by the City of Norman.

THE CITY OF NORMAN, OKLAHOMA, a Municipal Corporation

City Seal

By: _____

Title: _____

CITY ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS;

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, of the City of Norman, Oklahoma, a Municipal Corporation, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that they executed the same as their free and voluntary act and deed of such city, for the uses and purposes therein set forth.

My Commission Expires: _____

Commission # _____

 Notary Public

EXHIBIT "A"

To that certain easement from the City of Norman, Oklahoma, a Municipal Corporation to Oklahoma Gas and Electric Company.

An easement in the **SOUTHWEST QUARTER (SW1/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST** of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474, on July 28, 2023, using an arbitrary bearing of N89°42'35"W between existing monuments on the South line of the SW1/4, as a Basis of Bearing and as shown on attached Easement Sketch, said easement further described as being Twenty five (25) feet in width, Twelve and One half (12.50) feet each side of a centerline described as follows:

COMMENCING at the Southeast corner of said SW1/4;

Thence N89°42'35"W, on the South line of said SW1/4, for a distance of 620.17 feet;

Thence N00°17'04"E, for a distance of 120.27 feet, to the **POINT OF BEGINNING**;

Thence N26°56'31"W, on said centerline for a distance of 47.92 feet;

Thence N02°32'22"E, on said centerline for a distance of 51.99 feet, to the **POINT OF TERMINATION**.

EXHIBIT "B"

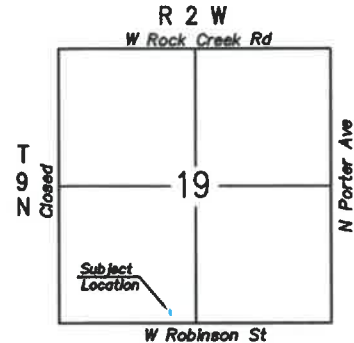
EASEMENT SKETCH

Note: Bearings Are Based On An Arbitrary Bearing Of $N89^{\circ}42'35''W$ Between Existing Monuments On The South Line Of The SW1/4 Sec. 19, T9N, R2W, I.M. Cleveland County, Oklahoma.

(●) – Indicates Existing 1/2" Iron Pin Or Monument as Noted.

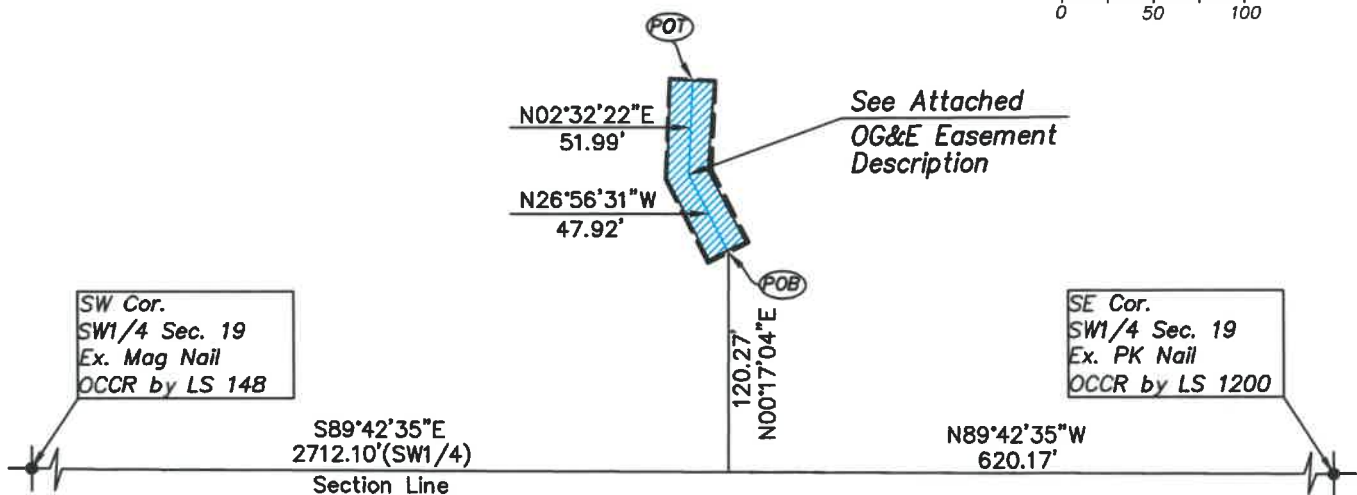
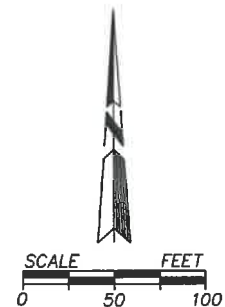
(OCCR) – Indicates Oklahoma Certified Corner Record On File With The Oklahoma Department Of Libraries Archives Division.

I, Timothy G. Pollard, a Professional Land Surveyor, hereby certify that the attached drawing is a true and accurate representation of the attached easement description and is subject to all notes and qualifying statements.



LOCATION MAP

Timothy G. Pollard
Timothy G. Pollard, PLS 1474
Dated: July 28, 2023



OKLAHOMA GAS AND ELECTRIC COMPANY

POLLARD & WHITED SURVEYING INC. 2514 TEE DRIVE, NORMAN, OKLAHOMA 73069 CA#2380 EXP 06-30-23 405-366-0001	OG&E EASEMENT SKETCH WO# 8436688 PART OF THE SW1/4 SEC. 19, T9N, R2W, I.M. CLEVELAND COUNTY, OKLAHOMA	REVISIONS: _____ _____ _____
DRAWN BY: J. THOMAS DATE: July 28, 2023 APPROVED BY: D. MEEKS DATE: July 28, 2023	FILE #: 19-9N2W.ASC DATE: July 28, 2023 DRWG #: 19-9n2w.DWG DATE: July 28, 2023	SCALE: 1" = 100' SHEET 1 OF 1



James Garner - Acres Street to Flood Avenue



0 100 200 400 Feet



File Attachments for Item:

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-9: A PERMANENT UTILITY EASEMENT GRANTED BY THE CITY OF NORMAN TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR THE JAMES GARNER PHASE 2 NORMAN FORWARD PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-9: A PERMANENT UTILITY EASEMENT GRANTED BY THE CITY OF NORMAN TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR THE JAMES GARNER PHASE 2 NORMAN FORWARD PROJECT.

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On August 17, 2022, the City was invoiced by ODOT for its portion of the construction cost based on new estimates. The City's portion of construction at that time was estimated to be \$1,662,153.00. The City paid that amount, as invoiced, to ODOT per the project funding agreement.

On November 22, 2022, the Norman City Council appropriated additional funding, in the amount of \$2,281,034.00 from the Norman Forward Fund Balance account to the James Garner Phase 3 Project, to cover the construction cost based on the low-bid received by

ODOT on October 20, 2022, allowing for the award of the construction contract to Redlands Contracting, LLC for a total cost of \$7,820,546.33.

DISCUSSION:

After construction began on the James Garner Phase 2 Norman Forward Project, the contractor brought up concerns regarding the proximity of an overhead electric line to the location of the new James Garner bridge over Robinson Street.

This electric line was reviewed during pre-construction utility meetings, but at that time it was determined that the line did not conflict with the roadway, so it was not necessary to relocate the line. However, after further coordination between the bridge contractor and OG&E, it was decided that due to the amount of power the line carries and for the safety of the bridge crews, the line would best be located to the west of its current location.

Although the relocation of the electric line will delay the start of the bridge construction, it is not anticipated to affect the overall construction schedule for the project. Furthermore, there is no cost to the City of Norman for the associated relocation.

Two portions of the line to be relocated fall within City owned property but outside of present roadway right-of-way. For this reason, it is necessary to grant easements to OG&E for these portions of the line. This agenda item is for the required easement located on the south side of Robinson Street just west of the new James Garner alignment.

RECOMMENDATION No. 1:

Staff recommends acceptance of Permanent Utility Easement E-2324-9 granted to Oklahoma Gas and Electric Company for providing electric service to the James Garner Phase 2 Norman Forward Project.

AFTER RECORDING RETURN TO:
 OGE ELECTRIC SERVICES
 TIMOTHY J. BAILEY, M/C WNM-12
 PO BOX 321
 OKLAHOMA CITY OK 73101-0321

EASEMENT

Work Order #8436688

KNOW ALL MEN BY THESE PRESENTS: THAT **THE CITY OF NORMAN, OKLAHOMA, a Municipal Corporation**, Grantor, in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, operate, maintain, and reconstruct underground and/or above ground a system of conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, upon and across the following real property and premises, situated in Cleveland County, State of Oklahoma, to wit:

A part of the **NW/4, SECTION 30, T9N, R2W, I.M.**, being a part of a tract of land described in a deed recorded in Book 2348, Pages 702-706, at the County Clerk's office, as described in Exhibit "A" and shown on Exhibit "B", attached hereto and hereby made a part of this easement.

Grantor further covenants and agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (2011) Section 142.1, et. seq. (One-call statute).

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Approved this _____ day of _____, 2023, by the City of Norman.

THE CITY OF NORMAN, OKLAHOMA, a Municipal Corporation

City Seal

By: _____

Title: _____

CITY ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS;

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, of the City of Norman, Oklahoma, a Municipal Corporation, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that they executed the same as their free and voluntary act and deed of such city, for the uses and purposes therein set forth.

My Commission Expires: _____

Commission # _____

 Notary Public

EXHIBIT "A"

To that certain easement from the City of Norman, Oklahoma, a Municipal Corporation to Oklahoma Gas and Electric Company.

An easement in the **NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY (30), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST** of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474, on July 28, 2023, using an arbitrary bearing of N89°42'35"W between existing monuments on the North line of the NW1/4, as a Basis of Bearing and as shown on attached Easement Sketch, said easement further described as being Twenty five (25) feet in width, Twelve and One half (12.50) feet each side of a centerline described as follows:

COMMENCING at the Northeast corner of said NW1/4;

Thence N89°42'35"W, on the North line of said NW1/4, for a distance of 514.00 feet;

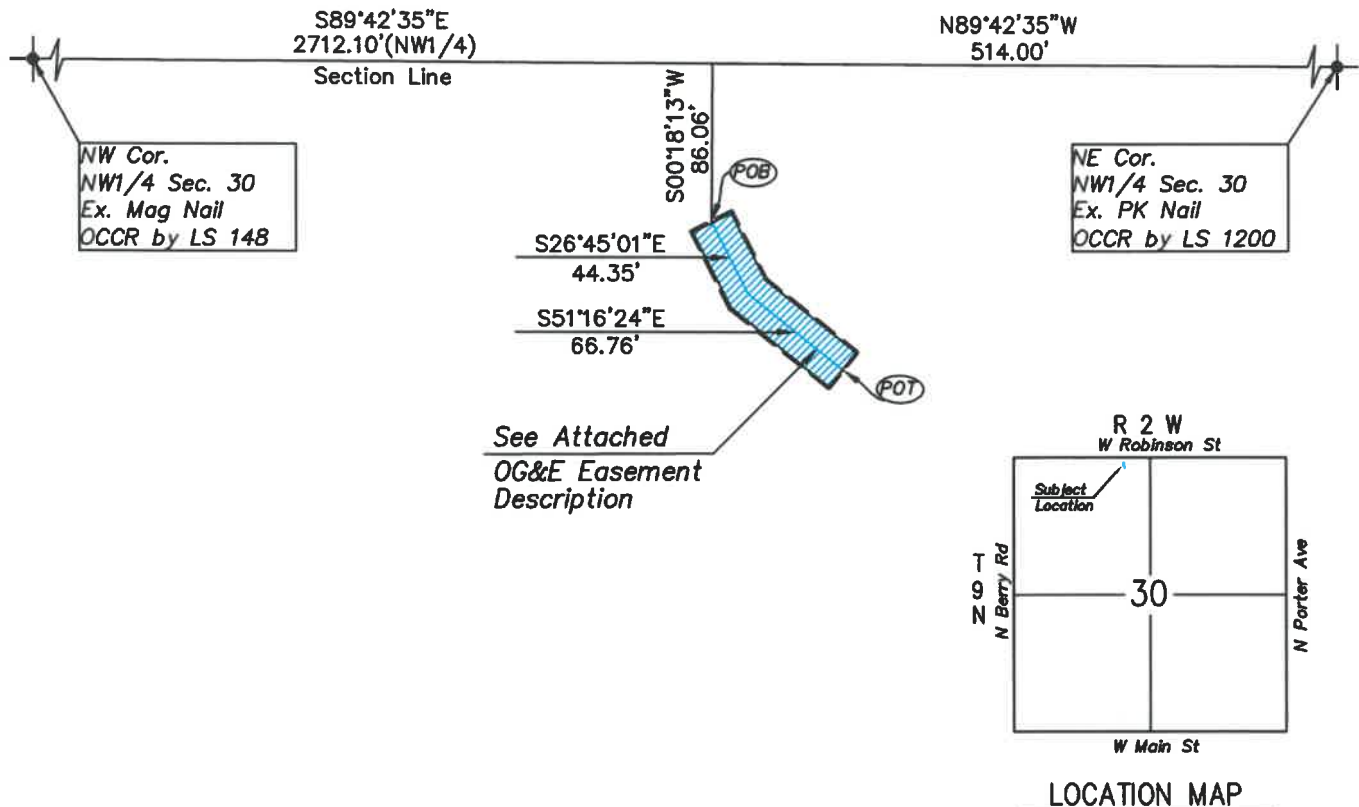
Thence S00°18'13"W, for a distance of 86.06 feet, to the **POINT OF BEGINNING**;

Thence S26°45'01"E, on said centerline for a distance of 44.35 feet;

Thence S51°16'24"E, on said centerline for a distance of 66.76 feet, to the **POINT OF TERMINATION**.

EXHIBIT "B"

EASEMENT SKETCH



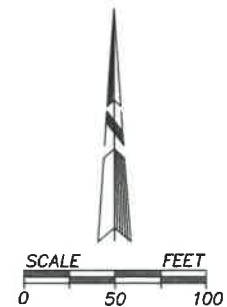
Note: Bearings Are Based On An Arbitrary Bearing Of N89°42'35"W Between Existing Monuments On The North Line Of The NW1/4 Sec. 30, T9N, R2W, I.M. Cleveland County, Oklahoma.

(●) – Indicates Existing 1/2" Iron Pin Or Monument as Noted.

(OCCR) – Indicates Oklahoma Certified Corner Record On File With The Oklahoma Department Of Libraries Archives Division.

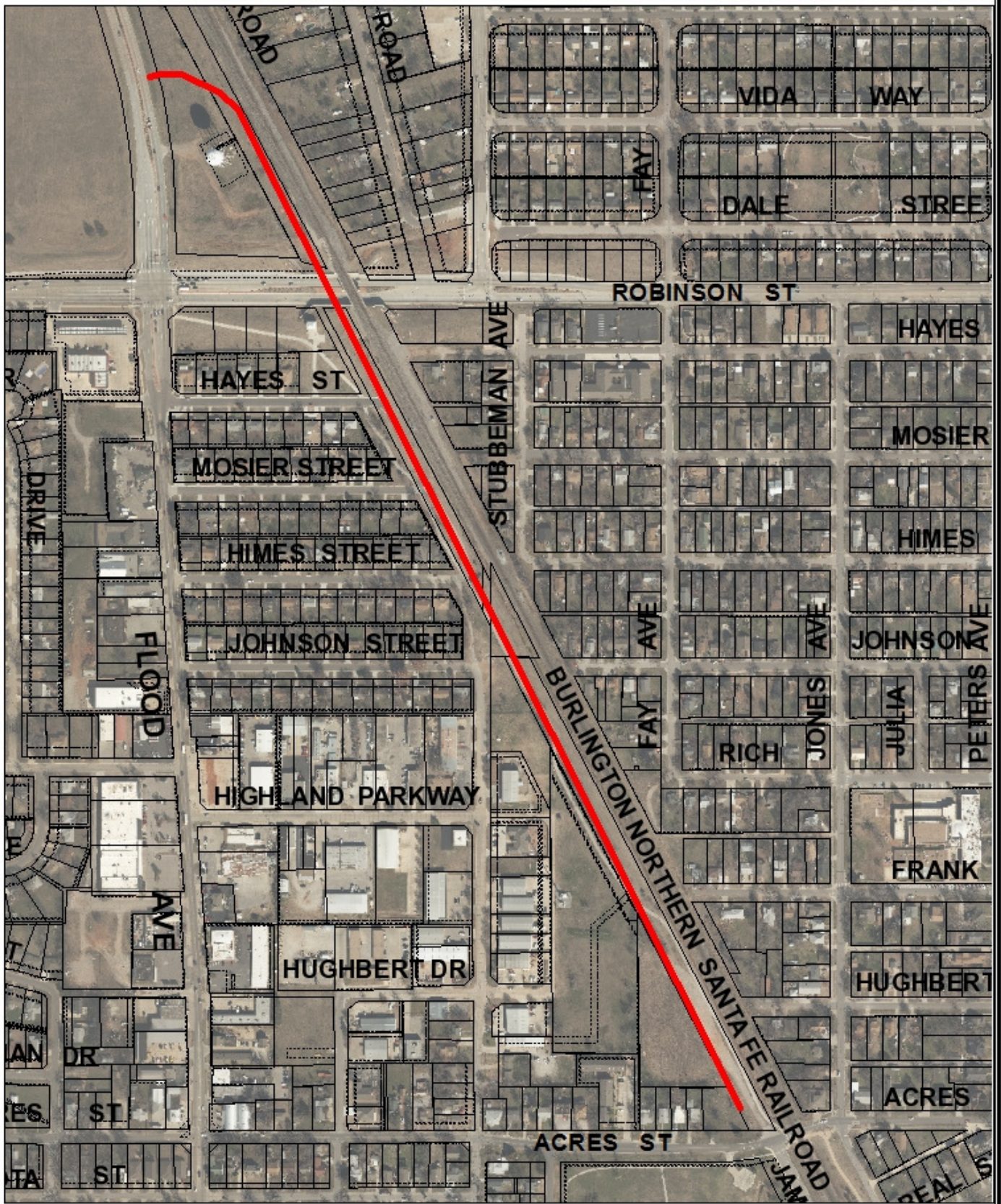
I, Timothy G. Pollard, a Professional Land Surveyor, hereby certify that the attached drawing is a true and accurate representation of the attached easement description and is subject to all notes and qualifying statements.

Timothy D. Pollard
Timothy G. Pollard, PLS 1474
Dated: July 28, 2023



OKLAHOMA GAS AND ELECTRIC COMPANY

POLLARD & WHITED SURVEYING INC. 2514 TEE DRIVE, NORMAN, OKLAHOMA 73069 CA#2380 EXP 06-30-23 405-366-0001	OG&E EASEMENT SKETCH WO# 8436688 PART OF THE NW1/4 SEC. 30, T9N, R2W, I.M. CLEVELAND COUNTY, OKLAHOMA	REVISIONS:
DRAWN BY: J. THOMAS DATE: July 28, 2023 APPROVED BY: D. MEEKS DATE: July 28, 2023	FILE #: 19-9N2W.ASC DATE: July 28, 2023 DRWG #: 19-9n2w.DWG DATE: July 28, 2023	SCALE: 1" = 100' SHEET 1 OF 1



James Garner - Acres Street to Flood Avenue



0 100 200 400 Feet



File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2223-6: FOR GOLDEN VALLEY RANCH (GENERALLY LOCATED ON THE NORTH SIDE OF WEST ROCK CREEK ROAD AND ONE-HALF MILE WEST OF 48TH AVENUE NW).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2223-6: FOR GOLDEN VALLEY RANCH (GENERALLY LOCATED ON THE NORTH SIDE OF WEST ROCK CREEK ROAD AND ONE-HALF MILE WEST OF 48TH AVENUE NW).

BACKGROUND:

This item is Norman Rural Certificate of Survey No. COS-2223-6 for Golden Valley and is generally located on the north side of West Rock Creek Road and one-half mile west of 48th Avenue N.W.

Norman Rural Certificate of Survey COS-2223-6 for Golden Valley Ranch was approved by Planning Commission at its meeting of July 13, 2023.

DISCUSSION:

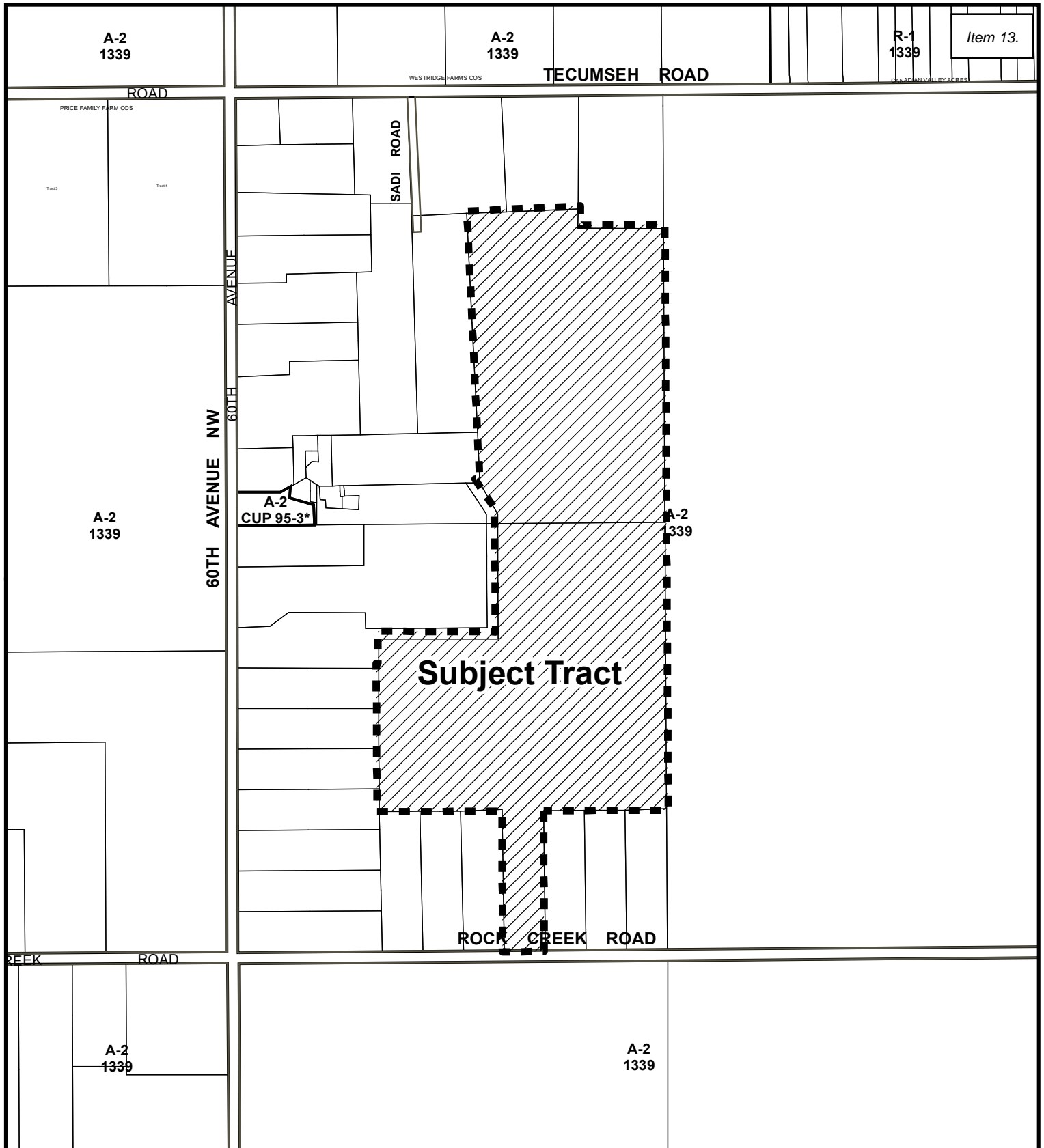
Many of the tracts are located within the flood plain. Flood plain permits will be required to be submitted to the Flood Plain Permit Committee before building permit applications can be issued for Tracts 1 through 3 and possibly Tract 4 depending the location of the structure. The Flood Plain Permit Committee approved Flood Plain Permit No. 671 regarding the construction of a private road.

Currently there are two active oil wells. One oil well is located on Tract 3 and the other is located on Tract 4. Proper radius building setback requirements are shown on the certificate of survey.

The property consists of a total of 115.49 acres. Tract 1 is 20.22 acres, Tract 2 is 20.01 acres, Tract 3 is 20.15 acres, Tract 4 is 20.08 and Tract 5 is 35.03.

RECOMMENDATION:

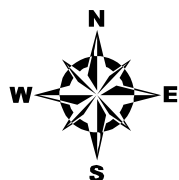
Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey No. COS-2223-6 for Golden Valley Ranch.



Location Map



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

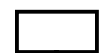


April 6, 2023

0 400 800 Ft.



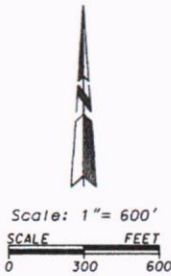
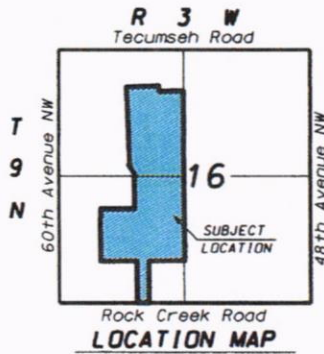
Subject Tract



Zoning

GOLDEN VALLEY RANCHA NORMAN RURAL CERTIFICATE
OF SURVEY SUBDIVISIONPART OF W1/2 OF SECTION 16, T9N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

COS - 2223-7



(—x—x—) - Indicates
Existing Fence Line

(●) - Indicates Existing
1/2" Iron Pin Or Monument
As Noted Hereon.

(○) - Indicates Set
1/2" Iron Pin With
Plastic Cap Marked
"Pollard PLS 1474"

(OCCR) - Indicates Okla.
Certified Corner Record
on File With The Okla.
Department of Libraries,
Archives Division.

FEMA FIRM Flood
Zone Map Panel
No. 40027C0170J &
No. 40027C0260J
Dated 01/15/2021

Special Note: Developer, Civil Engineer, nor the City of Norman can guarantee the emergency vehicles will have adequate access to lots utilizing Golden Valley Road during the FEMA 100-year flood event due to standing water above Golden Valley Road.

NOTE:

Bearings shown are based on a Deed Bearing of N89°39'30"E between existing monuments on the South line of the SW1/4 of Section 16, T9N, R3W, I.M., Norman, Cleveland County, Oklahoma.

POLLARD & WHITED SURVEYING, INC.

2514 Tee Drive

Norman, OK 73069

CA 2380 exp. 6-30-23

405-366-0001 Off.

timewsurveying.com

Golden Valley Ranch COS

Certificate of Survey

Part W1/2 of Section 16, T9N, R3W, IM

Norman, Cleveland County, Oklahoma

March 9, 2023

Drawn By: T. Pollard

16-9n3w.dgn

Sheet 1 of 4

Planning Commission Agenda
July 13, 2023

CERTIFICATE OF SURVEY
COS-2223-6

ITEM NO. 2

STAFF REPORT

ITEM: Consideration of **NORMAN RURAL CERTIFICATE OF SURVEY COS-2223-6 FOR GOLDEN VALLEY RANCH.**

LOCATION: Generally located on the north side of West Rock Creek Road and one-half mile west of 48th Avenue N.W.

INFORMATION:

1. Owners. Logan Wright Foundation
2. Developer. Logan Wright Foundation.
3. Surveyor/Engineer. Pollard & Whited Surveying, Inc.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1320 annexing this property into the Corporate City limits without zoning.
2. December 19, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM/INFORMATION:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Sanitary Sewer. Individual septic systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
4. Private Road. The proposed five (5) tracts will be served by a private road maintained by Homeowners Association. Required covenants address maintenance of the private road.

IMPROVEMENT PROGRAM/INFORMATION

4. Easements. The owner has submitted an easement for additional roadway, drainage and utilities in connection with Rock Creek Road.
5. Flood Plain. Many of the tracts are within the flood plain. Flood plain permits will be required to be submitted to the Flood Plain Permit Committee before building permit applications can be issued for Tracts 1 through 3 and possibly Tract 4 depending the location of the structure. The Flood Plain Permit Committee approved Flood Plain Permit No. 671 regarding the construction of a private road.
6. Oil Wells. Currently there are two active oil wells. One oil well is located on Tract 3 and the other is located on Tract 4. Proper radius building setback requirements are shown on the certificate of survey.
7. Acreage. The property consists of a total of 115.49 acres. Tract 1 is 20.22 acres, Tract 2 is 20.01 acres, Tract 3 is 20.15 acres, Tract 4 is 20.08 and Tract 5 is 35.03.

SUPPLEMENTAL MATERIAL: Copies of a location map and Norman Rural Certificate of Survey No. COS-2223-6 are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The owners propose to subdivide their approximately 115.49 acres into five tracts. Based on the fact this certificate of survey meets the minimum 20 acres requirement, Staff recommends approval of Norman Rural Certificate of Survey No. COS-2223-6 for Golden Valley Ranch.

ACTION NEEDED: Approve or disapprove Norman Rural Certificate of Survey No. COS-2223-6 for Golden Valley Ranch and submit to City Council for its consideration.

ACTION TAKEN: _____

City Council Agenda

COS-2223-6

August 22, 2022

ITEM: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2223-6 FOR GOLDEN VALLEY RANCH.

LOCATION: Generally located on the north side of West Rock Creek Road and one-half mile west of 48th Avenue N.W.

INFORMATION:

1. Owners. Logan Wright Foundation.
2. Developer. Logan Wright Foundation.
3. Surveyor. Pollard & Whited, Surveying, Inc..

HISTORY:

1. Refer to the Planning Commission Staff Report, July 13, 2023.
2. July 13, 2023. Planning Commission, on a vote of 7-0, recommended to City Council that Certificate of Survey No. COS-2223-6 for Golden Valley Ranch be approved.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, certificate of survey, Staff Report recommending approval and pertinent excerpts from the Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Certificate of Survey No. COS-2223-6 for Golden Valley Ranch, and, if approved, direct the filing of Certificate of Survey No. COS-2223-6 for Golden Valley Ranch with the Cleveland County Clerk.

ACTION TAKEN: _____

File Attachments for Item:

14. CONSIDERATION OF AUTHORIZATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR UNIVERSITY NORTH PARK, SECTION XI (A PLANNED UNIT DEVELOPMENT). (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 24TH AVENUE NW AND LEGACY PARK DRIVE).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF AUTHORIZATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR UNIVERSITY NORTH PARK, SECTION XI (A PLANNED UNIT DEVELOPMENT). (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 24TH AVENUE NW AND LEGACY PARK DRIVE).

BACKGROUND:

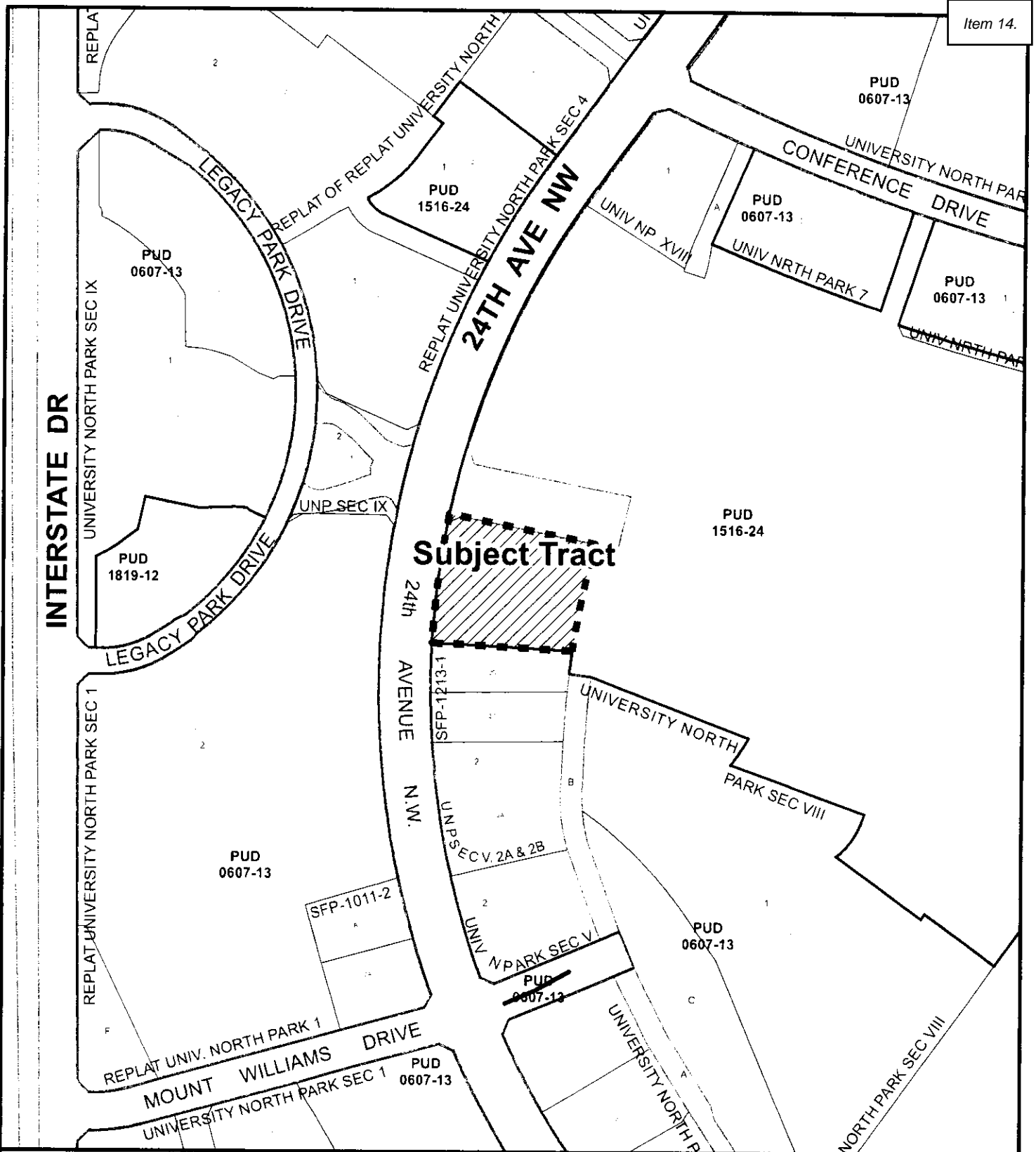
This item is a final plat for University North Park Addition, Section XI, a Planned Unit Development, and is located at the southeast corner of the intersection of 24th Avenue N.W. and Legacy Park Drive. This property consists of 2.12 acres and two (2) lots. The proposed use will be restaurants and/or retail. The Norman Development Committee, at its meeting of August 3, 2023, reviewed and approved the program of public improvements, final site development plan and final plat for University North Park Addition, Section XI, a Planned Unit Development and submitted to City Council for consideration.

DISCUSSION:

The public improvements required of this plat consist of sanitary sewer main that will be extended to serve the north lot. Water improvements are existing. Storm water will be conveyed to an off plat existing privately maintained detention facility through an underground system. Twenty-fourth Avenue N.W. and Legacy Park Drive paving is existing. Sidewalks are existing adjacent to 24th Avenue N.W. and Legacy Park Drive. Sidewalks will be installed adjacent to the private drive located on the east side of the property.

RECOMMENDATION:

Based upon the above information, staff recommends acceptance of the public dedications, approval of the final site development plan and final plat and the filing of the final plat, subject to completion of public improvements or bonding of the public improvements through the concurrent construction process.



Location Map





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

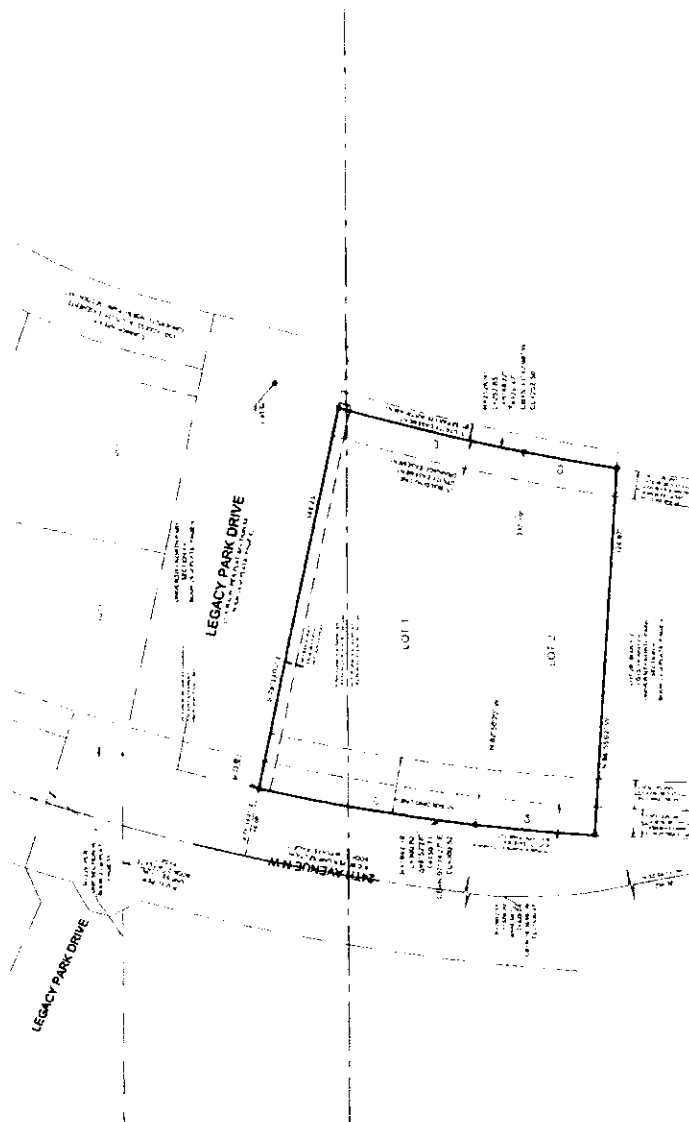
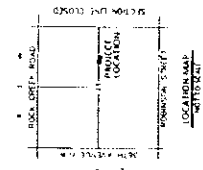


August 1, 2023

0 150 300 Ft.

 Subject Tract
 Zoning

FINAL PLAT
UNIVERSITY NORTH PARK SECTION XI
A PLANNED UNIT DEVELOPMENT
A PART OF THE N.E. 1/4 AND S.E. 1/4 OF SECTION 23, T. 9 N., R. 3 W., 1.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



STORM DRAINAGE DETENTION FACILITY CALCULATIONS

Storm Drainage Detention Facility Calculations are hereby submitted as a condition of the plat. The calculations are based on the following assumptions:

- 1. The storm drainage system is designed to handle a 100-year return period storm.
- 2. The storm drainage system is designed to handle a peak flow rate of 100 cfs.
- 3. The storm drainage system is designed to handle a peak storage volume of 100,000 cubic feet.
- 4. The storm drainage system is designed to handle a peak detention time of 10 minutes.

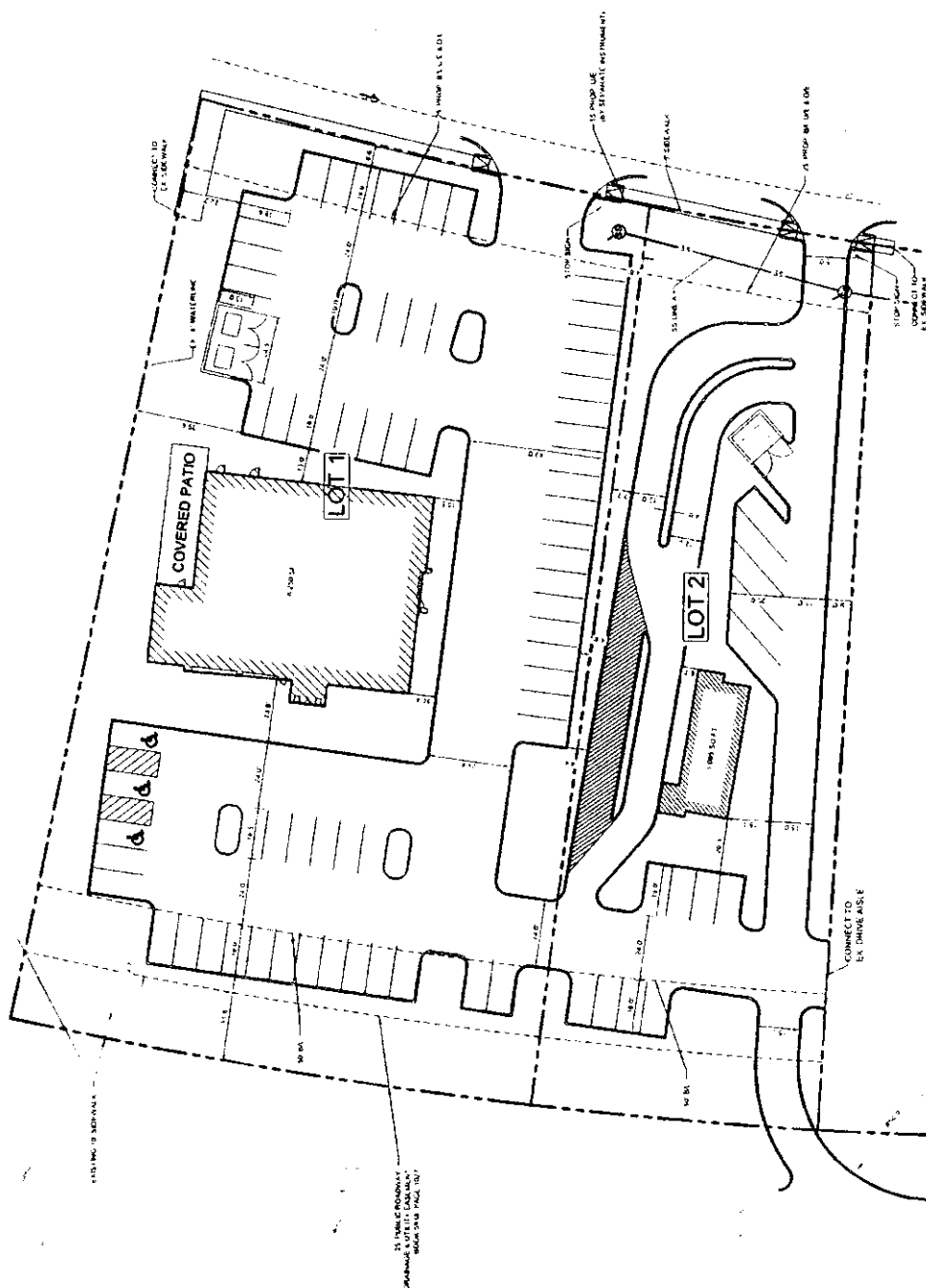
Lot	Area	Volume	Detention	Storage
1	1.25	125,000	10	100,000
2	1.25	125,000	10	100,000
3	1.25	125,000	10	100,000
4	1.25	125,000	10	100,000

GRAPHIC SCALE
1" = 100' (FEET)
1" = 100'

COWAN GROUP ENGINEERING
COWAN GROUP ENGINEERING, INC.
1000 N. W. 10th St., Suite 100
Norman, Oklahoma 73061
Phone: (405) 891-1234
Fax: (405) 891-1235
Email: info@cowaneng.com
Website: www.cowaneng.com

- NOTES
1. COMMON AREAS SHALL BE OWNED AND MAINTAINED BY THE PLAT OFFEROR.
 2. THE PLAT OFFEROR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE STORM DRAINAGE SYSTEM.
 3. THE PLAT OFFEROR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORM DRAINAGE SYSTEM.
 4. THE PLAT OFFEROR SHALL BE RESPONSIBLE FOR THE REMEDIATION OF ANY POLLUTION OR CONTAMINATION OF THE STORM DRAINAGE SYSTEM.
 5. THE PLAT OFFEROR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY ADJACENT PROPERTY.
 6. THE PLAT OFFEROR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY ADJACENT WATER BODIES.
 7. THE PLAT OFFEROR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY ADJACENT AIR QUALITY.
 8. THE PLAT OFFEROR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY ADJACENT SOIL QUALITY.
 9. THE PLAT OFFEROR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY ADJACENT VEGETATION.
 10. THE PLAT OFFEROR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY ADJACENT WILDLIFE.





DEVELOPMENT COMMITTEE

FINAL PLAT
FP-2324-1

DATE:
August 3, 2023----

STAFF REPORT

ITEM: Consideration of a Final Plat for **UNIVERSITY NORTH PARK ADDITION SECTION XI, A PLANNED UNIT DEVELOPMENT.**

LOCATION: Generally located at the southeast corner of the intersection of 24th Avenue N.W. and Legacy Park Drive.

INFORMATION:

1. Owners. University Town Center, L.L.C.
2. Developer. University Town Center, L.L.C.
3. Engineer. Kimley-Horn.

HISTORY:

1. December 19, 1961. Planning Commission recommended to City Council that this property be placed in A-2 zoning classification.
2. January 23, 1962. City Council adopted Ordinance No. 1339 placing a portion of this property in I-1 and removing it from A-2 zoning classification.
3. September 15, 1964. Planning Commission, on a vote of 9-0, recommended to City Council that a portion of this property be placed in I-1 and removed from A-2 zoning classification.
4. September 22, 1964. City Council adopted Ordinance No. 1686 placing a portion of this property in I-1, and removing it from A-2 zoning classification.
5. July 11, 2002. Planning Commission, on a vote of 5-0-2, recommended to City Council that the NORMAN 2020 Land Use and Transportation Plan be amended by designating this property as a Special Planning Area Designation and changing it from Industrial Designation.
6. July 11, 2002. Planning Commission, on a vote of 5-0-2, recommended to City Council that this property be placed in the PUD, Planned Unit Development and removed from I-1 and A-2 zoning classification.

7. July 11, 2002. Planning Commission, on a vote of 5-0-2, recommended to City Council that the preliminary plat for University North Park Addition, a Planned Unit Development be approved.
8. August 13, 2002. City Council amended the NORMAN 2020 Land Use and Transportation Plan designating this property as a Special Planning Area.
9. August 13, 2002. City Council adopted Ordinance No. O-0203-2 placing this property in the PUD, Planned Unit Development, and removing it from I-1 and A-2 zoning classification. The approval included the preliminary plat for University North Park Addition.
10. September 14, 2006. Planning Commission, on a vote of 7-0, recommended to City Council the amending of the Planned Unit Development Narrative.
11. September 14, 2006. Planning Commission, on a vote of 7-0, recommended to City Council that the preliminary plat for University North Park Addition, a Planned Unit Development be approved.
12. October 24, 2006. City Council postponed indefinitely Ordinance No. O-0607-13, amending the Planned Unit Development Narrative and Site Development Plan for University North Park Addition, a Planned Unit Development.
13. October 24, 2006. City Council postponed indefinitely the revised Preliminary Plat for University North Park Addition, a Planned Unit Development.
14. December 12, 2006. City Council approved Ordinance No. O-0607-13 amending the Planned Unit Development Narrative and Site Development Plan and approved the revised Preliminary Plat for University North Park Addition, a Planned Unit Development.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants are existing.
2. Permanent Markers. Permanent markers will be installed prior to the filing of the final plat.
3. Sanitary Sewers. A sanitary sewer main will be installed in accordance with approved plans and City and State Department of Environmental Quality standards to serve the proposed north lot.
4. Sidewalks. There is an existing Legacy Trail sidewalk adjacent to 24th Avenue N.W. and a sidewalk adjacent to Legacy Trail Drive. The developer proposes a sidewalk adjacent to the existing private drive.

5. Storm Sewers. Storm water and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. An off plat privately-maintained detention pond will be utilized.
6. Streets. Twenty-fourth Avenue N.W. paving is existing. Legacy Park Drive is existing with angle parking on both sides of Legacy Park Drive. There is an existing private drive east of 24th Avenue N.W. and south of Legacy Park Drive.
7. Water Mains. Water mains are existing.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way are dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, final site development plan and final plat are attached.

STAFF COMMENTS AND RECOMMENDATION: The engineer for the developer has requested the Development Committee review and approve the program of public improvements, final site development plan and final plat for University North Park Addition, Section XI, a Planned Unit Development and submit them to City Council for consideration.

This property consists of 2.12 acres and two (2) lots. The proposed use will be restaurants and/or retail.

APPLICATION FOR
DEVELOPMENT COMMITTEE
ACTION

Date: June 26, 2023

Part I: To be Completed by Applicant:

1. Applicant(s):

Steven R. Cooksey, P.E.

Kimley-Horn on behalf of University Town Center, LLC

Signature of Applicant(s):



Telephone Number and Address:

405-241-5426

4727 Gaillardia Parkway, Suite 250

Oklahoma City, OK 73142

2. Project Name and Legal Description:

University North Park, Section XI, a Planned Unit Development

3. Action Request of Development Committee:

Request the Development Committee approve the program of public improvements, final site development plan, and final plat, and submit to City Council for consideration.

Part II: To Be Completed by Development Committee:


Development Committee Met on: August 3, 2023

Development Committee Findings:

The engineer for the owner has requested the Development Committee approve the program of public improvements, final site development plan and final plat and submit the final site development plan and final plat to City Council for consideration. The public improvements consist of sanitary sewer, drainage and sidewalks.

Development Committee Recommendations:

Recommend the City Council approve the final site development plan and final plat for University North Park Addition, Section XI, a Planned Unit Development.

	Yes	No	Record of Acceptance:	Yes	No
 Director of Public Works	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Director of Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Director of Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Planning Services Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 City Engineer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Subdivision Development Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR UNIVERSITY NORTH PARK ADDITION, SECTION XI, A PLANNED UNIT DEVELOPMENT AND THE ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN.

LOCATION: Generally located at the southeast corner of the intersection of 24th Avenue N.W. and Legacy Park Drive

INFORMATION:

1. Owner. University Town Center, L.L.C.
2. Developer. University Town Center, L.L.C.
3. Engineer. Kimley-Horn.

HISTORY:

1. Refer to the Norman Development Committee Staff Report, August 22, 2023.
2. August 3, 2023. The Norman Development Committee reviewed and approved the program of improvements, final site development plan and final plat for University North Park Addition, Section XX, a Planned Unit Development and submit it to City Council for consideration.

IMPROVEMENT PROGRAM:

1. Refer to the Norman Development Committee Staff Report, August 3, 2022.

PUBLIC DEDICATIONS:

2. Refer to the Norman Development Committee Staff Report, August 3, 2022.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, preliminary plat, final site development plan, final plat, Staff Report recommending approval and Development Committee form are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the final site development plan and final plat; and, if approved, accept the public dedications contained within the final plat; and direct the filing of the final site development plan and final plat and authorize the Mayor to sign the final plat subject to completion and the City Development Committee's acceptance of the public improvements or securing the public improvements through the concurrent construction process.

ACTION TAKEN: _____

File Attachments for Item:

15. CONSIDERATION OF AUTHORIZATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR UNIVERSITY NORTH PARK, SECTION XXI (A PLANNED UNIT DEVELOPMENT). (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 24TH AVENUE NW AND ROCK CREEK ROAD).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF AUTHORIZATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR UNIVERSITY NORTH PARK, SECTION XXI (A PLANNED UNIT DEVELOPMENT). (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 24TH AVENUE NW AND ROCK CREEK ROAD).

BACKGROUND:

This item is a final plat for University North Park Addition, Section XXI, a Planned Unit Development, and is located at the southeast corner of the intersection of 24th Avenue N.W. and Rock Creek Road. This property consists of 6.24 acres and six (6) lots. The proposed use will be restaurants and/or retail. The Norman Development Committee, at its meeting of August 3, 2023, reviewed and approved the program of public improvements, final site development plan and final plat for University North Park Addition, Section XXI, a Planned Unit Development and submitted to City Council for consideration.

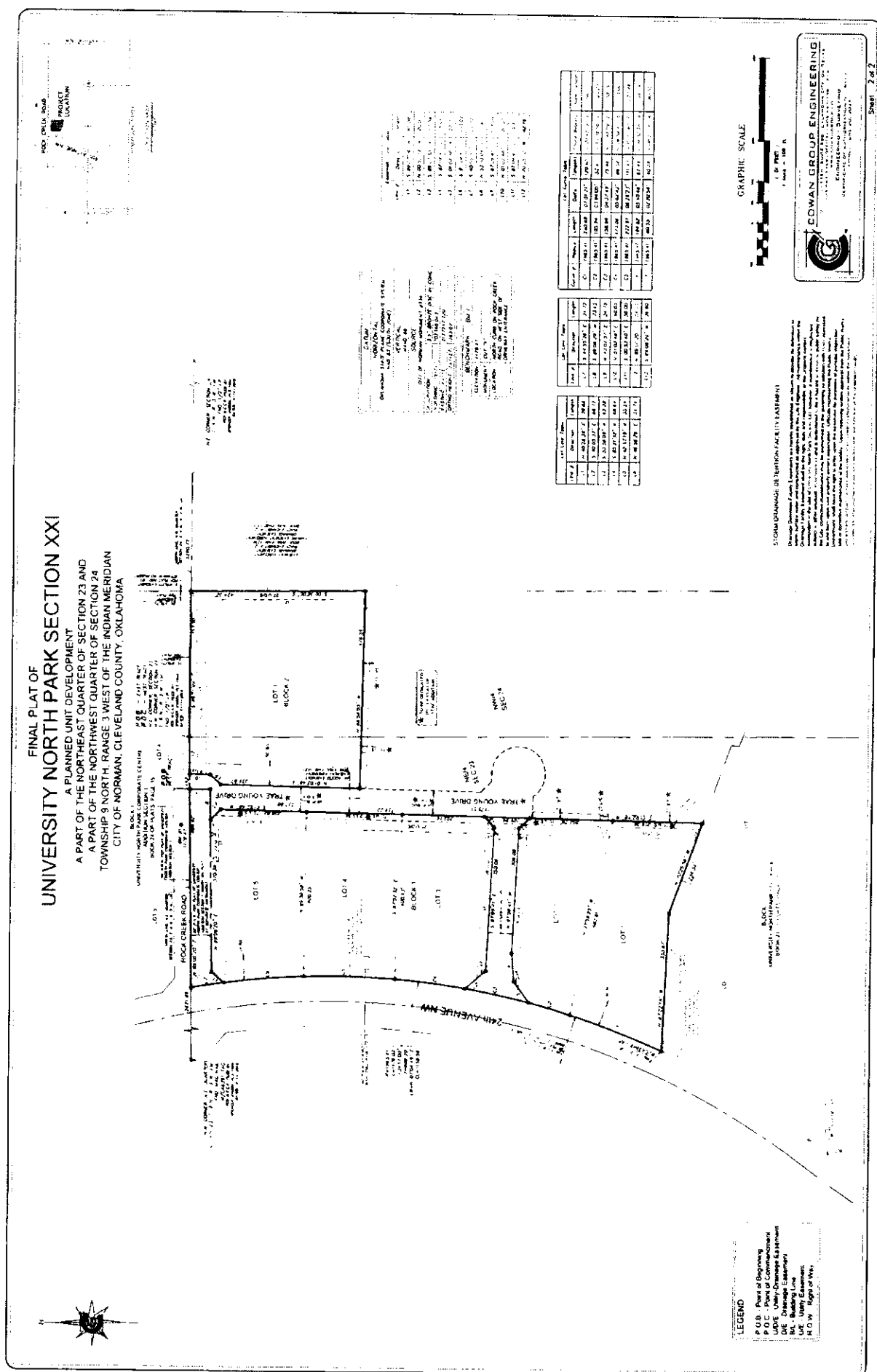
DISCUSSION:

The public improvements required of this plat consist of water mains with fire hydrants. Sanitary sewer main will be extended to serve the lots. Storm water will be conveyed to an off plat existing privately maintained detention facility through an underground system. Trae Young Drive will be constructed to City paving standards. Twenty-fourth Avenue N.W. and Rock Creek Road paving is existing. Sidewalks will be constructed adjacent to Trae Young Drive. Sidewalks are existing adjacent to 24th Avenue N.W. and Rock Creek Road.

The developer may submit a concurrent construction request to the Norman Development Committee in the near future.

RECOMMENDATION:

Based upon the above information, staff recommends acceptance of the public dedications, approval of the final site development plan and final plat and the filing of the final plat, subject to completion of public improvements or bonding of the public improvements through the concurrent construction process.

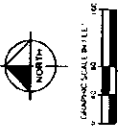


SITE DEVELOPMENT PLAN

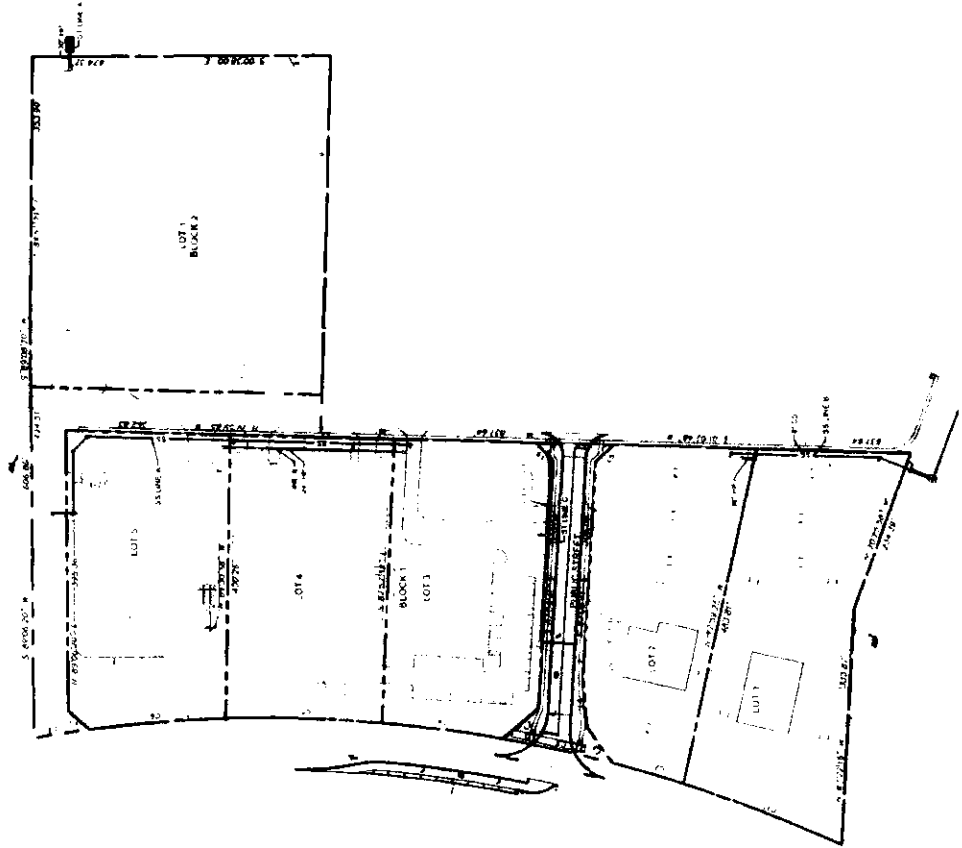
UNP SECTION XXI

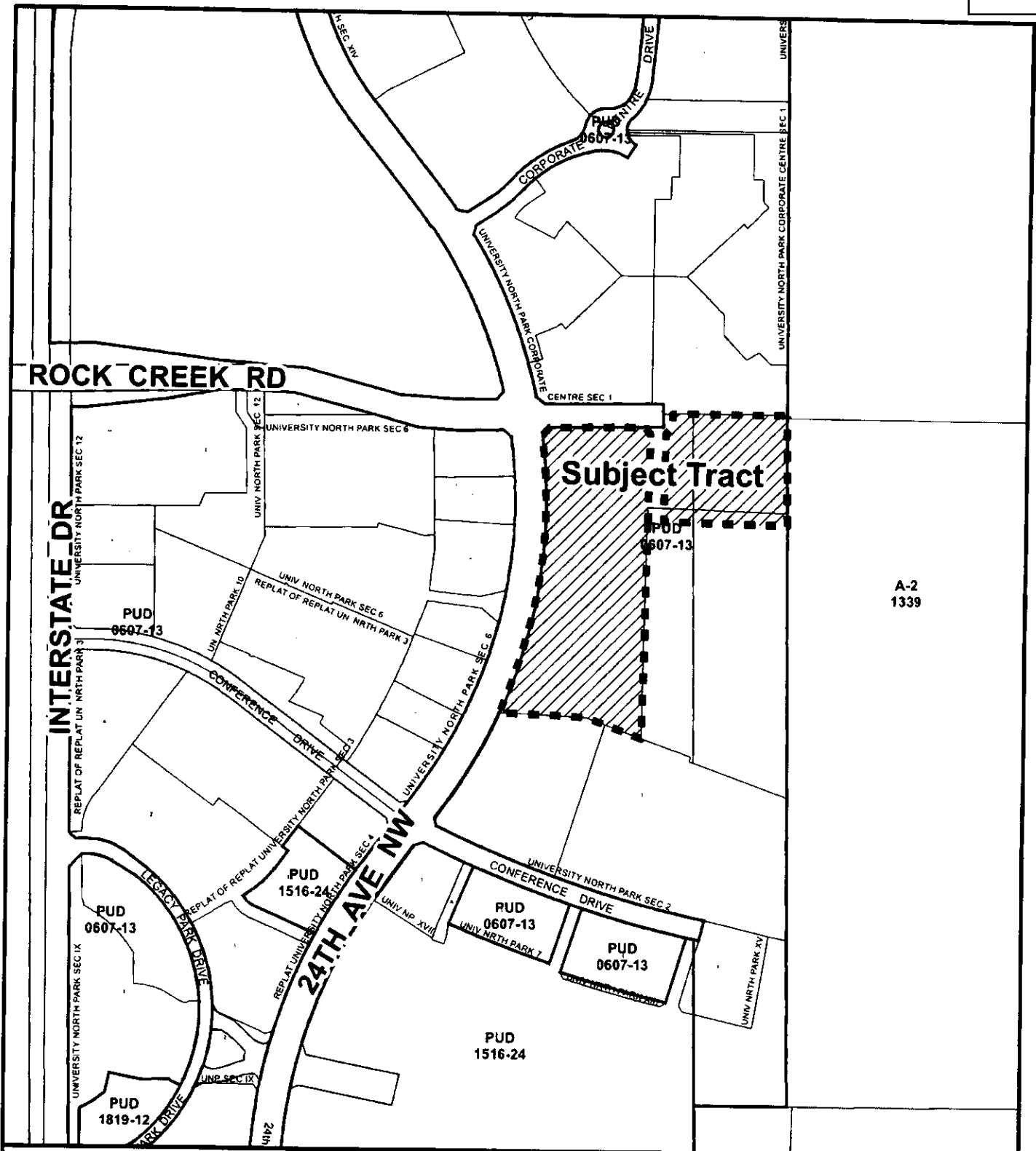


Kimley-Horn
KIMLEY-HORN & ASSOCIATES, INC.
10000 KIMLEY-HORN DRIVE, SUITE 200
DALLAS, TEXAS 75243-1000
WWW.KIMLEY-HORN.COM



FINAL SITE DEVELOPMENT PLAN
UNIVERSITY NORTH PARK SECTION XXI
A PLANNED UNIT DEVELOPMENT
A PART OF THE N.E. 1/4 AND S.E. 1/4 OF SECTION 23, T. 9 N., R. 3 W., I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

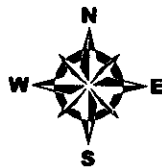




Location Map



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



August 1, 2023

0 250 500 Ft.



Subject Tract

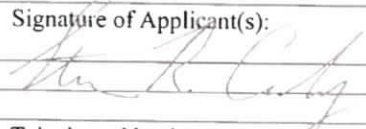
Zoning

APPLICATION FOR
DEVELOPMENT COMMITTEE
ACTION

Date: June 26, 2023

Part I: To be Completed by Applicant:

1. Applicant(s):
Steven R. Cooksey, P.E.
Kimley-Horn on behalf of University Town Center, LLC

Signature of Applicant(s):


Telephone Number and Address:
405-241-5426
4727 Gaillardia Parkway, Suite 250
Oklahoma City, OK 73142
2. Project Name and Legal Description:
University North Park, Section XXI, a Planned Unit Development
3. Action Request of Development Committee:
Request the Development Committee approve the program of public improvements, final site development plan, and final plat, and submit to City Council for consideration.

Part II: To Be Completed by Development Committee:

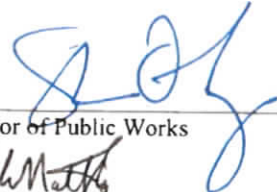

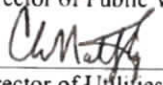



Development Committee Met on: August 3, 2023

Development Committee Findings:

The engineer for the owner has requested the Development Committee approve the program of public improvements, final site development plan and final plat and submit the final site development plan and final plat to City Council for consideration.

Development Committee Recommendations:

Recommend City Council approve the final site development plan and final plat for University North Park Addition, Section XXI, a Planned Unit Development.

	Yes	No	Record of Acceptance:	Yes	No
 Director of Public Works	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Director of Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Director of Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Planning Services Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 City Engineer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Subdivision Development Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR UNIVERSITY NORTH PARK ADDITION, SECTION XXI, A PLANNED UNIT DEVELOPMENT AND THE ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN.

LOCATION: Generally located at the southeast corner of the intersection of 24th Avenue N.W. and Rock Creek Road.

INFORMATION:

1. Owner. University Town Center, L.L.C.
2. Developer. University Town Center, L.L.C.
3. Engineer. Kimley-Horn.

HISTORY:

1. Refer to the Norman Development Committee Staff Report, August 3, 2023.
2. August 3, 2023. The Norman Development Committee reviewed and approved the program of improvements, final site development plan and final plat for University North Park Addition, Section XXI, a Planned Unit Development and submit it to City Council for consideration.

IMPROVEMENT PROGRAM:

1. Refer to the Norman Development Committee Staff Report, August 3, 2022.

PUBLIC DEDICATIONS:

2. Refer to the Norman Development Committee Staff Report, August 3, 2022.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, , final site development plan, final plat, Staff Report recommending approval and Development Committee form are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the final site development plan and final plat; and, if approved, accept the public dedications contained within the final plat; and direct the filing of the final site development plan and final plat and authorize the Mayor to sign the final plat subject to completion and the City Development Committee's acceptance of the public improvements or securing the public improvements through the concurrent construction process.

ACTION TAKEN: _____

File Attachments for Item:

16. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2324-3: A FINAL PLAT FOR SIENA SPRINGS, SECTION 2, (A PLANNED UNIT DEVELOPMENT). (GENERALLY LOCATED ONE HALF MILES EAST OF 24TH AVENUE SE AND ONE HALF MILE NORTH OF EAST LINDSEY STREET).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2324-3: A FINAL PLAT FOR SIENA SPRINGS, SECTION 2, (A PLANNED UNIT DEVELOPMENT). (GENERALLY LOCATED ONE HALF MILES EAST OF 24TH AVENUE SE AND ONE HALF MILE NORTH OF EAST LINDSEY STREET).

BACKGROUND:

This item is a final site development plan/final plat for Siena Springs Addition, Section 2, a Planned Unit Development and is generally located ½ mile east of 24th Avenue S.E. and ½ mile north of East Lindsey Street. Siena Springs Addition, Section 2, a Planned Unit Development is a 24.80 acres subdivision consisting of 81 single-family residential lots and an existing common open space property. This will complete the residential development.

City Council, at its meeting of October 26, 2021, amended Ordinance No. O-0607-9, placing this property in the Planned Unit Development. In addition, City Council, at its meeting of October 26, 2021, approved the preliminary plat for Siena Springs Addition, Section 2, a Planned Unit Development.

The Norman Development Committee, on August 3, 2023, approved the program of public improvements, final site development plan/final plat and recommended the final site development plan/final plat for the Siena Springs Addition, Section 2, a Planned Unit Development be submitted to City Council for consideration.

DISCUSSION:

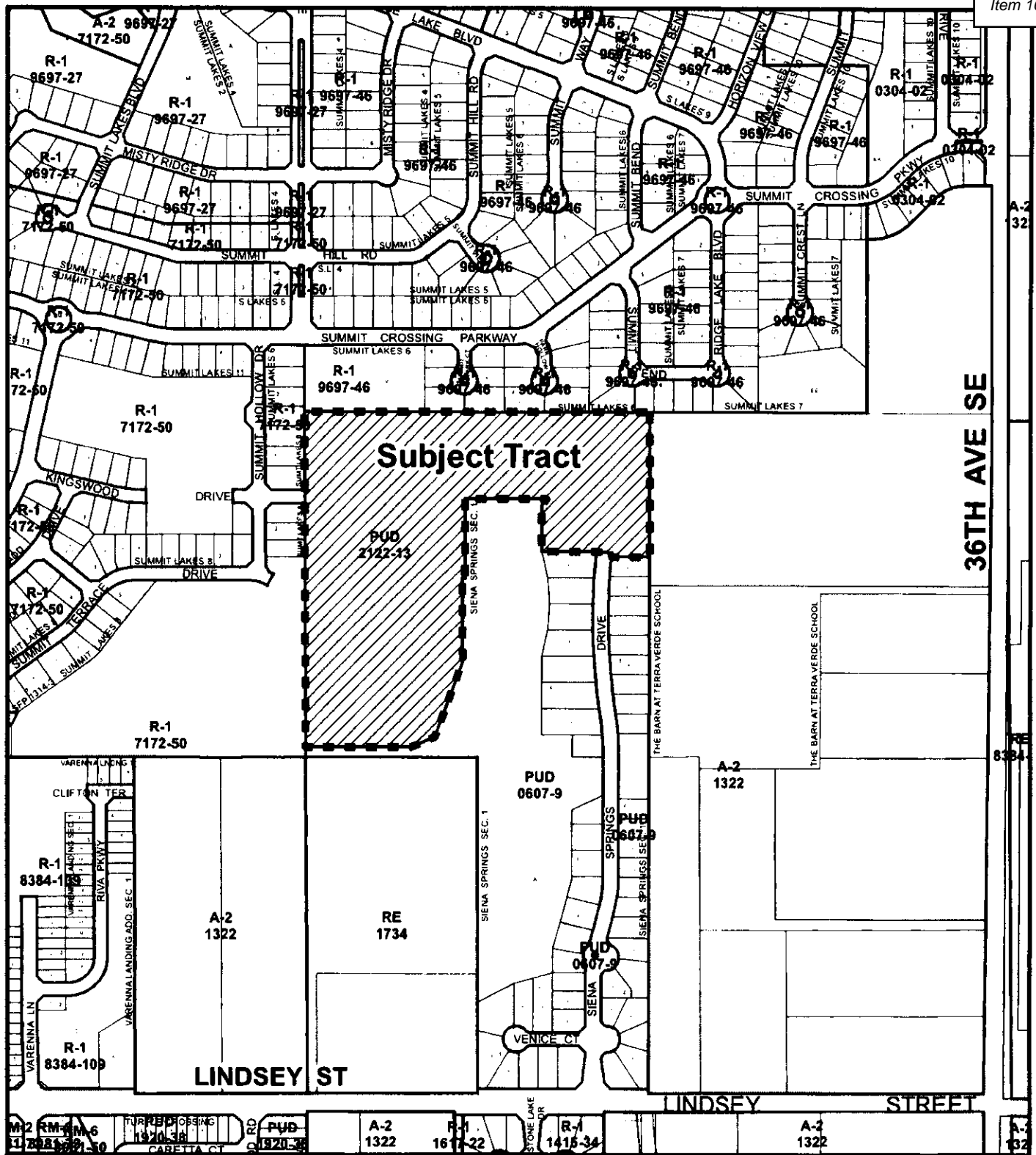
Construction plans have been accepted for the required public improvements for this development. Some of the public improvements are under construction. These improvements consist of water mains with fire hydrants, sanitary sewer mains, storm drainage, street paving and sidewalks. Stormwater runoff will be conveyed to a existing privately maintained detention facility.

Park land requirements have been fulfilled.

A traffic impact fee in the amount of \$2,832.57 will be required to be paid prior to filing the final plat with the Cleveland County Clerk.

STAFF RECOMMENDATION:

The final plat is consistent with the approved preliminary plat and completes the development. Based on the above information, staff recommends acceptance of the public dedications, approval of the final site development plan/final plat and filing of the final site development plan/final plat subject to completion of public improvements. The City Development Committee must accept all required public improvements or bonds/cash sureties securing public improvements. This action authorizes the Mayor to sign the final plat and bonds.



Location Map



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



August 1, 2023

0 250 500 Ft.

 Subject Tract
 Zoning

PRELIMINARY PLAT

JANIS CUNNINGHAM, LLC CERTIFICATE OF AUTHORIZATION NO. CA 3113 FXP, 04/28/2017

DATE OF PREPARATION JULY 29, 2021

**FINAL PLAT
or
SIENA SPRINGS ADDITION SECTION 2
A PLANNED UNIT DEVELOPMENT**

BEING A PART OF THE THIRTEENTH QUARTER (1/4), OF SECTION
SIXTY-FOUR (34), TOWNSHIP ONE (1) NORTH, RANGE TWO (2) WEST OF
THE SEVEN MERIDIAN, MONROE, CLINTON COUNTY, OKLAHOMA

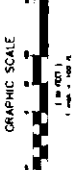
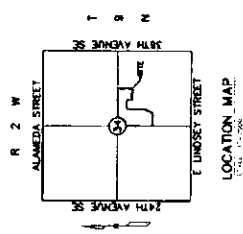
STANDARD MODEL, INC.
2100 CLARK, OREM
UTAH, OR 84058

CHAMBERLAIN
CHAMBERLAIN CONSULTING, LLC
1800 S. MARA ROAD
TULSA, OKLAHOMA 74103

LINE NO.	DESCRIPTION	AMOUNT
1	RENTAL FEE	10.00
2	RENTAL FEE	10.00
3	RENTAL FEE	10.00
4	RENTAL FEE	10.00

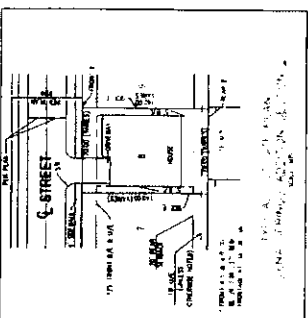
LOT LINE TABLE			LOT LINE TABLE		
LINE NO.	DESCRIPTION	COMMENTS	LINE NO.	DESCRIPTION	COMMENTS
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2	WATER OFT	5.17	2	WATER OFT	5.17
3	WATER OFT	5.17	3	WATER OFT	5.17
4	WATER OFT	5.17	4	WATER OFT	5.17
5	WATER OFT	5.17	5	WATER OFT	5.17
6	WATER OFT	5.17	6	WATER OFT	5.17
7	WATER OFT	5.17	7	WATER OFT	5.17
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49	WATER OFT	5.17	49	WATER OFT	5.17
50	WATER OFT	5.17	50	WATER OFT	5.17

CURVE NO.	SECTION	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
41	164+30	124.51	70°34'	209°11'	104.81
42	204+00	125.51	67°37'	207°30'	104.89
43	300+00	124.51	70°34'	209°11'	104.81

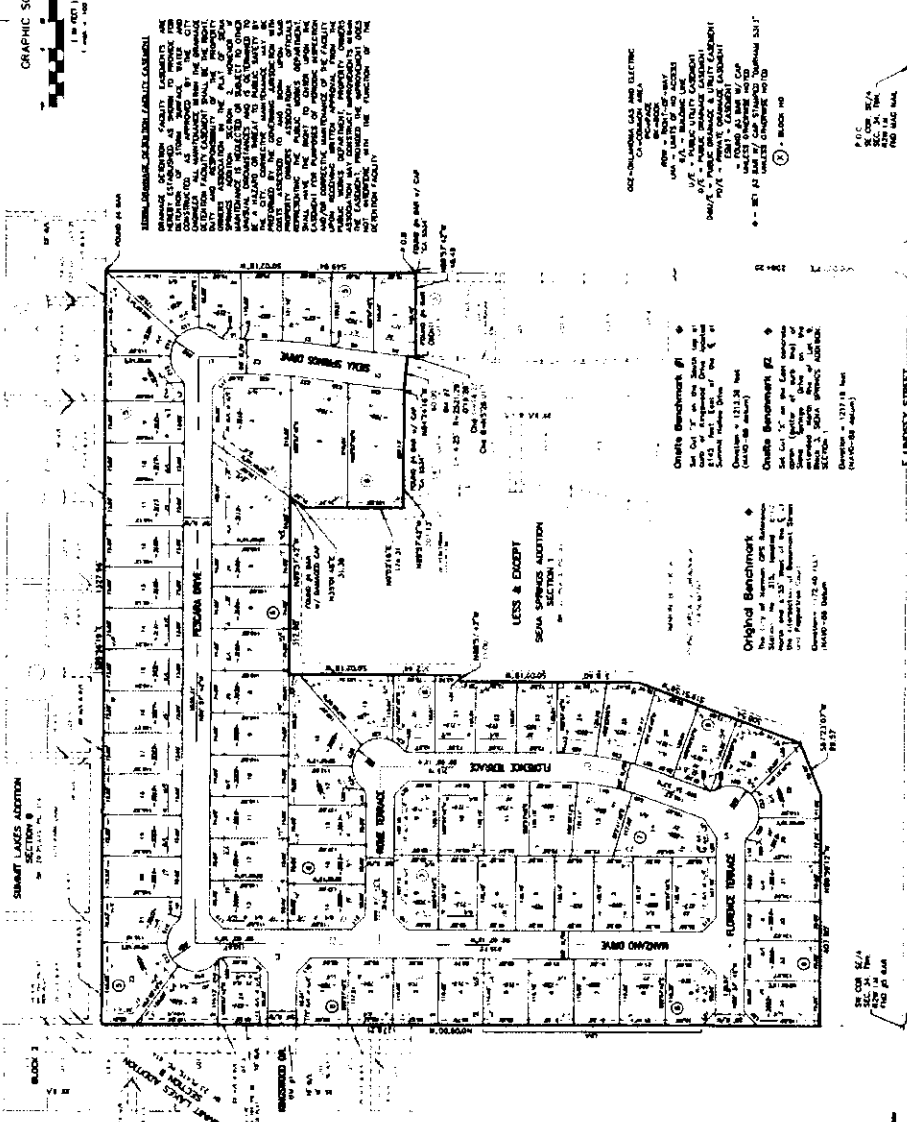
[illegible]

CLAIMANT

- [illegible]



RUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
400 E. 9th Street
Tulsa, OK 74103
Phone: (918) 486-4444
Fax: (918) 486-4445



DURHAM SURVEYING, INC.
1300 SOUTH SAVA ROAD, SUITE 100, #202
Durham, N.C. 27704
Phone (919) 286-1400
FAX (919) 286-1401
E-MAIL: info@durhamsurveying.com
WWW: www.durhamsurveying.com

DEVELOPMENT COMMITTEE

FINAL PLAT
FP-2324-3

DATE
August 3 , 2023

STAFF REPORT

ITEM: Consideration of a Final Plat for SIENA SPRINGS ADDITION, SECTION 2, A PLANNED UNIT DEVELOPMENT.

LOCATION: Generally located approximately ½ mile east of 24th Avenue S.E. and ½ mile north of East Lindsey Street.

INFORMATION:

1. Owner. Skyridge Homes, Inc.
2. Developer. Skyridge Homes, Inc.
3. Engineer. Grubbs Consulting L.L.C.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. O-1312 annexing this property into the Norman Corporate City Limits without zoning.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed into the A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in A-2, Rural Agricultural District.
4. February 19, 1963. Planning Commission, on a vote of 6-1, recommended that this property be placed in R-1, Single-Family Dwelling District and removed from A-2, Rural Agricultural District.
5. March 26, 1963. City Council adopted Ordinance No. 1458 placing this property in R-1, Single-Family Dwelling District and removing it from A-2, Rural Agricultural District.
6. December 15, 1964. Planning Commission on, a vote of 7-0, recommended that this property be placed in RE, Residential Estates District and removed from R-1, Single-Family Dwelling District.

HISTORY (CON'T):

7. January 12, 1965. City Council adopted Ordinance No. 1734 placing this property in RE, Residential Estates District and removing it from R-1, Single-Family Dwelling District.
8. December 2, 2004. The Norman Board of Parks Commissioners, on a vote of 7-0, recommended to City Council that a private park be utilized for Siena Springs Addition.
9. January 13, 2005. Planning Commission, on a vote of 4-2-1, recommended to City Council that the Norman 2025 Land Use and Transportation Plan be amended from the Future Urban Service Area to the Current Urban Service Area.
10. January 13, 2005. Planning Commission, on a vote of 4-2-1, recommended to City Council that this property be placed in R-1, Single-Family Dwelling District and removed from RE, Residential Estates District.
11. January 13, 2005. Planning Commission, on a vote of 4-2-1, recommended to City Council that the preliminary plat for Siena Springs addition be approved.
12. March 8, 2005. City Council postponed amending the Norman 2025 Land Use and Transportation Plan from Future Urban to Current Urban Area.
13. March 8, 2005. City Council postponed Ordinance No. O-0405-28 placing this property in R-1, Single-Family Dwelling District and removing it from RE, Residential Estates District.
14. March 8, 2005. City Council postponed the preliminary plat for Siena Springs Addition.
15. March 22, 2005. City Council postponed amending the Norman 2025 Land Use and Transportation Plan from Future Urban to Current Urban Area.
16. March 22, 2005. City Council postponed Ordinance No. O-0405-28 placing this property in R-1, Single-Family Dwelling District and removing it from RE, Residential Estates District.
17. March 22, 2005. City Council postponed the preliminary plat for Siena Springs Addition.
18. April 12, 2005. The request to amend the Norman 2025 Land Use and Transportation Plan failed.

HISTORY (CON'T):

19. April 12, 2005. City Council rejected Ordinance No. O-0405-28 placing this property in the R-1, Single-Family Dwelling District and removing it from RE, Residential Estates District.
20. April 12, 2005. City Council disapproved the Preliminary Plat for Siena Springs Addition.
21. August 10, 2006. Planning Commission, on a vote of 8-0, recommended to City Council the amendment of the Norman 2025 Land Use and Transportation Plan to place this property in Current Urban Service Area and remove it from the Future Urban Service Area.
22. August 10, 2006. Planning Commission, on a vote of 8-0, recommended to City Council that this property be placed in the PUD, Planned Use Development, and removed from RE, Residential Estates District.
23. August 10, 2006. Planning Commission, on a vote of 8-0, recommended to City Council that the preliminary plat for Siena Springs Addition, a Planned Unit Development be approved.
24. September 26, 2006. City Council amended the NORMAN 2025 Land Use and Transportation Plan to place this property in Current Urban Service Area and remove it from the Future Urban Service Area.
25. September 26, 2006. City Council adopted Ordinance No. 0-0607-9 placing this property in the Planned Unit Development and removing it from RE, Residential Estates District.
26. September 26, 2006. City Council approved the preliminary plat for Siena Springs Addition, a Planned Unit Development, and the temporary emergency access easement across Summit Lakes Park allowing a final plat of up to fifty (50) lots.
27. September 26, 2011. The preliminary plat approval became null and void.
28. September 9, 2021. Planning Commission, on a vote of 8-0, recommended to City Council amending the PUD, Planned Unit Development (Ordinance No. O-0607-9).
29. September 29, 2021. Planning Commission, on a vote of 7-0, recommended to City Council that the preliminary plat for Siena Springs Addition, Section 2, a Planned Unit Development be approved.

HISTORY (CON'T):

30. October 26, 2021. City Council amended the PUD, Planned Unit Development serving the property with Ordinance No.O-0607-9.
31. October 26, 2021. City Council approved the preliminary plat for Siena Springs Addition, Section 2, a Planned Unit Development.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
3. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards.
4. Sidewalks. Sidewalks will be constructed on each lot prior to occupancy.
5. Storm Sewers. Storm water and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Runoff will be conveyed to an existing privately-maintained detention facility.
6. Streets. Streets will be constructed in accordance with approved plans and City paving standards.
7. Water Main. Water mains will be installed in accordance with approved plans and City and Department of State Environmental Quality standards. There is an existing looped water line that connects with Summit Lakes, Section 6.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way are dedicated to the City on the final plat.
3. Park Land. Park land requirements have been fulfilled.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat and final plat are attached.

FINAL PLAT FOR SIENA SPRINGS SECTION 2, A PLANNED UNIT DEVELOPMENT
AUGUST 3, 2023
PAGE 5

STAFF COMMENTS AND RECOMMENDATION: This final plat consists of 81 single-family residential lots on 24.80 acres. This will complete the Siena Springs development.

The owner/developer will submit a traffic impact fee in the amount of \$2,832.57 prior to the filing of the final plat with the Cleveland County Clerk.

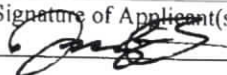
The final plat is consistent with the approved preliminary plat.

APPLICATION FOR
DEVELOPMENT COMMITTEE
ACTION

Date: 7/19/2023

Part I: To be Completed by Applicant:

1. Applicant(s):
Grubbs Consulting, LLC
c/o Jeremy Been, PE

Signature of Applicant(s):  PE CFM

Telephone Number and Address:
405-265-0641
1800 S Sara Rd, Yukon, OK 73099
2. Project Name and Legal Description:
Siena Springs Addition Section 2
3. Action Request of Development Committee:
I am requesting the Development Committee approve the program of public improvements and final plat/final development plan and submit the final plat/final development plan to City Council for consideration.

Part II: To Be Completed by Development Committee:


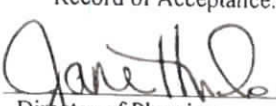
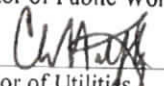
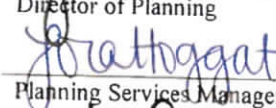
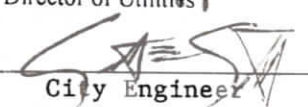
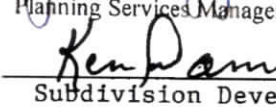
Development Committee Met on: August 3, 2023

Development Committee Findings:

The engineer for the owner has requested the Development Committee approve the program of public improvements, final site development plan/final plat and submit the final site development plan/final plat to City Council for consideration. Public improvements consist of paving, drainage, sanitary sewer, water and sidewalks.

Development Committee Recommendations:

Recommend to City Council the approval of the final site development plan/final plat for Siena Springs Addition, Section 2, a Planned Unit Development.

		Record of Acceptance:			
	Yes	No		Yes	No
 Director of Public Works	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Director of Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Director of Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Planning Services Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 City Engineer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Subdivision Development Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>

File Attachments for Item:

17. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CERTIFICATE OF PLAT CORRECTION CPC-2324-2 FOR THE ABSENTEE SHAWNEE HEALTH CENTER



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CERTIFICATE OF PLAT CORRECTION CPC-2324-2 FOR THE ABSENTEE SHAWNEE HEALTH CENTER

BACKGROUND:

The final plat for Absentee Shawnee Health Center was filed of record April 2, 2012 with the Cleveland County Clerk in Plat Book 23, Pages 17 and 18. Since that time, it has been determined that certain scrivener's errors of existing specific language has been found within the plat. Title 11.0S, 1981, §41-115 permits or provides a method of amending or correcting final plats subject to the governing body of a City approving such changes.

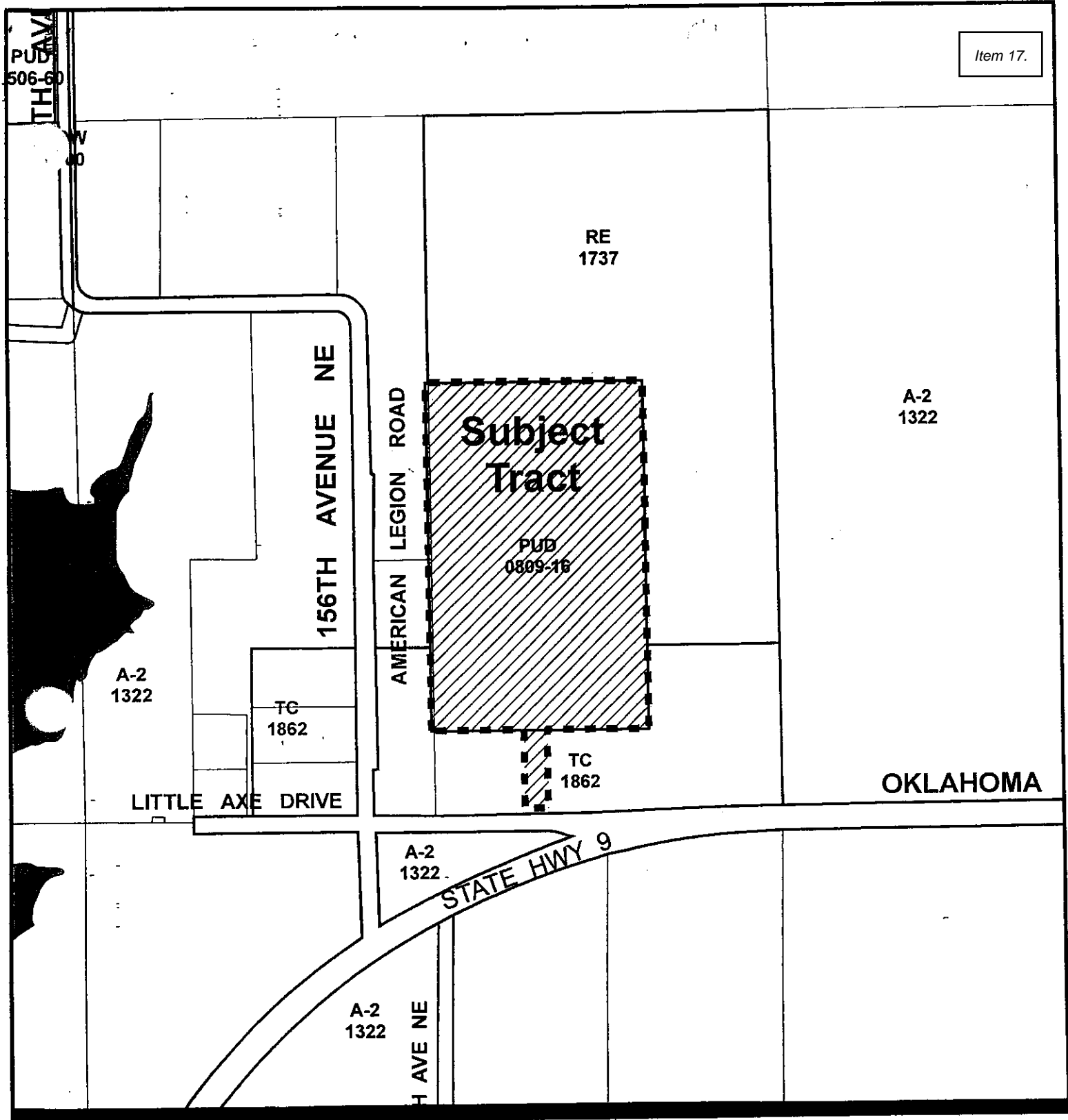
DISCUSSION:

The specific errors relate to certain distances within the plat.

The errors impact this property.

RECOMMENDATION:

Staff is not opposed to the changes, and since a procedure has been established without the requirement for District Court action, Staff recommends City Council approval of Certificate of Plat Correction No. CPC-2324-2 for the above-mentioned addition.



ABSENTEE SHAWNEE HEALTH CENTER ADDITION

EXHIBIT "A"

CORRECTED LEGAL DESCRIPTION

A tract of land located in the East Half of the Southwest Quarter (E/2, SW/4) of Section 21, Township 9 North, Range 1 East of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows,

Commencing at the Southeast corner of said Southwest Quarter, said point being a found Mag Nail;
 Thence South 89°44'15" West, along the south line of said Southwest Quarter, a distance of 1315.51 feet to the Southwest corner of said E/2, SW/4, said point being a mag nail;
 Thence North 00°54'41" West, along the west line of said E/2, SW/4, a distance of 350.11 feet to the Point of Beginning, said point being #4 rebar with plastic cap inscribed "LS 1474";
 Thence continuing North 00°54'41" West, along said west line, a distance of 969.41 feet to a #4 rebar with plastic cap inscribed "LS 1474";
Thence North 00°19'57" East, a distance of 350.36 feet to a #4 rebar with plastic cap inscribed "LS 1474";
 Thence North 89°45'00" East a distance of 818.55 feet to a found #4 rebar with plastic cap inscribed "CA 4758";
 Thence South 00°38'34" West a distance of 1320.11 feet to a found #3 rebar with plastic cap inscribed "CA 4758";
 Thence South 89°46'17" West a distance of 388.19 feet to a set #4 rebar with plastic cap inscribed "CA 2054";
 Thence South 00°15'46" West a distance of 299.84 feet to a set #4 rebar with plastic cap inscribed "CA 2054";
 Thence South 89°44'15" West, parallel with and 50.00 feet north of the South line of the Southwest Quarter of Section 21, a distance of 90.00 feet to a set 3.5 inch Bronze Disk;
 Thence North 00°15'46" West a distance of 299.89 feet to a set #4 rebar with plastic cap inscribed "CA 2054";
 Thence South 89°46'17" West a distance of 341.78 feet to the Point of Beginning, containing 25.52 acres of land, more or less.



CERTIFICATE OF PROFESSIONAL LAND SURVEYOR CORRECTION OF PLAT

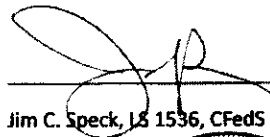
State of Oklahoma)
) ss.
County of Cleveland)

CPC-2324-2

1. We the undersigned, Jim C. Speck, an Oklahoma Professional Surveyor and Certified Federal Surveyor and Timothy G. Pollard, an Oklahoma Professional Surveyor are the authorized representatives of The Absentee Shawnee Tribe of Indians of Oklahoma and on their behalf do certify to the following:
2. The Bureau of Indian Affairs (BIA) Cadastral Surveyor for the Southern Plains Regional Office has requested the subject plat be corrected to reflect the 1968 Supplemental Survey of Lake Thunderbird, performed by the Bureau of Land Management (BLM) prior to their Fee to Trust Application
3. We are not the Licensed Land Surveyors who executed the subdivision plat of Absentee Shawnee Health Center, an addition to the City of Norman, Cleveland County, Oklahoma, being a part of the E/2 of the SW/4 of Section 21, Township 9 North, Range 1 East, of the Indian Meridian, Cleveland County, Oklahoma, and certify that said Plat was duly filed and recorded in Plat Book 23 on Pages 17-18 in the records in the office of the County Clerk of Cleveland County, Oklahoma.
4. The Land Surveying Company and Land Surveyor who issued said plat no longer practices as Lemke Land Surveying or Cardinal Engineering, Inc.
5. Said Plat bears an approval date by the City of Norman Planning Commission on April 9, 2009, and an acceptance date by the City Council of the City of Norman on March 16, 2012.
6. It has been found that several errors have been discovered on the referenced Plat that need to be corrected with reference to the Legal Description of the boundary of the Plat. These errors are hereby amended and corrected by this instrument pursuant to provisions of Title 11, Section 41-115 of the Oklahoma Statutes, as amended.
7. The "Legal Description" of the boundary of the Plat is amended and corrected by bearings and distances shown in bold and underlined as indicated on Exhibit "A" which is attached hereto and made a part hereof.
8. Exhibit "B" shows the affected portion of the said plat. The amendments and corrections to certain bearings and distances on said Plat are noted by an alphanumeric icon symbol that corresponds to the following paragraphs and graphically shown on the Exhibit "C" which is attached hereto and made a part hereof. The corrections are as follows:
 - A. The South line of the E/2 SW/4 is shown as a distance of 1322.17 feet. Said distance should have been and is corrected to be 1315.51 feet.
 - B. The distance for the Southwest line for the platted area is shown as a distance of 346.80 feet and should have been and is corrected to be 341.78 feet.
 - C. The West line of the platted area is shown as a bearing and distance of N 00°38'38"W and 1319.80 feet. This line should have shown a change in bearing at the intersection with the Sixteenth line with the line split into two bearings and distances. Said line should have been and is corrected to be N00°54'41"W a distance of 969.41 feet for the south portion and N00°19'57"E a distance of 350.36 feet for the north portion.
 - D. The North line of the platted area is shown at a distance of 825.05 feet. Said distance should have been and is corrected to be 818.55 feet.
 - E. The distance from the Southwest corner of the platted area to the starting point for the Open Space/Detention area is shown to be 825.74 feet. Said distance should have been and is corrected to be 825.79 feet.
 - F. The distance from the Northwest corner of the platted area to the starting point for the Open Space/Detention area is shown to be 494.06 feet. Said distance should have been and is corrected to be 494.04 feet.
 - G. The distance from the West line to the Point of Beginning for the Open Space Detention area is shown to be 84.95 feet. Said distance should have been and is corrected to be 84.95 feet.

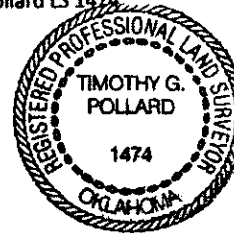
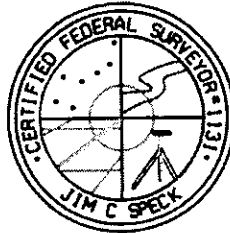
The errors listed above are hereby amended and corrected by this Certificate pursuant to the provision of Title 11 Section 41-115 of the Oklahoma Statutes as amended.

Dated this 20th day of July, 2023.


Jim C. Speck, LS 1536, CFedS 1131



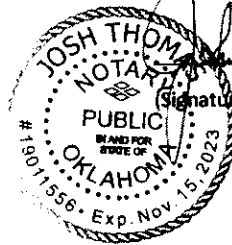

Timothy G. Pollard LS 1474



State of Oklahoma)
) ss.
County of Cleveland)

This instrument was acknowledged before me this day of July 20, 2023, by Jim C. Speck, LS 1536, CFedS 1131.

(Seal)

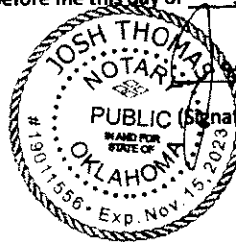



(Signature of Notarial Officer)

My commission expires:

This instrument was acknowledged before me this day of July 20, 2023, by Timothy G. Pollard, LS 1474,

(Seal)




(Signature of Notarial Officer)

My commission expires:

MUNICIPAL APPROVAL

Approved by the City of Norman, Oklahoma this _____ day of _____, 2023.

CITY OF NORMAN

City Clerk

Mayor

APPROVED as to form only 21 day of July, 2023.


ASST. MUNICIPAL COUNSELOR

City Council Agenda

August 22, 2023, 2023

ITEM: CONSIDERATION OF APPROVAL OF THE FOLLOWING CERTIFICATE OF PLAT
CORRECTION

NUMBER

SUBDIVISION

CPC-2324-2

ABSENTEE SHAWNEE HEALTH CENTER

INFORMATION: The above final plat was filed with the Cleveland County Clerk in Plat Book 23, Pages 17-18. Since that filing, it has been determined that there are draftsmen's or scrivener's errors within the body of the plat. The owner's surveyors have submitted for City Council's approval a correction of some existing specific language within the plat. Staff has reviewed the certificate of plat correction and found it to be in order and proper as to form. Staff is not opposed to the certificate of plat correction. Copies of an advisory memorandum, certificate of plat correction, and location map are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Certificate of Plat Correction No. CPC-2324-2 in connection with Absentee Shawnee Health Center, and, if approved, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

File Attachments for Item:

18. 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

MEETING DATE: 08/22/2023

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.

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 or disposal.

INVENTORY OF GOODS TO BE AUCTIONED

Department: Fleet

Approved by

Signature:

Purchasing Agent

*M. White**Fred White*
Fred White 8-4-25

City Unit No.	Year	Mileage/Hrs	Detailed Description	Serial Number/VIN	Asset Tag No.	Dep't/Div
102	1999	51431	IHC 4700 Dump Truck	1HTSCAAN4XH608327	14882	PW Streets
276	2005	20086	IHC 7400 Rear loader	1HTWGAZR45J162974	15139	Utilities Sanitation
128	1995	578	Grimmer Air Compressor	195-18555	N/A	PW Streets
464	1998	1455	Ford 1720 Tractor	N843-54319	N/A	Parks
N/A	1998	N/A	Bren 1036 Film Cutter	Z12123914795	N/A	PW Traffic
411	2000	72640	IHC 4700 Dump Truck	1HTSCAAN4YH280926	15020	Parks
307	2015	3528	JD 310 SL Backhoe	1T0310SLCFF287008	N/A	Utilities Waterline
21193	2021	17141	Chevrolet Tahoe	1GBSCLED6MR356892	44514	PD Patrol
1148	2008	162499	Ford Crown Vic	2FAFP71V28X176835	64328	PD Patrol
1179	2009	145162	Ford Crown Vic	2FAHP71V99X105416	11334	PD Patrol
1197	2015	128894	Ford Explorer	1FM5K8AR4FG851821	24451	PSST Patrol
N/A	N/A	N/A	Stump Jumper	N/A	N/A	PW Streets
GS1	1995	N/A	Toro Truckster	50555	N/A	PW Transit
6236	2013	6503	Mack Frontload Trash Truck	1M2AV17CSDM010450	22718	Utilities Sanitation
6224	2010	10541	Peterbilt 320 Frontload Trash Truck	3BPZL20X1AF107617	15482	Utilities Sanitation
N/A	N/A	N/A	Backhoe Bucket	N/A	N/A	PW Streets
414CR	2013	N/A	Auto Crane	DER0760501	N/A	Parks
808	2011	3955	Freightliner Street Sweeper	1FVXF8001BDAX3814	22714	PW Storm water
5451	2002	196019	Ford F450	1FDXF46S32EC19632	15035	Parks
N/A	N/A	N/A	Portable Sink	N/A	N/A	PW Transit
75	2005	89095	Ford F250	1FTSX20P95EC71906	14993	PW Fleet
1115	2009	162921	Ford Crown Vic	2FAHP71V59X105414	11336	PD Patrol
402	2007	139152	Ford F150	1FTPFI2587NA86487	15015	Parks
80	2004	5322	IHC Rollback Wrecker	1HTMMAAM54H667105	14995	PW Fleet
274	2005	20213	IHC 7400 Rear loader	1HTWGAZR45J162977	15137	Utilities Sanitation
275	2003	6145	IHC 7400 Rear loader	1HTWHAADR93J065612	15138	Utilities Sanitation

134	1996	1726	Champion Road Grader	200599	N/A	PW Streets
5810	2011	5083	Freightliner Street Sweeper	1FVXF8003BDAX3815	19841	PW Storm water
292	2013	8650	Caterpillar CT660	1HSJKT7DDJ405433	18354	Utilities Sanitation
421	2015	1797	Toro Mower	30344-315000327	N/A	Parks
N/A	N/A	N/A	2 Craftsman weed eaters	N/A	N/A	PW Fleet
N/A	N/A	N/A	Janitorial products	N/A	N/A	PW Fleet
N/A	N/A	N/A	Vinyl cutting machine	N/A	N/A	PW Traffic
N/A	N/A	N/A	Varity of Android Tablets	N/A	N/A	PW Transit
N/A	N/A	N/A	2 shelves	N/A	N/A	PW Fleet
448	2014	500	JD rake	1TC1200HVE7070016	N/A	Parks
797	1986	N/A	John Bean Sprayer	A294330	N/A	Parks
730	1997	N/A	John Bean Sprayer	092696815	N/A	Parks
714	1975	N/A	John Bean Sprayer	A109196	N/A	Parks
5-1028	2010	447837	New Flyer 35 bus	1VHGF3W27A6706893	40157	PW Transit
5-0703	2007	823810	Gilling 35 bus	15GGE291571091335	38949	PW Transit
5-0705	2007	1054350	Gilling 35 bus	15GGE291971091340	38950	PW Transit

Fixed 8-4-23

File Attachments for Item:

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT THREE TO CONTRACT K-1819-99:
BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND THE MCKINNEY PARTNERSHIP ARCHITECTS INCREASING THE CONTRACT IN AN AMOUNT NOT-TO-EXCEED \$53,431 FOR A REVISED CONTRACT AMOUNT OF \$1,085,556 FOR ADDITIONAL SERVICES RELATED TO PHASE 1 OF THE NORMAN MUNICIPAL COMPLEX RENOVATION PROJECT (DEVELOPMENT CENTER, MUNICIPAL COURT, AND BUILDING 201).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT THREE TO CONTRACT K-1819-99: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND THE MCKINNEY PARTNERSHIP ARCHITECTS INCREASING THE CONTRACT IN AN AMOUNT NOT-TO-EXCEED \$53,431 FOR A REVISED CONTRACT AMOUNT OF \$1,085,556 FOR ADDITIONAL SERVICES RELATED TO PHASE 1 OF THE NORMAN MUNICIPAL COMPLEX RENOVATION PROJECT (DEVELOPMENT CENTER, MUNICIPAL COURT, AND BUILDING 201).

BACKGROUND:

City Council, in its meeting of January 22, 2019, approved Contract K-1819-99 with The McKinney Partnership Architects (McKinney), which provided for design services in the amount of \$215,000, including initial assessment and schematic design, related to the renovation of the Norman Municipal Complex as authorized by Norman voters as part of the 2008 General Obligation Bond (GOB) referendum. In addition to designing the facilities, the services included in the contract authorized the assessment of current needs of each primary department within the Municipal Complex. As part of the contract, McKinney was required to coordinate with the City to review the 2015 Updated Municipal Complex Study to provide an updated space utilization study and phased Master Plan including projected areas and proposed locations of each department, with a preliminary cost estimate.

After full assessment, an update of the Municipal Complex Space Utilization Study/Master Plan was presented to Council in a study session in September 2019. The overall scope of the project was expanded from \$11.2 million to \$16.4 million due to the additional modifications to the buildings not included in the 2008 study or 2015 update.

City Council, in its meeting of March 24, 2020, approved Amendment One to Contract K-1819-99, providing for architectural/design services for Phase One of the construction portion of the project, which included the Development Center ("Building D") and Municipal Court ("Building A") to be paid with funding from the 2008 GO Bond authorization. Additionally, Building 201 was also included in Phase One of the Municipal Complex construction, with funding allocated from the Capital Fund.

Amendment Two to Contract K-1819-99 approved by City Council on April 11, 2023, provided for architectural/design services for Phase Two of the construction portion of the project; Human Resources/Information Technology (“Building C”), and increased the contract by \$187,500 for an overall contract amount of \$1,044,500.

DISCUSSION:

Amendment Three to Contract K-1819-99 provides for additional costs for extended and enhanced Construction Site Observation for Phase 1 of the project due to extra observation requirements necessitated by asbestos remediation and other project challenges, and is proposed to increase the contract by \$53,431 for an overall contract amount of \$1,097,931.

Funding for Amendment Three is available in, Municipal Complex Renovation, Design (Account 50196644-46201; Project BP0045).

RECOMMENDATION:

It is staff’s recommendation that City Council approve Amendment Three to Contract K-1819-99 with McKinney Partnership Architects for additional extended enhanced Construction Site Observation provided for Phase 1 portion of the Norman Municipal Complex Renovation Project in the amount of \$53,431.

Amendment No. Three to Contract K-1819-99**Standard Form of Agreement Between Owner and Architect – AIA B101-2017**

Agreement made as of _____ day of _____, 2023

Between:

The City of Norman / Norman Municipal Authority
and

The McKinney Partnership Architects, PC

For

Phase 1 of the City of Norman Municipal Complex Renovation.

All terms as set forth in the Initial Agreement to Contract K-1819-99 with Attachments, dated 22 January 2019, and Amendment No. One, and Amendment No. Two, shall apply with the following amendment:

General Description of Change in Scope:

Phase 1 Services shall include additional Architectural Services (Construction Administration) for the extended and enhanced Construction Site Observation time and oversight required for the completion of the Development Center.

Specific Amendments to the Initial Agreement for Phase 1 include:

Article 1- Initial Information:	No Change
Article 2- Architects Responsibilities:	No Change
Article 3- Scope of Basic Services:	No Change
Article 4- Supplemental Services:	No Change
Article 5- Owner Responsibilities:	No Change
Article 7- Copyrights:	No Change
Article 8- Claims / Disputes:	No Change
Article 9- Termination:	No Change
Article 10- Miscellaneous:	No Change
Article 11- Compensation:	11.1 No Change 11.2 Supplemental Fees for Phase 1 \$53,431.00 for extended and enhanced Construction Site Observation
Article 12- Special Terms:	No Change
Article 13- Scope of the Agreement:	No Change

Amendment No. Three to Contract K-1819-99

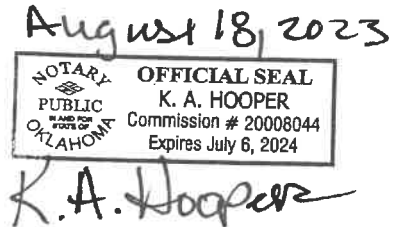
Page 2

This Amendment entered into as of the day and month written above.

Architect (Signature)

Richard S. McKinney, Jr., President, OK License No. 1998

Printed Name

**The City of Norman, Oklahoma**

By: _____

Name: Larry HeikkilaTitle: Mayor

Attest: _____

Name: Brenda HallTitle: City Clerk

(Seal)

Norman Municipal Authority

By: _____

Name: Larry HeikkilaTitle: Chairman

Attest: _____

Name: Brenda HallTitle: Secretary

(Seal)

Approved as to form and legality this 18 day of August, 2023.

Elizabeth Heikkila
City Attorney / General Counsel

Signature:**Email:** mckinney@tmparch.com

File Attachments for Item:

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2122-24: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, LLC DECREASING THE CONTRACT AMOUNT BY \$30,895.36 FOR A REVISED CONTRACT AMOUNT OF \$3,294,623.14 AND ADDING 114 CALENDAR DAYS TO THE CONTRACT FOR THE FLOOD AVENUE WATERLINE REPLACEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$125,725.09 AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: Rachel Croft

PRESENTER: Rachel Croft, Capital Projects Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2122-24: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, LLC DECREASING THE CONTRACT AMOUNT BY \$30,895.36 FOR A REVISED CONTRACT AMOUNT OF \$3,294,623.14 AND ADDING 114 CALENDAR DAYS TO THE CONTRACT FOR THE FLOOD AVENUE WATERLINE REPLACEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$125,725.09 AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

This project replaced approximately 12,800 feet of 16-inch waterline from Robinson Street to Tecumseh Road, and about 2,900 feet of 12-inch waterline from Tecumseh to Franklin Road with 12, 8, and 6-inch C900 PVC pipe. In addition, approximately 983 feet of 8-inch waterline along Goddard Avenue was added to the project, originally designed as part of project SA0021 – New Sanitation Facility. The facility was still in the design phase during bidding of this project, so the new waterline was incorporated into this project in order to maintain water service to the North Base Complex while contractors removed and replaced the existing 16-inch waterline along Flood Avenue.

The construction contract, K-2122-24, for the construction of the Flood Avenue Waterline Replacement project was awarded to Southwest Water Works, LLC by the NUA on September 14, 2021, in the amount of \$2,854,724.50. Change Order No. 1 in the amount of \$470,794.00 was approved on February 10, 2022, and adjusted pay items to account for additional pay items and increases in existing quantities for the installation of a 16-inch waterline from the Central Library north to Robinson Street before the new James Garner street is built by the Public Works Department.

DISCUSSION:

The proposed final Change Order No. 2 includes four items:

1. Bid quantities will be reconciled to match final as-built quantities.

2. New pay item created for the removal of an existing blow off and extra gravel needed for a tie-in much deeper than plans specified.
3. New pay item created for the increased excavation location of future utilities and street near the water tower to meet the design requirements for the James Garner Extension project and additional work at a tie-in due to a failed water outage at no fault of the contractor.
4. Additional contract time needed for restoration for the base bid, alternate, and the James Garner waterline (Change Order 1), in addition to time needed for flushing and bacteriological testing due to low chlorine residuals in the area.

As shown in the change order, the overall project cost will decrease by a total of \$30,895.36 or approximately 1.08% below the original contract amount.

Approval of Change Order No. 2, acceptance of the project, and payment of the final claim are recommended by the Engineer.

RECOMMENDATION:

Staff recommends the NUA approve Change Order No. 2, accept the Flood Avenue Waterline Replacement Project (WA0328) as complete, and authorize final payment in the amount of \$125,725.09 to Southwest Water Works, LLC.

NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

DATE July 28, 2023

CHANGE ORDER NO Two (2) - Final

CONTRACT NO K-2122-24

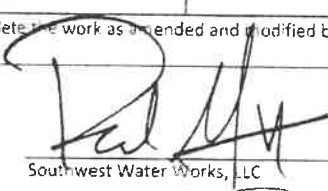
PROJECT: WA0328 - Flood Avenue Waterline Replacement Project

CONTRACTOR: Southwest Water Works, LLC
201 NW 132nd St. OKC, OK 73114

	<u>Contract Time</u>		<u>Contract Amount</u>	
ORIGINAL	330	calendar days	\$2,854,724.50	
PREVIOUS CHANGE ORDERS:	75	calendar days	\$470,794.00	
THIS CHANGE ORDER:	114	calendar days	-\$30,895.36	-1.08%
REVISED AMOUNT:	519	calendar days	\$3,294,623.14	
ORIGINAL START DATE:	November 3, 2021			
ORIGINAL COMPLETION DATE:	September 29, 2022			
PREVIOUS COMPLETION DATE:	December 13, 2022			
NEW COMPLETION DATE:	April 6, 2023			

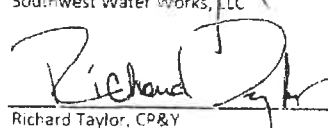
DESCRIPTION:	Increase / Decrease (\$)
Item 1: Modification of existing pay items to match final as-built quantities.	-64,194.11
Item 2: Addition of new pay item for the removal of an existing blowoff and extra gravel needed for a tie-in much deeper than plans specified	1,604.75
Item 3: Addition of pay item for increased excavation due to location of future storm and street near water tower and reexcavation due to failed water outage for a tie-in at no fault of the contractor.	31,694.00
Item 4: Increase contract time by one hundred fourteen (114) days to allow for modifying the original contract period and previous change orders from 405 calendar days to 519 calendar days.	0.00
Southwest Water Works, LLC agrees to complete the work as amended and modified by Change Order No. 2 as described above.	

SUBMITTED BY
CONTRACTOR:


Southwest Water Works, LLC

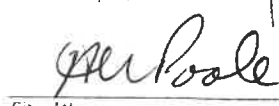
Date 8/16/2023

RECOMMENDED BY
ENGINEERING FIRM


Richard Taylor, CP&Y

Date 08-16-2023

APPROVED AS TO FORM
AND LEGALITY


City Attorney

Date 8/16/2023

ACCEPTED BY
NORMAN UTILITIES AUTHORITY

Chairman

Date _____

Change Order No. 2 - Final

Page 2 of 2

K-2122-24

Attachment 1

Bid Item	Description	Units	Current Contract Amount	Unit Price	Original Contract Amount	Proposed Quantity Increase/Decrease	Cost Increase / Decrease	Percent Change
1	6" DIA. C900 PVC PIPE (DR 18)	LF	20	\$ 50.00	\$1,000.00	-20.00	-\$1,000.00	-100.00%
2	8" DIA. C900 PVC PIPE (DR 18)	LF	1,465	\$ 70.00	\$102,550	-16.00	-\$1,120.00	-1.09%
3	12" DIA. C900 PVC PIPE (DR 18)	LF	11,778	\$ 88.00	\$1,036,464	315.00	\$27,720.00	2.67%
4	16" DIA. C900 PVC PIPE (DR 18)	LF	1,870	\$ 115.00	\$215,050	-89.00	-\$10,235.00	-4.76%
5	BORE WITH STEEL ENCASEMENT (8-INCH CARRIER)	LF	287	\$ 245.00	\$70,315	-218.00	-\$53,410.00	-75.96%
6	BORE WITHOUT STEEL ENCASEMENT (8-INCH CARRIER)	LF	20	\$ 35.00	\$700	40.00	\$1,400.00	200.00%
7	BORE WITH STEEL ENCASEMENT (12-INCH CARRIER)	LF	227	\$ 275.00	\$62,425	-21.00	-\$5,775.00	-9.25%
8	OPEN TRENCH WITH STEEL ENCASEMENT (12-INCH CARRIER)	LF	165	\$ 175.00	\$28,875	-165.00	-\$28,875.00	-100.00%
9	RAILROAD BORE WITH 18-INCH STEEL ENCASEMENT (8-INCH CARRIER)	LF	102	\$ 300.00	\$30,600	2.00	\$600.00	1.96%
10	6-INCH GATE VALVE & BOX	EA	3	\$ 2,500.00	\$7,500	-2.00	-\$5,000.00	-66.67%
11	8-INCH GATE VALVE & BOX	EA	11	\$ 3,000.00	\$33,000	3.00	\$9,000.00	27.27%
12	12-INCH GATE VALVE & BOX	EA	13	\$ 4,250.00	\$55,250	2.00	\$8,500.00	15.38%
13	16-INCH BUTTERFLY VALVE	EA	8	\$ 6,000.00	\$48,000	-1.00	-\$6,000.00	-12.50%
14	6-INCH X 6-INCH TEE	EA	1	\$ 850.00	\$850	-1.00	-\$850.00	-100.00%
15	8-INCH X 6-INCH TEE	EA	1	\$ 900.00	\$900	0.00	\$0.00	0.00%
16	8-INCH X 8-INCH TEE	EA	2	\$ 1,000.00	\$2,000	-1.00	-\$1,000.00	-50.00%
17	12-INCH X 8-INCH TEE	EA	5	\$ 1,800.00	\$9,000	1.00	\$1,800.00	20.00%
18	12-INCH X 12-INCH TEE	EA	3	\$ 2,100.00	\$6,300	0.00	\$0.00	0.00%
19	16-INCH X 6-INCH TEE	EA	1	\$ 3,000.00	\$3,000	0.00	\$0.00	0.00%
20	16-INCH X 16-INCH TEE	EA	4	\$ 4,000.00	\$16,000	0.00	\$0.00	0.00%
21	8-INCH X 6-INCH REDUCER	EA	3	\$ 700.00	\$2,100	-1.00	-\$700.00	-33.33%
22	16-INCH X 12-INCH REDUCER	EA	3	\$ 1,900.00	\$5,700	0.00	\$0.00	0.00%
23	8-INCH 11.25 DEGREE BEND	EA	1	\$ 600.00	\$600	4.00	\$2,400.00	400.00%
24	8-INCH 22.5 DEGREE BEND	EA	5	\$ 650.00	\$3,250	1.00	\$650.00	20.00%
25	8-INCH 45 DEGREE BEND	EA	20	\$ 700.00	\$14,000	-2.00	-\$1,400.00	-10.00%
26	8-INCH 90 DEGREE BEND	EA	4	\$ 800.00	\$3,200	0.00	\$0.00	0.00%
27	12-INCH 11.25 DEGREE BEND	EA	12	\$ 1,200.00	\$14,400	-3.00	-\$3,600.00	-25.00%
28	12-INCH 22.5 DEGREE BEND	EA	4	\$ 1,300.00	\$5,200	4.00	\$5,200.00	100.00%
29	12-INCH 45 DEGREE BEND	EA	3	\$ 1,400.00	\$4,200	13.00	\$18,200.00	433.33%
30	12-INCH 90 DEGREE BEND	EA	1	\$ 1,700.00	\$1,700	0.00	\$0.00	0.00%
31	16-INCH 22.5 DEGREE BEND	EA	2	\$ 2,500.00	\$5,000	0.00	\$0.00	0.00%
32	16-INCH 45 DEGREE BEND	EA	6	\$ 3,500.00	\$21,000	-6.00	-\$21,000.00	-100.00%
33	FIRE HYDRANT ASSEMBLY	EA	20	\$ 6,000.00	\$120,000	1.00	\$6,000.00	5.00%
34	REMOVE FIRE HYDRANT	EA	14	\$ 500.00	\$7,000	-3.00	-\$1,500.00	-21.43%
35	6-INCH PLUG AND CAP FIRE LINE	EA	3	\$ 700.00	\$2,100	-1.00	-\$700.00	-33.33%
36	8-INCH CAP AND PLUG EXISTING WATERLINE	EA	4	\$ 750.00	\$3,000	2.00	\$1,500.00	50.00%
37	12-INCH CAP AND PLUG EXISTING WATERLINE	EA	2	\$ 1,000.00	\$2,000	-1.00	-\$1,000.00	-50.00%
38	16-INCH CAP AND PLUG EXISTING WATERLINE	EA	11	\$ 2,500.00	\$27,500	1.00	\$2,500.00	9.09%
39	CONNECTION TO EXISTING 6-INCH WATERLINE	EA	3	\$ 1,000.00	\$3,000	0.00	\$0.00	0.00%
40	CONNECTION TO EXISTING 8-INCH WATERLINE	EA	6	\$ 1,200.00	\$7,200	4.00	\$4,800.00	66.67%
41	CONNECTION TO EXISTING 12-INCH WATERLINE	EA	2	\$ 1,500.00	\$3,000	1.00	\$1,500.00	50.00%
42	CONNECTION TO EXISTING 16-INCH WATERLINE	EA	5	\$ 3,500.00	\$17,500	0.00	\$0.00	0.00%
43	1" SINGLE SHORT SERVICE (SSS)	EA	12	\$ 2,000.00	\$24,000	3.00	\$6,000.00	25.00%
44	1.5" SINGLE SHORT SERVICE (SSS)	EA	1	\$ 4,500.00	\$4,500	-1.00	-\$4,500.00	-100.00%
45	2" SINGLE SHORT SERVICE (SSS)	EA	2	\$ 5,000.00	\$10,000	-1.00	-\$5,000.00	-50.00%
46	2" SINGLE SHORT SERVICE - TO CURB STOP ONLY	EA	1	\$ 3,500.00	\$3,500	0.00	\$0.00	0.00%
47	REMOVE AND DISPOSE OF 16-INCH WATERLINE	LF	3,410	\$ 7.00	\$23,870	-2838.00	-\$19,866.00	-83.23%
48	REMOVE AND REPLACE FENCE (STOCKADE)	LF	152	\$ 1.00	\$152	-152.00	-\$152.00	-100.00%
49	REMOVE AND REPLACE FENCE (CHAINLINK)	LF	62	\$ 25.00	\$1,550	106.00	\$2,650.00	170.97%
50	REMOVE AND REPLACE CONCRETE FLUME	SY	60	\$ 65.00	\$3,900	-60.00	-\$3,900.00	-100.00%
51	REMOVE AND REPLACE CONCRETE SIDEWALK	SY	453	\$ 65.00	\$29,445	416.06	\$27,045.20	91.85%
52	REMOVE AND REPLACE CONCRETE DRIVEWAY	SY	850	\$ 90.00	\$76,500	-202.29	-\$18,206.10	-23.80%
53	REMOVE AND REPLACE P.C. CONCRETE PAVEMENT	SY	55	\$ 125.00	\$6,875	237.86	\$29,732.50	432.47%
54	REMOVE AND REPLACE CURB & GUTTER	LF	571	\$ 60.00	\$34,260	-324.00	-\$19,440.00	-56.74%
55	REMOVE AND REPLACE HOT MIX ASPHALTIC CONCRETE	SY	214	\$ 11.00	\$2,354	92.44	\$1,016.84	43.20%
56	REMOVE AND DISPOSE CONCRETE WATER VAULT	LS	1	\$ 450.00	\$450	0.00	\$0.00	0.00%
57	SOLID SLAB SODDING	SY	18,170	\$ 2.50	\$45,425	-3647.78	-\$9,119.45	-20.08%
58	ADA TACTILE SURFACE	EA	11	\$ 1,200.00	\$13,200	-5.00	-\$6,000.00	-45.45%
59	CLEARING AND GRUBBING	LS	1.40	\$ 5,000.00	\$7,000	0.00	\$0.00	0.00%
60	CONSTRUCTION TRAFFIC CONTROL	LS	1.25	\$ 35,000.00	\$43,750	0.00	\$0.00	0.00%
61	CONSTRUCTION STAKING AND ASBUILTS	LS	1.25	\$ 15,000.00	\$18,750	0.05	\$750.00	4.00%
62	EROSION CONTROL	LS	1.20	\$ 10,000.00	\$12,000	0.00	\$0.00	0.00%
63	MOBILIZATION AND INSURANCE 5% MAX	LS	1.25	\$ 50,000.00	\$62,500	0.00	\$0.00	0.00%
64	PRE-CONSTRUCTION AND POSTCONSTRUCTION INSPECTION	LS	1.25	\$ 20,000.00	\$25,000	0.00	\$0.00	0.00%
A1	6-INCH DIA C900 PVC PIPE (DR 18)	LF	88	\$ 65.00	\$5,720	-7.00	-\$455.00	-7.95%

Change Order No. 2 - Final									Page 2 of 2
K-2122-24									
Attachment 1									
Bid Item	Description	Units	Current Contract Amount	Unit Price	Original Contract Amount	Proposed Quantity Increase/Decrease	Cost Increase/Decrease	Percent Change	
A2	8" DIA. C900 PVC PIPE (DR 18)	LF	735	\$ 75.00	\$55,125	190.00	\$14,250.00	25.85%	
A3	12" DIA. C900 PVC PIPE (DR 18)	LF	3,265	\$ 90.00	\$293,850	-82.00	-\$7,380.00	-2.51%	
A4	BORE AND STEEL ENCASMENT (8-INCH CARRIER)	LF	245	\$ 240.00	\$58,800	-101.00	-\$24,240.00	-41.22%	
A5	12-INCH HORIZONTAL DIRECTIONAL BORE	LF	350	\$ 175.00	\$61,250	14.00	\$2,450.00	4.00%	
A6	6-INCH SINGLE CHECK VALVE	EA	1	\$ 8,500.00	\$8,500	0.00	\$0.00	0.00%	
A7	6-INCH GATE VALVE & BOX	EA	2	\$ 2,500.00	\$5,000	1.00	\$2,500.00	50.00%	
A8	8-INCH GATE VALVE & BOX	EA	6	\$ 3,000.00	\$18,000	1.00	\$3,000.00	16.67%	
A9	12-INCH GATE VALVE & BOX	EA	8	\$ 3,750.00	\$30,000	0.00	\$0.00	0.00%	
A10	8-INCH X 6-INCH TEE	EA	1	\$ 900.00	\$900	1.00	\$900.00	100.00%	
A11	8-INCH X 8-INCH TEE	EA	1	\$ 1,000.00	\$1,000	1.00	\$1,000.00	100.00%	
A12	12-INCH X 8-INCH TEE	EA	3	\$ 1,800.00	\$5,400	1.00	\$1,800.00	33.33%	
A13	12-INCH X 12-INCH TEE	EA	1	\$ 2,100.00	\$2,100	1.00	\$2,100.00	100.00%	
A14	8-INCH 45 DEGREE BEND	EA	2	\$ 700.00	\$1,400	5.00	\$3,500.00	250.00%	
A15	12-INCH 45 DEGREE BEND	EA	10	\$ 1,400.00	\$14,000	4.00	\$5,600.00	40.00%	
A16	FIRE HYDRANT ASSEMBLY	EA	9	\$ 6,000.00	\$54,000	-3.00	-\$18,000.00	-33.33%	
A17	REMOVE FIRE HYDRANT	EA	7	\$ 500.00	\$3,500	-2.00	-\$1,000.00	-28.57%	
A18	8-INCH CAP AND PLUG EXISTING WATERLINE	EA	1	\$ 750.00	\$750	1.00	\$750.00	100.00%	
A19	10-INCH CAP AND PLUG EXISTING WATERLINE	EA	1	\$ 1,000.00	\$1,000	0.00	\$0.00	0.00%	
A20	12-INCH CAP AND PLUG EXISTING WATERLINE	EA	2	\$ 1,000.00	\$2,000	3.00	\$3,000.00	150.00%	
A21	CONNECTION TO EXISTING 8-INCH WATERLINE	EA	5	\$ 1,200.00	\$6,000	-1.00	-\$1,200.00	-20.00%	
A22	CONNECTION TO EXISTING 12-INCH WATERLINE	EA	5	\$ 1,500.00	\$7,500	-1.00	-\$1,500.00	-20.00%	
A23	1-INCH SINGLE SHORT SERVICE (SSS)	EA	7	\$ 2,000.00	\$14,000	0.00	\$0.00	0.00%	
A24	1.5-INCH SINGLE SHORT SERVICE (SSS)	EA	1	\$ 4,500.00	\$4,500	0.00	\$0.00	0.00%	
A25	12-INCH BLOW OFF ASSEMBLY	EA	1	\$ 5,000.00	\$5,000	0.00	\$0.00	0.00%	
A26	REMOVE AND REPLACE CONCRETE SIDEWALK	SY	135	\$ 65.00	\$8,775	-62.83	-\$5,383.95	-61.36%	
A27	REMOVE AND REPLACE CONCRETE DRIVEWAY	SY	45	\$ 90.00	\$4,050	169.39	\$15,245.10	376.42%	
A28	REMOVE AND REPLACE P.C. CONCRETE PAVING	SY	10	\$ 125.00	\$1,250	126.59	\$15,823.75	1265.90%	
A29	REMOVE AND REPLACE CURB & GUTTER	LF	25	\$ 60.00	\$1,500	133.00	\$7,980.00	532.00%	
A30	SOLID SLAB SODDING	SY	4,022	\$ 1.75	\$7,039	0.00	\$0.00	0.00%	
A31	ADA TACTILE SURFACE	EA	4	\$ 1,200.00	\$4,800	-3.00	-\$3,600.00	-75.00%	
A32	CLEARING AND GRUBBING	LS	1	\$ 1,000.00	\$1,000	0.00	\$0.00	0.00%	
A33	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$ 12,500.00	\$12,500	0.00	\$0.00	0.00%	
A34	CONSTRUCTION STAKING AND AS-BUILTS	LS	1	\$ 15,000.00	\$15,000	0.00	\$0.00	0.00%	
A35	EROSION CONTROL	LS	1	\$ 2,500.00	\$2,500	0.00	\$0.00	0.00%	
A36	MOBILIZATION AND INSURANCE 5% MAX	LS	1	\$ 30,000.00	\$30,000	0.00	\$0.00	0.00%	
A37	PRE-CONSTRUCTION AND POST-CONSTRUCTION INSPECTION	LS	1	\$ 5,000.00	\$5,000	0.00	\$0.00	0.00%	
SUBTOTAL					\$3,204,118.50		(\$53,244.11)	-1.66%	
CHANGE ORDER PAY ITEMS									
CO1-1	16 x 11.25 Bend	EA	2	\$2,500.00	\$5,000	2.00	\$5,000.00	100.00%	
CO1-2	16 x 90 Bend	EA	2	\$4,000.00	\$8,000	0.00	\$0.00	0.00%	
CO1-3	16 x 8 Tee	EA	3	\$5,500.00	\$16,500	0.00	\$0.00	0.00%	
CO1-4	Water Service Long	EA	2	\$6,500.00	\$13,000	-1.00	-\$6,500.00	-50.00%	
CO1-5	Remove and Replace Light Pole	EA	2	\$9,500.00	\$19,000	0.00	\$0.00	0.00%	
CO1-6	Remove and Replace Cable Fence	LF	315	\$50.00	\$15,750	91.00	\$4,550.00	28.89%	
CO1-7	Remove and Replace Pipe Rail	LF	20	\$45.00	\$900	0.00	\$0.00	0.00%	
CO1-8	Remove and Replace Storm Sewer	LF	78	\$375.00	\$29,250	0.00	\$0.00	0.00%	
CO1-9	Steel Encasement 30" (Includes Excavation, Spacers, Etc.)	LF	40	\$350.00	\$14,000	-40.00	-\$14,000.00	-100.00%	
CO2-1	Blow off removal and extra gravel	LS	0	\$1,604.75	\$0	1.00	\$1,604.75	N/A	
CO2-2	Additional excavation near water tower and additional work at a tie-in due to a failed water outage	LS	0	\$31,694.00	\$0	1.00	\$31,694.00	N/A	
SUBTOTAL					\$121,400		\$22,346.75	0.70%	
Original Contract Amount					\$2,854,724.50				
Change Order No. 1					\$470,794.00	16.49%			
Change Order No. 2					-\$30,895.36	-1.08%			

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 5

Owner: Norman Utilities Authority, 201-C West Gray, Norman, OK 73070
 Project Name: WA0328 - Flood Avenue Waterline Replacement Project
 Contract No. K-2122-24 PO No. 22003067
 Start Date: _____ End Date: _____

Contractor: Southwest Water Works
 Address: 201 NW 132nd St. OKC, OK 73114

Application No. 12 Application Date: July 25, 2023

For the period: January 1, 2023 thru July 25, 2023, inclusive.

CONTRACTOR'S APPLICATION FOR PAYMENT

1	Original Contract Amount	<u>\$2,854,724.50</u>
2	Net Change by Change Order(s)	<u>\$439,898.64</u>
3	Revised Contract Amount (Line 1 + Line 2)	<u>\$3,294,623.14</u>
4	Total Completed To Date	<u>\$3,294,623.14</u>
5	Stored Materials This Date	<u>\$0.00</u>
6	Total Completed and Stored (Line 4 + Line 5)	<u>\$3,294,623.14</u>
7	Retainage:	
	a Completed Work at <u>0%</u> of Line 4	<u>\$0.00</u>
	b Stored Materials at <u>0%</u> of Line 5	<u>\$0.00</u>
	Total Retainage (Lines 7a + 7b)	<u>\$0.00</u>
8	Total Earned Less Retainage (Line 6 less Line 7)	<u>\$3,294,623.14</u>
9	Previous Payments:	
	a Previously Paid to Contractor	<u>\$1,476,825.51</u>
	b Previously Paid to Vendors	<u>\$1,692,072.54</u>
	Total Previously Paid (Lines 9a + 9b)	<u>\$3,168,898.05</u>
10	Amount Due This Estimate	
	a Invoices to be Paid by NUA (new materials stored)	<u>\$0.00</u>
	b Amount Due to Contractor	<u>\$125,725.09</u>
	Total Amount Due This Estimate (Line 8 less Line 9)	<u>\$125,725.09</u>
11	Balance to Complete, Including Retainage	<u>\$0.00</u>

Page 2 of 5

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown is now due.

Contractor: Southwest Water Works

By: 
Paul Matthews - Managing Member

Date: 8/3/2023


State of: Oklahoma

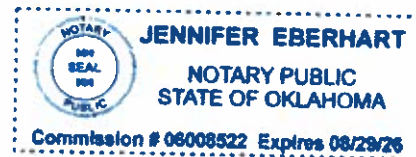
County of: Oklahoma

Subscribed and sworn to before me this

3rd day of August, 2023.

Notary Public:


My Commission expires: 8.29.26



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$125,725.09

Engineer: CP&Y

By: 
Richard Taylor, Project Manager

Date: 08-04-2023

Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

APPROVAL OF THE OWNER

Owner: Norman Utilities Authority

By: 
Rachel Croft, Staff Engr.

Date: 8/7/2023

INVOICE AFFIDAVITState of: OklahomaP. O. No. 22003067County of: Oklahoma

Invoice No. _____

Amount \$125,725.09

The undersigned Contractor, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affiant further states that the work as shown by this invoice has been completed in accordance with the plans, specifications furnished the Affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, or money or any other thing of value to obtain payment of the invoice or procure award of this Contract order pursuant to which an invoice is submitted.

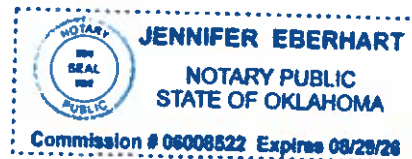
Contractor: Southwest Water Works

By: 
Paul Matthews - Managing Member

Subscribed and sworn to before me this

3rd day of August, 2023

Notary Public:

My Commission expires: 8.29.26

THIS FORM MUST BE COMPLETED AND SUBMITTED BEFORE ANY INVOICE OVER \$25,000.00 CAN BE PROCESSED FOR PAYMENT.

WA0328 - Flood Avenue Waterline Replacement Project
 Southwest Water Works
 201 NW 132nd St. OKC, OK 73114

Payment Request No.
 Work Completed

12

Period Ending: 07/25/23
 Page 4 of 5

Bid Item	Description	Qty	Units	Unit Price	Total Price	Qty This Estimate	Qty Previous Estimates	Qty To Date	Amount This Estimate	Amount Previous Estimates	Amount To Date	% Complete
1	6" DIA. C900 PVC PIPE (DR 18)	LF	20	\$50.00	\$1,000.00			0.00	\$	\$	\$	0.000%
2	8" DIA. C900 PVC PIPE (DR 18)	LF	1,465	\$70.00	\$102,550		1,449	1449.00	\$	\$	\$101,430.00	98.908%
3	12" DIA. C900 PVC PIPE (DR 18)	LF	11,778	\$88.00	\$1,036,464		12,093	12093.00	\$	\$	\$1,064,184.00	102.674%
4	16" DIA. C900 PVC PIPE (DR 18)	LF	1,870	\$115.00	\$215,050		1,781	1781.00	\$	\$	\$204,815.00	95.241%
5	BORE WITH STEEL ENCASMENT (8-INCH CARRIER)	LF	287	\$245.00	\$70,315		69	69.00	\$	\$	\$16,905.00	24.042%
6	BORE WITHOUT STEEL ENCASMENT (8-INCH CARRIER)	LF	20	\$35.00	\$700		60	60.00	\$	\$	\$2,100.00	300.000%
7	BORE WITH STEEL ENCASMENT (12-INCH CARRIER)	LF	227	\$275.00	\$62,425		206	206.00	\$	\$	\$56,650.00	90.749%
8	OPEN TRENCH WITH STEEL ENCASMENT (12-INCH CARRIER)	LF	165	\$175.00	\$28,875			0.00	\$	\$	\$	0.000%
9	RAILROAD BORE WITH 18-INCH STEEL ENCASMENT (8-INCH CARRIER)	LF	102	\$300.00	\$30,600		104	104.00	\$	\$	\$31,200.00	101.961%
10	6-INCH GATE VALVE & BOX	EA	3	\$2,500.00	\$7,500		1	1.00	\$	\$	\$2,500.00	33.333%
11	8-INCH GATE VALVE & BOX	EA	11	\$3,000.00	\$33,000		14	14.00	\$	\$	\$42,000.00	127.273%
12	12-INCH GATE VALVE & BOX	EA	13	\$4,250.00	\$55,250		15	15.00	\$	\$	\$63,750.00	115.385%
13	16-INCH BUTTERFLY VALVE	EA	8	\$6,000.00	\$48,000		7	7.00	\$	\$	\$42,000.00	87.500%
14	6-INCH X 6-INCH TEE	EA	1	\$850.00	\$850			0.00	\$	\$	\$	0.000%
15	8-INCH X 6-INCH TEE	EA	1	\$900.00	\$900		1	1.00	\$	\$	\$900.00	100.000%
16	8-INCH X 8-INCH TEE	EA	2	\$1,000.00	\$2,000		1	1.00	\$	\$	\$1,000.00	50.000%
17	12-INCH X 8-INCH TEE	EA	5	\$1,800.00	\$9,000		6	6.00	\$	\$	\$10,800.00	120.000%
18	12-INCH X 12-INCH TEE	EA	3	\$2,100.00	\$6,300		3	3.00	\$	\$	\$6,300.00	100.000%
19	16-INCH X 6-INCH TEE	EA	1	\$3,000.00	\$3,000		1	1.00	\$	\$	\$3,000.00	100.000%
20	16-INCH X 16-INCH TEE	EA	4	\$4,000.00	\$16,000		4	4.00	\$	\$	\$16,000.00	100.000%
21	8-INCH X 6-INCH REDUCER	EA	3	\$700.00	\$2,100		2	2.00	\$	\$	\$1,400.00	66.667%
22	16-INCH X 12-INCH REDUCER	EA	3	\$1,900.00	\$5,700		3	3.00	\$	\$	\$5,700.00	100.000%
23	8-INCH 11 25 DEGREE BEND	EA	1	\$600.00	\$600		5	5.00	\$	\$	\$3,000.00	500.000%
24	8-INCH 22.5 DEGREE BEND	EA	5	\$650.00	\$3,250		6	6.00	\$	\$	\$3,900.00	120.000%
25	8-INCH 45 DEGREE BEND	EA	20	\$700.00	\$14,000		18	18.00	\$	\$	\$12,600.00	90.000%
26	8-INCH 90 DEGREE BEND	EA	4	\$800.00	\$3,200	1.00	3	4.00	\$	\$800.00	\$2,400.00	100.000%
27	12-INCH 11 25 DEGREE BEND	EA	12	\$1,200.00	\$14,400		9	9.00	\$	\$	\$10,800.00	75.000%
28	12-INCH 22.5 DEGREE BEND	EA	4	\$1,300.00	\$5,200		8	8.00	\$	\$	\$10,400.00	200.000%
29	12-INCH 45 DEGREE BEND	EA	3	\$1,400.00	\$4,200		16	16.00	\$	\$	\$22,400.00	533.333%
30	12-INCH 90 DEGREE BEND	EA	1	\$1,700.00	\$1,700		1,000	1.00	\$	\$	\$1,700.00	100.000%
31	16-INCH 22.5 DEGREE BEND	EA	2	\$2,500.00	\$5,000		2,000	2.00	\$	\$	\$5,000.00	100.000%
32	16-INCH 45 DEGREE BEND	EA	6	\$3,500.00	\$21,000			0.00	\$	\$	\$	0.000%
33	FIRE HYDRANT ASSEMBLY	EA	20	\$6,000.00	\$120,000		21,000	21.00	\$	\$	\$126,000.00	105.000%
34	REMOVE FIRE HYDRANT	EA	14	\$500.00	\$7,000		11,000	11.00	\$	\$	\$5,500.00	78.571%
35	6-INCH PLUG AND CAP FIRE LINE	EA	3	\$700.00	\$2,100		2,000	2.00	\$	\$	\$1,400.00	66.667%
36	8-INCH CAP AND PLUG EXISTING WATERLINE	EA	4	\$750.00	\$3,000		6,000	6.00	\$	\$	\$4,500.00	150.000%
37	12-INCH CAP AND PLUG EXISTING WATERLINE	EA	2	\$1,000.00	\$2,000		1,000	1.00	\$	\$	\$1,000.00	50.000%
38	16-INCH CAP AND PLUG EXISTING WATERLINE	EA	11	\$2,500.00	\$27,500		12,000	12.00	\$	\$	\$30,000.00	109.091%
39	CONNECTION TO EXISTING 6-INCH WATERLINE	EA	3	\$1,000.00	\$3,000		3,000	3.00	\$	\$	\$3,000.00	100.000%
40	CONNECTION TO EXISTING 8-INCH WATERLINE	EA	6	\$1,200.00	\$7,200		10,000	10.00	\$	\$	\$12,000.00	166.667%
41	CONNECTION TO EXISTING 12-INCH WATERLINE	EA	2	\$1,500.00	\$3,000		3,000	3.00	\$	\$	\$4,500.00	150.000%
42	CONNECTION TO EXISTING 16-INCH WATERLINE	EA	5	\$3,500.00	\$17,500		5,000	5.00	\$	\$	\$17,500.00	100.000%
43	1" SINGLE SHORT SERVICE (SSS)	EA	12	\$2,000.00	\$24,000		15,000	15.00	\$	\$	\$30,000.00	125.000%
44	1.5" SINGLE SHORT SERVICE (SSS)	EA	1	\$4,500.00	\$4,500			0.00	\$	\$	\$	0.000%
45	2" SINGLE SHORT SERVICE (SSS)	EA	2	\$5,000.00	\$10,000		1,000	1.00	\$	\$	\$5,000.00	50.000%
46	2" SINGLE SHORT SERVICE - TO CURB STOP ONLY	EA	1	\$3,500.00	\$3,500		1,000	1.00	\$	\$	\$3,500.00	100.000%
47	REMOVE AND DISPOSE OF 16-INCH WATERLINE	LF	3,410	\$7.00	\$23,870		572,000	572.00	\$	\$	\$4,004.00	16.774%
48	REMOVE AND REPLACE FENCE (STOCKADE)	LF	152	\$1.00	\$152			0.00	\$	\$	\$	0.000%
49	REMOVE AND REPLACE FENCE (CHAINLINK)	LF	62	\$25.00	\$1,550		168,000	168.00	\$	\$	\$4,200.00	270.968%
50	REMOVE AND REPLACE CONCRETE FLUME	SY	60	\$65.00	\$3,900			0.00	\$	\$	\$	0.000%
51	REMOVE AND REPLACE CONCRETE SIDEWALK	SY	453	\$65.00	\$29,445	35,270	833,810	869.08	\$	\$2,292.55	\$54,197.65	191.850%
52	REMOVE AND REPLACE CONCRETE DRIVEWAY	SY	850	\$90.00	\$76,500		647,710	647.71	\$	\$	\$58,293.90	76.201%
53	REMOVE AND REPLACE P.C. CONCRETE PAVEMENT	SY	55	\$125.00	\$6,875		292,860	292.86	\$	\$	\$36,607.50	532.473%
54	REMOVE AND REPLACE CURB & GUTTER	LF	571	\$60.00	\$34,260		247,000	247.00	\$	\$	\$14,820.00	43.257%
55	REMOVE AND REPLACE HOT MIX ASPHALTIC CONCRETE	SY	214	\$11.00	\$2,354		306,440	306.44	\$	\$	\$3,370.84	143.196%
56	REMOVE AND DISPOSE CONCRETE WATER VAULT	LS	1	\$450.00	\$450		1,000	1.00	\$	\$	\$450.00	100.000%
57	SOLID SLAB SODDING	SY	18,170	\$2.50	\$45,425	1112,000	13410,220	14522.22	\$	\$2,780.00	\$33,525.55	36.305%
58	ADA TACTILE SURFACE	EA	11	\$1,200.00	\$13,200	1,000	5,000	6.00	\$	\$1,200.00	\$6,000.00	54.545%
59	CLEARING AND GRUBBING	LS	1.40	\$5,000.00	\$7,000		1,400	1.40	\$	\$	\$7,000.00	100.000%
60	CONSTRUCTION TRAFFIC CONTROL	LS	1.25	\$35,000.00	\$43,750		1,250	1.25	\$	\$	\$43,750.00	100.000%
61	CONSTRUCTION STAKING AND ASBUILTS	LS	1.25	\$15,000.00	\$18,750		1,300	1.30	\$	\$	\$19,500.00	104.000%
62	EROSION CONTROL	LS	1.20	\$10,000.00	\$12,000		1,200	1.20	\$	\$	\$12,000.00	100.000%
63	MOBILIZATION AND INSURANCE 5% MAX	LS	1.25	\$50,000.00	\$62,500		1,250	1.25	\$	\$	\$62,500.00	100.000%
64	PRE-CONSTRUCTION AND POSTCONSTRUCTION INSPECTION	LS	1.25	\$20,000.00	\$25,000		1,250	1.25	\$	\$	\$25,000.00	100.000%
A1	6-INCH DIA C900 PVC PIPE (DR 18)	LF	88	\$65.00	\$5,720		81,000	81.00	\$	\$	\$5,265.00	92.045%
A2	8" DIA. C900 PVC PIPE (DR 18)	LF	735	\$75.00	\$55,125		925,000	925.00	\$	\$	\$69,375.00	125.850%
A3	12" DIA. C900 PVC PIPE (DR 18)	LF	3265	\$90.00	\$293,850		3183,000	3183.00	\$	\$	\$286,470.00	97.489%
A4	BORE AND STEEL ENCASMENT (8-INCH CARRIER)	LF	245	\$240.00	\$58,800		144,000	144.00	\$	\$	\$34,560.00	58.776%
A5	12-INCH HORIZONTAL DIRECTIONAL BORE	LF	350	\$175.00	\$61,250		364,000	364.00	\$	\$	\$63,700.00	104.000%
A6	6-INCH SINGLE CHECK VALVE	EA	1	\$8,500.00	\$8,500		1,000	1.00	\$	\$	\$8,500.00	100.000%
A7	6-INCH GATE VALVE & BOX	EA	2	\$2,500.00	\$5,000		3,000	3.00	\$	\$	\$7,500.00	150.000%
A8	8-INCH GATE VALVE & BOX	EA	6	\$3,000.00	\$18,000		7,000	7.00	\$	\$	\$21,000.00	116.667%
A9	12-INCH GATE VALVE & BOX	EA	8	\$3,750.00	\$30,000		8,000	8.00	\$	\$	\$30,000.00	100.000%
A10	8-INCH X 6-INCH TEE	EA	1	\$900.00	\$900		2,000	2.00	\$	\$	\$1,800.00	200.000%
A11	8-INCH X 8-INCH TEE	EA	1	\$1,000.00	\$1,000		2,000	2.00	\$	\$	\$2,000.00	200.000%
A12	12-INCH X 8-INCH TEE	EA	3	\$1,800.00	\$5,400		4,000	4.00	\$	\$	\$7,200.00	133.333%
A13	12-INCH X 12-INCH TEE	EA	1	\$2,100.00	\$2,100		2,000	2.00	\$	\$	\$4,200.00	200.000%
A14	8-INCH 45 DEGREE BEND	EA	2	\$700.00	\$1,400		7,000	7.00	\$	\$	\$4,900.00	350.000%
A15	12-INCH 45 DEGREE BEND	EA	10	\$1,400.00	\$14,000		14,000	14.00	\$	\$	\$19,600.00	140.000%
A16	FIRE HYDRANT ASSEMBLY	EA	9	\$6,000.00	\$54,000		6,000	6.00	\$	\$	\$36,000.00	66.667%
A17	REMOVE FIRE HYDRANT	EA	7	\$500.00	\$3,500		5,000	5.00	\$	\$	\$2,500.00	71.429%

WA0328 - Flood Avenue Waterline Replacement Project					Payment Request No. 12		Period Ending: 07/25/23					
Southwest Water Works					Work Completed		Page 4 of 5					
201 NW 132nd St. OKC, OK 73114												
Bid						Qty	Qty	Amount	Amount	Amount		
Item	Description	Qty.	Units	Unit Price	Total Price	This Estimate	Previous Estimates	To Date	This Estimate	Previous Estimates	To Date	% Complete
A18	8-INCH CAP AND PLUG EXISTING WATERLINE	EA	1	\$ 750.00	\$750		2.000	2.00	\$ -	\$ 1,500.00	\$ 1,500.00	200.000%
A19	10-INCH CAP AND PLUG EXISTING WATERLINE	EA	1	\$ 1,000.00	\$1,000		1.000	1.00	\$ -	\$ 1,000.00	\$ 1,000.00	100.000%
A20	12-INCH CAP AND PLUG EXISTING WATERLINE	EA	2	\$ 1,000.00	\$2,000		5.000	5.00	\$ -	\$ 5,000.00	\$ 5,000.00	250.000%
A21	CONNECTION TO EXISTING 8-INCH WATERLINE	EA	5	\$ 1,200.00	\$6,000		4.000	4.00	\$ -	\$ 4,800.00	\$ 4,800.00	80.000%
A22	CONNECTION TO EXISTING 12-INCH WATERLINE	EA	5	\$ 1,500.00	\$7,500		4.000	4.00	\$ -	\$ 6,000.00	\$ 6,000.00	80.000%
A23	1-INCH SINGLE SHORT SERVICE (SSS)	EA	7	\$ 2,000.00	\$14,000		7.000	7.00	\$ -	\$ 14,000.00	\$ 14,000.00	100.000%
A24	1 5-INCH SINGLE SHORT SERVICE (SSS)	EA	1	\$ 4,500.00	\$4,500		1.000	1.00	\$ -	\$ 4,500.00	\$ 4,500.00	100.000%
A25	12-INCH BLOW OFF ASSEMBLY	EA	1	\$ 5,000.00	\$5,000		1.000	1.00	\$ -	\$ 5,000.00	\$ 5,000.00	100.000%
A26	REMOVE AND REPLACE CONCRETE SIDEWALK	SY	135	\$ 65.00	\$8,775		52.170	52.17	\$ -	\$ 3,391.05	\$ 3,391.05	38.644%
A27	REMOVE AND REPLACE CONCRETE DRIVEWAY	SY	45	\$ 90.00	\$4,050		214.390	214.39	\$ -	\$ 19,295.10	\$ 19,295.10	476.422%
A28	REMOVE AND REPLACE P.C. CONCRETE PAVING	SY	10	\$ 125.00	\$1,250		136.590	136.59	\$ -	\$ 17,073.75	\$ 17,073.75	1365.900%
A29	REMOVE AND REPLACE CURB & GUTTER	LF	25	\$ 60.00	\$1,500		158.000	158.00	\$ -	\$ 9,480.00	\$ 9,480.00	632.000%
A30	SOLID SLAB SODDING	SY	4022	\$ 1.75	\$7,039		4022.000	4022.00	\$ -	\$ 7,038.50	\$ 7,038.50	100.000%
A31	ADA TACTILE SURFACE	EA	4	\$ 1,200.00	\$4,800		1.000	1.00	\$ -	\$ 1,200.00	\$ 1,200.00	25.000%
A32	CLEARING AND GRUBBING	LS	1	\$ 1,000.00	\$1,000		1.000	1.00	\$ -	\$ 1,000.00	\$ 1,000.00	100.000%
A33	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$ 12,500.00	\$12,500		1.000	1.00	\$ -	\$ 12,500.00	\$ 12,500.00	100.000%
A34	CONSTRUCTION STAKING AND AS-BUILTS	LS	1	\$ 15,000.00	\$15,000		1.000	1.00	\$ -	\$ 15,000.00	\$ 15,000.00	100.000%
A35	EROSION CONTROL	LS	1	\$ 2,500.00	\$2,500		1.000	1.00	\$ -	\$ 2,500.00	\$ 2,500.00	100.000%
A36	MOBILIZATION AND INSURANCE 5% MAX	LS	1	\$ 30,000.00	\$30,000		1.000	1.00	\$ -	\$ 30,000.00	\$ 30,000.00	100.000%
A37	PRE-CONSTRUCTION AND POST-CONSTRUCTION INSPECTION	LS	1	\$ 5,000.00	\$5,000		1.000	1.00	\$ -	\$ 5,000.00	\$ 5,000.00	100.000%
CO1-1	16 x 11.25 Bend	EA	2.00	\$2,500.00	\$5,000		4	4.00	\$ -	\$ 10,000.00	\$ 10,000.00	200.000%
CO1-2	16 x 90 Bend	EA	2.00	\$4,000.00	\$8,000		2	2.00	\$ -	\$ 8,000.00	\$ 8,000.00	100.000%
CO1-3	16 x 8 Tee	EA	3.00	\$5,500.00	\$16,500		3	3.00	\$ -	\$ 16,500.00	\$ 16,500.00	100.000%
CO1-4	Water Service Long	EA	2.00	\$6,500.00	\$13,000		1	1.00	\$ -	\$ 6,500.00	\$ 6,500.00	50.000%
CO1-5	Remove and Replace Light Pole	EA	2.00	\$9,500.00	\$19,000		2	2.00	\$ -	\$ 19,000.00	\$ 19,000.00	100.000%
CO1-6	Remove and Replace Cable Fence	LF	315.00	\$50.00	\$15,750		406	406.00	\$ -	\$ 20,300.00	\$ 20,300.00	128.889%
CO1-7	Remove and Replace Pipe Rail	LF	20.00	\$45.00	\$900		20	20.00	\$ -	\$ 900.00	\$ 900.00	100.000%
CO1-8	Remove and Replace Storm Sewer	LF	78.00	\$375.00	\$29,250		78	78.00	\$ -	\$ 29,250.00	\$ 29,250.00	100.000%
CO1-9	Steel Encasement 30" (Includes Excavation, Spacers, Etc.)	LF	40.00	\$350.00	\$14,000		0	0.00	\$ -	\$ -	\$ -	0.000%
CO2-1	Blow off removal and extra gravel	LS	0.00	\$1,604.75		1.00	0	1.00	\$ 1,604.75	\$ -	\$ 1,604.75	100.000%
CO2-2	Extra Depth Excavation	LS	0.00	\$31,694.00		1.00	0	1.00	\$ 31,694.00	\$ -	\$ 31,694.00	100.000%
Total Bid					\$3,325,518.50				\$ 40,371.30	\$ 3,254,251.84	\$ 3,294,623.14	99.071%

WAL238 - Flood Avenue Waterline Replacement Project										Period Ending: 07/25/23												
Southwest Water Works										Page 5 of 5												
Item	Supplier	Invoice Number	Invoice Date	Decommission	Invoice Total	Total Amount Paid	% Paid	Est. #1 Materials Installed	Est. #2 Materials Installed	Est. #3 Materials Installed	Est. #4 Materials Installed	Est. #5 Materials Installed	Est. #6 Materials Installed	Est. #7 Materials Installed	Est. #8 Materials Installed	Est. #9 Materials Installed	Est. #10 Materials Installed	Est. #11 Materials Installed	Est. #12 Materials Installed	Materials Installed	Materials Remaining	
1	Core & Main	P87548	11/5/2021	SEE ATTACHED	\$ 4,201.90	\$	100%	0.00	3,522.30	679.60											4,201.90	0.00
2	Core & Main	P87674	11/5/2021		\$ 29,076.80	\$	100%	0.00	23,767.39	5,309.41											29,076.80	0.00
3	Core & Main	P990184	11/5/2021		\$ 33,426.00	\$	100%	0.00	33,426.00												33,426.00	0.00
4	Core & Main	P970173	11/18/2021		\$ 907.89	\$	100%	0.00	907.89												907.89	0.00
5	Core & Main	P966670	11/22/2021		\$ 354.67	\$	100%	0.00	354.67												354.67	0.00
6	Core & Main	P906878	11/24/2021		\$ 6,701.05	\$	100%	0.00	6,701.05												6,701.05	0.00
7	Core & Main	Q007786	11/24/2021		\$ 72,794.40	\$	100%	0.00	72,794.40		72,794.40										72,794.40	0.00
8	Core & Main	P969955	11/24/2021		\$ 72,794.40	\$	100%	0.00	72,794.40		15,000.00										72,794.40	0.00
9	Core & Main	Q007786	11/24/2021		\$ 72,794.40	\$	100%	0.00	72,794.40												72,794.40	0.00
10	Core & Main	Q007786	11/24/2021		\$ 72,794.40	\$	100%	0.00	72,794.40												72,794.40	0.00
11	Core & Main	Q012181	11/24/2021		\$ 72,794.40	\$	100%	0.00	72,794.40												72,794.40	0.00
12	Core & Main	Q012158	11/24/2021		\$ 62,395.20	\$	100%	0.00	62,395.20												62,395.20	0.00
13	Core & Main	Q012652	11/24/2021		\$ 72,794.40	\$	100%	0.00	72,794.40												72,794.40	0.00
14	Core & Main	Q012652	11/24/2021		\$ 72,794.40	\$	100%	0.00	72,794.40												72,794.40	0.00
15	Core & Main	Q012652	11/24/2021		\$ 72,794.40	\$	100%	0.00	72,794.40												72,794.40	0.00
16	Core & Main	Q012652	11/24/2021		\$ 72,794.40	\$	100%	0.00	72,794.40												72,794.40	0.00
17	General Materials	Q4-4003-1837	11/25/2021		\$ 314.65	\$	100%	0.00	314.65												314.65	0.00
18	Victory Sand & Gravel	58660	11/29/2021		\$ 1,016.00	\$	100%	0.00	1,016.00												1,016.00	0.00
19	Victory Sand & Gravel	58661	11/29/2021		\$ 1,016.00	\$	100%	0.00	1,016.00												1,016.00	0.00
20	Victory Sand & Gravel	Q056334	12/9/2021		\$ 106.21	\$	100%	0.00	106.21												106.21	0.00
21	Core & Main	Q028866	12/9/2021		\$ 21,016.80	\$	100%	0.00	21,016.80												21,016.80	0.00
22	Core & Main	Q073450	12/10/2021		\$ 35,031.49	\$	100%	0.00	35,031.49												35,031.49	0.00
23	Core & Main	Q091603	12/14/2021		\$ 1,039.27	\$	100%	0.00	1,039.27												1,039.27	0.00
24	Core & Main	Q113369	11/8/2022		\$ 4,500.45	\$	100%	0.00	4,500.45												4,500.45	0.00
25	Core & Main	Q290999	12/8/2022		\$ 62,261.32	\$	100%	0.00	62,261.32												62,261.32	0.00
26	Core & Main	Q287414	12/8/2022		\$ 316.98	\$	100%	0.00	316.98												316.98	0.00
27	Core & Main	Q231245	12/8/2022		\$ 894.84	\$	100%	0.00	894.84												894.84	0.00
28	Dolese	AG22003786	11/27/2022		\$ 315.05	\$	100%	0.00	315.05												315.05	0.00
29	Dolese	RA22001540	11/27/2022		\$ 429.00	\$	100%	0.00	429.00												429.00	0.00
30	Dolese	P966670	11/27/2022		\$ 354.67	\$	100%	0.00	354.67												354.67	0.00
31	Manwell	96633	11/28/2022		\$ 1,404.00	\$	100%	0.00	1,404.00												1,404.00	0.00
32	Underground Solutions	67511	12/1/2021		\$ 104,186.25	\$	100%	0.00	104,186.25												104,186.25	0.00
33	Core & Main	Q330251	2/9/2022		\$ 66.98	\$	100%	0.00	66.98												66.98	0.00
34	Core & Main	Q418117	2/24/2022		\$ (31.14)	\$	100%	0.00	(31.14)												(31.14)	0.00
35	Core & Main	Q414117	3/27/2022		\$ 1,228.16	\$	100%	0.00	1,228.16												1,228.16	0.00
36	Core & Main	Q285576	3/27/2022		\$ 1,117.38	\$	100%	0.00	1,117.38												1,117.38	0.00
37	Core & Main	Q414780	3/27/2022		\$ 164,512.96	\$	100%	0.00	164,512.96												164,512.96	0.00
38	Core & Main	Q382188	3/27/2022		\$ 548.20	\$	100%	0.00	548.20												548.20	0.00
39	Core & Main	Q272063	3/27/2022		\$ 2,385.39	\$	100%	0.00	2,385.39												2,385.39	0.00
40	Core & Main	Q272063	3/27/2022		\$ 1,580.87	\$	100%	0.00	1,580.87												1,580.87	0.00
41	Core & Main	Q411550	3/7/2022		\$ 6,720.00	\$	100%	0.00	6,720.00												6,720.00	0.00
42	Core & Main	59402	2/28/2022		\$ 12,710.80	\$	100%	0.00	12,710.80												12,710.80	0.00
43	International Pipe	59400	2/28/2022		\$ 12,710.80	\$	100%	0.00	12,710.80												12,710.80	0.00
44	Manwell	6881	3/20/2022		\$ 1,404.00	\$	100%	0.00	1,404.00												1,404.00	0.00
45	Underground Solutions	67596	2/16/2022		\$ 76,542.50	\$	100%	0.00	76,542.50												76,542.50	0.00
46	Underground Solutions	60539	2/9/2022		\$ 4,572.00	\$	100%	0.00	4,572.00												4,572.00	0.00
47	Victory Sand & Gravel	60532	2/18/2022		\$ 1,524.00	\$	100%	0.00	1,524.00												1,524.00	0.00
48	Victory Sand & Gravel	60532	2/18/2022		\$ 25,998.00	\$	100%	0.00	25,998.00												25,998.00	0.00
49	Core & Main	Q012241	12/11/2021		\$ 28,112.00	\$	100%	0.00	28,112.00												28,112.00	0.00
50	Core & Main	Q012241	12/11/2021		\$ 34,743.20	\$	100%	0.00	34,743.20												34,743.20	0.00
51	Core & Main	Q438352	11/13/2022		\$ 16,260.60	\$	100%	0.00	16,260.60												16,260.60	0.00
52	Core & Main	Q438352	11/13/2022		\$ 89,848.00	\$	100%	0.00	89,848.00												89,848.00	0.00
53	Core & Main	Q438352	11/13/2022		\$ 36,774.68	\$	100%	0.00	36,774.68												36,774.68	0.00
54	Core & Main	Q438352	11/13/2022		\$ 64,085.28	\$	100%	0.00	64,085.28												64,085.28	0.00
55	Core & Main	Q517511	3/15/2022		\$ 11,754.49	\$	100%	0.00	11,754.49												11,754.49	0.00
56	Core & Main	Q517511	3/18/2022		\$ 21,421.20	\$	100%	0.00	21,421.20												21,421.20	0.00
57	Core & Main	Q517511	3/18/2022		\$ 1,034.00	\$	100%	0.00	1,034.00												1,034.00	0.00
58	Core & Main	Q517511	4/17/2022		\$ 25,787.93	\$	100%	0.00	25,787.93												25,787.93	0.00
59	Core & Main	Q4849162	6/17/2022		\$ 4,057.97	\$	100%	0.00	4,057.97												4,057.97	0.00
60	Core & Main	Q4849162	6/17/2022		\$ 429.00	\$	100%	0.00	429.00												429.00	0.00
61	Core & Main	Q4849162	6/17/2022		\$ 2,973.00	\$	100%	0.00	2,973.00												2,973.00	0.00
62	Core & Main	Q4849162	6/17/2022		\$ 3,465.00	\$	100%	0.00	3,465.00												3,465.00	0.00
63	Dolese	RA22017579	4/19/2022		\$ 979.00	\$	100%	0.00	979.00												979.00	0.00
64	Dolese	RA22017579	4/19/2022		\$ 2,663.00	\$	100%	0.00	2,663.00												2,663.00	0.00
65	Dolese	RA22017579	4/19/2022		\$ 1,997.25	\$	100%	0.00	1,997.25												1,997.25	0.00
66	Dolese	RA22017579	4/19/2022		\$ 2,738.40	\$	100%	0.00	2,738.40												2,738.40	0.00
67	Victory Sand & Gravel	61370	4/6/2022		\$ 528.38	\$	100%	0.00	528.38												528.38	0.00
68	Victory Sand & Gravel	61370	4/6/2022		\$ 2,547.54	\$	100%	0.00	2,547.54												2,547.54	0.00
69	Victory Sand & Gravel	61666	4/15/2022		\$ 576.69	\$	100%	0.00	576.69												576.69	0.00
70	Victory Sand & Gravel	61666	4/15/2022		\$ 6,365.91	\$	100%	0.00	6,365.91												6,365.91	0.00
71	Victory Sand & Gravel	61666	4/15/2022		\$ 355.77	\$	100%	0.00	355.77												355.77	0.00
72	Core & Main	Q622628	4/19/2022		\$ 3,855.99	\$	100%	0.00	3,855.99												3,855.99	0.00
73	Core & Main	Q637171	4/19/2022		\$ 528.38	\$	100%	0.00	528.38													

WAL278 Flood Avenue Waterline Replacement Project Southwest Water Works										Period Ending Page 5 of 5													
Item	Supplier	Invoice Number	Invoice Date	Description	Invoice Total	Amount Paid	% Paid	Invoice Balance	Est #1	Est #2	Est #3	Est #4	Est #5	Est #6	Est #7	Est #8	Est #9	Est #10	Est #11	Est #12	Materials Installed	Materials Remaining	% Remaining
78	Care & Mann	R0262834	8/13/2022	78 Vickers Sand & Gravel	\$ 4,017.04	\$ 4,017.04	100%	\$ 0.00															0%
79	Vickers Sand & Gravel	R064222	8/13/2022	79 Vickers Sand & Gravel	\$ 1,997.25	\$ 1,997.25	100%	\$ 0.00															0%
80	Care & Mann	R064222	8/13/2022	80 Vickers Sand & Gravel	\$ 1,531.30	\$ 1,531.30	100%	\$ 0.00															0%
81	Care & Mann	R064222	8/13/2022	81 Vickers Sand & Gravel	\$ 979.00	\$ 979.00	100%	\$ 0.00															0%
82	Dolese	R064222	8/13/2022	82 Dolese	\$ 477.50	\$ 477.50	100%	\$ 0.00															0%
83	Dolese	R064222	8/13/2022	83 Dolese	\$ 571.00	\$ 571.00	100%	\$ 0.00															0%
84	Vickers Sand & Gravel	R064222	8/13/2022	84 Vickers Sand & Gravel	\$ 2,663.00	\$ 2,663.00	100%	\$ 0.00															0%
85	Maxwell	R064222	8/13/2022	85 Maxwell	\$ 1,404.00	\$ 1,404.00	100%	\$ 0.00															0%
86	Care & Mann	R1420501	7/16/2022	86 Care & Mann	\$ 22,020.93	\$ 22,020.93	100%	\$ 0.00															0%
87	Care & Mann	R1420501	7/16/2022	87 Care & Mann	\$ 829.80	\$ 829.80	100%	\$ 0.00															0%
88	Care & Mann	R1420501	7/16/2022	88 Care & Mann	\$ 583.18	\$ 583.18	100%	\$ 0.00															0%
89	Care & Mann	R162890	7/14/2022	89 Care & Mann	\$ 1,334.98	\$ 1,334.98	100%	\$ 0.00															0%
90	Care & Mann	R216072	7/14/2022	90 Care & Mann	\$ 1,054.22	\$ 1,054.22	100%	\$ 0.00															0%
91	Care & Mann	R253160	7/12/2022	91 Care & Mann	\$ 905.66	\$ 905.66	100%	\$ 0.00															0%
92	Care & Mann	R279492	7/12/2022	92 Care & Mann	\$ 1,468.53	\$ 1,468.53	100%	\$ 0.00															0%
93	Care & Mann	R303491	7/12/2022	93 Care & Mann	\$ 840.00	\$ 840.00	100%	\$ 0.00															0%
94	Care & Mann	R338974	8/5/2022	94 Care & Mann	\$ 2,578.24	\$ 2,578.24	100%	\$ 0.00															0%
95	Vickers Sand & Gravel	63246	7/16/2022	95 Vickers Sand & Gravel	\$ 7,908.30	\$ 7,908.30	100%	\$ 0.00															0%
96	Vickers Sand & Gravel	63346	7/12/2022	96 Vickers Sand & Gravel	\$ 2,789.80	\$ 2,789.80	100%	\$ 0.00															0%
97	Vickers Sand & Gravel	63440	7/19/2022	97 Vickers Sand & Gravel	\$ 5,013.60	\$ 5,013.60	100%	\$ 0.00															0%
98	Vickers Sand & Gravel	63643	7/15/2022	98 Vickers Sand & Gravel	\$ 1,081.60	\$ 1,081.60	100%	\$ 0.00															0%
99	Vickers Sand & Gravel	64090	8/11/2022	99 Vickers Sand & Gravel	\$ 3,704.00	\$ 3,704.00	100%	\$ 0.00															0%
100	Vickers Sand & Gravel	63862	7/19/2022	100 Vickers Sand & Gravel	\$ 3,704.00	\$ 3,704.00	100%	\$ 0.00															0%
101	Care & Mann	R291605	8/11/2022	101 Care & Mann	\$ 1,950.09	\$ 1,950.09	100%	\$ 0.00															0%
102	Care & Mann	R353822	8/11/2022	102 Care & Mann	\$ 239.28	\$ 239.28	100%	\$ 0.00															0%
103	Care & Mann	R450673	8/23/2022	103 Care & Mann	\$ 1,397.00	\$ 1,397.00	100%	\$ 0.00															0%
104	Care & Mann	R463788	8/15/2022	104 Care & Mann	\$ 266.63	\$ 266.63	100%	\$ 0.00															0%
105	Care & Mann	R465857	8/31/2022	105 Care & Mann	\$ 17,279.04	\$ 17,279.04	100%	\$ 0.00															0%
106	Dolese	R064222	8/16/2022	106 Dolese	\$ 1,436.50	\$ 1,436.50	100%	\$ 0.00															0%
107	Dolese	R064222	8/16/2022	107 Dolese	\$ 1,431.50	\$ 1,431.50	100%	\$ 0.00															0%
108	Dolese	R064222	8/16/2022	108 Dolese	\$ 1,431.50	\$ 1,431.50	100%	\$ 0.00															0%
109	Dolese	R064222	8/16/2022	109 Dolese	\$ 1,666.00	\$ 1,666.00	100%	\$ 0.00															0%
110	Dolese	R064222	8/16/2022	110 Dolese	\$ 1,431.50	\$ 1,431.50	100%	\$ 0.00															0%
111	Dolese	R064222	8/16/2022	111 Dolese	\$ 1,431.50	\$ 1,431.50	100%	\$ 0.00															0%
112	Dolese	R064222	8/16/2022	112 Dolese	\$ 1,165.50	\$ 1,165.50	100%	\$ 0.00															0%
113	Dolese	R064222	8/16/2022	113 Dolese	\$ 1,865.50	\$ 1,865.50	100%	\$ 0.00															0%
114	Dolese	R064222	8/16/2022	114 Dolese	\$ 2,131.50	\$ 2,131.50	100%	\$ 0.00															0%
115	Dolese	R064222	8/16/2022	115 Dolese	\$ 1,666.00	\$ 1,666.00	100%	\$ 0.00															0%
116	Dolese	R064222	8/16/2022	116 Dolese	\$ 3,097.50	\$ 3,097.50	100%	\$ 0.00															0%
117	Dolese	R064222	8/16/2022	117 Dolese	\$ 1,431.50	\$ 1,431.50	100%	\$ 0.00															0%
118	Maxwell	30150	8/9/2022	118 Maxwell	\$ 876.16	\$ 876.16	100%	\$ 0.00															0%
119	Maxwell	31605	8/17/2022	119 Maxwell	\$ 49.85	\$ 49.85	100%	\$ 0.00															0%
120	Maxwell	31608	8/17/2022	120 Maxwell	\$ 183.20	\$ 183.20	100%	\$ 0.00															0%
121	Maxwell	31611	8/17/2022	121 Maxwell	\$ 178.50	\$ 178.50	100%	\$ 0.00															0%
122	Maxwell	31615	8/17/2022	122 Maxwell	\$ 1,936.99	\$ 1,936.99	100%	\$ 0.00															0%
123	Maxwell	32010	8/19/2022	123 Maxwell	\$ 172.77	\$ 172.77	100%	\$ 0.00															0%
124	Maxwell	32483	8/23/2022	124 Maxwell	\$ 811.60	\$ 811.60	100%	\$ 0.00															0%
125	Maxwell	32675	8/24/2022	125 Maxwell	\$ 1,344.49	\$ 1,344.49	100%	\$ 0.00															0%
126	Vickers Sand & Gravel	64031	8/8/2022	126 Vickers Sand & Gravel	\$ 1,699.80	\$ 1,699.80	100%	\$ 0.00															0%
127	Vickers Sand & Gravel	64504	8/31/2022	127 Vickers Sand & Gravel	\$ 3,092.60	\$ 3,092.60	100%	\$ 0.00															0%
128	Care & Mann	R064222	9/19/2022	128 Care & Mann	\$ 4,521.93	\$ 4,521.93	100%	\$ 0.00															0%
129	Care & Mann	R064222	9/19/2022	129 Care & Mann	\$ 1,143.00	\$ 1,143.00	100%	\$ 0.00															0%
130	Care & Mann	R064222	9/19/2022	130 Care & Mann	\$ 1,062.20	\$ 1,062.20	100%	\$ 0.00															0%
131	Care & Mann	R514338	10/3/2022	131 Care & Mann	\$ 4,664.00	\$ 4,664.00	100%	\$ 0.00															0%
132	Care & Mann	R064222	9/12/2022	132 Care & Mann	\$ 1,865.50	\$ 1,865.50	100%	\$ 0.00															0%
133	Dolese	R064222	9/12/2022	133 Dolese	\$ 2,863.00	\$ 2,863.00	100%	\$ 0.00															0%
134	Dolese	R064222	9/12/2022	134 Dolese	\$ 2,457.50	\$ 2,457.50	100%	\$ 0.00															0%
135	Dolese	R064222	9/12/2022	135 Dolese	\$ 3,816.00	\$ 3,816.00	100%	\$ 0.00															0%
136	Dolese	R064222	9/12/2022	136 Dolese	\$ 2,457.50	\$ 2,457.50	100%	\$ 0.00															0%
137	Dolese	R064222	9/12/2022	137 Dolese	\$ 1,491.50	\$ 1,491.50	100%	\$ 0.00															0%
138	Dolese	R064222	9/12/2022	138 Dolese	\$ 150.76	\$ 150.76	100%	\$ 0.00															0%
139	Dolese	R064222	9/12/2022	139 Dolese	\$ 712.50	\$ 712.50	100%	\$ 0.00															0%
140	Maxwell	36491	9/21/2022	140 Maxwell	\$ 1,916.75	\$ 1,916.75	100%	\$ 0.00															0%
141	Pioneer	64814	9/19/2022	141 Pioneer	\$ 1,175.80	\$ 1,175.80	100%	\$ 0.00															0%
142	Vickers Sand & Gravel	64813	9/19/2022	142 Vickers Sand & Gravel	\$ 794.75	\$ 794.75	100%	\$ 0.00															0%
143	Vickers Sand & Gravel	64854	9/21/2022	143 Vickers Sand & Gravel	\$ 883.80	\$ 883.80	100%	\$ 0.00															0%
144	Vickers Sand & Gravel	64938	9/23/2022	144 Vickers Sand & Gravel	\$ 576.00	\$ 576.00	100%	\$ 0.00															0%
145	Vickers Sand & Gravel	65080	9/23/2022	145 Vickers Sand & Gravel	\$ 269.39	\$ 269.39	100%	\$ 0.00															0%
146	Vickers Sand & Gravel	R069647	10/4/2022	146 Vickers Sand & Gravel	\$ 576.00	\$ 576.00	100%	\$ 0.00															0%
147	Care & Mann	R7101166	10/4/2022	147 Care & Mann	\$ 412.88	\$ 412.88	100%	\$ 0.00															0%
148	Care & Mann	R640433	10/5/2022	148 Care & Mann	\$ 1,416.00	\$ 1,416.00	100%	\$ 0.00															0%
149	Care & Mann	R640433	10/5/2022	149 Care & Mann	\$ 1,416.00	\$ 1,416.00	100%	\$ 0.00															

WMA0238 - Flood Avenue Waterline Replacement Project Southwest Water Works										Payment Request No. Materials Summary		12		Period Ending: Page 5 of 5 07/25/23									
Item	Supplier	Invoice Number	Invoice Date	Description	Invoice Total	Total Amount Paid	% Paid	Invoice Balance	Est. #1 Materials Installed	Est. #2 Materials Installed	Est. #3 Materials Installed	Est. #4 Materials Installed	Est. #5 Materials Installed	Est. #6 Materials Installed	Est. #7 Materials Installed	Est. #8 Materials Installed	Est. #9 Materials Installed	Est. #10 Materials Installed	Est. #11 Materials Installed	Est. #12 Materials Installed	Materials Remaining	% Remaining	
150	Core & Main	R506029	10/17/2022		\$ 1,256.40	\$ 1,256.40	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
151	Core & Main	R717171	10/17/2022		\$ 1,220.10	\$ 1,220.10	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
152	Core & Main	R784743	10/19/2022		\$ 4,488.14	\$ 4,488.14	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
153	Core & Main	R817670	10/25/2022		\$ 700.00	\$ 700.00	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
154	Core & Main	R850181	10/28/2022		\$ 5,295.24	\$ 5,295.24	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
155	Core & Main	R864881	11/1/2022		\$ 4,114.84	\$ 4,114.84	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
156	Core & Main	R869198	11/4/2022		\$ 351.87	\$ 351.87	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
157	Core & Main	R901017	11/6/2022		\$ 473.76	\$ 473.76	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
158	Victors Sand & Gravel	65254	10/12/2022		\$ 973.10	\$ 973.10	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
159	Victors Sand & Gravel	65350	10/12/2022		\$ 2,653.20	\$ 2,653.20	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
160	Victors Sand & Gravel	65546	10/16/2022		\$ 1,855.60	\$ 1,855.60	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
161	Victors Sand & Gravel	65684	11/2/2022		\$ 676.00	\$ 676.00	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
162	Core & Main	R920021	11/11/2022	PO on claim 11	\$ 1,300.00	\$ 1,300.00	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
163	Core & Main	R922148	11/11/2022	PO on claim 11	\$ 278.38	\$ 278.38	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
164	Core & Main	R873398	11/11/2022	PO on claim 11	\$ 200.66	\$ 200.66	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
165	Core & Main	R581060	11/14/2022	PO on claim 11	\$ 3,155.10	\$ 3,155.10	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
166	Core & Main	R907080	11/16/2022	PO on claim 11	\$ 2,157.80	\$ 2,157.80	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
167	Core & Main	R967077	11/18/2022	PO on claim 11	\$ 1,067.71	\$ 1,067.71	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
168	Core & Main	S110784	12/10/2022	PO on claim 11	\$ 1,102.49	\$ 1,102.49	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
169	Core & Main	S108809	12/19/2022	PO on claim 11	\$ 1,878.26	\$ 1,878.26	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
170	Core & Main	S094447	12/20/2022	Removed on Claim 11	\$ (20,246.57)	\$ (20,246.57)	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
171	Core & Main	S165281	1/9/2023	PO on claim 11	\$ (4,446.26)	\$ (4,446.26)	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
172	Core & Main	S164627	1/9/2023	PO on claim 11	\$ 480.00	\$ 480.00	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
173	Core & Main	S160680	1/5/2023	PO on claim 11	\$ (6,471.12)	\$ (6,471.12)	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
174	Core & Main	S222849	1/17/2023	Removed on Claim 11	\$ (6,573.39)	\$ (6,573.39)	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
175	Core & Main	S185810	1/17/2023	PO on claim 11	\$ 256.98	\$ 256.98	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
176	Core & Main	R42706476	1/19/2023		\$ 2,331.00	\$ 2,331.00	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
177	Dolise	R42706476	1/19/2023		\$ 3,962.00	\$ 3,962.00	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
178	Dolise	R42706476	12/14/2022		\$ 2,139.00	\$ 2,139.00	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
179	Dolise	R42706476	12/14/2022		\$ 1,421.50	\$ 1,421.50	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
180	Dolise	R42706476	12/15/2022		\$ 1,431.50	\$ 1,431.50	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
181	Dolise	R42706476	12/14/2022		\$ 1,712.50	\$ 1,712.50	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
182	Dolise	R42706476	12/14/2022		\$ 969.29	\$ 969.29	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
183	Dolise	R42706476	12/14/2022		\$ 347.02	\$ 347.02	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
184	Dolise	R42706476	12/16/2022		\$ 1,421.50	\$ 1,421.50	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
185	Dolise	R42706476	12/19/2022		\$ 2,061.50	\$ 2,061.50	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
186	Dolise	R42706476	12/22/2022		\$ 1,443.75	\$ 1,443.75	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
187	Dolise	R42706476	12/29/2022		\$ 1,596.00	\$ 1,596.00	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
188	Dolise	R42706476	1/3/2023		\$ 1,853.50	\$ 1,853.50	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
189	Dolise	R42706476	1/3/2023		\$ 1,810.00	\$ 1,810.00	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
190	El Reno Sod	2750	11/16/2022		\$ 19,305.00	\$ 19,305.00	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
191	El Reno Sod	2750	11/16/2022		\$ 15,043.30	\$ 15,043.30	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
192	El Reno Sod	2777	11/16/2022		\$ 2,777.00	\$ 2,777.00	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
193	El Reno Sod	2777	11/16/2022		\$ 176.00	\$ 176.00	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
194	El Reno Sod	2777	11/16/2022		\$ 4,586.60	\$ 4,586.60	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
195	El Reno Sod	2777	11/16/2022		\$ 3,722.48	\$ 3,722.48	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
196	El Reno Sod	2777	11/16/2022		\$ 160.00	\$ 160.00	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
197	El Reno Sod	2777	11/16/2022		\$ 114.48	\$ 114.48	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
198	El Reno Sod	2777	11/16/2022		\$ 748.00	\$ 748.00	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
199	El Reno Sod	2777	11/16/2022		\$ 405.60	\$ 405.60	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
200	El Reno Sod	2777	11/16/2022		\$ 2,480.95	\$ 2,480.95	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
201	El Reno Sod	2777	11/16/2022		\$ 855.60	\$ 855.60	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
202	El Reno Sod	2777	11/16/2022		\$ 1,402.50	\$ 1,402.50	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
Totals																							

File Attachments for Item:

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-2122-81: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$331,031 FOR A REVISED AMOUNT \$8,862,833 FOR THE CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE NORMAN FORWARD GRIFFIN PARK REMODEL PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: Wade Thompson, Parks and Facilities Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-2122-81: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$331,031 FOR A REVISED AMOUNT \$8,862,833 FOR THE CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE NORMAN FORWARD GRIFFIN PARK REMODEL PROJECT.

BACKGROUND:

On October 13, 2015, Norman citizens passed the Norman Forward Initiative, which will fund various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes an upgrade of the Griffin Park Soccer Complex. Eventually, all of the Griffin Park sports fields will be converted to soccer and will consist of 22 youth fields. The Griffin Park fields were built originally with a crowned or curved surface, which was the preferred construction at that time. The Norman Youth Soccer Association approached the City of Norman with this project, requesting a more current soccer field design that calls for a flat playing surface. A flat surface enhances the flow and speed of the game. Changing the grade and resurfacing, as well as removing the old drainage areas and addition of ADA accessibility between the fields, enhancing the visibility and overall experience for fans and players

DISCUSSION:

On December 14, 2021, City Council approved Contract K-2122-81 with Crossland Construction to provide construction management at-risk (CMaR) service for the Griffin Park Remodel Project. The initial contract amount of \$14,450 was approved to provide pre-construction services, which, to date, have included plan review, scheduling, and bidding services.

On February 8, 2022, NMA/City Council approved Amendment / Guaranteed Maximum Price (GMP) #1, which included earthwork, demolition, site concrete, painting, fencing, and landscaping; estimating and construction contingencies; general conditions for the entire project; and indirect costs, which included bonding, insurance, and CMaR fees. The total for GMP #1 was \$1,370,970, which included pre-construction services in the amount of \$14,450.

On July 26, 2022, NMA/City Council Approved Amendment / Guaranteed Maximum Price (GMP) #2, which included demolition, concrete, masonry, structural steel, door assemblies supply, flooring and wall tile, painting, signage, plumbing, HVAC, electrical, earthwork, site concrete, asphalt, fencing, irrigation, sprigging, sod & mulch, site furnishings, site utilities, and storm sewer systems. The total for the work bid was \$6,576,243 (making the then-cumulative total for Contract K-2122-81 equaling \$7,947,213).

On January 24, 2023, NMA/City Council Approved Amendment/Guaranteed Maximum Price (GMP) #3 included a drive connecting the southeast parking lot to the High Meadows Dr. intersection. The was identified as part of the traffic study specifically for the Griffin Park Remodel in 2017, and it outlined this section of road to be added to increase the flow of traffic entering and exiting Griffin Park. The Total for GMP #3 was \$568,189 (making the then-cumulative total for contract K-2122-81 equaling \$8,515,402).

Guaranteed Maximum Price (GMP) No. #4 is for a road and round-a-bout connecting the Griffin Community Dog Park and Griffin Disc Golf Course to the High Meadows Dr. intersection and removing the entrance into Griffin Park north of High Meadows Dr. It will also connect to the previously approved East Park Road GMP #3. This was also identified as part of the traffic study specifically for the Griffin Park Remodel in 2017, and it outlined this section of road to be added to increase the flow of traffic entering and exiting Griffin Park. Bid Package included earthwork, site concrete, asphalt, and demolition. The total for the work bid is \$331,031.

The total for GMP/Amendment #4 is \$331,031, including the indirect costs and fees of (\$81,276) making the current cumulative total \$8,862,883 for contract K-2122-81.

Our Project Consultants from ADG have participated throughout the entire process up to our current point of the beginning construction of the project. Further, the City Attorney's office has reviewed and approved the amendment documents.

Adequate funds are available for this contract in the Griffin Park Remodel project, Construction (account 51796639-46101; project NFB001).

RECOMMENDATION:

It is recommended that the City Council, acting as the Norman Municipal Authority, approve Amendment No. 4 to Contract K-2122-81 with Crossland Construction Company, Inc., in the amount of \$331,031 for a total contract of \$8,848,433 for the Griffin Park Remodel Project.

**AMENDMENT NO 4 TO CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND
CONSTRUCTION COMPANY**

THIS AMENDMENT NO. 4 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this “Fourth Amendment”) is made as of August 8th, 2023, between the Norman Municipal Authority, and Crossland Construction Company, Inc. a Kansas corporation (the “Construction Manager”).

RECITALS:

A. The Norman Municipal Authority and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2122-81), dated March 24, 2020, (the “Agreement”), for construction management services for the Griffin Community Park project including plan review, design assistance, bidding services, and value engineering.

B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price (“GMP”), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager’s fee.

C. The Construction Manager submitted the third of four anticipated GMP Proposals to the City Council. The original contract value for preconstruction services was \$14,450. GMP No. 1 was approved on February 8th, 2022, for a total contract amount of \$1,370,970 (derived from the total cost of work for the Construction Phase of \$1,074,392 + the indirect Cost and Fee of \$296,578). GMP No. 2 was approved on July 26th, 2022, for a total contract amount of \$6,576,243 (derived from the total cost of work for the Construction Phase of \$5,566,310 + the Indirect Cost and Fee of \$1,009,933). GMP No. 3 was approved on January 10th, 2023, for a total contract amount of \$568,189 (derived from the total cost of work for the Construction Phase of \$518,374 + the Indirect Cost and Fee of \$49,815). The total amount of all amendments combined represent the total contract amount of \$8,862,883. Preconstruction Services were billed separately and are not included in GMP per previous Council approval attributed to the Griffin Park Project.

D. The Construction Manager now submits the fourth of the final anticipated GMP Proposals based on bids received.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipts, and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, The Norman Municipal Authority and the Construction Manager hereby agree as follows:

1. Fourth GMP Established. The Construction Manager’s guaranteed maximum price for the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager’s fee, is hereby agreed to be \$333,031 (derived

from the total cost of work for the Construction Phase of \$251,755 + the Indirect Cost and Fee of \$81,276. Preconstruction Services were billed separately not included in GMP per previous Council approval attributable to the Griffin Park Project). The GMP is the total compensation from the City to the Construction Manager for its fee for the performance of the work in accordance with Contract Documents and Pursuant to any of the following documents, as applicable:

- A. Basis for GMP. Refer **Exhibit _A_** to GMP #4 Letter
- B. Contract Document Log. Refer to **Exhibit _B_** for a list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit _B_ and incorporated herein by reference.
- C. Allowances. Refer to **Exhibit _C_** for a list of allowances included by the Construction Manager in preparation of this GMP Proposal, is attached hereto as Exhibit _C_ and incorporated herein by reference.
- D. Assumptions. Refer to **Exhibit _D_** for a list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the Drawings and Specifications is attached hereto as Exhibit _D_ and incorporated herein by reference.
- E. Proposed GMP. Refer to **Exhibit _E_** for the proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the GMP is attached hereto as Exhibit _E_ and incorporated herein by reference.
- F. Substantial Completion. Refer to **Exhibit _F_** for Substantial Completion date upon which the GMP Proposal is based and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based is attached hereto as Exhibit _F_ and incorporated herein by reference.
- G. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit _G_**.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this Fourth Amendment, the Construction Manager affirmatively asserts that (i) The Norman Municipal Authority is not currently in default, nor has been in default at any time prior to this Fourth Amendment, under any of the terms or conditions of this Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Fourth Amendment are forever waived.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this FOURTH AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Norman Municipal Authority.

CONSTRUCTION MANAGER (CROSSLAND CONSTRUCTION COMPANY, INC)

By: _____

Name: Aaron R. Stoops

Title: Vice President

Date: 8.16.23

ATTEST:

By: _____

Subscribed and Sworn to me this 16 day of August, 2023.

Commission Number: 21009617

Expiration Date: 07/22/25



THE NORMAN MUNICIPAL AUTHORITY

Reviewed and approved for form and legality this _____ day of _____, 2023.

Office of the General Counsel

Approved by The City of Norman Authority on this _____ day of _____, 2023.

By: _____

Larry Heikkila, Mayor

ATTEST:

By: _____

Brenda Hall, City Clerk

K-2122-81 Griffin Park - Exhibit A

August 8th, 2023

Wade Thompson
Parks Superintendent
City of Norman

RE: City of Norman – Griffin Park Phase 6-C
East Road North Extension
Recommendation Award Letter #4

CROSSLAND
CONSTRUCTION COMPANY, INC.

408 NE 145th Place
Oklahoma City, OK 73013
tel 405.748.5043
fax 405.748.7214

Dear Mr. Wade Thompson,

For the above referenced project, we are proposing a guaranteed maximum price (GMP) of three hundred thirty-three thousand thirty-one dollars (**\$333,031**).

These funds are to be utilized as an allowance. The intent is to price with existing subcontractors to award as change orders. All contractual limits to be in accordance with the Oklahoma Public Competitive Bidding Act, 61 O.S. 1974, §101

Crossland Construction Company has reviewed the bids for qualifications, completeness, responsiveness, cost, & best value to the owner. For additional information, see breakout pages & summaries below.

Exhibit E is the basis for the GMP. This budget was figured from the Griffin Soccer Complex Phase 6 - East Road North Extension plans dated 07-20-2023.

Please contact me should you have any questions.

Sincerely,

Ethan James
Preconstruction Engineer
Crossland Construction Company

EXHIBIT B
GMP AMENDMENT NO. 4
LIST OF DRAWINGS/SPECIFICATIONS

LIST OF DRAWINGS

C6.0 Paving General Layout
 C6.1 Paving Plan and Profile
 C6.2 Paving Plan and Profile
 C6.3 Paving Plan
 C6.4 Paving Plan
 C6.5 Paving Details

LIST OF SPECIFICATIONS

Division 1 - General:

01050 Field Engineering
 01152 Application for Payment
 01200 Project Meetings
 01340 Submittals
 01380 Pre-Construction Photographs
 01500 Temporary Facilities and Controls
 01510 Site Access
 01700 Contract Closeout
 01720 Project Record Documents
 01730 Operation and Maintenance Data

Division 2 - Site Work:

02000 Site Work
 02070 Selective Demolition
 02100 Site Preparation
 02211 Rough Grading
 02220 Earthwork
 02265 Finish Grading
 02400 Site Drainage
 02445 Vinyl Coated Chain Link Fencing
 02810 Irrigation
 02934 Sodding
 02939 Sprigging

Division 3 - Concrete:

03100 Concrete Formwork
 03210 Steel Reinforcement
 03300 Cast-In-Place Concrete
 03345 Concrete Finishing

Division 7 – Moisture Protection:

07900 Sealants

Structural Specifications:

- Table of Contents
 042200 Concrete Unit Masonry
 061000 Rough Carpentry
 061753 Shop Fabricated Wood Trusses

EXHIBIT C
GMP AMENDMENT NO. 4 LIST OF
ALLOWANCES

All GMP line items to be utilized as an allowance. Pricing to be approved by City of Norman.

EXHIBIT D
GMP AMENDMENT NO. 4 Assumptions

1. City of Norman to provide and install all landscaping.
2. City of Norman to complete demolition as required per plans and specifications.
3. Specifications and materials submitted for Griffin Park Phase 6 are to be used for the East Road – North Extension.

Bid Tab

Jason Lohaus - Estimator
 turningpoint.lohaus@gmail.com
 Cell: 405-255-3395
 Office: 405-579-7663
 Fax: 405-579-1693
 Federal ID: 71-0913108
 PO Box 1805 | Blanchard OK 73010

July 27, 2023 REVISED

RE: Griffin Sports Complex Phase 6 (Add North Road) – 1001 E Robinson St, Norman

PAVING PROPOSAL:

- Per revised civils dated 7/20/23
- Concrete @ curbs to be 3500 PSI A/E per current project specs
- Stabilize 6" of subgrade utilizing 4% Lime beneath asphalt paving per current project specs and Geo
- Install 32" concrete curb and gutter per detail SH C6.3
- Place five and a quarter inch (5.25") thick asphaltic paving – 3.25" / S3 REC & 2" / S5 REC per detail SH C6.3
- Saw cut control joints in curbs
- Add 2 PC flumes
- Add 3 yield stencils, 3 yield signs, 3 yield bars and painted gores
- Construction Staking
- Payment and Performance Bonding
- (Labor, Material & Equipment included to perform above scope of work, U.N.O)

TOTAL:

\$162,300.00

ASPHALT PRICING BASED OFF JULY 1st ODOT BINDER INDEX – PRICING SUBJECT TO CHANGE AFTER SEPT 30th

Exclusions: Testing, Site Grading exceeding +/- a 10th, Sealers, Erosion/Traffic Control, Backfill, Location-Relocation or Repair of Utilities, Utility Lay Out, Sleeves, Storm Water Collection Devices/Work, Demo, Offsite Washout, Head/Slope Walls, Rip-Rap Retaining Walls/Foundations, Handrails, Misc. Site Footings, CIP Steps/Ramps, Dirt work, ROW Permitting, Landscaping, Etc.

Bid Tab



PROPOSAL

TURNKEY CIVIL CONSTRUCTION

July 31, 2023

Crossland Construction Company

Griffin Soccer North Drive Change

SCOPE OF WORK

Strip site & Stockpile

Cut fill and compact new road area to subgrade

Leave any excess materials stockpiled on site

Machine finish grade to +/- one tenth of a foot

Machine backfill curbs and replace topsoil

TOTAL ----- **\$89,455.00**

Bill Estell

Hook Construction, LLC
304 S Czech Hall Road Tuttle, Ok 73089
Mailing: PO Box 3125 Coppel, Tx 75019
Phone: 405 740 3031
E-mail: Bill@dirtpush.com

General Conditions

General Conditions												
East Road North Extension												
<div style="text-align: right;"> CROSSLAND CONSTRUCTION COMPANY, INC. </div>												
Team Members	(\$/hr)	Staff Assignments	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	Total Hours	Total \$
Construction Staffing			1	2	3	4	5	6	7	8		
TBD	\$ 125	Sr. Project Manager									0	\$ -
Blake Madden	\$ 100	Project Manager	87	44							131	\$ 13,050.00
TBD	\$ 80	Asst. Project Manager									0	\$ -
TBD	\$ 70	Project Engineer									0	\$ -
Codey Bellomy	\$ 105	Project Superintendent	173	87							260	\$ 27,300.00
TBD	\$ 85	Asst. Superintendent									0	\$ -
TBD	\$ 75	Field Engineer									0	\$ -
TBD	\$ 65	Safety Inspector									0	\$ -
Total Labor in General Conditions											391	\$ 40,350.00

Project Requirements

Project Requirements					
		Project Duration (mo)	1.5	<div>CROSSLAND</div> <div>CONSTRUCTION COMPANY, INC.</div>	
		Total SF	0		
East Road North Extension					
Construction Services		\$	Cost Type		Notes for Clarity
1	CM Field Office, Furniture, & Furnishings	\$ -	PRs		\$0 @ 1.5 mo & \$0
2	Office Supplies	\$ -	PRs		\$0 @ 1.5 mo & \$0
3	Project Sign	\$ -	PRs		\$0 @ 1 each & \$0
4	Superintendent Vehicles	\$ 1,500.00	PRs		\$1000 @ 1.5 mo & \$0
4	PM Vehicles	\$ 1,500.00	PRs		\$1000 @ 1.5 mo & \$0
5	Superintendent Fuel Expense	\$ 900.00	PRs		\$600 @ 1.5 mo & \$0
5	PM Fuel Expense	\$ 900.00	PRs		\$600 @ 1.5 mo & \$0
6	Jobsite Radios/Phones & Internet	\$ 225.00	PRs		\$150 @ 1.5 mo & \$0
7	Copy Machine & Maintenance	\$ -	NC		\$0 @ 1.5 mo & \$0
8	Computers, Usage, & Maintenance	\$ -	NC		No Charge
9	Reproduction & Plan Software	\$ 750.00	PRs		\$500 @ 1.5 mo & \$0
10	Field Office Telephone & Internet	\$ -	NC		\$0 @ 1.5 mo & \$0
11	Postage & Expressage	\$ -	NC		No Charge
12	Office Janitorial	\$ -	NC		\$0 @ 1.5 mo & \$0
13	Mobilization / Demobilization	\$ 1,500.00	PRs		\$1500 @ 1 ea & \$0
14	Punchlist/Misc	\$ 2,000.00	PRs		\$2600 @ 6 wks & \$0
15	Construction Photos, Drone, & Videos	\$ -	PRs		\$0 @ 1.5 mo & \$2500
16	Job Meetings & Ceremony Expenses	\$ -	NC		No Charge
17	Record Drawings / Closeout Manuals	\$ -	NC		No Charge
18	Material Handling	\$ -	PRs		\$0 @ 1 sf & \$0
19	Temporary Electric Service	\$ -	Owner		\$0 @ 0 sf & \$0
20	Temporary Water	\$ 1,500.00	PRs		\$1000 @ 1.5 mo & \$0
21	Temporary Gas	\$ -	Owner		\$0 @ 0 sf & \$0
22	Temporary Construction Services: Fencing	\$ -	PRs		\$0 @ 200 lf & \$200
23	Security	\$ -	NC		No Charge
24	Temporary Toilets	\$ -	PRs		\$0 @ 4 ea per mo & \$150
24	Water/Ice	\$ 300.00	PRs		\$200 @ 1 ea per mo & \$0
25	Temporary Tool /Storage Trailers	\$ -	PRs		\$350 @ 1 ea per mo & \$1000
26	Dumpsters	\$ 2,182.50	PRs		\$485 @ 3 ea per mo & \$0
27	Safety	\$ -	PRs		\$0.1 @ 1 sf & \$0
28	Weekly Cleanup	\$ 1,680.00	PRs		\$1120 @ 1.5 mo & \$0
29	Final Cleanup	\$ -	PRs		\$0.5 @ 0 sf & \$0
30	Meals & Lodging	\$ -	Cost of Work		
31	Utility Connection Permits	\$ -	Cost of Work		
32	Concrete Testing & Inspections	\$ -	Owner		
33	Operational Permits	\$ -	Cost of Work		
34	Testing Laboratory Services	\$ -	Owner		
35	Building Permit	\$ -	PRs		
36	Misc Site Repairs/Sod at Demobilization	\$ -	PRs		
37	Site Survey Control Points	\$ 2,000.00	PRs		\$5000 @ 1 ea & \$0
38	Dewatering	\$ 2,000.00	PRs		\$100 @ 10 days & \$0
39	Temporary Heat	\$ -	PRs		\$480 @ 30 days & \$0
40	Floor Protection	\$ -	PRs		\$0.09 @ 0 sf & \$0
Total Construction PRs		\$ 18,937.50			

EXHIBIT F
GMP AMENDMENT NO. 4 SUBSTANTIAL
COMPLETION

Substantial Completion date for Griffin Park Phase 6 – North Extension is October 11th of 2023.

**EXHIBIT G
GMP AMENDMENT NO. 4**

ACCEPTANCE PERIOD

1. Acceptance of GMP No. 4 is required on or before August 22nd, 2023.
2. Should the pricing and terms of the GMP Amendment No. 4 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 4 will be null and void and the work will be re-advertised and re-bid.

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2122-115: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$100,000 FOR A REVISED CONTRACT AMOUNT OF \$8,407,307.32 FOR THE NEW LINE MAINTENANCE BUILDING AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Rachel Croft, Capital Projects Engineer

PRESENTER: Rachel Croft, Capital Projects Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2122-115: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$100,000 FOR A REVISED CONTRACT AMOUNT OF \$8,407,307.32 FOR THE NEW LINE MAINTENANCE BUILDING AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

A new Line Maintenance Facility will allow the Water and Sewer Line Maintenance Divisions to more efficiently accomplish their mission. The facility will be located northwest of the Water Treatment Plant on the former Hall Park wastewater lagoon site, which was recently platted to accommodate the new Emergency Communication and Operations Center (ECOC). The existing facility is located on the North Base property adjacent to the Fleet offices and vehicle servicing areas. Vacation of the existing Line Maintenance space may help alleviate demands by Fleet and other City departments for additional space at the North Base property.

The Line Maintenance Division currently consists of 59 existing employees including 6 administrative staff, 25 water line maintenance employees, 18 sewer line maintenance, and 10 water meter employees. The project will consider expected growth of the division over the next 20 years. The existing main building (11,000 square feet) contains administrative offices, an employee breakroom and training area, as well as inadequate restroom and laundry facilities. Separate buildings are provided for storage and repair of (1) wastewater pumps, piping and repair parts (2,000 SF), (2) fire hydrants, water meters, piping and repair parts (1,200 SF) and (3) emergency generation equipment (400 SF).

Contract K-1920-109 was negotiated and approved by the Norman Utilities Authority (NUA) on January 28, 2020 with Barrett L. Williamson Architects in the amount of \$124,550. Amendment 1 to this contract in the amount of \$261,800 was approved by the NUA on September 28, 2021 which included proceeding to final design, bidding, construction, and record document services and to account for the increased size of the facility.

On January 18, 2022, the Norman Municipal Authority/City of Norman awarded Contract K-2122-88 with Crossland Construction Company, Inc. for the ECOC facility. On April 26, 2022, the

NUA/City of Norman awarded Contract K-2122-115 to Crossland Construction Company, Inc., in the amount of \$14,650 for preconstruction services for the Line Maintenance Facility. Crossland was selected for the Line Maintenance Facility due to their expertise and due to their work on the adjacent ECOC that will result in efficiencies between the projects.

Following bidding, staff approved Alternate 1 on October 7, 2022 to Contract K-2122-115 for a Guaranteed Maximum Price (GMP) of \$8,492,657.32 that incorporated the base bid plus Alternates 1, 2, and 9. The additional bays provide sufficient space for the facility now and into the future and this will be the most economical time for this work. Alternate 9 will be jointly funded by NUA and the ECOC project so it was bid as an alternate for transparency but is a needed item for completion of the project since it is the main drive to the Line Maintenance and ECOC facilities, and stormwater detention is required for any construction.

DISCUSSION:

Following approval of Amendment 1 to K-2122-115 in October 2022, construction on this project began and has been ongoing since. The entire project is slated to be complete in November 2023. Amendment 1 included contingency and allowances for the project which, based on the current stage of the contract, don't appear to be necessary for completion of the project.

Additionally, this contract did not include services for security cameras, access control, and low voltage. Staff obtained a proposal from TransTel to do the low voltage work for this project in the amount of \$81,646.43. There is \$1,933.75 and \$7,604.61 currently available in the project Construction accounts in the Water Fund (Account 31995521-46101; Project WA0329) and Wastewater Reclamation Fund (Account 32995521-46101; Project WW0329), respectively, which is not sufficient for funding this work. In order to fund the low voltage requirements, staff has proposed to decrease the Construction Manager at Risk (CMaR) contract with Crossland by \$100,000 (\$25,000 from Contingency and \$75,000 from Allowance) and pay Trans-Tel with the freed up funds. The following describes this in greater detail:

1. Decrease CMAR contract K-2122-115 by \$100,000
 - a. Original contract: \$8,507,307.32
 - b. Revised contract if approved: \$8,407,307.32
2. Water Fund Line Maintenance Facility Construction Account
 - a. Current Balance - \$1,933.75
 - b. Revised Balance if approved: \$51,933.75
3. Wastewater Reclamation fund Line Maintenance Facility Construction Account
 - a. Current Balance - \$7,604.61
 - b. Revised Balance if approved - \$57,604.61

RECOMMENDATION:

Staff recommends the NUA approve Amendment 2 decreasing Contract K-2122-115 with Crossland Construction Company, Inc., in the amount of \$100,000 for a revised contract amount of \$8,407,307.32 for the Line Maintenance Facility Construction Project

**AMENDMENT NO 2 TO CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN NORMAN UTILITIES AUTHORITY AND CROSSLAND CONSTRUCTION
COMPANY**

THIS AMENDMENT NO. 2 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this “Second Amendment”) is made as of August 8, 2023, between the Norman Utilities Authority, and Crossland Construction Company, Inc. an Kansas corporation (the “Construction Manager”).

RECITALS:

A. The Norman Utilities Authority and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2122-115), dated April 26, 2022, (the “Agreement”), for construction management services for the Norman Line Maintenance project including plan review, design assistance, bidding services, and value engineering in the amount of \$14,650.00.

B. The Norman Utilities Authority and the Construction Manager entered into Amendment No. 1 on October 11, 2022, to agree upon the guaranteed maximum price (“GMP”), which is the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager’s fee, in the amount of \$8,492,657.32.

C. The Norman Utilities Authority proposes to have the contingency amount reduced by \$100,000.00 based on the current stage of the project and due to other ancillary costs for the project outside of the GMP.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipts, and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, The Norman Utilities Authority and the Construction Manager hereby agree as follows:

1. Reduction of First GMP. The Construction Manager’s guaranteed maximum price for the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager’s fee, is hereby agreed to be decreased from \$8,492,657.32 to \$8,392,657.32. This decrease is the result of the reduction in contingency as outlined in Exhibit E of Amendment No. 1 which was \$216,504.06 upon agreement in the GMP.

2. Effect of Amendment. In all other respects, the Agreement and the First Amendment is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this Second Amendment, the Construction Manager affirmatively asserts that (i) The Norman Utilities Authority is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions

of this Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.


[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE ON FOLLOWING PAGE]

Contract No. K-2122-115
Amendment No. 2

IN WITNESS WHEREOF, the Parties have executed this Second Amendment in multiple copies on the respective dates herein below reflected to be effective on the date executed by the City of Norman.

CONSTRUCTION MANAGER (CROSSLAND CONSTRUCTION COMPANY, INC)

By: 
Name: AARON STEOPS
Title: VP-DEL
Date: 8.3.23

ATTEST:

By: Paulina Rodriguez
Subscribed and Sworn to me this 3 day of August, 2023.

Commission Number: 21009617

Expiration Date: 07/22/25



NORMAN UTILITIES AUTHORITY

Approved as to form and legality this 17 day of August, 2023.



Heather Poole – Authority Attorney

Approved by the Trustees of the Norman Utilities Authority on this _____ day of _____, 2023.

ATTEST:

By: _____

Larry Heikkila, Chairman

By: _____

Brenda Hall, Secretary



Owner Change Order

Norman Line Maintenance - 22OK28-MVA

22OK28-MVA

3001 East Robinson Street
Norman, OK 73071

Date: 7/25/2023
To: Blake Madden
Crossland Construction Company, Inc.
408 NE 145th Pl
Oklahoma City, OK 73013

Contract Date: 10/11/2022
Contract Number: 0001
Change Order Number: OCO - 001

The Contract is hereby revised by the following items:

OCO 001 - Low Voltage Scope

Item Number	Description	Amount
01	Owner Change Order - 001 - Low Voltage Scope	\$(100,000.00)

The original Contract Value was.....	\$8,492,657.00
Sum of changes by prior Owner Contract Change Orders	\$0.00
The Contract Value prior to this Owner Contract Change Order was.....	\$8,492,657.00
The Contract Value will be changed by this Owner Contract Change Order in the amount of....	\$(100,000.00)
The new Contract Value including this Owner Change Order will be.....	\$8,392,657.00
The Contract duration will be changed by.....	0 Days

Notes

Barrett L. Williamson Architects, Inc.
ARCHITECT

219 W. Boyd Street Suite 203
Norman, OK 73069
Address

By Barrett L. Williamson

Signature

Date 07-31-2023

Crossland Construction Company, Inc.
CONTRACTOR

408 NE 145th Pl
Oklahoma City, OK 73013
Address

By Aaron Stepp

Signature

Date 7/27/23.

City of Norman
OWNER

PO Box 370
Norman, OK 73070
Address

By Rachel Croft

Signature

Date 8/1/23

File Attachments for Item:

23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2223-58:
BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$3,206.70 FOR A REVISED CONTRACT AMOUNT OF \$248,338.30 FOR THE 24TH AVE. NW ADA AND SIDEWALKS IMPROVEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$12,416.92 AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: Steve Guizzo, Engineering Assistant

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2223-58: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$3,206.70 FOR A REVISED CONTRACT AMOUNT OF \$248,338.30 FOR THE 24TH AVE. NW ADA AND SIDEWALKS IMPROVEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$12,416.92 AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The 24th Ave NW ADA & Sidewalks Improvement Project consisted of removal and replacement of sidewalks and handicap ramps as needed along the east and west sides of 24th Ave. NW from Lindsey Street to Main Street.

The 24th Ave NW ADA & Sidewalks Improvement Project (K-2223-58) bids were opened on November 3, 2022 with Nash Construction Company submitting the winning bid of \$251,545. The contract was approved by City Council on December 13, 2022. Work began on March 20, 2023 and was completed on July 18, 2023.

DISCUSSION:

Sidewalk and handicap ramp projects are awarded to the lowest responsible bidder. Contractor bids are determined using plan quantities multiplied by the contractor's unit prices for all bid items of the contract.

Of the fifteen (15) bid items, fifteen (15) had a quantity change. Four (4) quantity changes resulted in an increased cost, while eleven (11) bid items resulted in a decreased cost for an overall contract decrease of \$3,206.70 or .01%. The contract amount decreased from \$251,545 to \$248,338.30. Major overrun items included concrete sidewalk removals, concrete sidewalk placement and 6" barrier curb. Major underrun items included installation of curb ramp transitions

and installation of concrete sidewalk ramps (see attached Change Order 1 for a list of decreased bid items).

Since Change Order No.1 resulted in a contract decrease, funds are still available for the final payment amount of \$12,416.92 in the original contract purchase order.

FISCAL IMPACT:

A summary table showing the change in the project cost is shown below:

Item	Cost	Amount Used	Remaining
Original Contract	\$251,545.00	\$248,338.30	\$3,206.70
Total	\$251,545.00	\$248,338.30	\$3,206.70

This project is being accounted for in ADA Sidewalk Compliance, Construction (Project TC0038, Account 50592206-46101). If this Change Order is approved, the remaining funds will be returned to the FYE 2024 Capital Fund balance.

Staff has found the work to be complete and acceptable with all punch list items addressed and is proposing the closing of this contract (K-2223-58) with Nash Construction Company.

RECOMMENDATION NO. 1:

Staff recommends that Change Order 1 decreasing contract K-2223-58 with Nash Construction Company by \$3,206.70 be approved.

RECOMMENDATION NO. 2:

Staff further recommends final acceptance of the 24th Ave. NW ADA & Sidewalks Improvements Project, Contract K-2223-58, and final payment to Nash Construction Company in the amount of \$12,416.92.

Reviewed by: Scott Sturtz, City Engineer
 Shawn O'Leary, Director of Public Works
 Clint Mercer, Chief Accountant
 Anthony Francisco, Director of Finance
 Jane Hudson, Inter. Dir. of Planning and Comm. Development
 Kathryn Walker, City Attorney
 Darrel Pyle, City Manager

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1DATE: July 24, 2023CONTRACT NO.: K-2223-58SUBMITTED BY: Steve GuizzoPROJECT: 24th AVE NW ADA AND SIDEWALKS IMPROVEMENTS PROJECTCONTRACTOR: Nash Construction CompanyAddress: 700 South IrvingCity, State, Zip: Oklahoma City, OK 73129Original Completion Date: July 20, 2023Previous Completion Date: July 20, 2023 ORIGINAL CONTRACT AMOUNT: \$251,545.00(Increase) this change order 0 Calendar daysNew Completion Date July 20, 2023 PRESENT CONTRACT AMOUNT: \$251,545.00

DESCRIPTION	DECREASE	INCREASE
See Attached "Change Order Detail"	\$3,206.70	\$0.00

This change order is for the reduction of the overall cost of the job.

NET CHANGE: \$3,206.70REVISED CONTRACT AMOUNT \$248,338.30CONTRACTOR: William K Nash DATE: 24 Jul 2023CITY ENGINEER: Tin Mabe DATE: 7-25-23CITY ATTORNEY: Christine Ludala DATE: 8-17-23ACCEPTED BY: _____ DATE: _____
(Mayor)

CHANGE ORDER DETAIL
CHANGE ORDER NO. 1
City of Norman
Cleveland Co., Oklahoma

Project Name: 24TH AVE. NW ADA AND SIDEWALKS IMPROVEMENTS PROJECT
Design Engineer/Manager: STEVE GUIZZO

Address/Phone: 225 N WEBSTER AVE.
NORMAN, OK 73070
405.366.5315

Project Account Number's: TC0038

Contract No. K-2223-58

- A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change Orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change Orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a re-advertising for bids on the incomplete portions of the contract.
- D. All change orders shall contain a unit price and total for each of the following items:
 - 1. All materials with cost per item; and
 - 2. Itemization of all labor with number of hours per operation and cost per hour; and
 - 3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type; and
 - 4. Itemization of insurance cost, bond cost, social security, taxes, worker's compensation, employee benefits and overhead cost; and
 - 5. Profit for the contractor.
- E. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
- F. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection D of this section.
- G. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

CHANGE ORDER (Continued)

CHANGE ORDER NO. 1

PROJECT NAME: 24th AVE. NW ADA AND SIDEWALKS IMPROVEMENT PROJECT

	Description		
	24TH AVE. NW ADA AND SIDEWALKS IMPROVEMENTS PROJECT		
	Acct. No. 50592206-46101 Project No.TC0038		
Item	Description	Increase	Decrease
8	Removal of Concrete Sidewalk		
	10 SY x \$12/SY=		\$120.00
12	Sawing Pavement		
	50 LF x \$4/LF=		\$200.00
13	4" Concrete Sidewalk		
	5 SY x \$65/SY=		\$325.00
20	Sidewalk Ramps		
	5 SY x \$120/SY=		\$600.00
20a	Detectable Warning Surface		
	10 SF x \$35/SF=		\$350.00
26a	Adjust meter boxes to grade		
	1 EA x \$300/EA=		\$300.00
27	1/2" Joint Dowel		
	100 EA x \$8/EA=		\$800.00
30	Removal of Curb and Gutter		
	11.02 LF x \$11.50/LF=		\$126.70
31	Curb and Gutter		
	11 LF x \$35/LF=		\$385.00
	TOTAL 24TH AVE. NW ADA AND SIDEWALKS IMPROVEMENTS PROJECT DECREASE		\$3,206.70

24th Avenue SW
ADA and Sidewalk
Improvement
Project



24th Avenue SW Main to Lindsey

City of Norman
Purchasing Division
P.O. Box 370
Norman, OK 73070

AFFIDAVIT

State of Oklahoma

PO No.

County of Oklahoma

Invoice No. Final Retainage

Amount \$ 12,416.92

In accordance with the Constitution of the State of Oklahoma Title 62, Section 310.9, this form must be completed and Submitted before any invoice over \$12,500.00 can be processed for payment.

The undersigned CONTRACTOR, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affidavit further states that the work as shown by this invoice have been completed in accordance with the plans, specifications furnished the Affidavit. Affidavit further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, or money or any other thing of value to obtain payment of the invoice or procure award of this Contract order pursuant to which an invoice is submitted.

Nash Construction Company

Company Name

William S. Nash
By: Architect, Contractor, Supplier,

Engineer or Supervisory Official

Subscribed and sworn to before me this 13th day of July, 2023.



Ashley S. Nash

Notary Public

(or officer having power to administer oaths)

My Commission Expires:

11/05/2024

BID: 2223-25**Contract #:K-2223-58****Project Title: 24TH Ave SW ADA & Sidewalk Improvement Project****APPLICATION AND CERTIFICATE FOR PAYMENT**

LOCATION: NORMAN OK

ENGINEER:

TO: CITY OF NORMAN

CONTRACTOR: Nash Construction Company

APPLICATION DATE: July 13, 2023 APPLICATION NO. Final R₀₁

PERIOD FROM: 07/13/2023

TO: 07/13/2023

CHANGE ORDER SUMMARYChange Orders approved
in previous months by Owner

ADDITIONS \$ DEDUCTIONS \$

TOTAL

Subsequent Change Orders

Number Approved Date

Application is made for Payment, as shown below, in connection with the
Contract. The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM \$ 251,545.00

Net change by Change Orders \$

CONTRACT SUM TO DATE \$ 251,545.00

TOTAL COMPLETED & STORED TO DATE \$ 248,338.30

RETAINAGE % \$

TOTAL EARNED LESS RETAINAGE \$ 235,921.38

LESS PREVIOUS CERTIFICATES FOR \$ 235,921.38

PAYMENT \$ 12,416.92

TOTALS

Net change by Change Orders \$

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by them for work for which previous Certificates for Payment were issued and payments received from the City, and that the current payment shown herein is now due.

CONTRACTOR:

By: William B. NashDate: 7/13/23

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Inspector certifies to the City that to the best of the Inspector's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$

INSPECTOR:

BY: _____

ENGINEER/OWNER

BY: _____

To: CITY OF NORMAN ENGINEERING DIVISION
Re: BID 2223-25 24TH AVE SW ADA & SIDEWALK IMPROVEMENT PROJECT

PAY ESTIMATE: _____ Final Retainage
DATE: 13-Jul-23

APPLICATION AND CERTIFICATE FOR PAYMENT

Work Completed Through: 13-Jul-23

Item	Description	Unit	Estimated Quantity	Unit Price	Estimated Contract Value	Quantity This Estimate	Previous Estimated Quantity	Quantity to Date	Percent Complete	Value of Work this Estimate	Value of Work to Date
1	UNCLASSIFIED EXCAVATION COMMON	CY	750.0	\$ 15.00	11,250.00	0.00	0.00	0.00	0.00%	0.00	0.00
7	REMOVAL OF CONCRETE SIDEWALK AND RAMPS (4" TO 6")	SY	1,660.0	\$ 11.00	18,260.00	0.00	2,664.43	2,664.43	160.51%	0.00	29,308.73
9	REMOVAL OF CON PVMT W/ OR W/O REINFORCING STEEL (4" TO 8" THICK DRIVEWAY	SY	555.0	\$ 11.00	6,105.00	0.00	480.69	480.69	86.61%	0.00	5,287.59
10	REMOVAL OF CON PVMT W/ OR W/O REINFORCING STEEL (9" TO 12" THICK)	SY	100.0	\$ 9.00	900.00	0.00	0.00	0.00	0.00%	0.00	0.00
11	INSTALL 4" THICK CONCRETE SIDEWALK	SY	632.0	\$ 45.00	28,440.00	0.00	2,505.15	2,505.15	396.38%	0.00	112,731.75
12	INSTALL 6" THICK CONCRETE DRIVEWAY APPROACH (HES 3000psi)	SY	390.0	\$ 63.00	24,570.00	0.00	480.69	480.69	123.25%	0.00	30,283.47
13	INSTALL 9" THICK CONCRETE PAVEMENT W/ OR W/O REINFORCING STEEL	SY	100.0	\$ 75.00	7,500.00	0.00	0.00	0.00	0.00%	0.00	0.00
14	INSTALL 6" THICK CONCRETE SIDEWALK RAMPS W/6" CURBING	SY	1,295.0	\$ 62.00	80,290.00	0.00	531.23	531.23	41.02%	0.00	32,936.26
15	INSTALL DETECTABLE WARNING SURFACE	SF	230.0	\$ 27.00	6,210.00	0.00	360.00	360.00	156.52%	0.00	9,720.00
16	INSTALL CONCRETE CURB (6" BARRIER-INTEGRAL)	LF	100.0	\$ 10.00	1,000.00	0.00	1,027.00	1,027.00	1027.00%	0.00	10,270.00
17	INSTALL CONCRETE CURB (8" BARRIER-INTEGRAL)	LF	100.0	\$ 10.00	1,000.00	0.00	82.00	82.00	82.00%	0.00	820.00
18	INSTALL 1/2" JOINT DOWELS	EA	500.0	\$ 12.00	6,000.00	0.00	713.00	713.00	142.60%	0.00	8,556.00
19	REMOVE CURB AND GUTTER	LF	300.0	\$ 8.00	2,400.00	0.00	290.50	290.50	96.83%	0.00	2,324.00
20	INSTALL CURB AND GUTTER	LS	300.0	\$ 21.00	6,300.00	0.00	290.50	290.50	96.83%	0.00	6,100.50
21	INSTALL CURB RAMP TRANSITIONS	EA	40.0	\$ 1,283.00	51,320.00	0.00	0.00	0.00	0.00%	0.00	0.00
\$ Total Base Bid					251,545.00	Percent Complete		483.90%			
Original Contract Amount \$			251,545.00	Previous Amount		Payment Amount					
New Contract Amount \$				\$ -		\$					
Contract Amendments \$				\$ -		\$					
Current Contract Amount \$			251,545.00	\$ -		\$					
				\$ -		\$					

File Attachments for Item:

24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. 2 TO CONTRACT K-2223-77:
BY AND BETWEEN THE CITY OF NORMAN AND ARROYO'S CONCRETE, LLC,
DECREASING THE CONTRACT AMOUNT BY \$12,790.17 FOR A REVISED AMOUNT
OF \$508,003.84 AND THE FINAL ACCEPTANCE AND FINAL PAYMENT FOR THE
STREET MAINTENANCE ALLEY PROGRAM-CONCRETE PAVEMENT PROJECT AS
OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

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. 2 TO CONTRACT K-2223-77: BY AND BETWEEN THE CITY OF NORMAN AND ARROYO'S CONCRETE, LLC, DECREASING THE CONTRACT AMOUNT BY \$12,790.17 FOR A REVISED AMOUNT OF \$508,003.84 AND THE FINAL ACCEPTANCE AND FINAL PAYMENT FOR THE STREET MAINTENANCE ALLEY PROGRAM-CONCRETE PAVEMENT PROJECT AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The City of Norman funds a portion of its annual repair and maintenance plan through the City's Capital Improvement Program Budget. There are five categories that are funded annually for CIP street maintenance activities including Asphalt Maintenance, Concrete Maintenance, Crack Sealing, Valley Gutter Maintenance and Alley Maintenance.

The City of Norman has an inventory of 171 alleys totaling nearly 14 miles in length which require regular maintenance activities. Staff recently conducted an inventory verification and condition rating of these alleys in order to determine priorities necessary to address this large volume of secondary routes. The conditions this survey took into account where existing surface type and condition, commercial or residential corridor, whether the route included sanitation services, property access and assumed traffic volumes.

With this information, Public Works staff began planning maintenance activities which include general surface grading, minor patching or repair on concrete and asphalt surfaces and full depth repair of existing pavement.

City Council awarded K-2223-77 to Arroyo's Concrete LLC on February 28, 2023 in the amount of 499,172.70. This project included extensive panel replacement of existing concrete alleys in four urban alleys with high traffic access. A change order was administratively approved on June 9, 2023 which added concrete panel replacement in the Campus Corner area in preparation for installation of traffic bollards, increasing the total contract to \$520,794.01.

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 fifteen (15) bid items, thirteen (13) items had a quantity change. Four (4) quantity changes resulted in increased cost, while nine (9) quantity changes resulted in decreased cost for an overall contract decrease of \$12,790.17 or 2.46%. The contract decreased from \$520,794.01 to \$508,003.84. Please see the attached Change Order 2 for a complete list of bid item cost increases and decreases.

The final payment amount owed to Arroyo's Concrete, LLC is \$25,400.19, which includes the full 5% retainage.

The project was funded as follows:

Project	Number and Construction Account	Amount
Alley Repair FYE 2022	SC0725 ACCT#50593369-46101	\$377,640.71
Alley Repair FYE 2021	SC0700 ACCT#50593369-46101	\$6,640.09
Alley repair FYE 2018	SC0622 ACCT#50593369-46101	\$6,365.45
Valley Gutter FYE 2019	SC0654 ACCT#50590051-46101	\$23,991.16
Valley Gutter FYE 2021	SC0698 ACCT#50590051-46101	\$75,000.00
Festival Street Bollards Pilot	TC0284 ACCT#50596688-46101	\$18,366.43
Total:		\$508,003.84

RECOMMENDATION 1:

Staff recommends that Change Order 2, decreasing Contract K-2223-77 for the Street Maintenance Alley Program-Concrete Pavement project with Arroyo's Concrete, LLC by \$12,790.17 from \$520,794.01 to \$508,003.84 be approved.

RECOMMENDATION 2:

Staff further recommends final acceptance of the Street Maintenance Alley Program-Concrete Pavement project, Contract K-2223-77, and final payment to Arroyo's Concrete, LLC be approved in the amount of \$25,400.19.

Reviewed by: Joseph Hill, Streets Program Manager
 Scott Sturtz, City Engineer
 Shawn O'Leary, Director of Public Works

Clint Mercer, Chief Accountant
Anthony Francisco, Director of Finance
Kathryn Walker, City Attorney
Darrel Pyle, City Manager

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

Item 24.

CHANGE ORDER NO. 2

DATE: August 2, 2023

CONTRACT NO.: K-2223-77

SUBMITTED BY: Joseph Hill

PROJECT: Street Maintenance Alley Program Concrete Pavement Project

CONTRACTOR: Arroyo's Concrete, LLC
1233 SW 41st St.
Oklahoma City, Oklahoma 73109

Original Contract Time: 210 days

Original Contract Amount: \$520,794.01

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$0	\$(12,790.17)
Change in Contract Time	0 Days	0 Days

NET CHANGE \$(12,790.17)

REVISED CONTRACT TIME: 210 days

REVISED CONTRACT AMOUNT: \$508,003.84

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	LS	1.3	1.80	0.50	\$4,893.85
2	Traffic Control (1,2,3)	LS	1.3	1.3	0	\$0.00
3	Undercut (4)	CY	600	42.74	-557.26	(\$5,572.60)
4	Saw Cut Pavement Full Depth	LF	4,410.00	2790.87	-1619.13	(\$6,476.52)
5	Remove Curb & Gutter (6)	LF	200	196.33	-3.67	(\$36.70)
6	Remove existing pavement (6, 7, 8)	SY	5,245.00	5158.1	-86.9	(\$869.00)
7	Type A ODOT Aggregate base	TON	500	397.23	-102.77	(\$5,138.50)
8	3000 PSI high-early strength concrete 8"	SY	5,245.00	5158.1	-86.9	(\$6,083.00)
9	Remove Sidewalk (6)	SY	35	18.23	-16.77	(\$167.70)
10	3000 PSI Concrete sidewalk ramps (12)	SY	35	0	-35	(\$3,325.00)
11	Adjust Manhole Ring to Grade	EA	11	23	12	\$6,000.00
12	Adjust water valve	EA	5	21	16	\$4,000.00
13	6" Integral curb	LF	100	218.5	118.5	\$1,185.00
14	Replace Inlet Grate (13)	EA	4	1	-3	(\$1,200.00)
15	Construction Staking (14)	LS	1	1	0	\$0.00
	TOTAL COST CHANGE					(\$12,790.17)

CONTRACTOR: Vino Amigo

ENGINEER: [Signature]

CITY ATTORNEY: Elizabeth Shuck

ACCEPTED BY: _____
(Mayor)

DATE: 8-2-2023

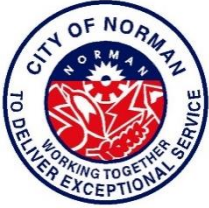
DATE: 8-7-23

DATE: 8-17-23

DATE: _____

File Attachments for Item:

25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2324-8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, LLC, IN THE AMOUNT OF \$179,221.26 FOR A REVISED AMOUNT OF \$507,752.84 FOR THE ASPHALT PREVENTIVE MAINTENANCE, FYE 2024 LOCATIONS PROJECT AND AUTHORIZE APPROPRIATION OF \$179,221.26 FROM THE CAPITAL FUND, STREET MAINTENANCE BOND FUND BALANCE AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2324-8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, LLC, IN THE AMOUNT OF \$179,221.26 FOR A REVISED AMOUNT OF \$507,752.84 FOR THE ASPHALT PREVENTIVE MAINTENANCE, FYE 2024 LOCATIONS PROJECT AND AUTHORIZE APPROPRIATION OF \$179,221.26 FROM THE CAPITAL FUND, STREET MAINTENANCE BOND FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

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.

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 ultraviolet degradation. All of the locations have recently been crack filled in preparation for the slurry seal process. City Council awarded contract K-2324-8 to Innovative Roadway Solutions at the July 25, 2023 meeting in the amount of \$328,531.58. The current project covers four miles of urban asphalt roadway in Norman.

DISCUSSION:

In addition to the described program, the City of Norman also employs an annual crack seal program as one of the most commonly practiced preventive maintenance methods for pavement preservation. Throughout this last season of the crack seal program, staff subsequently identified additional streets within our inventory that will benefit from additional preventive maintenance treatment and allow for further preservation of the city's road inventory. These streets are shown

in the attached maps and constitute an additional 2.3 miles of roadway for this year's preventive maintenance program. Savings from completed projects are available in the Street Maintenance Bond Fund Balance to fund this additional work.

If approved, the additional streets will be funded as follows:

FYE 2024 Change Order #1 Locations:

Project	Project Number and Account	Amount
Carrington Lane	BP0605 50593399	\$46,990.51
Cannon Drive	BP0606 50593399	\$27,729.54
Eagle Cliff Drive	BP0607 50593399	\$93,441.65
Mountain Brook Drive	BP0608 50593399	\$11,059.26
Total:		\$179,221.26

If approved, construction of the Street Maintenance Bond Program –Asphalt Preventive Maintenance – Change Order 1 Locations will begin in the fall of 2023. The work would be completed in approximately two weeks.

RECOMMENDATION 1:

Staff recommends authorization of the appropriation of \$179,221.26 from the Capital Fund, Street Maintenance Bond Fund Balance (Account 50-29000) to the projects listed above.

RECOMMENDATION 2:

Staff recommends the approval of Change Order 1 to Contract K-2324-8 with Innovative Roadway Solutions, LLC in the amount of \$179,221.26 for a revised contract amount of \$507,752.84 for construction of the Street Maintenance Bond Program –Asphalt Preventive Maintenance - FYE 2024 Locations Project.

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1DATE: August 2, 2023CONTRACT NO.: K-2324-8SUBMITTED BY: Joseph HillPROJECT: Street Maintenance Bond Program – Asphalt Preventive Maintenance, FYE 2024 LocationsCONTRACTOR: Innovative Roadway Solutions, LLC493 Dr. M. Roper Pkwy N.Bullard, TX 75757Original Contract Time: 100 daysOriginal Contract Amount: \$328,531.58

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$179,221.26	\$(0.00)
Change in Contract Time	0 Days	0 Days

NET CHANGE \$179,221.26REVISED CONTRACT TIME: 210 daysREVISED CONTRACT AMOUNT: \$507,752.84

See Detailed Quantity Change on Page 2 of 2:

Detailed Quantity Change:

ITEM	DESCRIPTION	UNIT	CONTRACT QUANTITY	CHANGE ORDER 1 QUANTITY	QUANTITY CHANGE	COST CHANGE
1	Mobilization	LS	1	1.55	0.55	\$16,500.00
2	Traffic Control	LS	1	1.55	0.55	\$13,750.00
3	Surface Preservation Treatment	SY	65,282	100,836	35,554	\$148,221.26
	TOTAL COST CHANGE					\$179,221.26

CONTRACTOR: Kevin KingDATE: 08/21/2023ENGINEER: Jeff PadillaDATE: 8-21-23CITY ATTORNEY: Chisaleth ChubolaDATE: 8-21-23

ACCEPTED BY: _____

DATE: _____

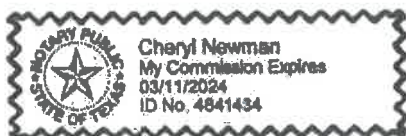
(Mayor)

State of Texas

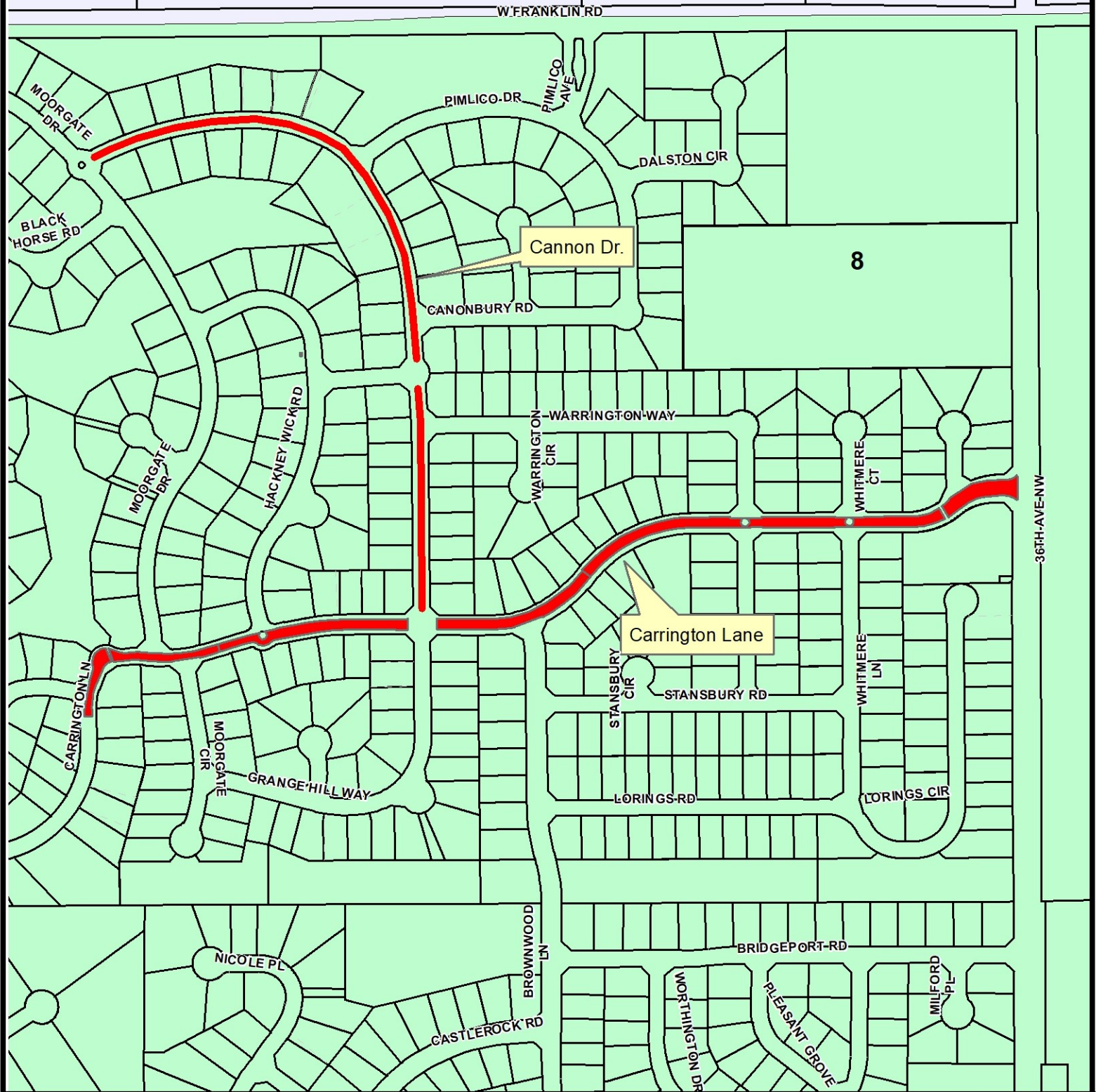
County of Smith

Before me, on this day personally appeared Kevin King with Innovative Roadway Solution known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of August, 2023

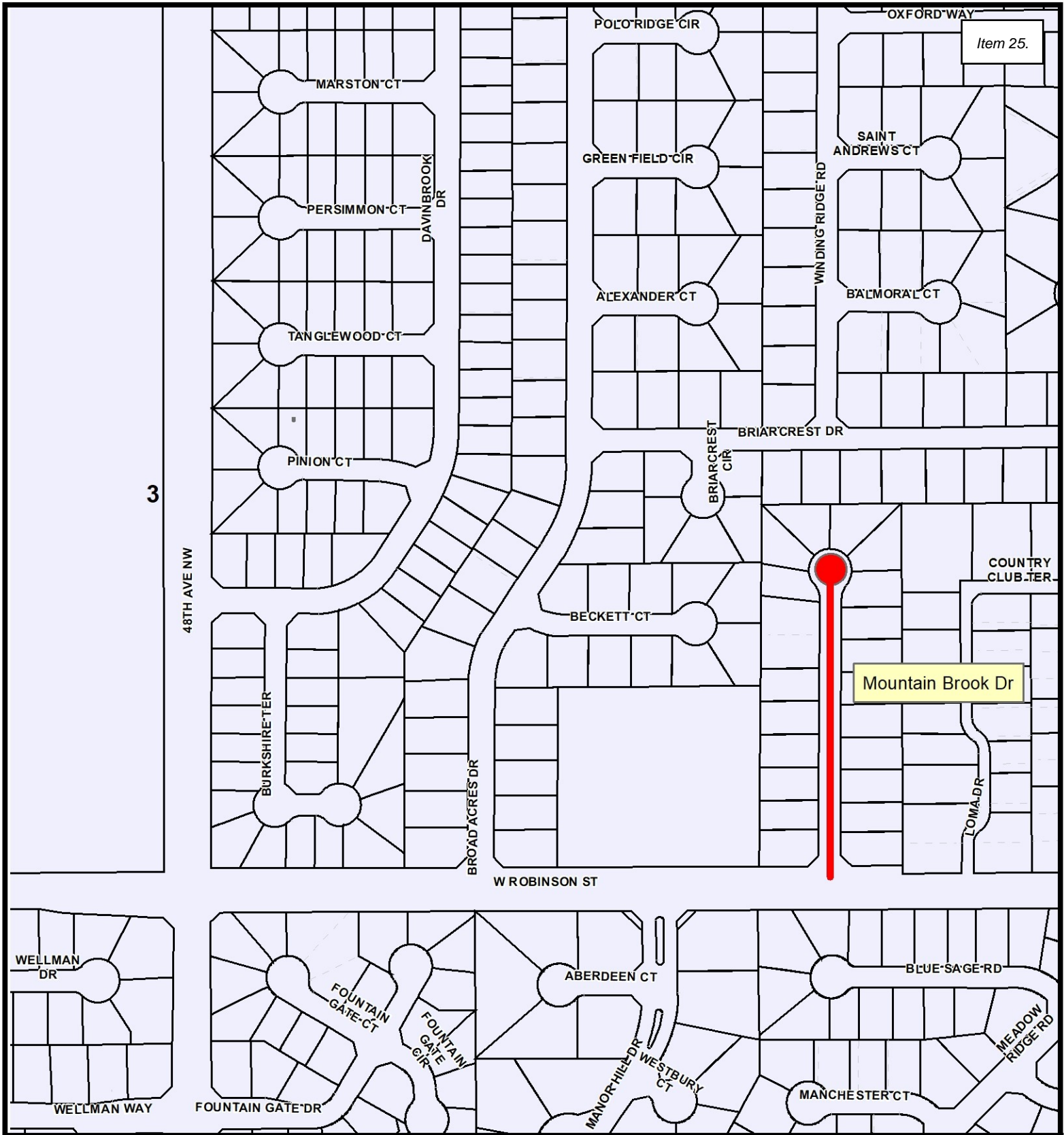

Cheryl Newman

Notary Public's Signature



Asphalt Preventive Maintenance FYE 2024 Locations





Asphalt Preventive Maintenance FYE 2024 Locations



File Attachments for Item:

26. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-48: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ANAGO CLEANING SYSTEMS TO PROVIDE CUSTODIAL SERVICES FOR THE CITY'S FLEET MAINTENANCE FACILITIES AND THE NORMAN TRANSIT CENTER FOR THE TOTAL MONTHLY FEE OF \$1,736.52.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: Mike White, Fleet Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-48: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ANAGO CLEANING SYSTEMS TO PROVIDE CUSTODIAL SERVICES FOR THE CITY'S FLEET MAINTENANCE FACILITIES AND THE NORMAN TRANSIT CENTER FOR THE TOTAL MONTHLY FEE OF \$1,736.52.

BACKGROUND:

On July 24, 2021, City Council approved contract K-2122-32 with TRT Enterprises L.L.C. This contract consisted of janitorial services for the City's Fleet Facilities located at 1301 Da Vinci Street and the Transit/Public Safety Facility at 1310 Da Vinci Street. Terms of the contract for both facilities are set to end on August 24, 2023. The total monthly fee for this service is \$4,395.00. With the addition of the Norman Transit Center located at 320 E. Comanche to be opened later this summer and our current janitorial contract up for renewal, staff felt this was a good opportunity to rebid this service to include all three facilities.

DISCUSSION:

The City sought proposals through Request for Proposal RFP-2223-58. A mandatory in-person facilities walk-through was held on June 20, 2023, with four cleaning services attending. AHI of Dallas, Capital Cleaners of OKC, Anago Cleaning Systems of OKC, and Alliance Maintenance of Norman. On July 5, 2023. One proposal was received by Anago Cleaning Systems. This proposal was reviewed and evaluated by Mike White; Fleet Program Manager, Brian Churchwell; Fleet Equipment Support Supervisor, Jeff Parker; Fleet Transit Repair Supervisor and Taylor Johnson, Transit and Parking Program Manager, based on price, quality, and experience providing similar services. Anago Cleaning Systems was the only bid and proposed the lowest cost for services to clean all three (3) facilities. Anago provided ten references in their proposal. Fleet staff found all ten (10) to be satisfied with the services provided under their various agreements with Anago Cleaning Systems. If approved, services provided by Anago is expected to save the City up to \$2,658.00 monthly.

Fleet Facility Cleaning Services - \$475.10

The proposal submitted by Anaog Cleaning Systems also includes a flat fee of \$475.10 for 1301 Da Vinci St. per month for the following services for the Fleet Facility hallways, office, conference room, restroom, and breakroom/locker room areas:

- **Daily** (5 times/week) – vacuum and/or sweep flooring, empty all trash cans, clean receptacles, reline trash cans with fresh liners, remove any loose items from the floor, remove debris from flooring and seating as needed, sweep and mop the floors, clean and disinfect the restrooms, and replace all paper towels, toiletries, and soaps as needed, and complete post-cleaning inspection form provided by the City.
- **Weekly** (on Thursdays) –mop hard floors; clean all facility windows to a streak-free finish. Administer a hospital/industrial-grade disinfectant to the interior of the facility.
- **Monthly** (Last Thursday of the month) -Polish hard flooring with a buffing machine with appropriate chemicals. Remove any expired items in the breakroom refrigerators.

Transit/Public Safety Facility Cleaning Services - \$880.43

The proposal submitted by Anago Cleaning Systems also includes a flat fee of \$880.43 for 1310 Da Vinci St. per month to provide the following services for the new EVT/Transit Maintenance Facility hallways, office, conference room, restroom and breakroom/locker room areas:

- **Daily** (6 times/week)– vacuum and/or sweep flooring, empty all trash cans, clean receptacles, reline trash cans with fresh liners, remove any loose items from the floor, remove debris from flooring and seating as needed, sweep and mop floor, clean and disinfect the restrooms, and replace all paper towels, toiletries, and soaps as needed.
- **Weekly** (on Thursdays) –mop hard floors; clean all facility windows to a streak-free finish. Administer a hospital/industrial-grade disinfectant to the interior of the facility.
- **Monthly** (Last Thursday of the month) -Polish hard flooring with a buffing machine with appropriate chemicals. Remove any expired items in the breakroom refrigerators.

Transit Center - \$380.99

The proposal submitted by Anago Cleaning Systems also includes a flat fee of \$380.99 for 320 E. Comanche St. per month to provide the following services for the new Transit Center hallways, office, waiting room, restrooms, and breakroom areas:

- **Daily** (6 times/week)– vacuum and/or sweep flooring, empty all trash cans, clean receptacles, reline trash cans with fresh liners, remove any loose items from the floor, remove gum or like debris from flooring and seating as needed, sweep and mop floor, clean and disinfect the restrooms, and replace all paper towels, toiletries, and soaps as needed. Clean public restroom twice daily, Monday through Saturday.
- **Weekly** (on Thursdays) –mop hard floors; clean all facility windows to a streak-free finish. Administer a hospital/industrial-grade disinfectant to the interior of the facility.
- **Monthly** (Last Thursday of the month) -Polish hard flooring with a buffing machine with appropriate chemicals. Remove any expired items from the breakroom's refrigerator.

The vendor's monthly fee includes all cleaning supplies not supplied by the City, such as equipment, cleaners, disinfectants, and trash liners. The vendor will provide a weekly supply list of consumables that the Fleet Division will purchase to save on the markup cost of sanitation supplies. The FYE 2024 Budget includes funding for these services and is budgeted in Fleet Transit Maintenance & Repair Contract Other (Account 27550276-44227), Fleet Business Services-Other Business (Account 10550170-44199), Transit Administration Maintenance & Repair Contract Building (Account 27550277-44227), and Fleet Heavy Equipment Business Services-Janitorial (Account 15550172-44199).

The agreement's effective date will be August 25, 2023, and extend through August 23, 2024, subject to the annual appropriation of sufficient funding by City Council. The agreement is auto-renewable subject to a yearly allocation of adequate funding and includes a sixty (60) day written notice for termination provision.

RECOMMENDATION:

Staff recommends that Contract K-2324-48 with Anago Cleaning Systems be approved.

Contract K-2324-48

AGREEMENT FOR PROFESSIONAL CUSTODIAL SERVICES FOR CITY OF NORMAN PUBLIC TRANSPORTATION FLEET AND FLEET FACILITIES

THIS AGREEMENT is entered into between the *City of Norman (City)* and *Anago Cleaning Systems (Anago)* for the following reasons:

1. The *City* requires custodial services for the City of Norman Public Transportation Fleet;
and

2. *Anago* is prepared to provide such custodial services as outlined herein.

WHEREFORE, in consideration of the promises contained in this Agreement, *City* and *Anago* agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be determined due to construction.

ARTICLE 2 - GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of Oklahoma, without giving force and effect to its choice of law provisions, and the United States of America. Any legal action in connection with this Agreement shall be filed in the District Court of Cleveland County, State of Oklahoma, or the United States District Court for the Western District of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

Strategic, as a separate and independent contractor, shall provide cleaning services to the City's public transportation fleet six (6) times weekly as follows:

SECTION I

North Base Facilities 1301 & 1310 Da Vinci Street

DAILY:

- Sweep/vacuum and mop flooring in offices, conference rooms, stairs, hallways and other common areas.

Contract K-2324-48

- Dust window ledges, tables, work stations, phones, etc. while making every attempt not to disturb the items contained on and around any work station.
- Remove any half or more full trash can liners and deliver to appropriate large refuse receptacle. Reline trash can liner, supplied by the winning contract cleaning company.
- Ensure walkways and common areas are free of trash and/or debris. To include any trip or health hazard.
- Wipe down with an appropriate disinfectant cleaner the restrooms sinks, counters, breakroom tables, toilet and toilet area, shower stall and the door handle areas and other associated areas
- Mop with disinfectant cleaner the flooring in the restrooms, breakrooms and lounges.
- Replace toilet paper rolls, paper hand towels, soap and other consumables. In the breakrooms, sink areas and restrooms as needed.
- Fill out the provided daily facility cleaning check sheet and deliver to the Fleet Support Supervisors office mailbox. One sheet will need to be filled out for each facility cleaned. (Attachment A).
- Use provided floor machine and appropriate chemical to clean shop areas walkways.

WEEKLY:

- Clean all accessible windows to a streak free finish. Clean and disinfect counter tops, eating surfaces and microwaves.
- Inspect supply storage closet for needed inventory items. Fill out inventory request form and deliver to Fleet Support Supervisor's office mailbox. A separate form will be required for each facility. (Attachment B).
- Administer an industrial/hospital grade disinfecting agent to interior of building via fogging unit or other aerosol method. This agent should leave no residue on surfaces or an overly dissatisfying aroma that lingers for more than a reasonable amount of time after being administered. This will include all interior door handles and common touched surfaces, etc.

MONTHLY:

- Polish by means of a floor buffing machine and appropriate chemical, all hard flooring surfaces in the "office area" of the Fleet facilities. (or as often as agreed upon in writing).
- Remove any expired item in the breakroom refrigerator.

Contract K-2324-48

Transit Center 320 E. Comanche

DAILY:

- Sweep/vacuum and mop flooring
- Dust Window ledges, tables, phones, etc..
- Remove any partially full trash can liners and haul to appropriate large refuse receptacle located at the Transit/Public Safety Maintenance Facility. Reline trash can liner, supplied by the winning contract cleaning company.
- Ensure walkways and common areas are free of trash and/or debris. To include any trip or health hazard.
- Wipe down with an appropriate disinfectant cleaner the restrooms sinks, counters, breakroom tables, toilet and toilet area, shower stall and the door handle areas and other associated areas to a satisfying finish.
- Mop with disinfectant cleaner the flooring in the restrooms.
- Replace toilet paper rolls, paper hand towels, soap and other consumables. In the breakrooms, sink areas and restrooms as needed.
- Fill out the provided daily facility cleaning check sheet and deliver to the Equipment Support Supervisors office mailbox. One sheet will need to be filled out for each facility cleaned. (Attachment A).

OPTION:

- Cleaning the restrooms at the Transit Center twice daily. Once in the morning hours and again in the afternoon. Times may vary depending on time of year and customer requirements. These times are to be determined and approved by Fleet Division Staff. (Price assuming a twice daily cleaning Monday – Saturday for a month).

WEEKLY:

- Clean all windows to a streak free finish. Clean and disinfect counter tops, work surfaces and microwaves.
- Fill out inventory request sheet and deliver to Equipment Support Supervisors office mailbox. A separate form will be required for each facility. (Thursday's) (Attachment B).

Contract K-2324-48

- Administer an industrial/hospital grade disinfecting agent to interior of building via fogging unit or other aerosol method. This agent should leave no residue on surfaces or an overly dissatisfying aroma that lingers for a reasonable amount of time after being administered. This will include all interior door handles and commonly touched surfaces, etc.

NOTE:

1) Transit Station located at 320 E. Comanche is currently under renovation and will not be completed until later this year. Janitorial services will not be needed at this facility until it becomes occupied and should be bid accordingly.

2) The Transit Center at 320 E. Comanche has a restroom that is open to the public. In an effort to keep this clean and sanitary, the City has asked for an option to have the restrooms there cleaned twice daily. It will be the responsibility of City staff to accept this option or not, depending on annual budget allocation and/or facility requirements. The times of day, and days of the week this will occur will be determined by Fleet staff and shall be submitted to the Proposer in writing.

3) Winning contractor shall supply all needed cleaning chemicals outside of the product Fleet currently provides, trash can liners, towels, vacuums & attachments, as well as any other tool and/or consumables needed to complete the above requests to the standards agreed upon with Fleet Division staff.

4) The CON will supply the winning contractor with reasonable storage space for onsite tooling and chemical storage.

5) Contractor will *not* be required to clean the "shop area", only the walkways around it to include emptying the shop trash receptacles *as needed* and relining the bins with heavy duty trash liners.

6) All aspects may not be included in this RFP. It is understood, that reasonable services may be deleted or added as long as they are mutually agreed upon in writing.

7) See Attachment A below for the Federal Transit Administration (FTA) requirements as it pertains to the Transit portion of this bid packet.

8) If the City becomes dissatisfied with the service provided by the winning contractor, the City will issue a 60 day letter of termination of service notification. The winning contractor will then have 60 days to remove all property, return keys, key fobs and/or any other CON owned property to the Fleet Support Supervisor and vacate the premises.

9) The winning contractor shall use staff only employed directly through its business and not use subcontractors, third party partners or outside vendors unless approved in writing by the Fleet Division.

Contract K-2324-48

10) The winning contractor will supply an organizational chart of employees providing service to the City of Norman by location with bid packet. This chart will list full names, phone number, area or area's employee is assigned to under this proposal, rank in company and years of service with the company.

11) Winning Bidder shall have staff onsite not later than 3:30p.m. M-F and 7:00 p.m. Saturdays.

12) All janitorial staff shall have photo ID badge displayed and wear a company labeled uniform shirt at all times when onsite.

13) All persons employed by Proposer shall be treated equally by Proposer without regard to or because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the sex, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and City.

14) All employees of Proposer will be required to pass a background check and drug screening equal to that provided to City of Norman employees.

Order of Precedence: This proposal and corresponding agreement shall take precedence over any other preceding agreement, contract or change unless specified in writing and agreed upon by the Fleet Program Manager or their designee.

ARTICLE 4 – FORCE MAJEURE

Anago will not be held in default of this Agreement if services are prevented from being performed hereunder by conditions beyond its control, such as, but not limited to, acts of God, strikes, war, terrorism, or other emergencies making performance impossible or illegal.

ARTICLE 5 – COMPENSATION

Anago shall provide all cleaning supplies and chemicals, including all equipment, cleaners, and disinfectant, and trash liners at its sole expense. *City* shall furnish all paper towels, toilet issue, and hand soap at its sole expense

In consideration for these services provided, *City* shall pay to *Anago* the sum of:

1301 Da Vinci Street, Fleet Facility Cleaning Services:

- Four Hundred Seventy Five Dollars and Ten Cents - \$475.10

1310 Da Vinci Street, Transit/Public Safety Facility Cleaning Services:

- Eight Hundred Eighty Dollars and Forty Three Cents - \$880.43

320 E. Comanche St., Transit Center:

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- Three Hundred Eighty Dollars and Ninety Nine Cents - \$380.99

City shall pay this invoice within thirty (30) days after receipt.

ARTICLE 6 – INDEMNIFICATION AND LIABILITY

Indemnification. *Anago* agrees to defend, indemnify, and hold harmless the *City*, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of *Anago* in the performance of services under this Agreement. The *City* agrees to defend, indemnify, and hold harmless *Anago*, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the *City* in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. *Anago* and the *City* each agree to promptly serve notice on the other party of any claims arising hereunder and shall cooperate in the defense of such claims. The acceptance by the *City* or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by *Anago* shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the *City* of any action, right, or remedy otherwise available to the *City* at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services or any termination of this Agreement.

ARTICLE 7 – INSURANCE

During the performance of the Services under this Agreement, *Anago* shall maintain Workers' Compensation insurance in accordance with State of Oklahoma Laws and Employer's Liability Insurance in the following amounts:

- (a) Property Damage Liability – Limits shall be carried in the amount of not less than Twenty-Five Thousand Dollars (\$25,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.
- (b) All Other Liability – In an amount not less than One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.
- (c) Single Occurrence or Accident Liability – In an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident.

The insurance policies shall be issued by a company approved by the City of Norman. The *City* shall be furnished with a Certificate of Insurance which shall provide that such

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insurance shall not be changed or canceled without ten (10) days prior written notice to the City of Norman. Certificates of Insurance shall be delivered to the City of Norman prior to the commencement of the agreement.

Subcontractors shall not be used unless *Anago* has received prior written approval from the City of Norman Public Works Director or his designee for the use of the subcontractors. Failure of *Anago* to comply with this subsection shall constitute cause for termination of the contract. Approved subcontractors shall be required to submit the same insurance certificate required of *Anago*. It is *Anago's* responsibility to notify subcontractors of the City's insurance requirements and obtain and submit the insurance certificate to the City of Norman prior to any services being provided. It is *Anago's* responsibility to ensure any approved subcontractors abide by all terms and conditions of this agreement.

ARTICLE 8 – NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

CITY:

Darrel Pyle
City Manager
City of Norman
P.O. Box 370
Norman, OK 73070
(405) 366-540

ANAGO:

Eric Adame
President of Anago of Oklahoma City
6303 N Portland Ave. Suite 201
Oklahoma City, OK 73112
(405) 724-4433

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the *City* and *Anago*

ARTICLE 9 – Disputes

In the event of a dispute between *City* and *Anago* arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable

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time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should the parties to this Agreement be unable to resolve between themselves any dispute arising from any of the provisions of this Agreement, each party shall have recourse under applicable law. In the event that either party commences an action in law or in equity to enforce any provision of this Agreement, the losing party shall pay to the prevailing party reasonable attorneys' fees as set by a court of competent jurisdiction.

ARTICLE 10 – EQUAL EMPLOYMENT OPPORTUNITY

Anago agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. *Anago* hereby agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section. In the event of *Anago's* noncompliance with this nondiscrimination clause, the contract may be canceled or terminated, and *Anago* may be declared by *City* ineligible for further contracts until satisfactory proof of intent to comply shall be made by *Anago*. *Anago* agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

As applicable, the provisions of Exec. Order No. 11246, as amended by Exec. Order No. 11375, Exec. Order No. 11141, Exec. Order No. 13665 and as supplemented in Department of Labor Regulations, 41 C.F.R. §§ 60 et seq., are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that they are in compliance with all applicable federal and state laws and regulations and do not discriminate on the basis of race, color, national origin, sex, sexual orientation, genetic information, gender identity, gender expression, age (40 or older), religion, disability, political beliefs, or status as a veteran in any of their respective policies, practices, or procedures. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212.

Anago hereby certifies that it does not and will not employ any individual registered under the Sex Offenders Registration Act, 57 O.S. §§ 581, et seq., or the Mary Rippey Violent Crime Offenders Registration Act, 57 O.S. §§ 591, et seq. *Anago* agrees to obtain signed statements from all employees and agents performing services pursuant to this agreement that

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such employee or agent is not currently required to register under the provisions of the Sex Offenders Registration Act, 57 O.S. §§ 581, et seq., or the Mary Rippey Violent Crime Offenders Registration Act, 57 O.S. §§ 591, et seq.

Anago certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/e-verify.

ARTICLE 11 – WAIVER

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

ARTICLE 12 – 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.

ARTICLE 13 – ENTIRE AGREEMENT/AMENDMENTS

This Agreement contains all the terms and conditions agreed upon by the parties hereto and supersedes all prior and/or contemporaneous discussions, representations, or agreements of the parties relating the work to be performed, whether written or oral. This Agreement may only be modified by prior mutual written approval of the parties to any such amendment.

ARTICLE 14 – ASSIGNMENT

Neither *City* nor *Anago* shall assign any rights or duties under this Agreement without the prior written consent of the other party.

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ARTICLE 15 – NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of City and Strategic. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than *City* and *Anago*.

[The remainder of this page is intentionally left blank.]

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IN WITNESS WHEREOF, Anago Cleaning Systems and the City of Norman have executed and entered into this Agreement as of the day and year first written above.

CITY OF NORMAN:

ATTEST:

MAYOR

CITY CLERK

REVIEWED AS TO FORM AND LEGALITY:



CITY ATTORNEY

ANAGO CLEANING SYSTEMS (OKLAHOMA CITY):



Eric E. AdameTitle: PRESIDENT

ATTEST:



CORPORATE SECRETARY



Janitorial Services Proposal



Oklahoma City

City of Norman Fleet Division

INTRODUCTION



July 18, 2023

Dear Major Heikkila,

We are pleased to have you as a potential client at Anago® and are confident our franchisees can provide you with exceptional service. We understand that the cleanliness and disinfection of your facility are very important because people are simply more comfortable and productive in an environment where they feel safe. Selecting the right partner for your janitorial needs is the first line of defense in employee healthcare.

With Anago's proven program, you receive a customized schedule of cleaning based on your priorities and budget. Our rotational, systematic service ensures the highest level of cleanliness for the health of your employees and clients and also provides an unbeatable first impression!

Your business benefits from unique features that set Anago franchisees apart from other janitorial services including the use of Anago CleanCom® for instant communications, the Anago Protection+ Disinfection plans for infection prevention, our budget-friendly SmartCleanSM program, solid client support, advanced cleaning methods and equipment, EPA-registered disinfectants, and commitment to cleaning green. You can focus on your business, while our franchise owners keep your working environment safe and clean at a price you can afford.

The following information was prepared to help guide you in your decision about a janitorial service procurement agreement with us. Please feel free to reach out to me directly or to our Regional Office.

Sincerely,

Eric Adame

Eric Adame
President

Oklahoma City
405.724.4433 ext 1004
6303 N Portland Ave Suite 201
Oklahoma City, Oklahoma 73112



THE SUPERIOR CHOICE FOR COMMERCIAL CLEANING.

Our quote is based on time values outlined by the Building Service Contractors Association International and the International Sanitary Standards Association. These time values are standards within our industry utilized in estimating Housekeeping Tasks. In the summary that follows, a custom-tailored program has been compiled for your facility. All supervision, labor, supplies and equipment, payroll taxes, and insurance have been included in the pricing schedule.



Protection+ Disinfection®

Using EPA approved disinfectants, Anago franchisees provide a germ-busting clean that looks great but disinfects and sanitizes, which helps to minimize the spread of illnesses and limits sick-time.



2-Hour Response Guarantee

Because of our commitment to your custom-tailored cleaning needs we offer our 2-Hour Response Guarantee following the reporting of any items not completed to your satisfaction.



Instant Communications

Anago provides a direct communication platform to stay in close contact with franchise owners regarding all services performed, through Anago CleanCom®.



Insurance & Bonding

Our franchisees' services are covered under an insurance policy for bodily injury, property damage, public liability, and workers compensation (where required).



The Third Pass

Anago's franchise owners take extra measures with nightly checklists to ensure your facility is properly secured upon completion of duties to give you peace of mind.



Franchising Concept

The franchising concept works because of the simple principle that the owner of the business is the supervisor of, and participant in, the actual cleaning and maintenance of your facility.

We look forward to working with you in the near future!



AREA SPECIFICATIONS

We are pleased to submit this Proposal to procure Janitorial Services for the following location:

City of Norman Fleet Division
1310 Da Vinci Street
Norman, OK 73069

Service Areas

- | | |
|-------------------|-----------------------|
| 1. Office(s) | 5. Break Area(s) |
| 2. Restroom(s) | 6. Warehouse(s) |
| 3. Common Area(s) | 7. Conference Room(s) |
| 4. Stairwell(s) | |

The specifications and the terms as set forth describe the Services to be performed, frequency, and conditions of the Agreement. The Client requests that products, equipment, and materials used are those that are recommended by Oklahoma City.



CLEANING SPECIFICATIONS

Special Notes

See client provided scope of work (attached). Service Providers to report any maintenance and/or security issues to the building manager.

MONTHLY SERVICE PRICING

Quote 1: 6x Weekly Service

	Frequency	Days Serviced	Time Window	Monthly Price
	6x Weekly	Mon-Sat	3:30PM-3:30AM	\$880.43

AREA SPECIFICATIONS

We are pleased to submit this Proposal to procure Janitorial Services for the following location:

City of Norman Fleet Division - 1301
1301 Da Vinci Street
Norman, OK 73069

Service Areas

- | | |
|-------------------|-----------------------|
| 1. Office(s) | 5. Break Area(s) |
| 2. Restroom(s) | 6. Warehouse(s) |
| 3. Common Area(s) | 7. Conference Room(s) |
| 4. Stairwell(s) | |

The specifications and the terms as set forth describe the Services to be performed, frequency, and conditions of the Agreement. The Client requests that products, equipment, and materials used are those that are recommended by Oklahoma City.



CLEANING SPECIFICATIONS

Special Notes

See client provided scope of work (attached). Service Providers to report any maintenance and/or security issues to the building manager.

MONTHLY SERVICE PRICING

Quote 1: 5x Weekly Service

	Frequency	Days Serviced	Time Window	Monthly Price
	5x Weekly	Mon-Fri	3:30PM-3:30AM	\$475.10

AREA SPECIFICATIONS

We are pleased to submit this Proposal to procure Janitorial Services for the following location:

City of Norman - Transit Center
320 E Comanche St
Norman, OK 73069

Service Areas

- | | |
|---------------------------------------|-----------------------|
| 1. Office(s) | 5. Break Area(s) |
| 2. Restroom(s)- cleaned 2 times daily | 6. Warehouse(s) |
| 3. Common Area(s) | 7. Conference Room(s) |
| 4. Stairwell(s) | |

The specifications and the terms as set forth describe the Services to be performed, frequency, and conditions of the Agreement. The Client requests that products, equipment, and materials used are those that are recommended by Oklahoma City.



CLEANING SPECIFICATIONS

Special Notes

See client provided scope of work (attached). Service Providers to report any maintenance and/or security issues to the building manager.

MONTHLY SERVICE PRICING

Quote 1: 6x Weekly Service

Frequency	Days Serviced	Time Window	Monthly Price
6x Weekly <small>(Restrooms cleaned 2 times per day)</small>	Mon-Sat	3:30PM-3:30AM	\$380.99

SERVICE PROCUREMENT AGREEMENT

UCG2, LLC d/b/a Anago® of Oklahoma City ("Company") is a subfranchisor of Anago Franchising, Inc. and, as such, is in the business of procuring independently owned and operated franchise owners and contractors ("Service Providers") to provide its clients with maintenance and janitorial services under the trade name and operating style unique to the Anago® brand as described herein (the "Services"). City of Norman Fleet Division ("Client") desires to contract with Company to arrange for Service Providers to provide the Services for Client's premises. In consideration of the foregoing, the covenants contained herein, and other valuable consideration, receipt and sufficiency of which are acknowledged, Company and Client agree as follows:

I. Company agrees to arrange for Service Providers to provide the Services as described herein, with each Service Provider to furnish all tools and equipment necessary to provide the Services as outlined in the Cleaning Specifications attached hereto and made a part hereof.

II. Company will require Service Providers to render the Services as described in the Cleaning Specifications to the areas listed in Area Specifications at the set frequency and days selected by Client in the Monthly Service Pricing and Specialty Service(s) sections, respectively. Holidays excluded shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

III. Client agrees to pay Company each month the total sum stated in attached Monthly Service Pricing. Payment shall be due on or before the TENTH day of each month for that month's Services. A late charge of 1.5% per month will be assessed on all invoices that are 30 days past due. Requests to adjust pricing to reflect additions to or deletions from the Services or for change in frequency of Services shall be made in writing and shall only be binding if signed by both parties. Upon prior written notice to Client, Company may increase the Monthly Service Pricing annually by a percentage not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal or to allow Service Providers to adhere to local wage regulations applicable to their employees.

IV. It is expressly agreed that Company, the Service Providers, and their respective employees and contractors will not, by virtue of providing the Services under this Agreement, be employees of Client, but are independent contractors and no withholding of Social Security, Federal, or State Income Tax or other deductions shall be made from the sums agreed to be paid by Client to Company herein. All such payments are contract payments and not wages.

V. Client agrees that Company will have the sole discretion to select the Service Providers who will perform the Services. Client agrees that during the term of this Agreement and for 180 days after expiration or termination, it will not employ any Service Provider or any employee, agent, or associate of a Service Provider to perform the same or substantially the same type of Services. Company agrees that during the term of this Agreement and for 180 days after expiration or termination, it will not employ any employee, agent, or associate of Client. Client acknowledges and agrees that this Agreement may be assigned by Company to the Service Provider performing the Services, but, in that event, all payments to be made under this Agreement shall continue to be made to Company, as described herein, as the collection servicing agent of the Service Provider.

VI. The term of this Agreement shall be for one (1) year from the Service Commencement Date, and thereafter shall automatically be extended under the same terms and conditions for successive 1-year periods, unless either party gives written notice of non-renewal at least 60 days prior to expiration of the then-expiring term. Otherwise, Client may terminate this Agreement only for non-performance as set out herein. Before any such termination is effective, Client agrees to notify Company in writing of the non-performance items and to give Company fifteen (15) days to cure said items. If satisfaction is not achieved after the fifteenth day, Client must give Company a sixty (60) day written notice via certified mail with return receipt requested, stating the non-performance items. Notwithstanding the foregoing, in the event the company deems that this agreement is no longer financially feasible, the company can provide the Client 30 days' notice to discontinue services.

VII. Client agrees and understands that it is impossible to determine the actual damages caused by its breach of this Agreement. Therefore, any amount due and owed under this Agreement for any remaining part of the term of this Agreement (as though the Agreement had not been terminated) shall be accelerated liquidated damages.

VIII. Client agrees not to withhold any portion of the monthly Agreement amount for any reason, unless prior written permission is obtained from Company, as the obligation to make payments hereunder is an independent obligation. In the event that enforcement of any obligation owed to Company, is placed in the hands of an attorney for collection, compromise or any other action, Client agrees to pay the reasonable attorney's fees, cost and necessary disbursements, in addition to any other relief that may be granted.

IX. This Agreement will be governed by the laws of the state of Oklahoma. The parties hereto submit to jurisdiction in Canadian, Oklahoma, Logan, Cleveland, Pottawatomie, McClain, Grady, Kingfisher, Lincoln, and Payne Counties, Oklahoma. All actions brought pursuant to this Agreement shall be brought in Canadian, Oklahoma, Logan, Cleveland, Pottawatomie, McClain, Grady, Kingfisher, Lincoln, and Payne Counties, Oklahoma. The parties further agree to service of any action filed in Canadian, Oklahoma, Logan, Cleveland, Pottawatomie, McClain, Grady, Kingfisher, Lincoln, and Payne Counties, Oklahoma, via certified mail.



By signing this agreement, I represent and warrant that I am duly authorized and have the legal capacity to execute and deliver this agreement.

Locations (3):

City of Norman Fleet Division
 1310 Da Vinci Street
 Norman, OK 73069
 6 time per week service (Mon-Sat)
 \$880.43 per month

City of Norman Fleet Division
 1301 Da Vinci Street
 Norman, OK 73069
 5 time per week service (Mon-Fri)
 \$475.10 per month

City of Norman - Transit Center
 320 E. Comanche St
 Norman, OK 73069
 6 time per week service (Mon-Sat)
 Restrooms 2 times per day
 \$380.99 per month

Authorized Client Representative:

 Mayor Larry Heikkila

 Date

Company Representative:

Eric E. Adame

Eric E. Adame

07/18/23

Date

AGREEMENT FOR PROFESSIONAL CUSTODIAL SERVICES FOR CITY OF NORMAN PUBLIC TRANSPORTATION FLEET AND FLEET FACILITIES

THIS AGREEMENT is entered into between the *City of Norman (City)* and *Anago Cleaning Systems (Anago)* for the following reasons:

1. The *City* requires custodial services for the City of Norman Public Transportation Fleet;
and
2. *Anago* is prepared to provide such custodial services as outlined herein.

WHEREFORE, in consideration of the promises contained in this Agreement, *City* and *Anago* agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be determined due to construction.

ARTICLE 2 - GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of Oklahoma, without giving force and effect to its choice of law provisions, and the United States of America. Any legal action in connection with this Agreement shall be filed in the District Court of Cleveland County, State of Oklahoma, or the United States District Court for the Western District of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

Strategic, as a separate and independent contractor, shall provide cleaning services to the City's public transportation fleet six (6) times weekly as follows:

SECTION I

North Base Facilities 1301 & 1310 Da Vinci Street

DAILY:

- Sweep/vacuum and mop flooring in offices, conference rooms, stairs, hallways and other common areas.

- Dust window ledges, tables, work stations, phones, etc. while making every attempt not to disturb the items contained on and around any work station.
- Remove any half or more full trash can liners and deliver to appropriate large refuse receptacle. Reline trash can liner, supplied by the winning contract cleaning company.
- Ensure walkways and common areas are free of trash and/or debris. To include any trip or health hazard.
- Wipe down with an appropriate disinfectant cleaner the restrooms sinks, counters, breakroom tables, toilet and toilet area, shower stall and the door handle areas and other associated areas
- Mop with disinfectant cleaner the flooring in the restrooms, breakrooms and lounges.
- Replace toilet paper rolls, paper hand towels, soap and other consumables. In the breakrooms, sink areas and restrooms as needed.
- Fill out the provided daily facility cleaning check sheet and deliver to the Fleet Support Supervisors office mailbox. One sheet will need to be filled out for each facility cleaned. (Attachment A).
- Use provided floor machine and appropriate chemical to clean shop areas walkways.

WEEKLY:

- Clean all accessible windows to a streak free finish. Clean and disinfect counter tops, eating surfaces and microwaves.
- Inspect supply storage closet for needed inventory items. Fill out inventory request form and deliver to Fleet Support Supervisor's office mailbox. A separate form will be required for each facility. (Attachment B).
- Administer an industrial/hospital grade disinfecting agent to interior of building via fogging unit or other aerosol method. This agent should leave no residue on surfaces or an overly dissatisfying aroma that lingers for more than a reasonable amount of time after being administered. This will include all interior door handles and common touched surfaces, etc.

MONTHLY:

- Polish by means of a floor buffing machine and appropriate chemical, all hard flooring surfaces in the "office area" of the Fleet facilities. (or as often as agreed upon in writing).
- Remove any expired item in the breakroom refrigerator.

Transit Center 320 E. Comanche

DAILY:

- Sweep/vacuum and mop flooring
- Dust Window ledges, tables, phones, etc..
- Remove any partially full trash can liners and haul to appropriate large refuse receptacle located at the Transit/Public Safety Maintenance Facility. Reline trash can liner, supplied by the winning contract cleaning company.
- Ensure walkways and common areas are free of trash and/or debris. To include any trip or health hazard.
- Wipe down with an appropriate disinfectant cleaner the restrooms sinks, counters, breakroom tables, toilet and toilet area, shower stall and the door handle areas and other associated areas to a satisfying finish.
- Mop with disinfectant cleaner the flooring in the restrooms.
- Replace toilet paper rolls, paper hand towels, soap and other consumables. In the breakrooms, sink areas and restrooms as needed.
- Fill out the provided daily facility cleaning check sheet and deliver to the Equipment Support Supervisors office mailbox. One sheet will need to be filled out for each facility cleaned. (Attachment A).

OPTION:

- Cleaning the restrooms at the Transit Center twice daily. Once in the morning hours and again in the afternoon. Times may vary depending on time of year and customer requirements. These times are to be determined and approved by Fleet Division Staff. (Price assuming a twice daily cleaning Monday – Saturday for a month).

WEEKLY:

- Clean all windows to a streak free finish. Clean and disinfect counter tops, work surfaces and microwaves.
- Fill out inventory request sheet and deliver to Equipment Support Supervisors office mailbox. A separate form will be required for each facility. (Thursday's) (Attachment B).

- Administer an industrial/hospital grade disinfecting agent to interior of building via fogging unit or other aerosol method. This agent should leave no residue on surfaces or an overly dissatisfying aroma that lingers for a reasonable amount of time after being administered. This will include all interior door handles and commonly touched surfaces, etc.

NOTE:

1) Transit Station located at 320 E. Comanche is currently under renovation and will not be completed until later this year. Janitorial services will not be needed at this facility until it becomes occupied and should be bid accordingly.

2) The Transit Center at 320 E. Comanche has a restroom that is open to the public. In an effort to keep this clean and sanitary, the City has asked for an option to have the restrooms there cleaned twice daily. It will be the responsibility of City staff to accept this option or not, depending on annual budget allocation and/or facility requirements. The times of day, and days of the week this will occur will be determined by Fleet staff and shall be submitted to the Proposer in writing.

3) Winning contractor shall supply all needed cleaning chemicals outside of the product Fleet currently provides, trash can liners, towels, vacuums & attachments, as well as any other tool and/or consumables needed to complete the above requests to the standards agreed upon with Fleet Division staff.

4) The CON will supply the winning contractor with reasonable storage space for onsite tooling and chemical storage.

5) Contractor will *not* be required to clean the “shop area”, only the walkways around it to include emptying the shop trash receptacles *as needed* and relining the bins with heavy duty trash liners.

6) All aspects may not be included in this RFP. It is understood, that reasonable services may be deleted or added as long as they are mutually agreed upon in writing.

7) See Attachment A below for the Federal Transit Administration (FTA) requirements as it pertains to the Transit portion of this bid packet.

8) If the City becomes dissatisfied with the service provided by the winning contractor, the City will issue a 60 day letter of termination of service notification. The winning contractor will then have 60 days to remove all property, return keys, key fobs and/or any other CON owned property to the Fleet Support Supervisor and vacate the premises.

9) The winning contractor shall use staff only employed directly through its business and not use subcontractors, third party partners or outside vendors unless approved in writing by the Fleet Division.

10) The winning contractor will supply an organizational chart of employees providing service to the City of Norman by location with bid packet. This chart will list full names, phone number, area or area's employee is assigned to under this proposal, rank in company and years of service with the company.

11) Winning Bidder shall have staff onsite not later than 3:30p.m. M-F and 7:00 p.m. Saturdays.

12) All janitorial staff shall have photo ID badge displayed and wear a company labeled uniform shirt at all times when onsite.

13) All persons employed by Proposer shall be treated equally by Proposer without regard to or because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the sex, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and City.

14) All employees of Proposer will be required to pass a background check and drug screening equal to that provided to City of Norman employees.

Order of Precedence: This proposal and corresponding agreement shall take precedence over any other preceding agreement, contract or change unless specified in writing and agreed upon by the Fleet Program Manager or their designee.

ARTICLE 4 – FORCE MAJEURE

Anago will not be held in default of this Agreement if services are prevented from being performed hereunder by conditions beyond its control, such as, but not limited to, acts of God, strikes, war, terrorism, or other emergencies making performance impossible or illegal.

ARTICLE 5 – COMPENSATION

Anago shall provide all cleaning supplies and chemicals, including all equipment, cleaners, and disinfectant, and trash liners at its sole expense. *City* shall furnish all paper towels, toilet issue, and hand soap at its sole expense

In consideration for these services provided, *City* shall pay to *Anago* the sum of:

1301 Da Vinci Street, Fleet Facility Cleaning Services:

- Four Hundred Seventy Five Dollars and Ten Cents - \$475.10

1310 Da Vinci Street, Transit/Public Safety Facility Cleaning Services:

- Eight Hundred Eighty Dollars and Forty Three Cents - \$880.43

320 E. Comanche St., Transit Center:

- Three Hundred Eighty Dollars and Ninety Nine Cents - \$380.99

City shall pay this invoice within thirty (30) days after receipt.

ARTICLE 6 – INDEMNIFICATION AND LIABILITY

Indemnification. *Anago* agrees to defend, indemnify, and hold harmless the *City*, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of *Anago* in the performance of services under this Agreement. The *City* agrees to defend, indemnify, and hold harmless *Anago*, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the *City* in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. *Anago* and the *City* each agree to promptly serve notice on the other party of any claims arising hereunder and shall cooperate in the defense of such claims. The acceptance by the *City* or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by *Anago* shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the *City* of any action, right, or remedy otherwise available to the *City* at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services or any termination of this Agreement.

ARTICLE 7 – INSURANCE

During the performance of the Services under this Agreement, *Anago* shall maintain Workers' Compensation insurance in accordance with State of Oklahoma Laws and Employer's Liability Insurance in the following amounts:

- (a) Property Damage Liability – Limits shall be carried in the amount of not less than Twenty-Five Thousand Dollars (\$25,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.
- (b) All Other Liability – In an amount not less than One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.
- (c) Single Occurrence or Accident Liability – In an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident.

The insurance policies shall be issued by a company approved by the City of Norman. The *City* shall be furnished with a Certificate of Insurance which shall provide that such

insurance shall not be changed or canceled without ten (10) days prior written notice to the City of Norman. Certificates of Insurance shall be delivered to the City of Norman prior to the commencement of the agreement.

Subcontractors shall not be used unless *Anago* has received prior written approval from the City of Norman Public Works Director or his designee for the use of the subcontractors. Failure of *Anago* to comply with this subsection shall constitute cause for termination of the contract. Approved subcontractors shall be required to submit the same insurance certificate required of *Anago*. It is *Anago's* responsibility to notify subcontractors of the City's insurance requirements and obtain and submit the insurance certificate to the City of Norman prior to any services being provided. It is *Anago's* responsibility to ensure any approved subcontractors abide by all terms and conditions of this agreement.

ARTICLE 8 – NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

CITY:

Darrel Pyle
City Manager
City of Norman
P.O. Box 370
Norman, OK 73070
(405) 366-540

ANAGO:

Eric Adame
President of Anago of Oklahoma City
6303 N Portland Ave, Suite 201
Oklahoma City, OK 73112
(405) 724-4433

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the *City* and *Anago*

ARTICLE 9 – Disputes

In the event of a dispute between *City* and *Anago* arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable

time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should the parties to this Agreement be unable to resolve between themselves any dispute arising from any of the provisions of this Agreement, each party shall have recourse under applicable law. In the event that either party commences an action in law or in equity to enforce any provision of this Agreement, the losing party shall pay to the prevailing party reasonable attorneys' fees as set by a court of competent jurisdiction.

ARTICLE 10 – EQUAL EMPLOYMENT OPPORTUNITY

Anago agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Anago** hereby agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section. In the event of **Anago's** noncompliance with this nondiscrimination clause, the contract may be canceled or terminated, and **Anago** may be declared by **City** ineligible for further contracts until satisfactory proof of intent to comply shall be made by **Anago**. **Anago** agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

As applicable, the provisions of Exec. Order No. 11246, as amended by Exec. Order No. 11375, Exec. Order No. 11141, Exec. Order No. 13665 and as supplemented in Department of Labor Regulations, 41 C.F.R. §§ 60 et seq., are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that they are in compliance with all applicable federal and state laws and regulations and do not discriminate on the basis of race, color, national origin, sex, sexual orientation, genetic information, gender identity, gender expression, age (40 or older), religion, disability, political beliefs, or status as a veteran in any of their respective policies, practices, or procedures. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212.

Anago hereby certifies that it does not and will not employ any individual registered under the Sex Offenders Registration Act, 57 O.S. §§ 581, et seq., or the Mary Rippy Violent Crime Offenders Registration Act, 57 O.S. §§ 591, et seq. **Anago** agrees to obtain signed statements from all employees and agents performing services pursuant to this agreement that

such employee or agent is not currently required to register under the provisions of the Sex Offenders Registration Act, 57 O.S. §§ 581, et seq., or the Mary Rippy Violent Crime Offenders Registration Act, 57 O.S. §§ 591, et seq.

Anago certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/e-verify.

ARTICLE 11 – WAIVER

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

ARTICLE 12 – 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.

ARTICLE 13 – ENTIRE AGREEMENT/AMENDMENTS

This Agreement contains all the terms and conditions agreed upon by the parties hereto and supersedes all prior and/or contemporaneous discussions, representations, or agreements of the parties relating the work to be performed, whether written or oral. This Agreement may only be modified by prior mutual written approval of the parties to any such amendment.

ARTICLE 14 – ASSIGNMENT

Neither *City* nor *Anago* shall assign any rights or duties under this Agreement without the prior written consent of the other party.

ARTICLE 15 – NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of City and Strategic. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than *City* and *Strategic*.

[The remainder of this page is intentionally left blank.]

REQUEST FOR Proposal

Please review the following and respond where necessary.

#	Name	Note	Response
1	Compliance with Specifications	<p>Acknowledge by stating yes or no that you understand and are in compliance with the material specifications. If not in full compliance you must provide documentation detailing the areas of non-compliance.</p> <p>State YES or NO</p> <p>Only RFPs that include an Acceptance of Specifications Form for Proposals, Affidavit of Non-Collusion, and/or documentation of non-compliance will be considered.</p>	<u>Yes (Required)</u>
2	Renewal Option 5 Year Upon Review	<p>The City shall have the option to renew this contract annually, for a period of five (5) years, provided that the services and process continue to be acceptable to the City, and that adequate funds are available. Pricing shall be reviewed at the beginning of each renewal period at which time the Fleet Program Manager will determine whether to renew.</p>	<u>Yes (Required)</u>
3	Negotiate Like Items	<p>The City shall have the option to negotiate pricing for any additional item(s) or like item(s) not listed in this solicitation, under the terms, conditions, and specifications of the Request for Proposal.</p> <p>State YES or NO</p>	<u>Yes (Required)</u>
4	References	<p>Provide the names, email addresses, and phone numbers of ten (10) accounts for which you have provided goods or services similar to those specified, preferably ones in government or municipality service that the Proposer has serviced for two (2) or more years. Include Company Name, Contact Name, Contact Phone Number, and E-mail (if available). Note if any are similar to the City of Norman. Use separate sheet. Mark it "Attachment A"</p>	Attached
5	Non-Collusion Affidavit	<p>The Non-Collusion Form must be printed, executed and returned to the Fleet Division upon award of contract to your company, along with the Acceptance of Specifications Form for Proposers.</p>	<u>Attached (Required)</u>
6	Pricing Disclosure	<p>The vendor will be required to send price notifications and any notice of price changes 60 days prior to termination of current contract to the following email address: www.fleetmaintenance2@normanok.gov Any price change must be approved by the Fleet Program Manager or their designee in writing and dated before they are considered effective.</p>	<u>Yes (Required)</u>

AFFIDAVIT OF NON-COLLUSION

STATE Virginia)COUNTY OF Chesterfield) ss

Eric Adame, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor 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 award of a contract pursuant to this bid.

Eric Adame

Bidder

By: Eric AdameSubscribed and sworn to before me on this 5th day of July, 2023.

[Signature]
NOTARY PUBLIC (or Judge)

My commission expires on: 06/30/2024

Notarized online using audio-video communication

Reviewed and approved:

Mike White
Fleet Division Program Manager

Date

CITY OF NORMAN
PUBLIC WORKS
Fleet Division

FORM FOR PROPOSERS
Request for Proposal No. 2223-58

Opening of Proposals for RFP 2223
City of Norman
Fleet Administration
1301 Da Vinci Street
Norman, Oklahoma 73069

Dear Proposer:

The undersigned Proposer declares that before preparing this proposal the detailed specifications were carefully read and that this proposal is made with full knowledge of the kind, quality, and quantity of the materials or services to be furnished.

The undersigned proposer offers and proposes to furnish the materials, equipment, or other services hereinafter set forth, in the manner and under the conditions and in accordance with the specifications on file in the Office of the Purchasing Agent.

The quantity of this product or service to be purchased by the City of Norman may be any number in the anticipated quantity range hereinafter listed. This is an estimated quantity to be purchased, but does not in any way bind the City of Norman to purchase said quantity. Purchase orders are applicable for one year from Council approval date. All proposals are to be made on a per unit basis.

Eric E. Adame

Signature

Eric E. Adame - President, Anago of Oklahoma City

Printed Name and Title

Section IUnit Price
(To include all fees)**North Base Facilities 1301 & 1310 Da Vinci Street****Daily:**

Sweep/vacuum and mop flooring in offices, conference rooms, stairs, hallways and other common areas.

\$ 122.00

Dust window ledges, tables, work stations, phones, etc. while making every attempt not to disturb the items contained on and around any work station.

\$ 122.00

Remove any half or more full trash can liners and deliver to appropriate large refuse receptacle. Reline trash can liner, supplied by the winning contract cleaning company.

\$ 122.00

Ensure walkways and common areas are free of trash and/or debris. To include any trip or health hazard.

\$ 122.00

Wipe down with an appropriate disinfectant cleaner the restrooms sinks, counters, breakroom tables, toilet and toilet area, shower stall and the door handle areas and other associated areas

\$ 122.00

Mop with disinfectant cleaner the flooring in the restrooms, breakrooms and lounges.

\$ 122.00

Replace toilet paper rolls, paper hand towels, soap and other consumables . in the breakrooms, sink areas and restrooms as needed.

\$ 122.00

Fill out the provided daily facility cleaning check sheet and deliver to the Fleet Support Supervisors office mailbox. One sheet will need to be filled out for each facility cleaned. (Attachment A)

\$ 122.00

Use provided floor machine and appropriate chemical to clean shop areas walkways

\$ 122.00

Weekly:

Clean all accessible windows to a streak free finish. Clean and disinfect counter tops, eating surfaces and microwaves.

\$ 67.77

Inspect supply storage closet for needed inventory items. Fill out inventory request form and deliver to Fleet Support Supervisor's office mailbox. A separate form will be required for each facility. (Attachment B)

\$ 67.77

Administer an industrial/hospital grade disinfecting agent to interior of building via fogging unit or other aerosol method. This agent should leave no residue on surfaces or an overly dissatisfying aroma that lingers for more than a reasonable amount of time after being administered. This will include all interior door handles and common touched surfaces, etc.

\$67.77

Monthly:

Polish by means of a floor buffing machine and appropriate chemical, all hard flooring surfaces in the "office area" of the Fleet facilities.
(or as often as agreed upon in writing)

\$27.11

Remove any expired item in breakroom refrigerator

\$27.11

Monthly Total \$1355.53

(Monthly Total Breakdown - 1310: \$880.43, 1301: \$475.10)

(To include all fees)

Transfer Station 320 E. Comanche

Daily:

Sweep/vacuum and mop flooring

\$25.01

Dust window ledges, tables, phones, etc..

\$25.01

Remove any partially full trash can liners and haul to appropriate large refuse receptacle located at the Transit/Public Safety Maintenance Facility.
Reline trash can liner, supplied by the winning contract cleaning company.

\$25.01

Ensure walkways and common areas are free of trash and/or debris. To include any trip or health hazard.

\$25.01

Wipe down with an appropriate disinfectant cleaner the restrooms sinks, counters, breakroom tables, toilet and toilet area, shower stall and the door handle areas and other associated areas to a satisfying finish.

\$25.01

Mop with disinfectant cleaner the flooring in the restrooms.

\$25.01

Replace toilet paper rolls, paper hand towels, soap and other consumables .
in the breakrooms, sink areas and restrooms as needed.

\$25.01

Fill out the provided daily facility cleaning check sheet and deliver to the Equipment Support Supervisors office mailbox. One sheet will need to be filled out for each facility cleaned. (Attachment A)

\$25.01

OPTION: Cleaning the restrooms at the Transit Center twice daily. Once in the morning hours and again in the afternoon. Times may vary depending on time of year and customer requirements. These times are to be determined and approved by Fleet Division Staff.
(Price assuming a twice daily cleaning Monday – Saturday for a month)

\$ 145.60

Weekly:

\$

Clean all windows to a streak free finish. Clean and disinfect counter tops, work surfaces and microwaves.

\$ 11.77

Fill out inventory request sheet and deliver to Equipment Support Supervisors office mailbox. A separate form will be required for each facility. (Thursday's) (Attachment B)

\$ 11.77

Administer an industrial/hospital grade disinfecting agent to interior of building via fogging unit or other aerosol method. This agent should leave no residue on surfaces or an overly dissatisfying aroma that lingers for a reasonable amount of time after being administered. This will include all interior door handles and commonly touched surfaces, etc.

\$ 11.77

Monthly Total : \$235.39

Monthly Total w/ 2 times daily RR cleaning \$380.99

NOTE:

- 1) Transit Station located at 320 E. Comanche is currently under renovation and will not be completed until later this year. Janitorial services will not be needed at this facility until it becomes occupied and should be bid accordingly.
- 2) The Transit Center at 320 E. Comanche has a restroom that is open to the public. In an effort to keep this clean and sanitary, the City has asked for an option to have the restrooms there cleaned twice daily. It will be the responsibility of City staff to accept this option or not, depending on annual budget allocation and/or facility requirements. The times of day, and days of the week this will occur will be determined by Fleet staff and shall be submitted to the Proposer in writing.
- 3) Winning contractor shall supply all needed cleaning chemicals outside of the product Fleet currently provides, trash can liners, towels, vacuums & attachments, as well as any other tool and/or consumables needed to complete the above requests to the standards agreed upon with Fleet Division staff.
- 4) The CON will supply the winning contractor with reasonable storage space for onsite tooling and chemical storage.
- 5) Contractor will *not* be required to clean the "shop area", only the walkways around it to include emptying the shop trash receptacles *as needed* and relining the bins with heavy duty trash liners.
- 6) All aspects may not be included in this RFP. It is understood, that reasonable services may be deleted or added as long as they are mutually agreed upon in writing.
- 7) See Attachment A below for the Federal Transit Administration (FTA) requirements as it pertains to the Transit portion of this bid packet.
- 8) If the City becomes dissatisfied with the service provided by the winning contractor, the City will issue a 60 day letter of termination of service notification. The winning contractor will then have 60 days to remove all property, return keys, key fobs and/or any other CON owned property to the Fleet Support Supervisor and vacate the premises.
- 9) The winning contractor shall use staff only employed directly through its business and not use sub-

contractors, third party partners or outside vendors unless approved in writing by the Fleet Division.

- 10) The winning contractor will supply an organizational chart of employees providing service to the City of Norman by location with bid packet. This chart will list full names, phone number, area or area's employee is assigned to under this proposal, rank in company and years of service with the company.
 - 11) Winning Bidder shall have staff onsite not later than 3:30p.m. M-F and 7:00 p.m. Saturdays.
 - 12) All janitorial staff shall have photo ID badge displayed and wear a company labeled uniform shirt at all times when onsite.
 - 13) All persons employed by Proposer shall be treated equally by Proposer without regard to or because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the sex, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and City.
 - 14) All employees of Proposer will be required to pass a background check and drug screening equal to that provided to City of Norman employees.
- **Order of Precedence:** This proposal and corresponding agreement shall take precedence over any other preceding agreement, contract or change unless specified in writing and agreed upon by the Fleet Program Manager or their designee.

Attachment D - REQUIRED FEDERAL/FTA CLAUSES

Federal Contract Clauses Materials & Supplies

As a recipient of Federal Transportation Administration (FTA) grants, CITY OF NORMAN agrees annually in the Master Agreement with FTA (<https://www.transit.dot.gov/funding/grantee-resources/sample-FTA-agreements/FTA-grant-agreements>) to adhere to all applicable federal laws, regulations, and directives associated with federal funding along with the FTA Certifications and Assurances for Federal Funding Assistance Program. CITY OF NORMAN Contractors are also required to comply with those federal clauses to which are herein incorporated by reference and made a part of this Agreement. The FTA Certifications and Assurances are available at the following link:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

No Federal Government Obligations to Third Parties (Use of Disclaimer)

a. In connection with the Project, the Contractor agrees that absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any sub-recipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, sub agreement, lease, third-party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the contractor, including any subcontractor, lessee, third party contractor, or other participant at any tier of the Project.

False or Fraudulent Statements or Claims – Civil and Criminal Fraud

a. Civil Fraud. The Contractor acknowledges and agrees that:

(1) Federal laws, regulations, and requirements apply to itself and its Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq., and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31.

(2) By executing this Agreement, the Contractor certifies and affirms to the Contracting Entity or the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Contractor provides to the Contracting Entity.

(3) The Contracting Entity may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Contractor presents, submits, or makes available any false, fictitious, or fraudulent information.

b. Criminal Fraud. The Contractor acknowledges that 49 USC § 5323(l)(1) authorizes the Contracting Entity or the Federal Government to impose the penalties under 18 USC § 1001 if the Contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 USC chapter 53 or any other applicable federal law.

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Access to Third Party Contract Records

- a. The Contractor agrees to require, and assures that each of its Subcontractors will require:
 - (1) The Contracting Entity, the US Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all contract or subcontract records as required under 49 USC § 5325(g), and
 - (2) Sufficient access to all contract or subcontract records as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of this Agreement as determined by the Contracting Entity or the FTA.

Changes to Federal Requirements

- a. The Contractor agrees and assures that it will comply with all federal statutes, rules, and regulations including amendments thereto.

Civil Rights (Title VI, ADA, EEO (except special DOL Construction Clause))

- a. Civil Rights Requirements. The Contractor agrees to comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance.
- b. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to, and assures that it and each Subcontractor will:
 - (1) Prohibit discrimination based on race, color, religion, national origin, sex (including gender identity), disability, or age.
 - (2) Prohibit the:
 - (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 USC § 5332,
 - (b) Denial of program benefits in employment or a business opportunity identified in 49 USC § 5332, or
 - (c) Discrimination identified in 49 USC § 5332, including discrimination in employment or a business opportunity identified in 49 USC § 5332.
 - (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- c. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to, and assures that each Subcontractor will:
 - (1) Prohibit discrimination based on race, color, or national origin,
 - (2) Comply with:
 - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 USC § 2000d et seq.,
 - (b) US DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21, and
 - (c) Federal transit law, specifically 49 USC § 5332, and

(3) Follow:

- (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
- (b) US DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR § 50.3, and
- (c) All other applicable federal guidance that may be issued.

d. Equal Employment Opportunity.

(1) Federal Requirements and Guidance. The Contractor agrees to, and assures that each Subcontractor will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 USC. § 2000e et seq., 37 FTA Master Agreement MA(24), 10-1-2017
- (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 USC § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- (c) Comply with federal transit law, specifically 49 USC § 5332, as provided in section 12 of this Master Agreement,
- (d) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and
- (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability

(2) Specifics. The contractor agrees to, and assures that it will:

- (a) Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination based on their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by US Department of Labor regulations,
- (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1. Recruitment advertising, recruitment, and employment,
 - 2. Rates of pay and other forms of compensation,
 - 3. Selection for training, including apprenticeship, and upgrading, and
 - 4. Transfers, demotions, layoffs, and terminations, but
- (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer,"

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(3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the US Department of Labor(US DOL), with:

- (a) US DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and
- (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note.

e. Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the Contractor agrees to facilitate, and assures that each Subcontractor will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

(1) Statutory and Regulatory Requirements. The Contractor agrees to comply with:

- (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
- (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR part 26, and
- (c) Federal transit law, specifically 49 USC § 5332, as provided in section 12 of this Master Agreement. 38 FTA Master Agreement MA(24), 10-1-2017.

(2) Assurance. As required by 49 C.F.R. § 26.13(a):

(a) Contractor Assurance. The Contractor agrees and assures that:

- 1. It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR part 26,
- 2. It must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts,
- 3. Its DBE program, as required under 49 CFR part 26 and as approved by US DOT, is incorporated by reference and made part of the Agreement, and
- 4. Implementation of its DBE program approved by US DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement.

(b) The Contractor agrees and assures that it will include the following assurance in each of the subcontracts it signs with a Contractor and agrees to obtain the agreement of each of its Contractors to include the following assurance in every contract and subcontract it signs:

1. The Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted agreement and the administration of its DBE program or the requirements of 49 CFR part 26,
2. The Subcontractor must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted agreements,
3. Failure by the Subcontractor to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this Agreement, as applicable, and
4. The following remedies, or such other remedy as the Contracting Entity deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor or Subcontractor as non-responsible.

(3) Remedies. Upon notification to the Contractor of its failure to carry out its approved program, Contracting Entity, FTA or US DOT may impose sanctions as provided for under 49 CFR part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 USC § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 USC § 3801 et seq.

f. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with federal prohibitions against discrimination based on sex, including:

- (1) Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.,
- (2) US DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, and
- (3) Federal transit law, specifically 49 USC § 5332.

g. Nondiscrimination on the Basis of Age. The Contractor agrees to comply with federal prohibitions against discrimination based on age, including:

- (1) The Age Discrimination in Employment Act, 29 USC §§ 621 – 634, which prohibits discrimination based on age,
- (2) US Equal Employment Opportunity Commission (US EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625,
- (3) The Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects, and related activities receiving federal assistance,
- (4) US. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and
- (5) Federal transit law, specifically 49 USC § 5332.

h. Nondiscrimination on the Basis of Disability. The Contractor agrees to comply with the following federal prohibitions against discrimination based on disability:

(1) Federal laws, including:

- (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities,
- (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - 1. Generally, Titles I, II, and III of the ADA apply, but see 40 FTA Master Agreement MA(24), 10-1-2017
- (c) The Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
- (d) Federal transit law, specifically 49 USC § 5332, which now includes disability as a prohibited basis for discrimination, and
- (e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

(2) Federal regulations and guidance, including:

- (a) US DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37,
- (b) US DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27,
- (c) Joint US Architectural and Transportation Barriers Compliance Board (US ATBCB) and US DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR part 1192 and 49 CFR part 38,
- (d) US DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR part 39,
- (e) US DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR part 35,
- (f) US DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR part 36,
- (g) US EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR part 1630,
- (h) US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR part 64, subpart F,
- (i) US ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR part 1194,

- (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR part 609,
- (k) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
- (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.

i. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Contractor agrees to comply with the confidentiality and civil rights protections of:

- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC § 1101 et seq.,
- (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 USC § 4541 et seq., and
- (3) The Public Health Service Act, as amended, 42 USC §§ 290dd – 290dd-2. 41 FTA Master Agreement MA(24), 10-1-2017.

j. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Contractor agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, and requirements, and failure to follow guidance may be enforced as provided in those federal laws, regulations, requirements, or guidance.

Disadvantaged Business Enterprises (DBEs)

a. To the extent authorized by applicable federal laws, regulations, or requirements, the Contractor agrees to facilitate, and assures that it and its Subcontractors will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

(1) Statutory and Regulatory Requirements. The Contractor agrees to comply with:

- (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
- (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR part 26, and
- (c) Federal transit law, specifically 49 USC § 5332, as provided in section 12 of this Master Agreement. 38 FTA Master Agreement MA(24), 10-1-2017.

(2) Assurance. As required by 49 C.F.R. § 26.13(a):

(a) The Contractor agrees and assures that:

- (1) It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR part 26,
- (2) It must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts,

(3) Its DBE program, as required under 49 CFR part 26 and as approved by US DOT, is incorporated by reference and made part of the Underlying Agreement, and

(4) Implementation of its DBE program approved by US DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.

(b) The Contractor agrees and assures that it will include the following assurance in each agreement and with its Subcontractors to include the following assurance:

(1) It will not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted agreement and any subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR part 26,

(2) It will take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted agreements and any subcontracts, as applicable, 39 FTA Master Agreement MA(24), 10-1-2017

(3) Failure by the contractor and any of its Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this agreement or subcontract, as applicable, and

(4) The following remedies, or such other remedy as the Contracting entity deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor or Subcontractor from future bidding as non-responsible.

(3) Remedies. Upon notification to the Contractor of its failure to carry out its approved program, Contracting Entity, FTA or US DOT may impose sanctions as provided for under 49 CFR part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 USC § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 USC § 3801 et seq.

Incorporation of FTA Terms

a) The Contractor agrees:

1. To comply with the requirements of 49 USC Chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its procurements,
2. To comply with the applicable US DOT Common Rules, and
3. To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

Awards Exceeding \$10,000

Terminations

a. Upon written notice, the Contractor agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Recipient has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Contractor understands and agrees that any failure to make reasonable progress on the Project or any violation of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Contractor has willfully misused Federal assistance by failing to make adequate progress, by failing to make reasonable and appropriate use of Project property, or by failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Contractor to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

Awards Exceeding \$25,000

Debarment and Suspension – requires separate signature – last page

- a. This is a covered transaction for purposes of 2 CFR part 180 and 2 CFR part 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935)
- b. The Contractor must comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by City of Norman. If it is later determined that the Contractor did not comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C, in addition to remedies available to the State of Oklahoma and Contracting Entity, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or Proposer agrees to comply with the requirements of 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

Awards Exceeding the Simplified Acquisition Threshold (\$250,000)

Buy America (awards over \$150,000) – requires separate signature – last page

a. Except as the Federal Government determines otherwise in writing, the Contractor agrees to comply with FTA's US domestic preference requirements and follow federal guidance, including:

(1) Buy America. The domestic preference procurement requirements of 49 USC § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR part 661, to the extent consistent with 49 USC § 5323(j).

Resolution of Disputes, Breaches, Defaults, or Other Litigation

a. The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

1. Notification to FTA. The Contractor agrees to notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Contractor seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform FTA in writing before doing so. At a minimum, each notice to FTA under this Section 56 of this Master Agreement shall be provided to the FTA Regional Counsel within whose Region the Recipient operates its public transportation system or implements the Project.
2. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds derived from any third-party recovery, based on the percentage of the Federal share awarded for the Project, except that the Contractor may return liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.
3. Enforcement. The Contractor agrees to pursue its legal rights and remedies available under any third-party contract or available under law or regulations.
4. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.
5. Alternative Dispute Resolution. FTA encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

Awards Exceeding \$100,000 by Statute

Lobbying – requires separate signature – last page

a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each Contractor and each Subcontractor certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC § 1352. Each Contractor and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contracting Entity. Certification attached hereto.

Clean Air

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 et seq.
- b. The Contractor agrees to report each violation to the Contracting Entity and understands and agrees that the Contracting Entity will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

Clean Water

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act as amended, 33 USC § 1251 et seq. Any violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- b. The Contractor agrees to report each violation to the Contracting Entity and understands and agrees that the Contracting Entity will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

Transport of Property or Persons

Cargo Preference – property transported by ocean vessel

- a. Except as the Federal Government determines otherwise in writing, the Contractor agrees to comply with FTA's US domestic preference requirements and follow federal guidance, including:
 - (1) Cargo Preference—Use of United States-Flag Vessels. The shipping requirements of 46 USC § 55305, and US Maritime Administration regulations, "Cargo Preference – US- Flag Vessels," 46 CFR part 381.

Fly America (foreign air transportation/travel)

- a. The Contractor agrees to, and assures that it will, comply with the mandatory air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40118, and US General Services Administration (US GSA) regulations, "Use of United States Flag Air Carriers," 41 CFR §§ 301-10.131 – 301-10.143.

Miscellaneous Special Requirements

Energy Conservation

- a. The Contractor agrees to, and assures that it will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 USC § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

Recycled Products

- a. Required Clauses in Contracts. In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all contracts made by the Contractor under the Federal award must contain provisions covering the following, as applicable:

(1) Solid Wastes. A Contractor that is a state agency must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value 46 FTA Master Agreement MA(24), 10-1-2017 of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Conformance with National ITS

a. The Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 USC § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

ADA Access

a. Nondiscrimination on the Basis of Disability. The Contractor agrees to comply with the following federal prohibitions against discrimination based on disability:

(1) Federal laws, including:

(a) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:

1. For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 40 FTA Master Agreement MA(24), 10-1-2017
2. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer."

By signing this document, I declare that I am duly authorized to make these certifications and assurances and bind the Contractor. Thus, the Contractor agrees to comply with all City, State and Federal statutes, regulations, executive orders, and administrative guidance required for this Agreement. In signing this document, I declare under penalties of perjury that the foregoing certifications, assurances, and any other statements made by me on behalf of the contractor are true and correct.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, the day, month and year first above written.

Name and Title Eric E. Adame Eric E. Adame - President, Anago of Oklahoma City

Suspension and Debarment Certification – Contracts over \$25,000

The certification in this clause is a material representation of fact relied upon by City of Norman. If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Norman, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

Name and Title Eric E. Adame Eric E. Adame - President, Anago of Oklahoma City

Lobbying – Contracts over \$100,000

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC, A3801, et seq., apply to this certification and disclosure, if any.

Name and Title Eric E. Adame Eric E. Adame - President, Anago of Oklahoma City

Buy America - Contracts over \$100,000

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or Proposer hereby certifies that it will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Name and Title Eric E. Adame Eric E. Adame - President, Anago of Oklahoma City

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or Proposer hereby certifies that it cannot comply with the requirements of 49 USC 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Name and Title Eric E. Adame Eric E. Adame - President, Anago of Oklahoma City

Bid Document Addition:

To be added to section 108 of the standard bid document:

108.08 – PAYMENT TERMS

The City shall complete payment within 30 days of invoice receipt.

Contract Document Addition:

Payment terms - to be added to contract paragraph numbered as "2)" that addresses payments:

The City shall complete payment to the CONTRACTOR within 30 days of invoice receipt.

Purchase of materials for City Project – to be added where appropriate:

Materials and/or services purchased by CONTRACTOR in connection with the City project shall be subject to the payment of City sales tax. If the CONTRACTOR is appointed to be an agent of the City by City Council resolution, thereby exempting material purchases for the project from the payment of City sales tax, CONTRACTOR shall certify, in writing, on the copy of the invoice or sales ticket to be retained by said CONTRACTOR that the purchases are made for and on behalf of the City in accordance with 68 O.S. 1356, paragraph 10.

NOTICE TO BIDDERS / RFP RECIPIENTS

When submitting bids or responses to RFPs, corporate entities are required to comply with State law regarding authorized signatures.

State statute requires that bids/RFPs "be signed by the chair or vice chair of the Board of Directors, or the President, or by a Vice President, and attested by the Secretary or an Assistant Secretary; or by officers as may be duly authorized to exercise the duties...." 18 O.S. § 1007.A.2

However, if some other official with the corporation, such as a secretary signing a document, such signature needs to be accompanied by a certificate or a copy of a resolution adopted by the Board setting forth the authority of that individual to execute a contract.

With respect to limited liability corporations, every manager is an agent of the company for the purpose of business and binds the limited liability company. Therefore, instruments and documents shall be valid and binding upon the limited liability company if executed by one or more of its managers. 18 O.S. § 2019A

As set forth above when submitting bids and RFPs, certification adhering to the state statutes should accompany documents being turned in for review

City of Norman - Sign in Sheet
RFP NO. 2223-58 Janitorial Services Contract
Tuesday, June 20, 2023
1310 Da Vinci St. - Transit/Public Safety Conference Room

[illegible]

CITY OF NORMAN	
BID ITEM: RFP - JANITORIAL SERVICES	
RFP NO. 2223-58	
DATE: 07/05/2023	Anago Cleaning Systems of OKC
Fleet Facility - 1301 Da Vinci St.	\$ 475.10
Transit/Public Safety Facility - 1310 Da Vinci St.	\$ 880.43
Transit Center - 320 E. Comanche St.	\$380.99
Monthly Total	\$ 1,736.52
Annual Total	\$ 20,838.24
Received & opened	Wednesday, July 5, 2023

File Attachments for Item:

27. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-56: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CYBER WATCH SYSTEMS, IN THE AMOUNT OF \$89,105 TO PROVIDE MANAGEMENT, DETECTION, AND NOTIFICATION OF MALICIOUS CYBER ACTIVITY TO THE CITY OF NORMAN NETWORK.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Robert Gruver

PRESENTER: Tim Powers, Director of IT

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-56: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CYBER WATCH SYSTEMS, IN THE AMOUNT OF \$89,105 TO PROVIDE MANAGEMENT, DETECTION, AND NOTIFICATION OF MALICIOUS CYBER ACTIVITY TO THE CITY OF NORMAN NETWORK.

BACKGROUND:

In fiscal year 2023-2024 (FYE2024), Council approved an appropriation of \$93,000 into the General Fund, Information Technology Telecom Equipment-Computer Software (Account 10123121-45304; funds to be provided by the Capital Sales Tax Fund) for a managed Incident Detection & Response (IDR) / Security Information and Event Management (SIEM) system.

DISCUSSION:

Cyber Watch Systems is proposed to provide management and monitoring using the software-as-a-service (SAAS) Rapid7 Incident Detection & Response (IDR). The Rapid7 IDR is a tool used to collect logs, detect malicious activity and respond accordingly. Cyber Watch will provide 8am-8pm CST real time monitoring with on-call alerts after hours. Cyber Watch Systems will be monitoring for various abnormalities within the network infrastructure to help in the prevention, isolation and remediation of any malicious activity. This will replace our current SIEM solution used to aggregate and monitor our logs from various systems.

Cyber Watch Systems and the SAAS are available via the State Contract section allowed for use on the Texas DIR Contract DIR-TSO-4388.

RECOMMENDATION:

Staff recommends the approval of contract K-2324-56 with Cyber Watch Systems and the City of Norman, OK in the amount of \$89,105. Funds are available in General Fund, Information Technology Telecom Equipment-Computer Software (Account 10123121-45304; funding to be provided by the Capital Sales Tax Fund) to provide the necessary software licensing, management, detection, and notification of malicious cyber activity to the City of Norman network.



MASTER SERVICES AGREEMENT
BETWEEN City of Norman AND Cyber Watch Systems LLC

This AGREEMENT is made effective as of this ____ day of , 202__ between Cyber Watch Systems, LLC, a Texas limited liability company with offices at 5717 Legacy Drive Suite 250, Plano, TX 75024 (hereinafter referred to as "CWS" or "Cyber Watch Systems"), and Customer City of Norman, an Oklahoma Municipality _____, with principal place of doing business at 201 W. Gray St., Norman, Oklahoma 73070 (hereinafter referred to as the "Customer").

1. PURPOSE

This Agreement sets forth terms and conditions under which Cyber Watch Systems agrees to provide and Customer agrees to accept and pay for services as specified below.

2. NATURE AND SCOPE OF SERVICES TO BE PROVIDED BY CYBER WATCH SYSTEMS:

- (a) Cyber Watch Systems will deliver the services specified in the Statement(s) of Work to be attached hereto as appendices, as may be amended, supplemented or replaced from time to time by the written consent or agreement of the parties.
- (b) . All services ordered by Customer will be specified on a Statement of Work, the terms and conditions of which will expressly be incorporated and made a part of this Agreement, that will define the scope of the work or service, the charges, the terms and conditions of payment, and any other elements of agreement between the parties. In the event of any conflict or inconsistency between the terms of this Agreement and a Statement of Work, the terms of this Agreement will control solely for the conflicting issue. Customer and Cyber Watch Systems shall each sign and retain a copy of each Statement of Work.

3. CONFIDENTIAL INFORMATION

During the course of performing hereunder, Customer may obtain from Cyber Watch Systems certain information, which is of a confidential or proprietary nature. Customer shall treat such information as confidential, shall treat such information in the same manner it treats its own confidential information, but in no event shall Customer apply security measures that are less protective to such information than the prevailing industry standards, and shall only disclose such information to those personnel who have a demonstrable need to have access to such information and are subject to written confidentiality requirements as stringent as those set forth herein. Neither Customer, its parents, subsidiaries or affiliates, nor their officers, employees, directors or advisors shall disclose to any third party any such confidential information without Cyber Watch Systems' prior written approval. At the request of Cyber Watch Systems, Customer shall return confidential information.

During the course of performing hereunder, Cyber Watch Systems may obtain from Customer certain information, which is of a confidential or proprietary nature. Cyber Watch Systems shall treat such information as confidential, shall treat such information in the same manner it treats its own confidential information, but in no event shall Cyber Watch Systems apply security measures that are less protective to such information than the prevailing industry standards, and shall only disclose such information to those personnel who have a demonstrable need to have access to such information and are subject to written confidentiality requirements as stringent as those set forth herein. Neither Cyber Watch Systems, its parents, subsidiaries or affiliates, nor their officers, employees, directors or advisors shall use (other than in the course of properly performing this contract), nor disclose to any third party, any such confidential information without Customer's prior written approval. At the request of Customer,



Cyber Watch Systems shall return confidential information.

4. PROPRIETARY RIGHTS

- (a) All right, title, and interest in and to the programs, systems, data, materials, know-how, concepts, templates, methodologies, and software owned, developed or licensed by Cyber Watch Systems prior to the execution of this Agreement and used by Cyber Watch Systems in the performance of this Agreement (the "CWS IP") shall remain the exclusive property of Cyber Watch Systems, unless otherwise agreed in writing between the parties.
- (b) When payment in full for all services rendered hereunder has been made by Customer, Cyber Watch Systems agrees that Customer shall have a non-exclusive license in and to any work product, patents, inventions or copyrightable material developed by Cyber Watch Systems ("Work Product") under this Agreement. In addition, upon payment in full, Cyber Watch Systems hereby grants to Customer a non-exclusive, non-transferable, royalty-free right to use and perform the CWS IP solely in connection with the Work Product Customer.

5. DELIVERY AND ACCEPTANCE

- (a) Where work is being done on fixed price basis, the delivery and acceptance of materials will be as specified and agreed upon in a Statement of Work.
- (b) Where work is being done on a time and materials basis, Cyber Watch Systems will provide orderly and complete delivery of all materials provided to them by Customer and programs and documentation developed by them during the course of such time and materials assignment which will complete Cyber Watch Systems' responsibility for delivery and acceptance of time and materials-based projects.

6. WARRANTY

- (a) Cyber Watch Systems represents and warrants that the Work Product and other services to be provided under the terms of this Agreement shall be in accordance with the standards agreed upon in the Statement of Work and will perform as described in the applicable Statement of Work, on a commercially reasonable best efforts basis.
- (b) Cyber Watch Systems represents and warrants that (i) it has full and sufficient right to grant the ownership rights set forth in this Agreement, and (ii) the Work Product will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of a third party.
- (c) THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 6 ARE IN LIEU OF, AND CYBER WATCH SYSTEMS EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Cyber Watch Systems does not warrant hardware, software or services manufactured, developed, or provided by third parties.

7. LIMITATION OF LIABILITY

- (a) CUSTOMER EXPRESSLY AGREES THAT ONLY IN CASES OF GROSS MISCONDUCT OR NEGLIGENCE SHALL CYBER WATCH SYSTEMS BE LIABLE TO CUSTOMER FOR LOST PROFITS OR OTHER FINANCIAL LOSS OF ANY TYPE OR



DESCRIPTION INCLUDING ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH MAY BE CAUSED DIRECTLY OR INDIRECTLY BY ANY DEFICIENCY OR DEFECT IN ANY OF THE SERVICES, PROVIDED HEREUNDER, OR BREACH OF THIS AGREEMENT, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION 7 APPLY WHETHER SUCH LOSSES OR DAMAGES ARE BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. THE ABOVE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- (B) TO THE EXTENT ALLOWED BY OKLAHOMA LAW CYBER WATCH SYSTEMS' TOTAL LIABILITY HEREUNDER FOR DAMAGES, HOWEVER CHARACTERIZED, SHALL NOT EXCEED THE PRICES PAID BY CUSTOMER FOR SERVICES PERFORMED DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO SUCH DATE OF LOSS.
- (C) THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO EACH PARTY HERETO AS A RESULT OF ANY BREACH OF VIOLATION OF THIS AGREEMENT.

8. INDEMNITY

EACH PARTY (AN "INDEMNIFYING PARTY") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS AFFILIATES, OFFICERS, MANAGERS, OWNERS OR AGENTS (THE "INDEMNIFIED PARTIES" AND INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY CLAIM, LOSS, SUIT, ACTION, CAUSE OF ACTION, EXPENSE, FINE, PENALTY, COST, DAMAGE, INJURY OR ANY LIABILITY WHATSOEVER (INDIVIDUALLY AND COLLECTIVELY, "LIABILITIES") ASSERTED AGAINST, RESULTING TO, IMPOSED UPON OR INCURRED BY AN INDEMNIFIED PARTY, OR ANY ONE OF THEM, ARISING OUT OF, INCIDENT TO OR RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO: (I) ANY BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT BY THE INDEMNIFYING PARTY MADE PURSUANT TO THIS AGREEMENT; (II) INFRINGEMENT OF THE WORK PRODUCT ON THE RIGHTS OF ANY THIRD PARTY; OR (III) ANY GROSSLY NEGLIGENT OR FRAUDULANT ACTS, ACTIONS, OMISSIONS OR ACTIVITIES OF THE INDEMNIFYING PARTY OR ANY OF ITS CONTRACTOR, EMPLOYEES OR AGENTS, INCLUDING, WITHOUT LIMITATION, ANY LIABILITIES ARISING OUT OF OR RESULTING FROM THE (A) INJURY TO OR DEATH OF ANY PERSON; OR (B) DAMAGE TO, LOSS OR DESTRUCTION OF ANY PROPERTY.

9. NON-SOLICITATION OF EMPLOYEES

Cyber Watch Systems and Customer agree that for the term of this Agreement and for a period of one (1) year after its termination, Cyber Watch Systems and Customer will not recruit or hire or assist any third party to recruit or hire any employees of the other party who is or shall have been an employee, agent of or consultant to Cyber Watch Systems or Customer at any time during the term of this Agreement.

This provision shall not restrict general advertisements of employment or the rights of any employee of one party, on that employee's own initiative, or in response to general advertisements, to seek employment from the other party and under such circumstances, for the other party to hire such employee.

For the purpose of this Section 9 only, the terms "Cyber Watch Systems" and Customer" respectively



shall include such parties together with all other entities controlling, controlled by or under common control of such parties including but not limited to any agents or representatives thereof.

10. BILLING AND PAYMENT OF INVOICES

- (a) When billing is to be on a fixed price basis, Cyber Watch Systems shall provide invoices pursuant to the schedule specified in the Statement of Work. Invoices shall be emailed to Customer and shall be due and payable in accordance with the payment terms specified in the invoice.
- (b) When work is to be on a time and materials basis, Cyber Watch Systems shall keep records of time spent in providing the services. Cyber Watch Systems shall prepare invoices for the services performed by Cyber Watch Systems personnel. Invoices shall be emailed to Customer and shall be due and payable in accordance with the payment terms specified in the applicable Statement of Work.
- (c) In the event that Customer fails to pay any invoice when due, or provide a written notice of bona fide good faith dispute of such invoice or any portion thereof prior to such payment due date, Cyber Watch Systems may, in lieu of termination at such time, immediately suspend performance of its services without liability for interruption of pending work or breach of this Agreement or any Statement of Work.
- (d) The fees quoted in any Statement of Work do not include taxes, assessments, license fees or permit fees. Cyber Watch Systems will invoice Customer for, and Customer shall pay, all applicable sales, use, excise, value added and other taxes, license fees and permits associated with your receipt of the services hereunder, excluding taxes on Cyber Watch System's income.

11. TERM AND TERMINATION

- (a) This Agreement shall commence as of the date first written above and shall remain in effect until terminated as provided herein.
- (b) Upon Termination:
 - (i) Upon termination of this Agreement, each party will return to the other any materials owned by such party and upon payment of all outstanding charges, Cyber Watch Systems shall deliver any work in progress as of the date of termination.
 - (ii) With respect to time and material assignments, any termination of the Agreement shall only be effective as to an ongoing assignment only when the minimum term (as set forth in the applicable Statement of Work)_ of such ongoing assignment is completed.
 - (iii) Any termination of this Agreement shall be without prejudice to any rights or obligations of either party arising or existing up to the effective date of such termination, or to Sections 3, 4, 7, 8, 9, 13, 19 and this Section 11, which are intended by this Agreement to survive the termination of this Agreement.

12. FORCE MAJEURE

If either party's performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by causes beyond such party's reasonable control including but not limited to, acts of



God; fire; explosion; any law, order or regulation of the United States national, state or local government or any civil or military authority; or by national emergencies, wars or strikes, then Customer and Cyber Watch Systems shall not be liable to the other for any loss or damage which may be suffered as a result, provided the party suffering such event of Force Majeure notifies the other party of same within ten (10) days of the occurrence of the event of Force Majeure. The parties shall use their commercially reasonable best efforts under the circumstances to avoid and remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

13. GOVERNING LAW

The parties agree to work diligently through the Customer and Cyber Watch Systems management to address and resolve any disputes that may arise from this engagement. If the parties are unable to resolve controversies, claims or disputes exclusively by them, they will be addressed in the following manner:

- (a) First, the parties shall engage the services of a mediator who is mutually agreed upon by the parties. If a mediator cannot be agreed upon, either of the parties shall contact the American Arbitration Association ("AAA"), and request the AAA to recommend a mediator. The AAA's recommendation of a mediator shall be binding on the parties. The parties shall share the costs of the mediation equally. Unless the parties otherwise agree, the mediation shall be held in Norman, Oklahoma. Both parties may be represented at the mediation by their attorneys, and each of the parties shall have present at the mediation one or more representatives with full authority to bind the party to any resolution that may be mediated.
- (b) Finally, nothing contained in these Governing Law provisions shall preclude either of the parties from seeking injunctive relief from a state or federal court located in Oklahoma for the sole purpose of enforcing the terms of this proposal or any of the specific duties, obligations or rights that are created by this proposal. The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Regardless of the place of execution hereof, this Agreement, all amendments hereto, and any and all issues or controversies arising here from or related hereto, shall be governed by and construed exclusively in accordance with the laws and decisions of the State of Oklahoma, excluding conflicts of laws principles. The parties agree that any action of proceeding arising out of or related to this Agreement shall be brought only in the courts of Oklahoma County or Cleveland County, Oklahoma, and the parties hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceeding and themselves.

14. NOTICES

All notices, requests, demands, or directions to any party to this agreement by another party hereto shall be in writing and deemed given three (3) business days after sent by registered mail, postage prepaid, telex, telegram or cable addressed as follows:

(a) To Customer: Attn: Tim Powers_

w/ copy to City Attorney of City of Norman
201 W. Gray St



P.O. Box 370
Norman, OK 73070

(b) To Cyber Watch Systems: Cyber Watch Systems, LLC
ATTN: Cameron Chavers
5717 Legacy Drive
Suite 250
Plano, TX 75024

W / copy to Munsch Hardt Kopf & Harr, P.C.
Attn: Mark Girtz, Esq.
500 N. Akard Street, Suite 3800
Dallas, Texas 75201

or to such other address as may be stated by one party to the other in a notice given in the same manner herein provided.

15. ASSIGNMENT

- (a) Customer may not assign its rights, interests or obligations under this Agreement, in whole or in part, to any third party without the prior written consent of Cyber Watch Systems.
- (b) Cyber Watch Systems may not assign its rights, interests or obligations under this Agreement, in whole or in part, to any third party except a Cyber Watch Systems affiliated entity without the prior written consent of Customer.

16. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective administrators, successors, and permitted assigns. Nothing herein, except as specifically provided into this Agreement, is intended to confer upon any person, other than the parties hereto and their respective administrators, successors, and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

17. INDEPENDENT CONTRACTORS

The parties are and shall remain independent contractors and nothing herein shall be deemed to cause this Agreement to create an agency, employment, partnership, or joint venture between the parties. Neither party shall have any authority to bind the other to any matter or undertaking.

18. AMENDMENT

This Agreement shall not be amended or supplemented, in whole or in part, except by an instrument in writing duly executed by authorized officers of each of the parties hereto, or their respective successors or permitted assigns.

19. LEGAL CONSTRUCTION & SEVERABILITY

If any provision of this Agreement is held illegal, invalid or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected thereby, and such illegal, invalid, or unenforceable provision shall be automatically reformed to a provision as similar in terms to such unenforceable



provision as shall be legal, valid, and enforceable.

20. WAIVER

The remedies herein reserved shall be cumulative, and in addition to any other remedies provided at law or equity. Any failure by a party to enforce or insist upon strict compliance with any provision of this Agreement shall not be deemed to constitute a waiver of rights to demand strict compliance with the terms hereof. No waiver of any term or condition of this Agreement shall be deemed or construed to be a waiver of any subsequent such term or condition in the future.

21. COOPERATION: FURTHER ASSURANCES

Each party agrees to perform its respective obligations hereunder and to do, or cause to be performed, all things necessary, proper or advisable under applicable law to permit the performance of this Agreement in the manner contemplated hereby. Each party shall cooperate fully with the other party and its officers, directors, employees, agents and other representatives in connection with the performance of all acts contemplated hereunder.

22. MISCELLANEOUS

This Agreement, including these terms and conditions and any other appendices or attachments, contains the entire agreement between the parties hereto with respect to this Agreement, and supersedes all prior and contemporaneous agreements, understandings, negotiations, proposals, initial statements of work and discussions, whether oral or written, between us with respect to this Agreement. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written:

Cyber Watch Systems, LLC.

By: *Cameron Chavers*
Name: Cameron Chavers

Title: Managing Partner :

Date: 08/04/2023 _____

CITY OF NORMAN _____



APPROVED this _____ day of _____, 2023, by the Norman City Council.

Mayor

ATTEST:

City Clerk

APPROVED as to form and legality this 4 day of August, 2023.


City Attorney

Statement of Work

Cyber Watch Systems LLC

5717 Legacy Drive, Suite 250
Plano, TX 75024



SOW LMI-001 for Agreement to Perform Consulting Services to City of Norman

Date

July 19, 2023

Services Performed By:

Cyber Watch Systems LLC
5717 Legacy Drive, Suite 250
Plano, TX 75024

Services Performed For:

City of Norman
210 W Gray St
Norman, OK 73069

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between City of Norman ("Client") and Cyber Watch Systems LLC ("Contractor"), effective July 20, 2023 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # LMI-001 (hereinafter called the "SOW"), effective upon signature, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence on 12 months from implantation date.

Engagement Resources

Cyber Watch Systems will provide industry certified engineers and analysts to support in scope devices and platforms.

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

Monitoring with Log and Event Correlation

Configure Insights platform to consume logs and events from the following platforms:

- Firewall
- EDR
- O365
- Active Directory
- DNS
- DHCP
- LDAP
- RAPID7 Agent
- *ADDITIONAL DATA SOURCES TO BE ADDED WHEN IDENTIFIED IN DISCOVERY

Monitor Insights Platform for Security Incidents and anomalous user behavior that fall into the following categories:

- Viability
- Exploit
- Infiltration and Persistence
- Reconnaissance
- Lateral Movement
- Mission Target

Tracking of ingress connections and their geolocation

Defined Terms

Priority 1 (P1) – shall mean an alert that REQUIRES IMMEDIATE ATTENTION (i.e., system function is not available; affects the workflow of a Mission Critical System; or work stoppage is evident for multiple users). The SLA priority level requires a 15-minute mean time to respond.

Priority 3 (P3) – shall mean an alert of system problems having adequate manual work-around procedures in place, or non-critical types of alerts. The SLA priority level requires a 30-minute mean time to respond.

Priority 4 (P4) – shall mean an alert of system problems which require 3rd Party Vendor resolution and no work around or service resolution has been contracted via the 3rd Party Vendor. The SLA level requires a 30-minute mean time to respond.

Priority 5 (P5) – shall be defined as a project and is not assigned to a type with no SLA level.

Service Level Agreement (SLA) – shall mean agreed to levels of performance, response, notifications, etc

Priority	Type	Time to Respond	Status Call
1	System Critical	15 minutes	1 Hour
2	User Critical	30 minutes	1 Hour
3	General Break/Fix	30 minutes	N/A
4	Scheduled Maintenance	30 minutes	N/A
5	No SLA	No SLA	N/A

Note. LMI AEROSPACE will provide CWS, within thirty (30) days from the SOW Effective Date, a list of names and contact information for each system that could generate a P1 or P2 alert. This list shall be updated by LMI AEROSPACE on a monthly basis and is due to CWS no later than the first business day of each month

Deliverable Materials

Cyber Watch Systems will provide alert review and escalation of alerts that are deemed to be probable true positives to a custom escalation tree. Once deemed a true positive Cyber Watch Systems will provide remediation guidance and instruction to the client remotely. This can be customized as needed by the Client.

One unlimited incident escalation per 12 month term.

Contractor Responsibilities

Provide background checked certified resources for use by the customer as outlined within this Scope of Work.

Client Responsibilities

Provide access to the necessary technical and staff resources to perform assigned work on a timely basis. This includes but is not limited to VPN access, user account, admin accounts, client email address.

Fee Schedule

This engagement will be conducted on a Flat Fee basis. The total value for the Services pursuant to this SOW shall not exceed \$89,105.00 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

Contractor will provide up to 4 named resources based on the following functional structure.

Item Description
Managed Security Service with 12 month subscription for InsightIDR for 12 months

Upon completion of this Performance Period, Contractor and Client will have the option to renew this agreement.

Bill to Address	Client Contact
210 W Gray St Norman, OK 73069	Jeremy Kilgor

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced in advance for the managed security services and T&L expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due 30 days from receipt.

Client will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and up to the limits set forth in this SOW, shall be in accordance with Client's then-current published policies governing travel and associated business expenses, which information shall be provided by the Client Project Manager. The limit of reimbursable expenses pursuant to this SOW is estimated to be 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control procedure outlined within.

Invoice shall be submitted upon signature, referencing this Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Contractor shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and

justifications for authorized expenses, unless otherwise agreed to by the parties. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% penalty per calendar month or to the maximum penalty fee allowed by law..

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled “Deliverable Materials,” and Client accepts such activities and materials without unreasonable objections. No response from Client within 5-business days of deliverables being delivered by Contractor is deemed acceptance.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided with 20 business days advance written notice to the other party.

Assumptions

The majority of work will be performed remotely.

Client will provide approval for change and implementations in writing to ensure proper approvals have been acquired

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

City of Norman

Cyber Watch Systems LLC

By: _____
Name:
Title:
Date:

By: Cameron Chavers
Name: Cameron Chavers
Title: Managing Partner
Date: 08/04/2023

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY Bert Hale DATE 8/4/23

File Attachments for Item:

28. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2324-57: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COPELAND DESIGN COLLECTIVE, PLLC, IN THE AMOUNT OF \$50,000 FOR THE ANDREWS PARK MASTER PLAN PROJECT AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2324-57: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COPELAND DESIGN COLLECTIVE, PLLC, IN THE AMOUNT OF \$50,000 FOR THE ANDREWS PARK MASTER PLAN PROJECT AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The 2023-24 Capital Improvement Plan included funding from the Community Park Land Development Fund for a project to hire a design consultant to create a Master Plan for Andrews Park in downtown Norman. Andrews Park is Norman's oldest park, which was included in the first plat of the original town site of Norman in 1889. It has served the community for over 100 years and includes WPA-Era structures such as the amphitheater, the stone buildings, and the rock-lined channel that passes through the park's south edge. It is also home to sports courts, practice spaces, and more recent features, such as the first splash pad built in Norman in the early 2000s, the newly constructed Blake Baldwin Skatepark, public art installations, and our most recent, inclusive playground. There is a mixture of old and new walking trails and several mature trees, although several others were lost to the tornado that damaged the park in 2012. After decades of use and countless events, concerts, and festivals, staff has determined that it is time to plan for the next 100 years of development of Norman's "central park" — starting with this design phase.

DISCUSSION:

In June 2023, Request for Proposal RFP-2223-80 for Professional Design Services for the Andrews Park Master Plan was advertised in the Norman Transcript and on the City of Norman website. The RFP was picked up by several landscape architecture firms throughout the state and regional area. Completed proposals were received from 9 design teams.

The Review committee selected five firms for interviews and subsequently recommended engaging the Copeland Design Collective, PLLC (CDC) services from Oklahoma City for this project. The CDC team is comprised of Copeland Design Collective (landscape architects from Oklahoma City); RDG Planning + Design (land use planners recently hired for the Norman

Comprehensive Plan); Butzer Architects and Urbanism (architecture firm that designed the Murrah Building Memorial, Skydance Bridge and current Inman Page-Carter Woodson Memorial Plaza in Oklahoma City, among several other local projects); and Garver Engineering (for civil engineering services).

The recommended process to develop the master plan will include utilizing a project steering committee, a public input process, and a review by the Norman Board of Park Commissioners, Parks and Recreation Staff, and the City Council. A vital part of the plan will be to get a current opinion of probable costs, funding sources, and phasing plan, so any details of the project which can be done in the near future can be proposed as part of the annual budget and work plan for the Parks and Recreation staff.

The contract with CDC includes a schedule of input, design, and deliverables, giving the city a clear vision for renovating this beloved downtown recreational space. The proposed contract indicates that CDC will provide the following services:

Task 1: Kickoff Meeting and Project Orientation	\$2,500
Task 2: Public Outreach	\$3,500
Task 3: 3-Day Design Workshop	\$36,000
<i>(includes pre-workshop input, Master Plan draft & feedback sessions)</i>	
<u>Task 4: Final Master Plan Report Documents & cost estimate</u>	<u>\$8,000</u>
TOTAL:	\$50,000

A more detailed breakdown of each task, along with proposed dates for all meetings, workshops, public presentations, and document deliveries, is included in the attached contract documents (Attachment A to Contract K-2324-57).

RECOMMENDATION: It is recommended that City Council approve Contract Number K-2324-57 to Copeland Design Collective in the total amount of \$50,000 for the Andrews Park Master Plan Project. Funding is available in Andrews Park Master Plan, Design (Account 52790050-46201; Project PR0023).

AGREEMENT
FOR
PROFESSIONAL ARCHITECTURE SERVICES

This AGREEMENT, between the City of Norman (Owner) and Copeland Design Collective, PLLC (Landscape Architect/Architect);

WITNESSETH

WHEREAS Owner intends to create a Master Plan for Abe Andrews Park as specified in the RFP #2223-80, issued by the City of Norman, located at 201 West Tonhawa Street in Norman.

WHEREAS, Owner requires design services, including a public input process, preliminary report and design documents, revised final design drawings, report narrative, phasing plan, and opinion of probable casts in connection with the Andrews Park Master Plan Project (the Services); and,

WHEREAS, Architect is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Architect agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be August 22, 2023.

ARTICLE 2 - COMPLETION DATE

The Architect shall, within 120 days following the "Effective Date" of this agreement, complete specific work tasks one through three, in accordance with the anticipated project schedule described in Attachment B—Project Schedule.

ARTICLE 3 - GOVERNING LAW

This Agreement shall be governed by the laws of the state of Oklahoma.

ARTICLE 4 - SERVICES TO BE PERFORMED BY ARCHITECT

Architect shall perform the Services described in Attachment A, Scope of Services. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4 shall entitle the Architect to an equitable adjustment in the compensation provided in Article 5. Architect shall not perform Additional Services without prior authorization from the Owner. Additional Services shall not be authorized except by a written amendment to this Agreement.

ARTICLE 5 - COMPENSATION

Owner shall pay Architect in accordance with Attachment C, Fee Schedule.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall provide the Architect any maps, plans or records available from the owners files or as described in Attachment A—Scope of Services. The Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Owner. Owner will provide timely review of plans, reports and other documents submitted by Architect.

ARTICLE 7 - STANDARD OF CARE

Architect shall exercise the same degree of care skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional Architect under similar circumstances. The Architect shall correct the Services which fail to satisfy this standard of care. No warranty, express or implied is included in this Agreement or in any drawing, specifications report or opinion produced pursuant to this Agreement.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project and the Architect's fee for the Services and in consideration of the promises contained in this Agreement, Owner and Architect agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification. Architect and Owner each agrees to defend, indemnify and hold harmless each other it's agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of Architect and Owner, such liability shall be borne by each party in proportion to it's own negligence.

- 8.3 Employee Claims. Architect shall indemnify Owner against legal liability for damages arising out of claims by Architect's employees. Owner shall indemnify Architect against legal liability for damages arising out of claims by Owner's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, Architect shall not be liable to Owner for any special, indirect or consequential damages resulting in any way from the performance of the Services.
- 8.5 Survival. Upon completion of all Services obligations and duties provided for in this Agreement or if this Agreement is terminated for any reason the terms and conditions of this Article shall survive.
- 8.6 Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Architect during the course of performing its services, and conditioned upon the fact that Owner did not previously advise Architect of the existence thereof, then and in that event:
- a. Owner and Architect agree that the scope of services, schedule, and any cost estimates shall be adjusted and compensation to Architect shall increase as is reasonably necessary. If the discovery of hazardous substances requires Architect to take immediate measures to protect health and safety, Architect agrees to notify Owner within a reasonable time following such discovery. In addition to any required adjustments in the scope of services and cost estimate, Owner agrees to reimburse Architect for the reasonable costs of implementing measures to protect health and safety.
 - b. Owner shall indemnify, defend and hold Architect, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any third party which is based upon injury or damage caused by said hazardous material or waste.
 - c. Architect shall have no responsibility for the discovery, identification, remediation or removal of hazardous materials or toxic substances on or around the Project.

ARTICLE 9 - INSURANCE

During the performance of the services under this agreement Architect shall maintain the following insurance:

- 9.1 General Liability insurance with a combined tingle limit of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate.
- 9.2 Automobile Liability insurance not required for this contract. No auto use included for work herein.
- 9.3 Workers Compensation insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$500,000 for each occurrence.
- 9.4 Professional Liability (errors and omissions) insurance with an annual limit of \$500,000 in the aggregate.

Architect shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days written notice to Owner. All Project contractors shall be required to include Owner and Architect as additional insured on their General Liability Insurance policies.

Architect and Owner each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, and employees for damages covered by property insurance during and after the Surveying Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Architect to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Architect shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the Project, (if any); (2) the failure of any contractor, subcontractor, vendor or other Project participant, not under contract to Architect, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction (if any—none anticipated) unless such responsibilities are specifically assigned to Architect in Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Architect has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet Project schedules, Architect's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional Architect. Architect does not guarantee that proposals, bids, or actual Project costs will not vary from Architect's costs estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon Owner's request Architect shall furnish Owner with specified drawings and/or data in electronic format. All documents, including but not limited to, drawings, specifications and computer software prepared by Architect pursuant to this Agreement are instruments of Service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project.

ARTICLE 13 - TERMINATION

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

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Architect. Architect shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Architect for all the Services performed to date, amount not to exceed the normal fee amount due for the services rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Architect's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

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

Should such circumstances occur the non-performing party shall, within a reasonable use of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 15 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Architect:

Kayla Copeland
Landscape Architect
Copeland Design Collective
718 West Sheridan Avenue
Oklahoma City, OK 73102
405-309-7373
Email: kayla@copelanddesigncollective.com

Owner:

James Briggs
Park Development Manager
City of Norman—Parks and Recreation
P.O. Box 370
Norman OK 73070
405-366-5480
Email: james.briggs@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Architect and Owner.

ARTICLE 16 - WAIVER

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

ARTICLE 17 - SEVERABILITY

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

ARTICLE 18 - INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Architect. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

[The remainder of this page intentionally left blank.]

ARTICLE 19 - SUCCESSORS AND ASSIGNS

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

IN WITNESS WHEREOF. Owner and Architect have executed this Agreement.

DATED this ____ day of _____, 2023.

CITY OF NORMAN

Owner

By: _____
 Title: Director of Parks & Recreation
 Date: _____

Landscape Architect

By: Kayla Copeland
 Title: CDC Project Manager/Owner
 Date: 08/18/2023

ATTEST

ATTEST:

Secretary

Secretary

Karla Sitton
 Notary

Seal

Seal

APPROVED as to form and legality this 18 day of August, 2023

City Attorney



Attachment A

Scope of Services

Task 1 – Andrews Park Master Plan

1. ***Kick-off Meeting and Project Orientation:*** There will be an initial kick-off meeting with representatives from the City of Norman staff to confirm project expectations and discuss key issues and expected outcomes. It is anticipated that the ongoing planning efforts and coordination between the City of Norman staff and Norman Board of Parks Commissioners will yield important information related to specific potential constraints and opportunities. Specific goals for the meeting will include:
 - a. confirm the project objectives;
 - b. identify key project stakeholders;
 - c. identify other relevant prior plans and studies;
 - d. identify communications channels and project personnel;
 - e. discuss previous relevant plans, studies, and information, including the most current 2009 Norman Parks and Recreation Master Plan, and any prior open space and recreation plans and studies that will affect the design of Andrews Park;
 - f. outline a community outreach process;
 - g. outline design process and workshop;
 - h. outline anticipated agency and regulatory coordination and approvals;
 - i. identify targeted project budget and schedules.
 - j. Deliverables: meeting minutes delivered digitally to Park Staff.
 - k. Design Team members involved: Copeland Design Collective (in-person), RDG (Virtual), BAU (Virtual), and Garver (Virtual).

2. ***Public Outreach:*** To assure that ample opportunity is provided for input by the community and project steering committee, a public process that solicits input from Norman residents and constituent groups will be conducted.
 - a. **Steering Committee Meetings:** The City of Norman staff will establish a project Steering Committee to provide input to the process and serve as a sounding board for our recommendations. Members of the Steering Committee may include Norman officials, members of the downtown business community, civic leaders, representatives of recreational associations, and others which may be identified. During these meetings, the committee will identify key issues, review proposed findings, discuss alternative solutions, and refine the recommendations. At a minimum two (2) Steering Committee meetings will occur at the following stages in the design process:
 - i. ***Meeting 1:*** Introduce project, clarify objectives, gather input as to priorities for evaluating alternatives, and identify resources and challenges. Discuss project goals and programming vision. This will occur on Day 1 of the Design Workshop.
 - ii. ***Meeting 2:*** Present draft Master Plan and solicit feedback on concepts and implementation strategy. This will occur on Day 3 of the Design Workshop.
 - b. **Public Meeting – Picnic in the Park:** One (1) public meeting will be held during the course of the project to discuss existing park amenities and gather community input on the vision for Andrews Park. The one meeting will occur the night before the Design Workshop and include a picnic-

style theme with lemonade & cookies. The Design Team will coordinate with the City of Norman for the location in Andrews Park and solicitation of the Public Meeting.

- c. Deliverables: meeting minutes and summary of public meeting findings will be delivered digitally to Park Staff.
- d. Design Team members involved: Copeland Design Collective, RDG, BAU, and Garver.

3. **Design Workshop:** The Design Team will host a three (3) days master planning workshop.

- a. **Day 1:** The workshop attendees will walk Andrews Park together and discuss opportunities and constraints through the Steering Meeting 1 – City staff and steering committee shall attend. Virtual review of similar parks. Goals and programming will be determined. Spatial analysis to begin. Meeting 1 will be held at Andrews Park for the first half of the day, then the steering committee will be dismissed. The second half of the day will be held in a final downtown location TBD with City Staff.
- b. **Day 2:** Design day – the design team will begin a charrette and develop ideas for Andrews Park. Lunch will be provided for all in attendance. Park staff shall join the charrette. Towards the end of the day, Design Team will Present initial findings and preliminary recommendations, and solicit feedback from City staff. Design day's final downtown location is TBD.
- c. **Day 3:** Design day – the Design team will work to tighten up the Andrews Park master plan. Sketches, illustrations, and concept development will be formed. Towards the end of the day Steering Meeting 2 will occur, the design team will present the draft Master Plan and solicit feedback on concepts and implementation strategy from City Staff and steering committee. Design team will leave knowing final design decisions and revisions to close out the workshop and update the master plan.
- d. Deliverables: meeting minutes delivered digitally to Park Staff and scanned copies of the final design from the charrette.
- e. Design Team members involved: Copeland Design Collective, RDG, BAU, and Garver.

4. **Final Report Document:** All the work products described above will be assembled into a formal bound report and furnished as a draft for review by the City of Norman staff and Norman Board of Parks Commissioners at the Norman Board of Parks Commissioners monthly meeting. This will also be a public opportunity for the community to attend and give any final feedback on the master plan. The goal of this meeting is to receive a recommendation of approval for adoption to City Council, with the understanding that the Park Commissioners' edits will also be implemented before the final report to City Council. After this meeting, any necessary revisions will be incorporated, and a final report will be issued for City Council review, with the goal of the adoption of the master plan. Final documents will be furnished in both hardcopy and electronic formats, in quantities and specific electronic formats as desired. Final deliverables comprising the Plan will include:

- a. **Narrative Report:** A final narrative report that describes the project goals, methodology, and results. The final report will be submitted to the City of Norman City Council for adoption/acceptance. The report will include a stand-alone Executive Summary containing the main points of the full document.
 - i. **Phasing Plan:** Prioritized list of projects and actions, broken into short-term, medium-term, and long-term phases, depending on cost, complexity, readiness for implementation, and other relevant factors.

- ii. *Permit Assessment*: Determine all necessary environmental clearances that may be required. Determine necessary local, state, and federal permits to complete the project.
 - iii. *Opinion of Probable Cost*: Opinion of probable cost for recommended improvements.
 - iv. *Funding Sources*: Identify specific potential sources for capital funding to make improvements, including eligible grant programs, and other strategies.
 - v. *Recreation Programming*: Summary of recommended programs, as identified during the outreach process.
- b. *Final Master Plan*: Master plan and illustrations will be provided as presentation-size hard copy originals, as well as in electronic format. Drawings will include one (1) final master plan and two (2) perspective renderings.
 - c. *Digital Flashdrive*: Containing the Study Report and Maps and Plans in a digital, reproducible format.
 - d. *Meeting Minutes* and other records of project correspondence.
 - e. Formal Andrews Park Resolution accepting the Report.
 - f. *Deliverables*: Final master plan report delivered digitally to Park Staff, four (4) complete printed sets of all masterplan documents.
 - g. Design Team members involved: Copeland Design Collective, RDG, BAU, and Garver.

Attachment B**Project Schedule**

<u>Description</u>	<u>Date</u>
City Council – Notice to Proceed	August 22, 2023 @ 6:30 PM
Project Kick-Off Meeting with Board of Park Commissioners	September 7, 2023 @ 5:30 PM
Public Outreach – Picnic in the Park	September 11, 2023 @ 5:30 PM
Design Workshop	September 12-14, 2023
Draft Master Plan Report to the City of Norman Staff and Board of Park Commissioners	September 22, 2023
Present Master Plan to Board of Park Commissioners	October 5, 2023 @ 5:30 PM
Complete Master Plan	October 27, 2023
Present Master Plan to City Council	November 14, 2023 @ 6:30 PM

Attachment C

Fee Schedule (Task 1 - Andrews Park Master Plan)

<u>Description</u>	<u>Fee</u>
Task 1 – Andrews Park Master Plan <i>1. Kick-off Meeting and Project Orientation</i>	\$2,500.00
Task 1 – Andrews Park Master Plan <i>2. Public Outreach</i>	\$3,500.00
Task 1 – Andrews Park Master Plan <i>3. Design Workshop</i>	\$36,000.00
Task 1 – Andrews Park Master Plan <i>4. Final Report Document</i>	\$8,000.00
Task 1 – Andrews Park Master Plan TOTAL	\$50,000.00

File Attachments for Item:

29. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-60: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND KANSAS STATE BANK FOR THE PURCHASE OF COMMERCIAL FITNESS EQUIPMENT AT THE ADULT WELLNESS AND EDUCATION CENTER IN THE AMOUNT OF \$304,092.48 AS OUTLINED IN THE STAFF REPORT; AND APPROPRIATION OF \$71,692.90 OF CAPITAL FUND BALANCE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/23

REQUESTER: Veronica Tracy, Recreation Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-60: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND KANSAS STATE BANK FOR THE PURCHASE OF COMMERCIAL FITNESS EQUIPMENT AT THE ADULT WELLNESS AND EDUCATION CENTER IN THE AMOUNT OF \$304,092.48 AS OUTLINED IN THE STAFF REPORT; AND APPROPRIATION OF \$71,692.90 OF CAPITAL FUND BALANCE.

BACKGROUND:

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a one-half percent (½%) sales tax increase over 15 years. The NORMAN FORWARD Initiative included authorization for a project to construct a new Senior Citizen's Recreation Center. After ongoing community input, the project's scope was expanded into a Senior Wellness Center, later named the Adult Wellness and Education Center (AWE).

The AWE will be located on City-owned land on the southeast corner of Norman Regional Health System's (NRHS) Porter Wellness Village, off North Findlay Avenue. The new AWE will include an indoor, heated saltwater pool with lap swimming, water walking, and hydrotherapy seating; an indoor walking track and training space; a fitness-classroom area; lounge and game rooms; both wet and dry craft areas; a small prep and demonstration kitchen; and multipurpose rooms that can be used for eating, events, classes, theatrical plays, games, and much more.

The AWE was authorized in the NORMAN FORWARD initiative in 2015 but was unfunded at that time. The AWE was later funded through two Council actions: re-allocation of Norman Forward funds through securing the Griffin Park land with a long-term land lease instead of a land purchase (\$7.4 million); an allocation of \$4.8 million from federal Coronavirus Aid, Relief & Economic Security (CARES) Act reimbursements (Resolution R-2021-63); and a land exchange with the Norman Regional Hospital System where the City received \$426,000 in cash and what was then appraised for \$1.2 million in property (718 N. Porter) for a total of a \$14 million budget for construction and design. On December 13, 2022, the Council appropriated \$1.2 million in General Fund balance to up-front the anticipated revenue from the sale of the 718 N. Porter property. The sale proceeds have not been reimbursed to the General Fund; effectively the General Fund has contributed \$1.2 million to the AWE project.

Oklahoma City architectural and engineering (A/E) firm Frankfurt, Short, Bruza (FSB) was selected as the A/E consultant for this project in March 2018. FSB has completed the project's schematic design and construction documents and is assisting with construction administration through the project's completion. The AWE project is scheduled to open in late Fall of this year; final furniture, fixture, and equipment purchases are being made. A sub-consultant assigned to this project has designed the fitness area of the facility and specified appropriate fitness equipment. Staff requested three quotes for the specified machines and have selected the lowest and best quote available.

DISCUSSION:

The equipment specified in this project includes Stairmasters, treadmills, cross trainers, recumbent and upright bikes, as well as weight machines like a chest press, a leg curl machine, and a pulldown machine, and free weights were selected for aesthetics, durability and ease of use, to accommodate the needs of the AWE patrons. The price for this equipment for the Adult Wellness and Education Center is \$304,092.48, which will be financed through the Norman Municipal Authority and repaid over five years. The equipment will be subject to warranty for the entire period of the financing agreement and a remaining value may be credited against future equipment purchases, should the current equipment be traded for newer models subject to future warranty. The first year of debt service payments is requested to be paid from the Capital Sales Tax Fund, with future year payments to be allocated in Norman Forward Sales Tax Fund budgets.

RECOMMENDATION 1:

It is recommended that City Council approve the purchase of fitness equipment in the amount of \$304,092.48 to be used at the Adult Wellness and Education Center as follows:

Vendor for Equipment Financing: Kansas State Bank
 Contract amount: \$304,092.48
 Annual Payment: \$71,692.90 (5 annual payments)
 Requested Amount in FYE 2024: \$71,692.90
 Account: Debt Service – Principal (Account 50930149-47001)

RECOMMENDATION 2:

Staff further recommends an appropriation of Capital Fund Balance in the amount of \$71,692.50 (Account 50-29000) to Debt Service - Principal (Account 50930149-47001).



2627 KFB PLAZA, SUITE 202E
MANHATTAN, KS 66503 | 785-587-4000

SENT VIA EMAIL: VERONICA.TRACY@NORMANOK.GOV; MAYOR@NORMANOK.GOV

August 4, 2023

Ms. Veronica Tracy
City of Norman, Oklahoma

Re: Financing for City of Norman, Oklahoma and Norman Municipal Authority for Assorted Fitness Equipment

Dear Ms. Tracy:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. ***All required documentation must be received by 3:00pm CST in order to fund the following business day.***

The interest rate you have been quoted is valid through August 7,, 2023 (subject to the Conditions to Funding on the attached Documentation Instructions).

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Demi Morris
Client Relations Specialist

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. **Government Obligation Contract**
 - ◆ An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Exhibit C - Acceptance of Obligation**
 - ◆ Sign and print name and title
5. **Exhibit D - Obligor Resolution – City and Authority**
 - ◆ Type in the date of the meeting in which the purchase was approved.
 - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
 - ◆ The board chairman or other authorized member of the Obligor's Governing Body must sign the Resolution where indicated.
 - ◆ The board secretary or board clerk of Obligor must attest the Resolution where indicated.
6. **Exhibit E - Officer's Certificate**
 - ◆ Sign and print name and title
 - ◆ Please list the Source of Funds for the Contract Payments.
7. **Exhibit F - Payment Request & Equipment Acceptance Form**
 - ◆ Do Not Return until you need to request funds from the Vendor Payable Account.
8. **Exhibit G - Signature Card**
 - ◆ Sign and print name and title
 - ◆ An additional individual may sign as an authorized individual, if desired.
9. **Exhibit H - Obligor Acknowledgement**
 - ◆ Complete information as indicated.
10. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
11. **Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check
12. **8038G IRS Form**
 - ◆ Please read 8038 Review Form
 - ◆ In Box 2, type Employer Identification Number
 - ◆ Sign and print name and title

II. Additional Documentation Required

1. First payment check as stated on attached invoice

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by October 13, 2023, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligor or its assignees; then Obligor or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
2627 KFB Plaza, Suite 202E
Manhattan, Kansas 66503

3361832%CONTRACT%06.15.2023

OK SFP Non-App NBQ VPA

GOVERNMENT OBLIGATION CONTRACT**Obligor**

City of Norman, Oklahoma
201 West Gray Street
Norman, Oklahoma 73069
Federal Tax ID: 73-6005350

Obligee

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

Norman Municipal Authority
201 West Gray Street
Norman, Oklahoma 73069
Federal Tax ID: 73-0770170

Dated as of June 15, 2023

This Government Obligation Contract dated as of the date listed above is between Obligor and Obligor listed directly above. Obligor desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligor finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligor all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligor prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligor or any of its assignees.

"Obligor" means collectively the City and the Municipal Authority listed above and which are financing the Equipment through Obligor under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligor as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligor or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligor or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligor, Obligor will provide Obligor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any liens, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
- (o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligor or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligor or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligor shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligor hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligor then Obligor will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has renewed as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Ratification of Contract Term

Section 4.01 Ratification of Contract Term. Obligor shall not incur any obligation in excess of the income and revenues provided under the Original Term or any subsequent Renewal Term because Obligor shall have the right to terminate all of its obligations regarding Contract Payments at the end of the Original Term or any subsequent Renewal Term. The Governing Body of Obligor shall notify Obligor in writing of their decision to terminate their obligations regarding Contract Payments as soon as the decision to terminate is made and in any event not later than 30 days after the end of their Budget Year. If Obligor does not notify Obligor of its intention to terminate the Contract in writing within 30 days after the end of the Budget Year then the Contract shall be deemed to be mutually ratified by both parties and shall continue in full force and effect for the next Renewal Term. If Obligor terminates this Contract under this provision then Obligor shall immediately deliver the Equipment to Obligor as provided below in Section 9.04. Obligor will be liable for all damages to the Equipment other than normal wear and tear. If the Obligor fails to deliver the Equipment to the Obligor then the Obligor shall have the right to enter the premises where the Equipment is located and take possession of the Equipment and charge the Obligor for the costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligor with a certificate of insurance which lists the Obligor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligor from liability and property damage in any form and amount satisfactory to Obligor.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligor with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligor and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligor or its assignees. Obligor shall furnish to Obligor certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligor.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligor in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligor such documents as Obligor may request to evidence the passage of legal title to the Equipment to Obligor.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligor, whether offered prior to or subsequent hereto, also secures this obligation. The

security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligor to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligor. All of Obligor's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligor at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligor or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligor approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligor is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligor deems necessary or appropriate to protect Obligor's interest in the Equipment and in this Contract. Obligor shall allow Obligor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligor that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligor may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligor, unless Obligor agrees in writing to an extension of time. Obligor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligor under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligor.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligor may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligor may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligor has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligor for all costs incurred by Obligor in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligor in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligor to a location accessible by common carrier and designated by Obligor. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligor by a common carrier unless the Obligor agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligor's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligor. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligor the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligor it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligor for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligor, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligor. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligor shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligor executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligor agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligor selects that is acceptable to Obligor (including Obligor or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligor of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligor to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligor.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligor that all the down payment

funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligees at the time this transaction was submitted for credit approval by the Obligor to the Obligees.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligees and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall, at Obligees' sole discretion, either a) be returned to Obligor, or b) be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Should Obligees decide to apply the Surplus Amount to the then applicable Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligees based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligees shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligees and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligees or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligees' satisfaction, and Obligees has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligees and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligees and Obligor. Furthermore, Obligees reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligees for the additional administrative expense resulting from such amendment, addenda, change or modification requested solely by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligees and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligees. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligees and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligees and will not apply to this Contract.

Obligees and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Norman, Oklahoma

Signature

Larry Heikkila, Mayor and Chairperson

Printed Name and Title

KS StateBank

Signature

Jaymie Paavola-Luckert, Vice President

Printed Name and Title

Norman Municipal Authority

Signature

Larry Heikkila, Mayor and Chairperson

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma and Norman Municipal Authority (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Assorted Fitness Equipment including Two (2) 8-Series Gauntlet X StairMasters, Two (2) FreeMotion Smart Series Incline Trainers, Six (6) Star Trac 8 Series TR Treadmills, Four (4) Star Trac 8 Series Cross Trainers, Four (4) NuStep T6Pros, Two (2) FreeMotion 22 Series Coach Bicycles, One (1) NuStep UE8 Pro Upper Body Ergometers, Three (3) Star Trac 8 Series Recumbent Bicycles, Two (2) Star Trac 8 Series Upright Bicycles, One (1) Nautilus Inspiration Vertical Press, One (1) Nautilus Inspiration Shoulder Press, One (1) Nautilus Inspiration Vertical Row, One (1) Nautilus Inspiration Leg Press, One (1) Nautilus Inspiration Leg Extension, One (1) Nautilus Inspiration Seated Leg Curl, One (1) Nautilus Impact Lateral Pull Down, One (1) Nautilus Inspiration Abductor/Adductor, Two (2) Nautilus Inspiration Dual Adjustable Pulleys, One (1) Nautilus Inspiration Chin Dip Assist, One (1) Nautilus Cross-Over Cables, Two (2) Nautilus Inspiration Dual Adjustable Pulleys, One (1) TKO 5-50lb Signature Urethane Dumbbell Set, One (1) Nautilus Leverage Smith Machine, One (1) Nautilus Half Rack, One (1) TKO 20-110lb Fix Curl Bar Set and Two (2) Torque X-Create 2 Module Storage Walls

Physical Address of Equipment after Delivery : 602 N. Findlay Ave., Norman, OK 73071

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma and Norman Municipal Authority (Obligor)

Date of First Payment:

At Closing

Original Balance:

\$304,092.48

Total Number of Payments:

Five (5)

Number of Payments Per Year:

One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$71,692.90	\$0.00	\$71,692.90	\$247,799.01
2	15-Jun-24	\$71,692.90	\$20,854.60	\$50,838.30	\$191,246.63
3	15-Jun-25	\$71,692.90	\$16,292.58	\$55,400.32	\$131,238.90
4	15-Jun-26	\$71,692.90	\$11,321.18	\$60,371.72	\$67,564.70
5	15-Jun-27	\$71,692.90	\$5,903.66	\$65,789.24	\$0.00

City of Norman, Oklahoma

Signature

Larry Heikkila, Mayor and Chairperson

Printed Name and Title

Norman Municipal Authority

Signature

Larry Heikkila, Mayor and Chairperson

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C**ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B**

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma and Norman Municipal Authority (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

City of Norman, Oklahoma

Signature

Larry Heikkila, Mayor and Chairperson

Printed Name and Title

Norman Municipal Authority

Signature

Larry Heikkila, Mayor and Chairperson

Printed Name and Title

EXHIBIT D – CITY
OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma and Norman Municipal Authority (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

- Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of June 15, 2023, between City of Norman, Oklahoma and Norman Municipal Authority (Obligor) and KS StateBank (Obligee).
- Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): Larry Heikkila, Mayor and Chairperson

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

- Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Board Chairman or other authorized member of the Obligor's Governing Body)

Printed Name & Title: Larry Heikkila, Mayor and Chairperson

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of Obligor's Board Secretary or Board Clerk)

Printed Name & Title: _____

(Printed Name of individual who signed directly above)

EXHIBIT D – AUTHORITY

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and Norman Municipal Authority and City of Norman, Oklahoma (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

4. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of June 15, 2023, between City of Norman, Oklahoma and Norman Municipal Authority (Obligor) and KS StateBank (Obligee).
5. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): Larry Heikkila, Mayor and Chairperson

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

6. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Board Chairman or other authorized member of the Obligor's Governing Body)

Printed Name & Title: Larry Heikkila, Mayor and Chairperson

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of Obligor's Board Secretary or Board Clerk)

Printed Name & Title: _____

(Printed Name of individual who signed directly above)

EXHIBIT E

OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma and Norman Municipal Authority (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Norman, Oklahoma

Signature

Larry Heikkila, Mayor and Chairperson

Printed Name and Title

Norman Municipal Authority

Signature

Larry Heikkila, Mayor and Chairperson

Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma Norman Municipal Authority (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ _____ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: Commercial Fitness Solutions, Inc.
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: dmorris@ksstate.bank

or

Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

City of Norman, Oklahoma

Signature

Larry Heikkila, Mayor and Chairperson

Printed Name and Title

Norman Municipal Authority

Signature

Larry Heikkila, Mayor and Chairperson

Printed Name and Title

EXHIBIT G
SIGNATURE CARD

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma and Norman Municipal Authority (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of Norman, Oklahoma and Norman Municipal Authority.

City of Norman, Oklahoma

Signature
Larry Heikkila, Mayor and Chairperson

Printed Name and Title


Signature of additional authorized individual (optional) of Obligor

Signature
Veronica Tracy, Recreation Manager

Printed Name and Title
Signature of additional authorized individual (optional) of Obligor

Norman Municipal Authority

Signature
Larry Heikkila, Mayor and Chairperson

Printed Name and Title


Signature of additional authorized individual (optional) of Obligor

Signature
Veronica Tracy, Recreation Manager

Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma and Norman Municipal Authority (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: Commercial Fitness Solutions, Inc.

Assorted Fitness Equipment including Two (2) 8-Series Gauntlet X StairMasters, Two (2) FreeMotion Smart Series Incline Trainers, Six (6) Star Trac 8 Series TR Treadmills, Four (4) Star Trac 8 Series Cross Trainers, Four (4) NuStep T6Pros, Two (2) FreeMotion 22 Series Coach Bicycles, One (1) NuStep UE8 Pro Upper Body Ergometers, Three (3) Star Trac 8 Series Recumbent Bicycles, Two (2) Star Trac 8 Series Upright Bicycles, One (1) Nautilus Inspiration Vertical Press, One (1) Nautilus Inspiration Shoulder Press, One (1) Nautilus Inspiration Vertical Row, One (1) Nautilus Inspiration Leg Press, One (1) Nautilus Inspiration Leg Extension, One (1) Nautilus Inspiration Seated Leg Curl, One (1) Nautilus Impact Lateral Pull Down, One (1) Nautilus Inspiration Abductor/Adductor, Two (2) Nautilus Inspiration Dual Adjustable Pulleys, One (1) Nautilus Inspiration Chin Dip Assist, One (1) Nautilus Cross-Over Cables, Two (2) Nautilus Inspiration Dual Adjustable Pulleys, One (1) TKO 5-50lb Signature Urethane Dumbbell Set, One (1) Nautilus Leverage Smith Machine, One (1) Nautilus Half Rack, One (1) TKO 20-110lb Fix Curl Bar Set and Two (2) Torque X-Create

Equipment: 2 Module Storage Walls

Cost of Equipment: \$304,092.48

Vendor Name:

Equipment:

Cost of Equipment:

Vendor Name:

Equipment:

Cost of Equipment:

Vendor Name:

Equipment:

Cost of Equipment:

Vendor Name:

Equipment:

Cost of Equipment:

Obligor will immediately notify Obligee if any of the information listed above is changed.

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

City of Norman, Oklahoma and
Norman Municipal Authority
201 West Gray Street
Norman, Oklahoma 73069

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ Assorted Fitness Equipment including Two (2) 8-Series Gauntlet X StairMasters, Two (2) FreeMotion Smart Series Incline Trainers, Six (6) Star Trac 8 Series TR Treadmills, Four (4) Star Trac 8 Series Cross Trainers, Four (4) NuStep T6Pros, Two (2) FreeMotion 22 Series Coach Bicycles, One (1) NuStep UE8 Pro Upper Body Ergometers, Three (3) Star Trac 8 Series Recumbent Bicycles, Two (2) Star Trac 8 Series Upright Bicycles, One (1) Nautilus Inspiration Vertical Press, One (1) Nautilus Inspiration Shoulder Press, One (1) Nautilus Inspiration Vertical Row, One (1) Nautilus Inspiration Leg Press, One (1) Nautilus Inspiration Leg Extension, One (1) Nautilus Inspiration Seated Leg Curl, One (1) Nautilus Impact Lateral Pull Down, One (1) Nautilus Inspiration Abductor/Adductor, Two (2) Nautilus Inspiration Dual Adjustable Pulleys, One (1) Nautilus Inspiration Chin Dip Assist, One (1) Nautilus Cross-Over Cables, Two (2) Nautilus Inspiration Dual Adjustable Pulleys, One (1) TKO 5-50lb Signature Urethane Dumbbell Set, One (1) Nautilus Leverage Smith Machine, One (1) Nautilus Half Rack, One (1) TKO 20-110lb Fix Curl Bar Set and Two (2) Torque X-Create 2 Module Storage Walls
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$304,092.48.

3. Loss Payee

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as loss payee.

Please forward certificate as soon as possible to:

Email: dmorris@ksstate.bank
or
Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

City of Norman, Oklahoma and Norman Municipal Authority

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

3361832%ACHAUTHORIZATION%06.15.2023

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Oblige to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3361832	Payment Amount \$71,122.81	Frequency of Payments Annual
Beginning Month Year	Day of Month Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account ☐ Checking ☐ Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract City of Norman, Oklahoma Norman Municipal Authority	
Signature	Printed Name and Title Larry Heikkila, Mayor and Chairperson
Tax ID Number 73-6005350 73-0770170	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

INVOICE

DATE SENT: 08-04-2023

BILL TO:

CITY OF NORMAN, OKLAHOMA AND NORMAN MUNICIPAL AUTHORITY
 ATTN: ACCOUNTS PAYABLE
 201 WEST GRAY STREET
 NORMAN, OKLAHOMA 73069

REMIT TO:

KS STATEBANK
 GOVERNMENT FINANCE DEPARTMENT
 PO BOX 1608
 MANHATTAN, KS 66505
 FOR INQUIRIES: (877) 587-4054

NOTE: The address listed above is for payments only

ACCOUNT NUMBER	INVOICE NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3361832	61832-06-2023	At Closing	At Closing	\$71,692.90

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF JUNE 15, 2023	PAYMENT AMOUNT: \$71,692.90
ASSORTED FITNESS EQUIPMENT	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$71,692.90
	TOTAL DUE

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Item 29.

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name Norman Municipal Authority	2 Issuer's employer identification number (EIN) 73-0770170
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 201 West Gray Street	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Norman, Oklahoma 73069	7 Date of issue 06/15/2023
8 Name of issue Government Obligation Contract	9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Mr. Larry Heikkila, Mayor	10b Telephone number of officer or other employee shown on 10a (405) 366-5402

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► Assorted Fitness Equipment	18	316,685	34
19 If obligations are TANs or RANs, check only box 19a			
If obligations are BANs, check only box 19b			
20 If obligations are in the form of a lease or installment sale, check box			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/15/2027	\$ 316,685.34	\$ 304,092.48	2.993 years	8.781 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	316,685	34
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	12,592	86
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28		
29 Total (add lines 24 through 28)	29	12,592	86
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	304,092	48

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____			
c	Enter the name of the GIC provider ► _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____			
c	Enter the EIN of the issuer of the master pool bond ► _____			
d	Enter the name of the issuer of the master pool bond ► _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ► _____			
c	Type of hedge ► _____			
d	Term of hedge ► _____			
42	If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement.			
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Larry Heikkila, Mayor and Chairperson
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name H. Evan Howe	Preparer's signature <i>H. Evan Howe</i> 2023.08.07 08:38:36 -05'00'	Date 08/04/2023	Check <input type="checkbox"/> if self-employed	PTIN P01438994
Firm's Name ► Baystone Financial LLC		Firm's EIN ► 48-1223987		
Firm's Address ► 10601 Mission Road, Suite 200, Leawood, KS 66206		Phone no. (800) 752-3562		

Form 8038-G (Rev. 10-2021)

File Attachments for Item:

30. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ACCESS AND CONSTRUCTION AGREEMENT CONTRACT K-2324-61: BY AND BETWEEN THE CITY OF NORMAN/NORMAN UTILITIES AUTHORITY AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Chris Mattingly, Utilities Director

PRESENTER: Chris Mattingly, Utilities Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ACCESS AND CONSTRUCTION AGREEMENT CONTRACT K-2324-61: BY AND BETWEEN THE CITY OF NORMAN/NORMAN UTILITIES AUTHORITY AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY.

BACKGROUND:

The Water Reclamation Facility (WRF) recently completed a pilot project that investigated treatment technologies to advance-treat Norman's wastewater to a quality that could be possibly recycled one day to Lake Thunderbird as an augmentation source. The pilot was very successful and our consultant is finalizing the report findings. The Bureau of Reclamation (BOR) funded \$700,000 of this project and are very interested in this pilot project since it is for one of the inland states that doesn't have the luxury such as coastal states that use reverse osmosis with the ability to discharge waste brine water to the ocean.

Additionally, the Bureau of Reclamation began working with the City of Norman to research the potential for constructed wetlands to be used in Norman to benefit Lake Thunderbird. They realize Lake Thunderbird is impaired from nutrients being washed in via stormwater. They also see how constructed wetlands could possibly play a role in treating wastewater as part of the desire to recycle water. Through their Science and Technology funding, they have compiled a partnership and research team between federal, state, and local agencies as well as our local university that are investigating how constructed wetlands could be implemented to achieve dual water supply and stormwater treatment benefits for the City of Norman and Lake Thunderbird.

The City of Norman owns land south of the WRF that is in the river alluvium and is being looked at to possibly install a miniature wetlands to perform treatment research. It is strategically located along the stream where the WRF currently discharges into the Canadian River. The University of Oklahoma has had one of their capstone classes perform preliminary soil sampling and water sampling and designed some potential miniature wetland layouts.

NUA staff is excited that all of this research is happening for free which only benefits our community with very valuable information that we can use to make educated decisions on the plans to recycle water and reduce nutrients entering our lake.

DISCUSSION:

The United States Environmental Protection Agency (EPA) has been participating with the BOR wetlands project and now has offered to perform research on the site where miniature wetlands might be installed. They propose to install up to ten (10) shallow monitoring wells to coordinate with the overall BOR effort. They also will install up to ten (10) mini piezometers and want to collect surface water, groundwater, and soil samples on a quarterly to monthly basis.

This is all proposed at no cost to the City of Norman. The EPA has worked with our legal team and constructed an Access and Construction Agreement and a Memorandum of Understanding that this work will operate under. Staff is in full support of this Agreement and looks forward to the future data that will be collected.

RECOMMENDATION:

Staff recommends the NUA enter into this Access and Construction Agreement and the companion Memorandum of Understanding with the U.S. Environmental Protection Agency.

ACCESS AND CONSTRUCTION AGREEMENT

With

THE CITY OF NORMAN

The City of Norman ("CON") and the Norman Utilities Authority ("NUA") (Owner), hereby voluntarily consents to provide entry and access to the property in Cleveland County, OK, located at 3500 Jenkins Ave, Norman, OK 73072, as described in Exhibit A (Property) to the employees and authorized representatives, agents, consultants, contractors and subcontractors of the United States Environmental Protection Agency (EPA) in order to install equipment including monitoring wells and loggers and collect research samples. The activities conducted by EPA are to implement a research effort titled: "*Ecosystem Research on Water Reuse, Groundwater, and Surface Water Interactions to Evaluate Approaches that Improve Water Quality and Quantity with Nature-Based Infrastructure*" (the Project). EPA shall, in the exercise of the rights and privileges granted by this agreement, adhere to and comply with good engineering practices and all laws, ordinances, rules, regulations and orders applicable to EPA's activities, operations and work performed upon, or use of, the Property.

1. The following activities (the Work) may be conducted on the Property by the EPA and its contractors and representatives (Authorized Parties). Prior to commencement of the work to be performed, and any changes thereto, written notification of the description of the work will be provided to Owner and are covered by this authorization:

- Collection of surface water, groundwater, and soil samples on a quarterly to monthly basis;
- Installation of monitoring wells, sensors and data loggers;
- Construction of up to ten (10) ground water monitoring wells about ~3m deep or a ~meter into the shallow groundwater;
- Installation of ten (10) mini piezometers.

See Exhibit B - Quality Assurance Project Plan (QAPP) for method details.

4. *The Work shall be coordinated in advance with Owner. EPA shall provide Owner a copy of the schedule for the Work that includes construction with a 72-hour notice prior to commencement. Work that relates to typical sample collection will be coordinated with the Owner prior to entry. Shorter notice may be desirable if collection that corresponds to weather or flow events for water sampling is pursued.* EPA will coordinate with the designated contact person or other identified staff each time access is needed, and every effort will be made to stay out of the way of routine operations. *The initial notice, any subsequent notices or communications shall be provided to:*

City of Norman and Norman Utilities Authority

Christopher A. Mattingly, Utilities Director

City of Norman
P.O. Box 370,
Norman OK 73070
(405) 366-5494
chris.mattingly@normanok.gov

and

U.S. Environmental Protection Agency:

Kenneth J. Forshay, Research Ecologist
919 Kerr Research Drive,
Ada, OK 74820
phone 580-436-8912
forshay.ken@epa.gov

5. Owner shall provide the Property to EPA in "as-is" condition. EPA has inspected the Property and is satisfied that it is fit for EPA's purpose. Owner shall not be responsible for repairing maintaining or removing any alterations to or installations on the Property by EPA or its Authorized Parties.

6. EPA's access to the Property is non-exclusive. EPA shall access the Property and perform the Work at all times so as not to unreasonably interfere with the use of the Property by Owner or any tenant, licensee or other occupant of the Property.

7. Upon the completion of either of the activities included in the Work on the Property or upon the expiration of this Access Agreement, whichever shall earlier occur, EPA's Authorized Parties shall restore the portions of the Property disturbed by the Work to the same or substantially similar condition, based upon photographs to be taken by EPA's Authorized Parties prior to the commencement of the Work, as existed prior to the commencement of the Work. The foregoing will not apply to any wells and appurtenances required to be maintained by EPA on Owner's Property.

8. Authorized Parties shall enter upon Owner's Property at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to acts or omissions of Owner, any lessee of Owner's Property, or any employee or agent of the Owner.

9. Nothing contained in this Access Agreement shall be deemed or construed to create the relationship of principal and agent. A memorandum of understanding of shared research interests describes the intended relationship between parties. See Exhibit C – Memorandum of Understanding between U.S. E.P.A. and City of Norman (MOU).

10. By giving consent, Owner does not waive or otherwise compromise its rights under federal, state or local law, nor under common law, with the exception of those rights waived in giving this consent.

11. This Access Agreement shall expire on December 31, 2028 unless earlier withdrawn, in which case notice of such withdrawal shall be made at least 30 days in advance. The expiration date may be extended by mutual agreement, confirmed in writing, prior to the expiration date.

12. This Access Agreement constitutes the entire agreement between the parties as to the access of the property and there are no agreements, representations or warranties not expressly set forth herein. This Access Agreement may not be changed or terminated orally but only by an instrument in writing signed by the party against whom enforcement is sought.

13. These terms, conditions, covenants, releases, provisions and undertakings shall be binding upon and inure to the benefit of the parties to this Access Agreement and their respective heirs, successors, representatives and assigns.

14. If any provision of this Access Agreement is held invalid under any applicable statute or rule of law, whether now existing or hereinafter passed or adopted, such invalidity shall not affect any other provision of this Access Agreement that can be given effect without the invalid provision, and, to this end, the provisions of this Access Agreement are declared to be severable. In such event, the particular provision held invalid shall be renegotiated and redrafted so as to comply with the particular statute or rule of law. In no event, however, shall this severability provision operate to as to alter in any material respect the basic understandings to the parties as to their respective obligations hereunder.

15. EPA, an agency of the federal government, shall be liable for claims, damages and injuries which may occur under this Access Agreement as provided in subsections a. and b. below:

- a. The Federal Tort Claims Act (28 U.S.C. 2671, 2680) provides coverage for damage or loss of property, or personal injury or death, caused by the negligent or wrongful act or omission of an employee of EPA while acting within the scope of his or her employment, under circumstances where EPA, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.
- b. If an employee of EPA is injured while acting within the scope of his or her employment, government liability for that injury will generally be dictated by the provisions of the Federal Employees Compensation Act (5 U.S.C. 1801)."

16. This Agreement and MOU will be governed by the laws of the State of Oklahoma.

The City of Norman and Norman Utilities Authority

U.S. Environmental Protection Agency

Larry Heikkla, Mayor and Chair

Greg Sayles, Ph.D.

Director

Center for Environmental Solutions and
Emergency Response

Title:

(Date)

(Date)

ATTEST:

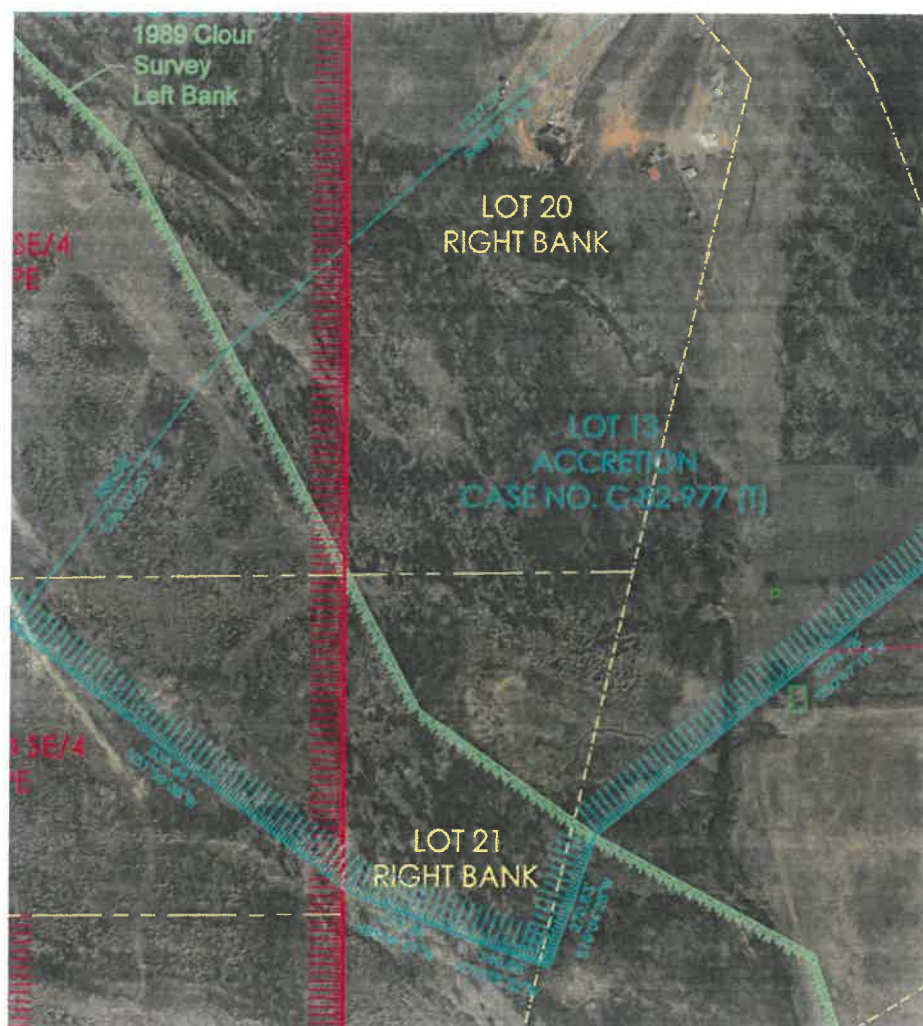
City Clerk

CITY OF NORMAN:

Approved as to form and legality this *17* day of *August* 2023.

Phil Beale, Assistant City Attorney

EXHIBIT A - Location of accessible floodplain and river area outside of the wastewater treatment plant facility.



File Attachments for Item:

31. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF MEMORANDUM OF UNDERSTANDING CONTRACT K-2324-62: BY AND BETWEEN THE CITY OF NORMAN/NORMAN UTILITIES AUTHORITY AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Chris Mattingly, Utilities Director

PRESENTER: Chris Mattingly, Utilities Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF MEMORANDUM OF UNDERSTANDING CONTRACT K-2324-62: BY AND BETWEEN THE CITY OF NORMAN/NORMAN UTILITIES AUTHORITY AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY.

BACKGROUND:

The Water Reclamation Facility (WRF) recently completed a pilot project that investigated treatment technologies to advance-treat Norman's wastewater to a quality that could be possibly recycled one day to Lake Thunderbird as an augmentation source. The pilot was very successful and our consultant is finalizing the report findings. The Bureau of Reclamation (BOR) funded \$700,000 of this project and are very interested in this pilot project since it is for one of the inland states that doesn't have the luxury such as coastal states that use reverse osmosis with the ability to discharge waste brine water to the ocean.

Additionally, the Bureau of Reclamation began working with the City of Norman to research the potential for constructed wetlands to be used in Norman to benefit Lake Thunderbird. They realize Lake Thunderbird is impaired from nutrients being washed in via stormwater. They also see how constructed wetlands could possibly play a role in treating wastewater as part of the desire to recycle water. Through their Science and Technology funding, they have compiled a partnership and research team between federal, state, and local agencies as well as our local university that are investigating how constructed wetlands could be implemented to achieve dual water supply and stormwater treatment benefits for the City of Norman and Lake Thunderbird.

The City of Norman owns land south of the WRF that is in the river alluvium and is being looked at to possibly install a miniature wetlands to perform treatment research. It is strategically located along the stream where the WRF currently discharges into the Canadian River. The University of Oklahoma has had one of their capstone classes perform preliminary soil sampling and water sampling and designed some potential miniature wetland layouts.

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This is all proposed at no cost to the City of Norman. The EPA has worked with our legal team and constructed a Memorandum of Understanding (MOU) and an Access Agreement that this work will operate under. Staff is in full support of this MOU and looks forward to the future data that will be collected.

RECOMMENDATION:

Staff recommends the NUA enter into this Memorandum of Understanding and the companion Access Agreement with the U.S. Environmental Protection Agency.



MEMORANDUM OF UNDERSTANDING

ON

Ecosystem Research on Water Reuse, Groundwater, and Surface Water Interactions to Evaluate Approaches that Improve Water Quality and Quantity with Nature-Based Infrastructure

BETWEEN THE

U.S. ENVIRONMENTAL PROTECTION AGENCY

AND THE

City of Norman & Norman Utilities Authority

I. PURPOSE/OBJECTIVES/GOALS

A. PURPOSE

The purpose of this MOU is to facilitate research cooperation and coordination between the U.S. Environmental Protection Agency's (USEPA) Office of Research and Development, Center for Environmental Solutions and Emergency Response, Groundwater Characterization and Remediation Division (U.S. EPA/ORD/CESER/GCRD) and the City of Norman ("CON") and the Norman Utilities Authority ("NUA"). In general, the parties intend to focus on research related to water reuse, groundwater, and surface water interactions to explore potential nature-based approaches like wetlands and restoration for improvements to water quality and quantity.

B. OBJECTIVES

Engage in research related to municipal wastewater reuse of treated discharge conveyed to nature-based environmental buffers, like wetlands, to better enhance the parties' understandings of water quality impacts in water reuse projects.

C. GOALS

Develop collaborative research and establish a site where the potential nutrient and water quality effects of nature-based solutions to water scarcity will enhance our ability to provide important scientific evidence about the groundwater, surface water, and water quality benefits of a nature-based constructed wetland solution for indirect potable reuse. This project also addresses using science to identify best practices to manage land and water resources to adapt to changes in the environment by conducting a comprehensive survey of reclamation water quality challenges in the context of research results from studies on constructed wetlands.

II. BACKGROUND

Water scarcity is an ongoing concern throughout the nation. The reuse of highly treated effluent can support the demands of water quantity of downstream users, provide habitat benefits, and protect water quality for river and receiving waters. This has led municipalities and states to move towards approaches that incorporate reuse to augment existing water sources. However, the public frequently opposes the notion of directly reclaimed water as part of their potable water supply, regardless of the degree of treatment at a water reclamation facility. Indirect potable reuse offers the advantage of an "environmental buffer" between the point of effluent discharge and entry into the potable water supply source. Naturally occurring physical, chemical, biogeochemical, microbiological, and ecological processes in the environmental buffer may also have beneficial effects on water quality. These nature-based solutions, particularly floodplain restoration and wetland construction, may be beneficial to support water quality, minimize pollutant loads and support greater habitat. Currently, case studies and scientific data on the effects of these nature-based solutions are scarce and guidance for permit writers or decision makers is limited.

In the state of Oklahoma and throughout regions with limited water supplies, novel applications of water repurposing and reuse are being developed. The benefits of additional water are clear; however, the effects of the reused water on existing water supplies and the receiving waterbodies would benefit from further study, data, and evaluation. At the City of Norman's wastewater treatment facility and surrounding properties, the parties intend to collaborate on research related to municipal wastewater reuse relevant to regions where wastewater reuse is a possible solution to water scarcity. Improved understanding of the interaction between surface and groundwater as well as chemical transformations of nutrients or other pollutants in treated discharge conveyed to these nature-based environmental buffers can help improve decision making and help better understand the potential risks and benefits.

The parties intend to focus on the area on and around the City of Norman where water demands are expected to grow. Lake Thunderbird, constructed in the early 1960s, provides Municipal and Industrial water to approximately 250,000 people. Norman anticipates that additional water supplies are necessary to support the city's growing demands, which is expected to double over the next 40 years. The City of Norman is working to increase water availability by repurposing treated water that is discharged to environmental water in a wetland and then distributed to Lake Thunderbird. This would increase reservoir storage, making more water available as demand grows. The research done at this site may show how wetland and other floodplain restoration activities may support protection of groundwater, surface water, and help meet designated use requirements. In this effort, the parties intend to perform and share research on the water quality and quantity effects of receiving water to evaluate approaches of effluent water reuse that incorporate wetlands and river floodplains with the intention to support practical and applicable decision making.

III. AUTHORITIES

USEPA enters into this MOU pursuant to Section 104 of the Clean Water Act, 33 U.S.C. 1254.

IV. ROLES AND RESPONSIBILITIES

A. CON/NUA staff intend to work with the USEPA scientists to coordinate research in such a way as to minimize any negative impact that USEPA activities might have on other users or activities at the wastewater plant and surrounding area. CON/NUA staff intend to work with USEPA science leads to plan

research activities, suggest viable alternatives that might be considered, identify the best means of access to possible sites and identify archived information that might be informative regarding the history or current condition or characteristics of possible sites for intensive scientific investigation. CON/NUA intends to provide access to USEPA scientists and staff to field and lab facilities at the wastewater treatment plant and surrounding area to install equipment including monitoring wells and loggers and collect research samples. CON/NUA intends to contact USEPA in a timely manner should it come to their attention that natural or man-made situations could impact the research activities.

B. USEPA intends to conduct ecosystem research on water reuse, groundwater, and surface water interactions to evaluate approaches that improve water quality and quantity with nature-based infrastructure for the next five field seasons beginning in March 2023 at CON/NUA wastewater treatment facility. USEPA staff intend to gather baseline data and evaluate extant data that might be available, collect data from instrumented above and below ground sensors, evaluate results of riparian vegetation and soil inventories, and interpret fine-grained information from remote sensing. USEPA intends to collect surface water, groundwater, and soil samples on a quarterly to monthly basis. These sampling efforts may take a few hours to all day long. Sampling may only be done at the site during working hours.

Data collection may require installation of monitoring wells, sensors and data loggers, routine field visits to download data, service equipment and sample collections. This work is going to be directed at evaluating what indicators or metrics are most appropriate to be used in characterizing and quantifying groundwater and surface water interactions and water quality. All information, documents and presentations relating to CON/NUA work is intended to be made available to CON/NUA soon after passing Quality Assurance review by USEPA.

USEPA's state-registered driller may install ten (10) ground water monitoring wells about ~3m deep or a ~meter into the shallow groundwater on site. USEPA may install another ten (10) mini piezometers (small hand driven wells that are temporary ½" tubing). USEPA may install the monitoring wells above grade with bollards or flush mount after consultation with CON/NUA's designated contact to determine what is best for the site. When the research is complete, USEPA may either remove or leave the monitoring wells on site after consultation with CON/NUA's designated contact.

As part of the well installation, USEPA may collect soil and shallow core samples at up to ten (10) sites. USEPA may also do a few or many hand cores, up to 0.25m depth in soil and sediments.

If USEPA determines collection and research work needs to be done on effluent prior to discharge or final treatment appropriate access, as needed, can be granted to USEPA in writing at that time.

USEPA will probably discharge well water to the surface as part of the collection efforts and there will be some loose soil from drilling. USEPA will make reasonable efforts to keep the work areas tidy after drilling and sampling.

USEPA staff intends to work on the efforts under this MOU with a strong sense of responsibility, cooperation, and respect. USEPA intends to minimize disruption to CON/NUA's routine operations and to request permission for all operations and access in advance from CON/NUA.

C. The current intended locations where CON/NUA and USEPA are conducting activities addressed in this MOU are located at the properties set out in Exhibit A.

D. It is the intent of USEPA and CON/NUA to collaborate in developing research plans, access to data, experimental designs, education and outreach information (i.e. charts, posters, presentation, public meetings) from the combined research that would be suitable for a variety of intended audiences, the overall purpose of which is expected to explain the concept of water reuse and activities at the site. The combined research collaboration is intended to lead to an improved combined mutual understanding of water reuse and nature-based solutions related to wastewater and wetland construction or restoration activities including peer reviewed publications. The parties intend to maintain two-way communications throughout the performance of this MOU.

V. LIMITATIONS

A. All commitments made in this MOU are subject to the availability of appropriated funds and each party's budget priorities. Nothing in this MOU, in and of itself, obligates CON/NUA or USEPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities. CON/NUA waive any claims for compensation for services rendered to USEPA for activities it undertakes in carrying out this MOU unless and except under prior mutual agreement by both parties. This MOU does not exempt CON/NUA from USEPA policies governing competition for assistance agreements.

B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate subsidiary agreements that will be effected in writing by representatives of both parties.

C. Except as provided in Section VII. INTELLECTUAL PROPERTY, this MOU is not legally binding and does not create any right or benefit, substantive or procedural, enforceable by law or equity against CON, NUA or USEPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside CON, NUA and USEPA.

D. Nothing in this MOU constitutes an endorsement by either party of the other, including any products or services, or any fundraising activity or promotion. CON/NUA agree not to make statements to the public in news releases, product brochures, on web sites or in any media that imply USEPA endorsement of CON/NUA products or services. In addition, The CON/NUA agree not to make statements that imply that USEPA supports its efforts to raise public or private funds. Any statements or promotional materials prepared by CON/NUA that describes this MOU must be approved in advance by USEPA. CON/NUA may make factual statements to the public that describe their cooperation with USEPA.

E. Nothing in this MOU alters the statutory, regulatory or other authority or responsibilities of the EPA. This MOU does not supersede existing agreements or restrict any future agreements between CON/NUA and the EPA.

VI. PROPRIETARY INFORMATION

To carry out the joint work resulting from this MOU, CON/NUA may need to disclose proprietary information to USEPA. For the purpose of this MOU, proprietary information is defined as commercial or financial information that an affected business claims to be confidential and is not otherwise available to the public. CON/NUA agree to clearly identify as such proprietary information disclosed to USEPA in writing; and to clearly memorialize in writing, within a reasonable time, any proprietary information initially disclosed orally. USEPA agrees not to disclose, copy, reproduce or otherwise make available in any

form whatsoever to any other person, firm, corporation, partnership, association or other entity information designated as proprietary information without consent of CON/NUA except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. § 552), and EPA's regulations at 40 C.F.R. Part 2, Subpart B, or as otherwise authorized by law.

VII. INTELLECTUAL PROPERTY

A. The parties agree that any copyrightable subject matter, including but not limited to journal articles, training, educational or informational material or software, created jointly by the parties from the activities conducted under the MOU may be copyrighted by CON or NUA. Further, if CON or NUA intends to disseminate the work(s) outside of the United States, CON or NUA may secure copyright to the extent authorized under the domestic laws of the relevant country. CON and NUA hereby grant to the U.S. federal government a royalty-free, worldwide, nonexclusive, irrevocable right to reproduce, distribute, publish, display or perform the work(s) publicly, to make derivative works and, in regard to all of the above-referenced uses, to authorize others to do the same on its behalf.

B. The parties agree that any patentable invention made pursuant to the terms of this MOU will be owned by the inventing party in accordance with U.S. patent law. The parties further agree that any patentable invention made jointly by both parties will be owned by both parties as co-owners in accordance with U.S. patent law. Respective rights in inventions made pursuant to the terms of this MOU may be assigned or licensed under a separate agreement.

VIII. QUALITY ASSURANCE

For collaborations that involve scientific research, USEPA intends to implement the Agency's Environmental Information Quality Policy (CIO 2105.1). Participants and USEPA will collaboratively develop quality planning documentation (e.g., a Quality Assurance Project Plan (QAPP)), or equivalent) that satisfactorily meets quality program standards such that the research produces environmental information of known and documented quality.

IX. POINTS OF CONTACT

The following individuals are designated points of contact for the MOU:

U.S. Environmental Protection Agency:

Kenneth J. Forshay,
919 Kerr Research Drive,
Ada, OK 74820
phone 580-436-8912
forshay.ken@epa.gov

City of Norman and Norman Utilities Authority

Christopher A. Mattingly,
City of Norman
P.O. Box 370,
Norman OK 73070

(405) 366-5494
chris.mattingly@normanok.gov

X. MODIFICATION/DURATION/TERMINATION

This MOU will be effective when signed by all parties. This MOU may be amended at any time by the mutual written consent of the parties. The parties will review this MOU every 5 years to determine whether it should be revised, renewed, or cancelled. This MOU may be terminated by either party at any time by one party notifying the other party in writing 90 days in advance of the termination date.

XI. APPROVAL

The City of Norman and Norman Utilities Authority

U.S. Environmental Protection Agency

Larry Heikkla, Mayor and Chair

Greg Sayles, Ph.D.

Director

Center for Environmental Solutions and
Emergency Response

Title:

(Date)

(Date)

ATTEST:

City Clerk

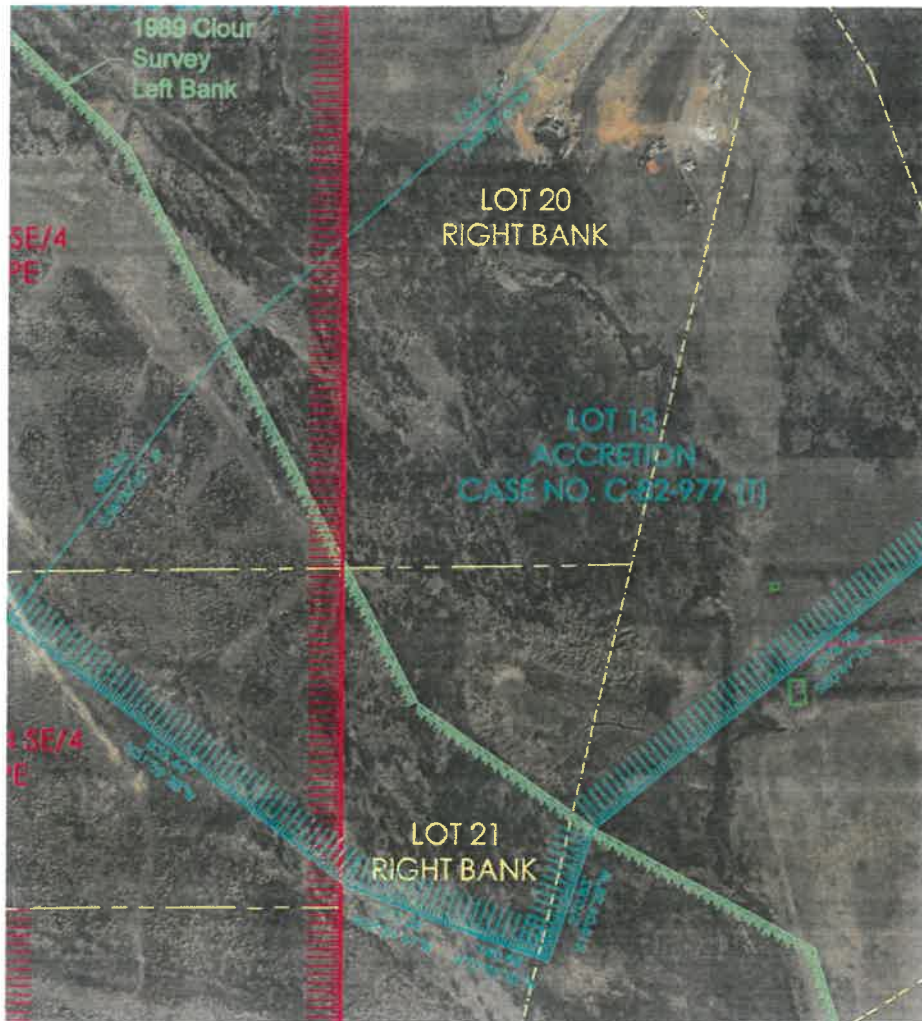
CITY OF NORMAN:

Approved as to form and legality this 17 day of August 2023.


City Attorney

EXHIBIT A

Location of accessible floodplain and river area
outside of the wastewater treatment plant facility.



QUALITY ASSURANCE PROJECT PLAN

Office of Research and Development
Center for Environmental Solutions & Emergency Response
Groundwater Characterization & Remediation Division

Nature based infrastructure for water reuse in floodplain river systems**EPA Project Lead:**

EPA Project Lead: Ken Forshay

Project Type: Measurement

QA Category B

Intramural

Revision Number: 0

Date: 03/01/2023

Prepared By:

Ken Forshay

QA Tracking ID:

K-GCRD-0033866-QP-1-2

Approval Page

QA Project Plan Title:	Nature based infrastructure for water reuse in floodplain river systems		
QA Activity Number:	K-GCRD-0033866-QP-1-2		
If Intramural or Extramural, EPA Project Approvals			
Name: EPA Project Lead: Ken Forshay	Signature/ Date:	Forshay, Ken	Digitally signed by Forshay, Ken Date: 2023.03.01 15:41:55 -06'00'
Name: Lead's Supervisor: David Burden	Signature/ Date:	DAVID BURDEN	Digitally signed by DAVID BURDEN Date: 2023.03.07 17:50:56 -06'00'
Name: QA Manager: Mustafa Bob	Signature/ Date:	MUSTAFA BOB	Digitally signed by MUSTAFA BOB Date: 2023.03.08 09:19:02 -06'00'
Name:	Signature/ Date:		
Name:	Signature/ Date:		
Name:	Signature/ Date:		
If Extramural, Contractor Approvals			
Name:	Signature/ Date:		
Name:	Signature/ Date:		
Name:	Signature/ Date:		
Name:	Signature/ Date:		

A.2 Table of Contents

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Table 1. Acronyms

EPA	Environmental Protection Agency
ORD	Office of Research Development
CESER	Center for Environmental Solutions and Emergency Response
GCRD	Groundwater Characterization and Remediation Division
TSERB	Technical Support and Environmental Restoration Branch
OK	Oklahoma
UC Davis	University of California, Davis
SOP	Standard Operating Procedure
QAPP	Quality Assurance Project Plan
QAM	Quality Assurance Manager
QA	Quality Assurance
QL	Quantitative Limit
RPD	Relative Percent Difference
GC	Gas Chromatography
IRMS	Isotope Ratio Mass Spec
DEA	Denitrification Enzyme Activity
PDB	PeeDee Belemnite
VSMOW	Vienna Standard Mean Ocean Water
NIST	National Institute of Standards and Technology
IAEA	International Atomic Energy Agency
STICS	Scientific and Technical Information Clearance System
ANOVA	Analysis of Variance
GLM ANOVA	General Linear Model Analysis of Variance
GF/F	Glass Fiber Filter
HDPE	High-Density Polyethylene
ORP	Oxidation-Reduction Potential
LDO	Luminescent Dissolved Oxygen
FS	Field Sheet

SECTION A – PROJECT MANAGEMENT

(A.1 and A.2 are previously provided as Approvals page and Table of Contents)

A.3 Distribution List

Quality Assurance (QA) Project Plans and Standard Operating Procedures (SOPs) shall be controlled (through documented approvals) as required by Section 5.3 of the Office of Research and Development (ORD) Quality Management Plan. The project lead will be responsible for distribution of the current signed approved version of the QA Project Plan to project participants shown in Section A.4. Signed approved versions of SOPs will be available to project staff through the ORD@Work SOP intranet site. Signature approved electronic copies of this QA Project Plan, SOPs, and any associated QA assessment reports, will also be maintained in ORD QA Track.

The project lead will also be responsible for timely communications with all involved participants and will retain copies of all management reports, memoranda, and facilitate correspondence between research task personnel. Table 2 serves as the distribution list and summary of project participants. Table 2 also lists responsibilities of the participants.

Ken Forshay, Research Ecologist
U.S. Environmental Protection Agency, Office of Research and Development
Center for Environmental Solutions and Emergency Response
Groundwater Characterization and Remediation Division
Technical Support and Environmental Restoration Branch
919 Kerr Research Dr.
Ada, OK 74820

David Burden, Branch Chief
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Russell Neill, Field Director
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Katherine Buckler, Research Assistant
U.S. Environmental Protection Agency, Office of Research and Development

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Mustafa Bob, QA Manager
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Cherri Adair, Health and Safety Manager
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Center for Environmental Solutions and Emergency Response
Groundwater Characterization and Remediation Division
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Ada, OK 74820

A.4 Project/Task Organization

Table 2. Project Participants and Responsibilities

Name	Organization	Role	Responsibility	Distribution List
Ken Forshay	EPA/ORD/CESER/ GCRD/TSERB	Project Lead	<ul style="list-style-type: none"> Principal Investigator Project Management QAPP preparation Sample collection and analysis Data reduction/validation/ analysis Report preparation Ensuring the project adheres to the project QA requirements as described in this QAPP 	Yes
Mustafa Bob	EPA/ORD/CESER/ GCRD/IO	QA Manager	<ul style="list-style-type: none"> Oversight of QA program implementation 	Yes
Cherri Adair	EPA/ORD/CESER/ GCRD/IO	Health and Safety Manager	<ul style="list-style-type: none"> Oversight of health and safety implementation 	Yes
David Burden	EPA/ORD/CESER/ GCRD/TSERB	Branch Chief	<ul style="list-style-type: none"> Project administration Budget oversight 	Yes
Russell Neill	EPA/ORD/CESER/ GCRD/TSERB	Field Director	<ul style="list-style-type: none"> Field sampling Equipment maintenance Data collection 	Yes
Katherine Buckler	ORAU	NSSC	<ul style="list-style-type: none"> Field Preparation Field sampling Equipment maintenance Data collection 	Yes

Experimental and analytical support for this project is provided by US Environmental Protection Agency, Office of Research and Development, Groundwater Characterization and Remediation Division (GCRD). Analytical support for general parameter measures will be performed by GCRD General Parameters lab, gas analyses will be performed by the GCRD General Parameters, and isotope measures will be performed by GCRD (stable isotopes of H and O in water) and the UC Davis stable isotope facility (stable isotopes of N, O, and C). We will coordinate with other institutions and amend the QAPP as needed.

A.5 Problem Definition and Background

The use of nature-based infrastructure including naturally occurring, restored, or constructed wetlands in and around river floodplains are thought to provide beneficial ecosystem services that can improve water quality (e.g. Forshay and Stanley 2005, Narr et al. 2019, Forshay et al. 2022). Municipalities across the U.S. are challenged with the ongoing demand for safe and sustainable potable water as well as ever increasing requirements to improve wastewater quality to near potable levels. This has stimulated the consideration of reuse of treated wastewater effluent for credit toward potable reuse. By moving highly treated effluent through nature-based infrastructure the potential for indirect potable reuse is possible with nature-based infrastructure that can facilitate the reuse of discharged water. The City of Norman is working to improve the quality of their wastewater discharge and desire to increase water availability and quantity by moving discharge from one receiving system, the Canadian River to an existing multi use reservoir. Lake Thunderbird provides municipal and industrial water to approximately 250,000 customers in Norman, Midwest City, and Del City, Oklahoma. During times of drought, water reserves in Lake Thunderbird become depleted, potentially leaving the reservoir too low to provide for the designated use. One proposed method to combat deficiency is an Indirect Potable Reuse (IPR) project where treated municipal wastewater is diverted into Lake Thunderbird from the City of Norman Water Reclamation Facility via Dave Blue Creek, then blended with existing reserves before redistribution to the Water District. A constructed floodplain wetland may be constructed to connect treated effluent with biogeochemically active wetland system before entering Lake Thunderbird. (Figure 1)

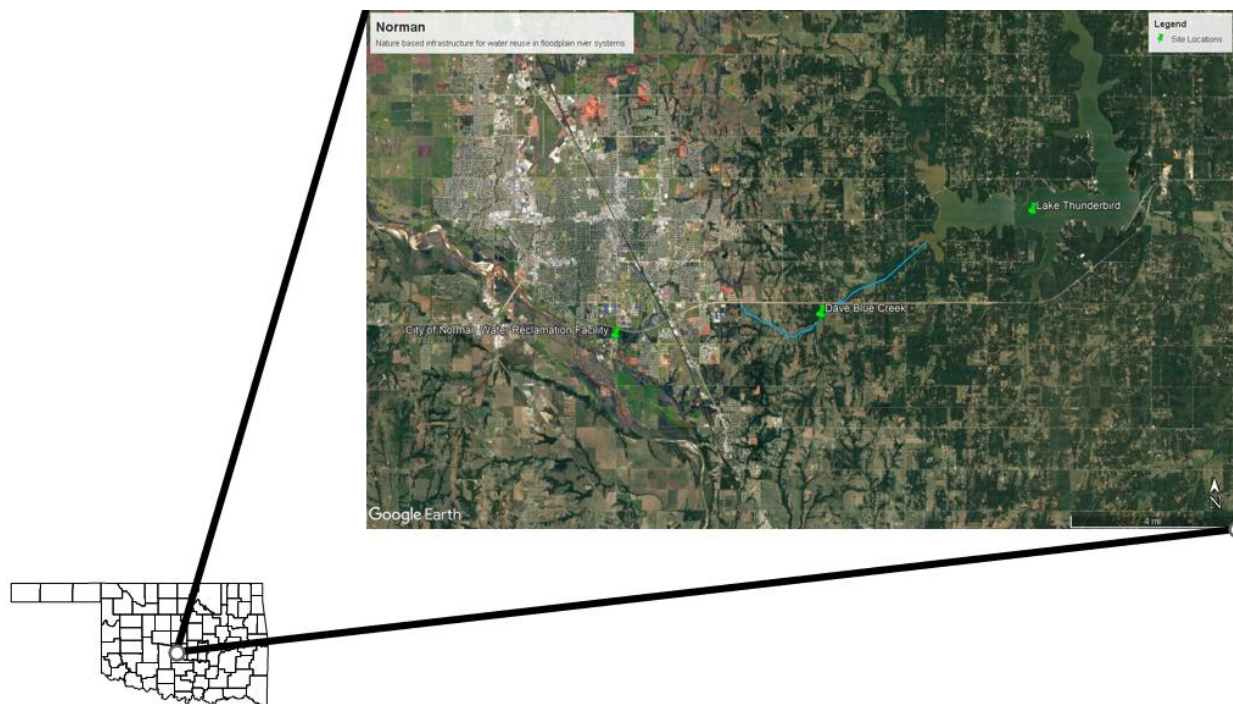


Figure 1. Approximate area of research. Green markers indicate the treatment facility, Dave Blue Creek, and Lake Thunderbird.

The concern is that excess nutrients including nitrate-nitrogen (NO_3^- -N) and phosphate (PO_4^-) threaten ecosystem and human health. River ecosystems and lakes, like Dave Blue Creek and Lake Thunderbird, are subject to elevated nitrogen (N) and phosphorus (P) inputs and possess limited capacity to remove nutrients within the main channel or within inland groundwater systems due to hydrologic flow paths that allow limited contact with reactive substrates (benthic sediments or plant root zones). Floodplain wetlands are critical habitats that may support elevated nutrient retention of enriched watersheds by effectively increasing contact of NO_3^- -N and nutrients with areas of biogeochemically active sediments or plant root zones. Both surface sediments and subsurface hyporheic sediments within floodplain wetlands can increase surface area for N removal by connecting hydrologic flow paths carrying NO_3^- -N rich waters with active denitrification zones. Floodplain wetlands can also be zones of P uptake due to plant growth and abiotic retention. Restoration of large river floodplains and installation of wetlands is a potential means for increasing this interaction between NO_3^- -N, P, and nutrient rich water with biogeochemically active substrates.

The expansion of floodplain wetland areas during restoration increases interaction between water inputs from both upland and river sources, but also provides opportunities for municipal discharge to floodplain areas. For example, when wastewater treatment plants are located near restored floodplains, they may choose to discharge onto the floodplain rather than directly into the river. This can add diverse ecosystem services and water purifying benefits. However, the result of these restoration practices and discharge on nutrient pollution is still uncertain. Understanding the biogeochemical repercussions of redirecting wastewater treatment effluent onto floodplains is a primary goal in assessing the consequences of floodplain restoration. These

restoration activities (including the discharge of treated effluent onto the floodplain), provide a valuable opportunity to assess restoration consequences for N and P removal in floodplain ecosystems. The goal of this research is to provide information about how floodplain restoration and modifications of hydrologic connectivity may enhance ecosystem services related to nutrients and the overall ecological condition of stream and river ecosystems. We will identify biogeochemical N removing hotspots in a floodplain-river system based on denitrification potential and hydrologic connectivity that may create large N or P sinks that could be implemented along large river floodplain complexes to enhance ecosystem services when restoration is desired with the goal of evaluating the benefits of nature-based infrastructure to support indirect potable reuse.

There is a critical need to determine how N and other nutrient removal ecosystem services occur in response to floodplain wetland construction, as the results of these nature-based practices on nutrient processing are not well established. This study will be conducted along Dave Blue Creek and the Canadian River in Norman, Oklahoma. Dave Blue Creek is a tributary of Lake Thunderbird in Oklahoma. Land use around Dave Blue Creek consists of primarily agricultural and urban land uses. The restoration is managed primarily by the City of Norman. We will evaluate nutrient composition in the surface water and shallow groundwater and measure the denitrification potential of several of these key habitats before and after restoration.

A.6 Project Description and Objectives

The objective of this work is to use quantitative and qualitative methods to determine N and P nutrient dynamics in the surface and subsurface, perform denitrification and other biogeochemical measurements, soil respiration measurements, nutrient monitoring, hydrologic monitoring, estimates of N and P removal rates at the surface and subsurface will be developed, and determine what controls denitrification and P retention in river floodplains undergoing restoration and treated effluent discharge. We will 1) identify critical floodplain wetland characteristics that support N and P retention in the surface and subsurface sediments that can be promoted in these novel nature-based solutions with treated effluent discharge, 2) develop denitrification and respiration estimates within select habitats of the Dave Blue Creek floodplain, and 3) determine limiting factors such as nitrate, carbon, and/or hydrological factors that dictate the capacity of these habitats to support N and P retention. These results are intended to contribute to the development of approaches to quantify, protect, and manage ecosystem services (the outputs of ecosystem processes that contribute to human well-being) derived from nature-based infrastructure.

Specific questions

- Does a nature-based wetland system enhance nutrient removal?
- Do wetland areas of a floodplain act as sources of organic carbon and thus hotspots of nutrient retention or sources of greenhouse gasses like nitrous oxide and methane in floodplain ecosystems?
- Does surface and groundwater hydrology control nutrient processing in these systems?
- Does discharge of treated effluent to floodplains alter water quality?

Hypotheses

- Organic carbon availability will correlate with bioavailable N negatively and P positively in shallow groundwater due to biogeochemically mediated redox relationships.
- The less frequently wetted areas will have lower carbon content, which will cause incomplete denitrification and decrease available ortho phosphorus.
- Variability in annual hydrologic regime alters hyporheic flowpath both in and out of the floodplain hyporheic zone, which controls nutrient concentration in the subsurface.
- Geomorphic structures that retain carbon and receive nitrate are capable of elevated denitrification rates but may release ortho phosphorus.
- Denitrification in newly constructed floodplain wetlands will develop quickly and provide enhanced N retention as organic carbon accumulates, where retention is defined as the difference between inflow and outflow of N moving through the aquatic system.
- Hotspots of denitrification and other biogeochemical activity will occur in the subsurface because they concentrate organic matter and substrate for retention of N.
- Nature-based wetland construction activities that enhance organic carbon accumulation and improve denitrifying substrates may enhance denitrification but increase dissolved P therefore attention to P retaining processes like plant uptake will be critical for success.

TABLE 3. Gantt chart of expected timeline.

Activity	2023	2023-2024 (Following QAPP Approval)	2025-2029
QAPP Preparation and Approval			
Site Selection/ Method Development			
Sample Collection			
Data Analysis			
Writing			

QAPP Preparation and Approval will be completed March 2023. Sample collection at the Norman Water Reclamation Facility and Dave Blue Creek constructed wetland sites will begin in ~the summer of 2023 and will continue for approximately 20 quarterly sample periods (~5 years), followed by data analysis and writing. (Table 3)

A.7 Special Training/Certification

No special training or certifications will be required for completion of this project. Sampling methodologies will be found in subsequent sections of this QAPP. Additional guidance can be found in Standard Operating Procedures (SOPs), listed in this QAPP.

A.8 Documents and Records

Research activities must be documented according to the requirements of ORD QA Policies titled *Scientific Recordkeeping: Paper*, *Scientific Recordkeeping: Electronic*, and *Quality Assurance/ Quality Control Practices for ORD Laboratory and Field-Based Research*, as well as requirements defined in this QA Project Plan. The ORD QA Policies require the use of research notebooks and the management of research records, both paper and electronic, such that project research data generation may continue even if a researcher or an analyst participating in the project leaves the project staff.

Electronic Records shall be maintained in a manner that maximizes the confidentiality, accessibility, and integrity of the data. ORD PPM Section 13.6 provides guidance on the maintenance of electronic records for ORD.

Electronic project records will be maintained by the project lead on the ORD network drive:

<https://usepa.sharepoint.com/:f:/r/sites/ForshayResearchGroupEnhancementTeam/Shared%20Documents/General/NormanWetland?csf=1&web=1&e=Dax7Er>

Environmental Protection Agency (EPA)/Forshay Research Group Enhancement Team – Documents/General/NormanWetland

Records retention:

Records that are generated under this research effort will be retained in accordance with EPA Records Schedule 1035, and as required by Section 5.1 of the ORD Quality Management Plan for QA Category B Projects.

Paper records will be generated using data sheets found in Appendix 2 and will be stored in a records binder, currently located in RSKERC 356.

SECTION B – DATA GENERATION & ACQUISITION

B.1 Experimental Design

The research at the City of Norman Water Reclamation Facility at the Canadian river and along Dave Blue Creek will provide a unique opportunity to study river floodplain wetland infrastructure and provide insight to the nutrient and biogeochemical composition of sediment and water in nature-based systems. This site can be used to inform decision making with respect to ecosystem services, particularly water quality management. The Dave Blue Creek site is near the City of Norman Water Reclamation Facility and actively being developed for research and teaching by the University of Oklahoma. Floodplain wetland construction to first include pilot scale installations will occur at the site as well as the movement of effluent discharge as part of

the construction activities. This discharge will travel across the floodplain to a pond wetland near the river instead of being released in the center of the channel.

During each of the water / sediment sampling events at the Norman floodplain on the Canadian River and Dave Blue Creek site, the sampling strategy will include up to 50 sediment samples to estimate denitrification rates within the floodplain ($n = 50$), up to 20 quarterly events. Surface and well water from up to 30 locations and sediment from cores will be collected with an additional 10% (~every 10th sample) collected as duplicates for QC of each sample. Surface water sites are to be determined in the field as available, up to 10 locations, but will be preferentially collected near ground water monitoring well locations.

In order to evaluate the influence of habitat type on denitrification and nutrient composition in sediments and soils as well as deeper samples, the sampling strategy will include collecting samples from the top 10 cm and deeper core samples at up to 50 sites, stratified across dry and wet habitats. The sediment sample locations will be determined in the field to collect representative samples based on field observed factors. Sediment will be sampled at the site near Dave Blue Creek as shallow cores to compose an elevation gradient that includes diverse geomorphic structures. Actual sample collection location will be based on professional judgment in the field to include: 1) surface, shallow aquifer, and wet habitats inside/outside the construction or discharge areas.

The number of groundwater-monitoring wells and surface water sites at the Norman location has yet to be determined, but we will likely sample up to 20 wells and 10 surface water sites after and prior to construction. The location of the wells will include areas inside and outside the constructed wetland, both upstream and downstream along anticipated flowpath based on topographical observation. Wells in Norman will have 2" pvc well casings with 6" boreholes that are sand packed and sealed with bentonite. Samples will be collected once each season after installation (~ summer 2023) for 5 years ($n = 20$ collection periods) in Norman.

See Appendix 2 for description of numbers of bottles, bottle types, and QC samples to be taken for water samples.

Sediments, soils, ground water, and surface water in and around the floodplain represent the possible nutrient pools for excess nutrients and provide insight into the dynamics of nutrient processing that occurs within the floodplain. Although direct process measures in the field are developing, episodic sample collection and laboratory-based assays can provide broad insight into the nutrient and biogeochemical dynamics occurring in the floodplain.

B.2 Process Measurements

Process measurements will follow those described in QAPP_K-GCRD-0018423. Methods are as follows:

Denitrification estimates

Denitrifying Enzyme Activity in Sediments: Sediment denitrification assays will be performed using the denitrification enzyme activity method, acetylene block technique (Tiedje et al. 1989,

Holmes et al. 1996, Groffman et al. 1999). This approach has been used successfully in previous floodplain studies (e.g. Forshay and Stanley 2005). The procedure is described in K-GCRD-SOP-1398-0. We will use 4.7 cm diameter cores to transfer the top 5 cm for surface sediments and 5 cm at known depth for hyporheic zone measurements into 250ml microcosms fitted with a gas-tight lid and gas sampling septum. To estimate denitrification rates, ambient river water or deionized water will be used during sediment incubations. Amendments of organic carbon (dextrose), and NO_3^- -N (KNO_3) will be added in a factorial design to determine potential denitrification and limiting nutrient. We will use chloramphenicol to inhibit de-novo enzyme production, which provides a reasonable estimate of in-situ denitrification rates in NO_3^- -N rich systems (Bernot et al. 2003, Groffman et al. 2006). Nitrous oxide gas will be sampled at approximately 10 minutes and one hour to determine denitrification rates during the linear phase of nitrous oxide evolution. Sediment will be dried and weighed to determine denitrification rates on a per unit sediment mass basis.

Sediment from each site will also be KCl extracted to determine bound nitrate and ammonium and dissolved organic carbon content using aqueous extracts from the sediment. To determine organic matter fraction of sediments the dried sediments will be combusted at 500°C and weighed. The loss of mass is the organic matter fraction and will be correlated with organic carbon samples from those sediments. For up to four seasonal sampling dates we will collect cores from habitat types that incorporate elevation gradient. Incubations will be carried out at temperatures within 2 ° C of field temperatures.

Respiration estimates in Sediments

Sediment respiration rates will be measured using a modified version of the Denitrification Enzyme Activity (DEA) assay K-GCRD-SOP-1398-0. An SOP will be developed specifically for this measurement or the DEA method will be modified to include this approach. In brief, sediment samples will be used to perform slurry incubations with deionized water in sealed jars with septa lids. CO_2 accumulation over time will provide the indicator of respiration rate. CO_2 samples will be collected and handled much like the N_2O samples in the DEA assays without additional chemicals other than water added to the slurry and without evacuation* (* TBD depending on sensitivity of the assay). Those CO_2 samples will be collected in gas tight vials and analyzed as bulk CO_2 to provide an indicator of aerobic respiration. The calculations for total respiration will be developed as part of the SOP. Rates will likely be reported as mass per unit dry weight or unit area.

Isotopes of Nitrate and Water

Denitrification can cause enrichment of ^{15}N in nitrate. Oxygen and hydrogen isotopes in water can be used to indicate the source (river or groundwater) of the shallow groundwater. Therefore, comparisons of ^{15}N in nitrate and both hydrogen and oxygen isotopic ratios of hyporheic water, groundwater, and the river channel produce an indicator of where the water in shallow groundwater wells is coming from and how much denitrification is occurring. These measures are mostly qualitative with respect to actual denitrification rates, but relative comparisons between hyporheic water sites or along hyporheic flowpaths can provide evidence for the occurrence of denitrification. This information will supplement our understanding of denitrification rates based on the more quantitative, but also more labor-intensive acetylene

block measures of denitrification. We will collect samples from each well, the main channel of the river, and if available, surface water from the habitat types to be analyzed for ^{15}N of nitrate and both O and H isotopes of water. See table 5.

Push-pull (in-situ) Method

Denitrification rates will be measured in groundwater by quantifying *in situ* the conversion of isotopically enriched nitrate to gaseous forms (Addy, 2002, J-WECD-ECB-SOP-990-1). Mini-piezometers will be installed using a Bosch Hammer Drill in 12 locations at each site in Norman that encompass an elevation gradient in addition to other relevant site-specific gradients. 10.5 L of groundwater will be pumped from each well on day 1. On day 2, ambient ^{15}N will be sampled and dissolved oxygen concentrations will be measured in each well. 160 ml of a ‘master solution’ (128 ml of 28.873 g KNO_3 in 2 L of deionized water + 32 ml of 13.48g $^{15}\text{N-KNO}_3$ in 1 L of deionized water) will be added to 9.84 L of the previously collected ground water sample to create a ‘dosing solution’. This solution will be bubbled with sulfur hexafluoride for approximately 20 minutes to reduce the dissolved oxygen concentrations to those of the ambient ground water and then slowly pumped into the mini-piezometer. The dosing solution will be sampled 1/3 and 2/3 of the way through the ‘push’ process to ensure ambient DO is maintained. After 4 hours, 3 L of groundwater will be slowly pumped back out of the well and sampled at 0.5 L intervals. Helium will be added to the headspace of all samples directly after the ‘push’ and ‘pull’. Nitrogen may be substituted for He in headspace in the field when denitrification rates are expected to be low because the enrichment of gas is compared by difference and very low concentrations of N_2 may limit isotopic analysis. After allowing the headspace to equilibrate for 24 hours at 4 °C, the headspace will be sampled, placed into a pre-evacuated, 6 ml exetainer, and sent to Kerr Lab for GC/ μECD analysis of nitrous oxide and sulfur hexafluoride in gaseous samples (K-GCRD-SOP-3458-0) and to UC Davis for isotopic analysis of $^{15}\text{N}_2\text{O}$ and $^{15}\text{N}_2$. Either two 6ml aliquots (2 vials) or one 12ml vial are over pressurized to 14ml to facilitate the 1-2ml sample collected for GC. The sample is then brought back to 4°C and vented prior to analysis at UC Davis. The venting would approximate one atm of pressure remaining in the vial and allow the complete vial purge used by the stable isotope analysis to represent the mass and volume of the headspace subsample of push-pull solution equilibration. Nine to 12 additional liters of groundwater will be removed from each well after the ‘pull’ and stored in a carboy to ensure that all the tracer is removed from the well. Estimates of *in situ* denitrification rates will be calculated based on the production of enriched $^{15}\text{N}_2\text{O}$ and $^{15}\text{N}_2$ gases relative to sulfur hexafluoride retrieval.

B.3 Sampling Methods

Sampling methods will follow those described in QAPP_K-GCRD-0018423. Methods are as follows:

Ground Water

See Appendix 1, ‘Ground Water Monitoring Sampling’ for a detailed description of the sampling procedure. Groundwater samples will be collected via peristaltic pump from wells directly into HCl acid washed and DI rinsed polyethylene bottles and are filtered or not, depending on the sample, and preserved as described in Appendix 2.

Water samples for dissolved gas samples will be collected directly into sealed septa vials (e.g. exetainers or serum bottles) in the field without headspace and without filtering.

Samples with 48 hour holding times (i.e. ortho phosphorus and nitrate) may be frozen for preservation if analyses cannot be completed in 48 hours which has been shown to be effective in low calcium carbonate and low DOC waters (Avanzino and Kennedy 1993, Fellman et al. 2008) and we will document a frozen vs. unfrozen comparison of several representative samples if needed.

Surface Water

Surface water samples will be collected by submerging bottles in water avoiding sediment plumes. Three rinses of source water will be done in the field for each sample collection. Sample bottles and preservation as well as filtration will be identical to ground water samples.

Sediment

Sediment samples for denitrification assays will be collected as 4.7 cm diameter x 5-10 cm deep cores or surface shoveled from the top 10 cm and subsamples for sediment analyses will be taken from those cores or bags. Deeper cores will be collected by geoprobe drill rig and sectioned for analyses. Samples will either be placed in plastic bags on ice or left intact depending on the need for discrete depth identification.

Sample containers

See Appendix 2 (water only)

Sample preservation requirements

See table 2 (includes sediment) and Appendix 2.

Sample identification

Samples will be noted with a unique site ID, date, replicate number, and initialed in the field upon collection or in the lab when appropriate.

B.4 Measurement Procedures

Measurement Procedures will follow those described in QAPP_K-GCRD-0018423. Procedures are as follows:

See Table 5 for SOPs and methods to be used.

See B.2 for discussion of procedures for Denitrifying Enzyme Activity, Respiration Estimates, and Push-Pull.

Hydrologic water level

Water level in monitoring wells will be monitored manually via electric tape to the nearest 3 millimeters prior to sampling. Water level loggers will also be used for continuous monitoring

between sampling events, models to be determined based on availability (K-GCRD-SOP-1132-0 and K-GCRD-SOP-1134-0 will be used). See Appendix 1.

Water and dissolved gas sample protocols and analysis

Measures of pH, ORP, Temp, Specific Conductance, DO, and turbidity will be performed in the field using handheld meters calibrated daily. In-house analyses by the RSKERC General Parameters lab will be performed on aqueous samples for general parameters (Br^- , Cl^- , I^- , o-P, SO_4 , NO_3 , NO_2 , NH_4 , TKN, TDN, TP, TDP, TOC, DOC, DIC, TIC, alkalinity) (See Table 5). Dissolved metals will be collected and analyzed using K-GCRD-SOP-1154-1. Dissolved gas samples (N_2O , CH_4 , CO_2 , and H_2) will be collected from wells and surface water brought to the lab in gas-tight septa vials (12 mL exetainers or 60 mL serum bottles) and analyzed under K-GCRD-SOP-1160-0 and K-GCRD-SOP-1088-5. Total organic carbon (TOC), Total inorganic carbon (TIC), dissolved organic carbon (DOC) and dissolved inorganic carbon (DIC) will be analyzed using K-GCRD-SOP-1165-0. TOC and TIC water samples will be placed in a 40 mL VOA vial, while DOC and DIC samples will be passed through a pre-combusted nominal $0.7\ \mu\text{m}$ GF/F filter before being poured into a VOA vial. As a note, glass fiber filters are used because other membrane filters may contaminate due to the intrinsic carbon content of the filter. See Table 5.

Carbon, Nitrogen, and Stable Isotope Analyses

Stable isotopes of water (H and O) will be determined using K-GCRD-SOP-1137-1 with a Picarro cavity ring-down spectrometer. Stable isotopes of ^{15}N from nitrate will be analyzed using biotic conversion of nitrate to nitrous oxide. This will provide ^{18}O and ^{15}N from nitrate. Currently, there is no internationally accepted N_2O standard for isotope ratios, thus the ratios of ^{15}N and ^{18}O from a reaction N_2 with CO_2 based on PDB (PeeDee Belemnite) and Air standards at the UC Davis stable isotope lab will be used. Two working standards are analyzed every 10 samples. The working standards are mixtures of N_2 and N_2O (e.g., 3% N_2 + 1 ppm N_2O with the balance He or 1 ppm N_2O with balance N_2). The N_2 is calibrated against an Oztech N_2 standard ($\delta^{15}\text{N}$ vs air = -0.74). UC Davis calibrated ^{15}N and ^{18}O by reacting the N_2O with glassy carbon at 1400°C to convert N_2O to N_2 + CO . The resulting N_2 was calibrated against the Oztech N_2 standard and the CO was calibrated against an Oztech CO_2 standard (after converting CO_2 to CO in a similar manner).

Sediment samples are dried and then analyzed for POC (particulate organic carbon), PN (particulate nitrogen), ^{13}C , and ^{15}N content. Bulk PC, POC (with acidification thereby converting inorganic carbon to CO_2), and PN samples are analyzed on a Europa Hydra 20-20 continuous flow isotope ratio mass spectrometer at the University of California Davis Stable Isotope Facility. Before analysis, the sediment samples will be dried at 50°C for 48 hours and stored in desiccators prior to shipping. Prior to sample processing Leco brand soil standard samples for %C and %N are included every 10-15 samples. During analysis, samples are interspersed with several replicates of at least two different laboratory standards by UC Davis. These laboratory standards, which are selected to be compositionally similar to the samples being analyzed, have been previously calibrated against NIST Standard Reference Materials (IAEA-N1, IAEA-N2, IAEA-N3, USGS-40, and USGS-41). UC Davis uses laboratory standards suitable for the types

of samples and their C and N content, including NIST 1547 peach leaves, NIST 1577b bovine liver, acetanilide, cellulose, glycine, sucrose, and ammonium sulfate. It is possible to measure each sample package only once so replicate measurements require replicate samples.

All isotope ratios $^{13}\text{C}:^{12}\text{C}$, $^2\text{H}:^1\text{H}$, $^{18}\text{O}:^{16}\text{O}$, and $^{15}\text{N}:^{14}\text{N}$ will be reported as a per-mil difference between the ratio of the sample to the standard (PDB, VSMOW, and AIR depending on the media):

$$\delta\text{‰} = [\text{R}_{\text{sample}}/\text{R}_{\text{std}} - 1] \times 1000.$$

Calibration Procedures

Calibration procedures as well as quality control measures for lab-based measurements are discussed in their respective SOPs, see Table 5.

Field measures of dissolved oxygen, ORP, specific conductance, temperature, and pH, will be performed using a handheld meter using the protocol specified in the meter manufacturer's documentation and K-IO-SOP-1260-2. Meters are calibrated daily before use and calibration is checked at the end of the day. See attached 'Calibration Data Sheet' for these checks and associated acceptance criteria. Also see attachment, 'Calibration Solutions Used' to document lot numbers, expiration dates, etc.

B.5 Quality Control

Table 4. Field QC

QC Sample	Purpose	Method	Frequency	Acceptance Criteria/ Corrective Actions
Equipment Blanks	Assess contamination from field equipment, sampling procedures, decon procedures, sample container, preservative, and shipping.	Apply only to samples collected via equipment, such as those pumped from wells or filtered samples: Reagent water is pumped through sampling equipment, filtered, if required, and collected into bottles and preserved same as samples.	One per sample event	< QL: Sample will be flagged if >QL and analyte concentration < 10x concentration in blank.
Field Duplicates	Represent precision of field sampling, analysis, and site heterogeneity.	One or more samples collected immediately after original sample.	One in every 10 samples, or if <10 samples collected collect one duplicate sample.	Report duplicate data: $\text{RPD} \leq 30$ for results greater than 5xQL. The affected data will be flagged as needed.

QC Sample	Purpose	Method	Frequency	Acceptance Criteria/ Corrective Actions
Temperature Blanks	Measure temperature of samples in the ice chest.	Water sample that is transported in ice chest to lab.	Not required, but if used place one per ice chest.	Record temperature; condition noted on Sample Log-In form
Field Blanks	Assess contamination introduced from sample container with applicable preservative.	In the field, RO water is collected into sample containers with preservatives.	One per sample event	< QL: Sample will be flagged if >QL and analyte concentration < 10x concentration in blank.
Trip Blanks (dissolved gas only)	Assess contamination during transportation.	Fill bottles with reagent water, take to field and returned without opening.	One in each ice chest with dissolved gas samples.	< QL: Sample will be flagged if >QL and analyte concentration < 10x concentration in blank.

Table 5. SOPs and Methods for All Measurements and Matrices

Matrix	Target analyte/ measure/ parameter	Units	Size (mass or Volume)	Preservation Method	Collection Frequency	Total number of samples	Holding time	SOP or Method	Comments
Surface and Ground Water	Alkalinity	mg/L	See Appendix 2	See Appendix 2	4 per year	up to 30 per event	See Appendix 2	K-GCRD- SOP-1151-1	
Surface and Ground Water	Br, Cl, I, o-P, SO ₄ , NO ₃ , NO ₂	mg/L	See Appendix 2	See Appendix 2	4 per year	up to 30 per event	See Appendix 2	Br, Cl, I, SO ₄ , NO ₃ , NO ₂ by IC K-GCRD- SOP-3329-2 o-P by Lachat K- GCRD-SOP- 1151-1	
Surface and Ground Water	CO ₂ , N ₂ O, CH ₄	µg/L	See Appendix 2	See Appendix 2	4 per year	up to 30 per event	See Appendix 2	K-GCRD- SOP-1160-0 & K-GCRD- SOP-1088-5	
Surface and Ground Water	Dissolved Metals	mg/L	See Appendix 2	See Appendix 2	4 per year	up to 30 per event	See Appendix 2	K-GCRD- SOP-1154-1	
Surface and Ground Water	NH ₄ , NO ₂ +NO ₃	mg/L	See Appendix 2	See Appendix 2	4 per year	up to 30 per event	See Appendix 2	K-GCRD- SOP-1151-1	
Surface and Ground Water	TKN, TP	mg/L	See Appendix 2	See Appendix 2	4 per year	up to 30 per event	See Appendix 2	K-GCRD- SOP-1151-1	
Surface and Ground Water	TDN, TDP	mg/L	See Appendix 2	See Appendix 2	4 per year	up to 30 per event	See Appendix 2	K-GCRD- SOP-1151-1	
Surface and Ground Water	TOC/DOC	mg/L	See Appendix 2	See Appendix 2	4 per year	up to 30 per event	See Appendix 2	K-GCRD- SOP-1165-0	
Surface and Ground Water	TIC/DIC	mg/L	See Appendix 2	See Appendix 2	4 per year	up to 30 per event	See Appendix 2	K-GCRD- SOP-1165-0	
Surface and Ground Water	¹⁵ N and ¹⁸ O from nitrate	per mil	See Appendix 2	See Appendix 2	4 per year	up to 30 per event	See Appendix 2	IRMS (Isotope Ratio Mass Spec)	
Sediment	Carbon and Nitrogen	g/g	5 grams	Dried at 50 C and stored dry	4 per year	up to 30 per event	28 day for sediments stored at <6 deg C, indefinitely for dried samples	See Sec. B4 on Carbon, Nitrogen, and Stable Isotope Analysis	Capsule blanks, organic carbon standard
Sediment	¹⁵ N and ¹³ C	Per mil	5 grams	Dried at 50 C and stored dry	4 per year	up to 30 per event	28 day for sediments stored at <6 deg C, indefinitely for dried samples	IRMS	Capsule blanks, organic carbon standard

Surface and Ground Water	H and O isotopes	per mil	See Appendix 2	See Appendix 2	4 per year	up to 30 per event	See Appendix 2	K-GCRD-SOP-1137-0	
Sediment Slurries	Denitrification Rate (N ₂ O)	N/g/day based on N ₂ O	100 grams	1-6 °C on ice or refrigeration prior to processing Do Not Freeze	4 per year	up to 200 per event	Assays begin within 14 days of collection	K-GCRD-SOP-1398-0 K-GCRD-SOP-1098-3	Gas samples stored at room temp in 5.9ml exetainer vials
Sediment slurries	Respiration rate (CO ₂)	N/g/day based on CO ₂	100 grams	1-6 °C on ice or refrigeration prior to processing Do Not Freeze	4 per year	up to 200 per event	Assays begin within 14 days of collection	SOP TBD modified from K-GCRD-SOP-1398-0 and K-GCRD-SOP-1098-3	Gas samples stored at room temp in 5.9ml exetainer vials
Ground water	Denitrification rate (N ₂ O and SF ₆)	N/ml/day based on N ₂ O	125 ml	1-6°C for 24 hours prior to processing	1 per year	Up to 12 per event	24 hours	J-WECD-ECB-SOP-990-1 & K-GCRD-SOP-3458-0	Gas samples stored at room temp in 5.9ml or 12ml exetainer vials
Sediment	OM fraction	g/g	100 grams	1-6 °C on ice or refrigeration prior to processing	4per year	up to 50 per event	Sediments should be dried within 21 days of assay	K-GCRD-SOP-1111-0	part of DeN measurements gathered as 4 reps per sample
Sediment extracts	Aqueous extractions of DOC	mg/Kg	10 grams	1-6 °C on ice or colder prior to processing	4 per year	up to 50 per event	14 days	K-GCRD-SOP-1130-0 & K-GCRD-SOP-1165-0	Sediment may be frozen for storage
Sediment extracts	KCl extractions for NH ₄ , NO ₃ +NO ₂	mg/Kg	10 grams	1-6 °C on ice or colder prior to processing	4 per year	up to 50 per event	14 days	K-GCRD-SOP-1130-0 & K-GCRD-SOP-1151-1	Sediments may be frozen for storage
Surface and Ground Water	Dissolved Oxygen	mg/L	NA	NA	4 per year	up to 30 per event	NA**	Measured in the field K-IO-SOP-1260-2	Based on EPA Method 360.1
Surface and Ground Water	pH	pH	NA	NA	4 per year	up to 30 per event	NA**	Measured in the field K-IO-SOP-1260-2	Based on EPA Method 150.2
Surface and Ground Water	Temperature	°C	NA	NA	4 per year	up to 30 per event	NA**	Measured in the field K-IO-SOP-1260-2	Based on EPA Method 170.1

Surface and Ground Water	ORP	mV	NA	NA	4 per year	up to 30 per event	NA**	Measured in the field K-IO-SOP-1260-2	No EPA Method
Surface and Ground Water	Sp. Cond	µS/cm	NA	NA	4 per year	up to 30 per event	NA**	Measured in the field K-IO-SOP-1260-2	Based on EPA Method 120.1

**Analyze immediately during sample collection.

B.6 Sample Shipment

Samples will be driven to RSKERC via field crew. If shipment is required, ship overnight to:

Kenneth J. Forshay
U.S. Environmental Protection Agency
Robert S. Kerr Environmental Research Center
919 Kerr Research Drive
Ada, Oklahoma 74820
(580) 436-8912 (phone)
forshay.ken@epa.gov

Shipping and handling procedures

Samples will be packed in ice chests and driven back to Kerr Lab on ice. Samples to be sent to other labs, such as UC Davis, will be shipped from Kerr Lab.

Samples collected that have finite holding times will not be archived beyond one year.

Filtered N and O isotopes of nitrate in water and soil samples following denitrification assay sample removal will be stored frozen at -10 to -20°C at Kerr Lab.

Upon collection, samples will be documented, and all transfers of custody will be noted to include sample login (Analytical Sample Record) form in each ice chest.

SECTION C – ASSESSMENT AND OVERSIGHT

C.1 Assessments and Response Actions

For QA Category B projects, QA audits are conducted at the discretion of management and/or the QA Manager. QA audits will be conducted in accordance with ORD QA Policy titled *Audits of Technical and Quality Systems*.

Draft publications resulting from this project will undergo ORD clearance in STICS prior to dissemination as required by ORD Policy titled *ORD Clearance Policy and Procedures* and CESER SOP titled *Standard Operating Procedure for Product Clearance*.

C.2 Reports to Management

Results of QA audits will be reported in accordance with ORD QA Policy titled *Audits of Technical and Quality Systems*. Implementation of corrective actions for audit findings will be verified by the QA Manager, and status of implementation tracked through closure.

Publications resulting from this project will undergo ORD clearance in STICS and external peer-review of the journal article(s)..

SECTION D – DATA VALIDATION AND USABILITY

D.1 Data Review, Verification and Verification Methods

Data sets will be verified for completeness, correctness, and conformance with the methods. Data verification will begin with the analysts in the laboratory and the personnel in the field conducting field measurements, monitoring the results in real-time or near real-time. For the GCRD Labs at RSKERC, data verification includes peer analysts in the labs and the team leader. The GCRD Lab process will evaluate the data at the analyte and sample level by comparing results of the QC checks against the SOP performance criteria.

For field measurements, the Project Lead will verify the field data collected to ensure they meet requirements as defined in the QAPP.

Any data that does not conform will be flagged to alert the PI. The PI will further examine flagged data to determine if it is acceptable. While [K-GCRD-SOP-1130-0 RSKSOP-322] (for KCl extraction of sediments) has acceptance limits at 80-120% recovery for matrix spikes, for the purposes of this project, 70-130% recovery is acceptable. The PI will evaluate or validate project data to ensure they meet project requirements. This may include range checking for outliers, reviewing project notebooks, etc.

The highest probability for data integrity problems is likely to arise from data transcription errors. Data integrity will be controlled via a 10% check conducted after all data transcriptions. This will follow transcription from both paper records (Appendix) and electronic data reports. All checks will be documented by the reviewer.

Statistical Analyses

Statistical analyses will be performed on the data sets to compare means and make inferences. For example, denitrification rate data structured by season, treatments, and habitat types will be compared using general linear model analysis of variance (GLM ANOVA) based on a factorial design and Tukey's pairwise post-hoc test in SPSS for within factor comparisons. Comparisons of water chemistry parameters will be done using analysis of variance (ANOVA) with appropriate post-hoc tests (probably Tukey's HSD, but it depends on variance in the data) to compare geomorphic structures, and season, regression analyses will be performed on denitrification rates, physical, and chemical parameters to determine other potential drivers of denitrification. These parameters may be added to the GLM ANOVA as covariates as needed depending on collinearity. Descriptive statistics including mean and standard deviation will also be calculated for all appropriate measures. There is possibility that the analytical software will change to R or something else. We will report this in publication documents.

A variety of statistical analyses and methods to be determined will be used to describe the diverse data, the previous description is just one example.

D.2 Reconciliation with User Requirements

Data will be presented in tabular format or in figures. The data will be evaluated by the project lead to ensure they conform to the QA objectives of the project. Results from all analyses will be required to meet data quality objectives or marked with appropriate data qualifiers.

The project lead shall use the results of the data review, verification, and validation process to assess whether the data quality meets the project requirements and thereby the user requirements. If there are data quality issues that may impact their use, the impact will be evaluated by the project lead. The project lead may seek assistance from QA staff as needed.

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Provide references either in the body of the text as footnotes or in a separate section.

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REVISION HISTORY

Revision #	Description	Effective Date
0	Initial Version	Date of Management Approval

Appendix 1: Groundwater Monitoring Sampling

Groundwater monitoring wells are sensitive to contamination and water removal. Excessive pumping rates or disturbance may alter water levels, degrade the integrity and quality of samples for other users, and/or require re-development of the well. Therefore, it is critical to follow the protocol and sampling schedule described below. Only those individuals familiar with this protocol shall collect samples.

The sampling team includes the following individuals:

Ken Forshay, EPA, GCRD, Ada, OK

Katie Buckler, EPA, GCRD, Ada, OK

Russell Neill, EPA, GCRD, Ada, OK

Sampling Schedule:

The wells shall be installed in 2023 then developed and sampled on a quarterly basis.

Equipment and supplies needed for well sample collection:

All equipment shall be clean and de-contaminated using DI water prior to arrival in the field or in the field between well sites.

1. Cole Parmer peristaltic pump with clean silicone, and polyethylene tubing for each well sampled.
2. Multimeter (Hydrolab or YSI as available) with appropriate flow cell
3. Electric tape for measuring water level (Solinst, model 101 mini with mm increments)
4. DI squirt bottle
5. Nitrile gloves for handling samples and sample equipment
6. Field Notebook and pen
7. Sample bottles and filters (Appendix 2).
8. Large carboy for purge water
9. Copy of this QAPP and SOPs listed in this QAPP.

Well Sampling Order of Data Collection:

1. Inspect the exterior and interior of the well for damage. Note any irregularities.
 2. Open the well and measure water table depth with electric tape if sondes or loggers are not present, otherwise remove sondes or loggers and allow water level to equilibrate (2 minutes) then measure water level.
 3. Determine purge volume
 4. Purge then measure field parameters
 5. Collect samples
 6. Measure total volume extracted
 7. Deploy new sondes and loggers
 8. Lock well and pick up any debris
 9. Notes on sample handling
 10. Decontamination
-
1. **Inspection:** Inspect wells to assure that they have not been tampered with, the locks are secure, and the seal at the well pipe-ground contact is intact. Note any irregularities.

2. **Water Level Measurement:** Prior to sampling, obtain water level with a water tape [K-GCRD-SOP-1132-0] as depth below top of PVC well casing. Record the date, time to the minute, well identification number, depth below top of PVC well casing. At certain specified sampling times (up to 4 per year), deploy self-contained water level/temperature loggers [K-GCRD-SOP-1134-0] to 5 cm above bottom of each well. At certain specified sampling times (up to 4 per year), retrieve water level/temperature data loggers note logger id on data sheet, stop the logger(s) using either the Solinst Levellogger (v. 3.1.1 or later) or the Diver-Office Software (v. 2012.1 or later), and store the data files to OneDrive

<https://usepa.sharepoint.com/:f:/r/sites/ForshayResearchGroupEnhancementTeam/Shared%20Documents/General/NormanWetland?csf=1&web=1&e=Dax7Er>

- If no sondes are present, measure depth to water with pre-cleaned, two-wire depth gauge by two consecutive readings that agree to the nearest 1 mm.
- If sondes or loggers are present, remove the devices and allow the well to equilibrate (~ 2 minutes), then measure as described in 2a.

3. **Well Extraction Volume Calculation:** Use the following equation to determine purge volume.

$$\text{Purge Volume in mL} = 3 \times \pi r^2 H \quad \text{Equation 1}$$

Where: **H = height of water in cm**
 r = ½ diameter of well casing in cm

4. **Well Purging and field-parameter measurement:** Monitoring wells will be purged using a peristaltic pump. Purging shall proceed until three (3) well volumes are removed (see Eqn. 1). Do not pump at flow rates above 500 ml min⁻¹
- Calibrate Hydrolab or YSI probes following user's manual
 - Rinse probes and flow cell, including threads with DI or distilled water
 - Attach peristaltic pump head to clean polyethylene tubing and insert into the well. Set the tubing inlet approximately 6 inches from the bottom.
 - Begin pumping / purging, set pump to flow rate of <500 ml min⁻¹, collect effluent in carboy or bucket.
 - There will often be sediment on the bottom of the well. Allow sediment to clear out of well and tubing. If sediment does not clear, lower the tube into the sediment to remove sediment source and purge until the water runs clear.
 - Rinse tubing with sample water
 - Begin filling flow cell
 - Turn on stir bar if present when cell is full
 - Allow probe values to equilibrate, i.e. temp, pH, DO (≥ 1 minute)
 - Measure pH, temperature, dissolved oxygen, Oxidation Reduction Potential (ORP) and specific conductivity continuously. After at least three (3) well volumes are removed, record probe parameters when readings of all three

parameters have stabilized to within 0.5 degrees C, 0.1 pH unit, and 5% for other parameters.

5. Fill sample bottle at flow rate < 500 ml/min
 - a. See appendix 2 for details on samples that need to be collected
 - b. Rinse sample bottles with sample water
 - c. Collect samples
 - d. Filter and acidify as needed
 - e. Place water samples on ice and refrigerate at 1-6°C as soon as possible.
 - f. Notes should be taken on the visible condition of the water extracted- cloudy, rusty, muddy, presence of an odor, etc.
6. **Extraction volume measurement:** The total volume of water extracted shall be measured by filling and emptying a large container such as a 20 liter carboy or other suitable measuring device. After each fill, the water should be disposed at least 3 meters from the pumping well. The total volume extracted should be entered in the field notes as the sum of all sample and purge water.
7. **Deploy new sondes and loggers:** Be sure to record time of deployment and place the removed sondes or loggers in a labeled bag.
8. **Lock the well cap and clean up. Make any additional notes.**
9. **Details on sample and data handling and shipping:** Sample-holding times should be limited to those required by the Ada EPA lab for particular sample types. Sample collection date and shipping should be coordinated with the Ada lab to assure that these times are met. Samples for dissolved analyses should be filtered through a pre-combusted GF/F filter. Approximately 5 milliliters of filtered sample should be discharged through the filter before filling the sample bottle. Samples should be packed in ice in a cooler immediately after collection. Samples should be shipped the day of or day after collection and shipped to the lab to arrive within 24 hours because some holding times are as short as 48 hours. See the attached sample collection protocol (appendix 2) and data sheet (appendix A2). Note the following on the data sheet for each well (appendix A2).
 - a. Date
 - b. Well identification number
 - c. Time the well is opened
 - d. Personnel
 - e. Data recorded as described above: Start and end time for purging
 - f. Purge method and total volume removed
 - g. All measurements as described in the protocol

The remaining water samples shall be shipped or delivered overnight to:

Kenneth J. Forshay
 U.S. Environmental Protection Agency
 Robert S. Kerr Environmental Research Center
 919 Kerr Research Drive
 Ada, Oklahoma 74820
 (580) 436-8912 (phone)
 (580) 436-8703 (fax)

forshay.ken@epa.gov

10. **Equipment decontamination:** The equipment should be cleaned and rinsed with DI water.

Appendix 2: Requirements and protocol for water sample collection

Several sample types will be collected during this effort. Some samples will require direct collection into sample vials, others will require filtering and some type of preservation prior to leaving the field, and others only require that the sample be placed on ice prior to shipping to the lab.

Sample	Bottle type	Bottle Volume	Prep and Preservation	Analytes	Holding Time	Destination	Comments
Alkalinity	HPDE	125 ml	Not filtered Store cold 1-6 deg C	Alkalinity	up to 14 days	EPA General Parameters Lab Ada, OK	
Total Nutrients (not filtered, acidified)	HPDE	125 ml	Not filtered, Acidified to pH <2 with sulphuric acid. Store cold 1-6 deg C	Total P, Total N	up to 28 days	EPA General Parameters Lab Ada, OK	
Dissolved Nutrients (Filtered & Acidified)	HPDE	125 ml	Filtered and Acidified to pH <2 with sulphuric acid. Store cold 1-6 deg C	TDN, TDP, NH ₄ ⁺ , (NO ₂ +NO ₃ -)	up to 28 days	EPA General Parameters Lab Ada, OK	
Nutrients and Anions (Filtered Only)	HPDE	125 ml	Filtered not Acidified. Store cold 1-6 deg C	Br-, NO ₂ -(N), NO ₃ -(N), Cl ⁻ , I ⁻ , SO ₄ ²⁻ and PO ₄ ³⁻	48 Hrs for N and P, 28 days for others	EPA General Parameters Lab Ada, OK	
Dissolved Organic Carbon	Glass VOA vials	Two x's 40 ml	Filtered not Acidified. Store cold -1-6 deg C	Dissolved Organic Carbon	up to 7 days	EPA General Parameters Lab Ada, OK	
Total Organic Carbon	Glass VOA vials	Two x's 40 ml	Not filtered not Acidified. Store cold -1-6 deg C	Total Organic Carbon	up to 7 days	EPA General Parameters Lab Ada, OK	
Dissolved Metals	HPDE	60 ml	Filtered and Acidified to pH <2 with nitric acid. Store room temp	"Full Suite" to include Fe, Na, Ca, Mg, Mn,	6 mos	GCRD metals lab	
Dissolved Gas	Glass Serum vials with crimp caps	Three x's 60 ml	Not filtered Capped with teflon-lined butyl rubber septa without bubbles. Store cold 1-6 deg C	CO ₂ , N ₂ O, CH ₄ and H ₂	7 days	Current – EPA General parameters lab Ada, OK	Crimp vials until the cap cannot be turned by hand
Nitrate Isotopes	HPDE	125 ml	Filtered Freeze to -20 deg C	del ¹⁵ N and del ¹⁸ O	Stable Holding time not known	Ken Forshay, EPA Lab Ada, OK	
Water Isotopes	Glass VOA vials Or conical cap scintillation vials	40 ml	Not filtered Room temp or 1-6 deg C	Isotopes of water, H & O	Stable	EPA GP lab Lab Ada, OK	
Total Inorganic Carbon	Glass VOA vials Same vials as TOC	Two x's 40 ml	Not filtered not Acidified. Store cold 1-6 deg C	Total Inorganic Carbon	14days	EPA General Parameters Lab Ada, OK	
Dissolved Inorganic Carbon	Glass VOA vials Same vials as DOC	Two x's 40 ml	Filtered not Acidified. Store cold 1-6 deg C	Dissolved Inorganic Carbon	14days	EPA General Parameters Lab Ada, OK	

Once readings from the multi-parameter probe are stable and have been recorded, continue pumping at the same rate, but remove the inflow to the meter and use this line to fill sample bottles below in the following sequence.

1. Directly filled bottles:

- a. Dissolved gas: collect water directly into 60ml serum bottle to the very top. Allow water to overflow, then seal with the teflon-lined/butyl rubber cap and crimp cap, avoiding any air bubbles and delay in sealing. Test seal by twisting crimp cap. If it moves re-crimp, if it continues to move a new cap is needed. If necessary, the small vials can be filled and sealed under water in a larger container to avoid gas bubbles. These samples will be shipped to GCRD for N_2O , CH_4 , and CO_2 analysis.
- b. Total Nutrients (Total N, Total P): collect total nutrient samples in the field in 125 ml certified clean nutrient bottles (HDPE) or HCl washed and DI rinsed HDPE bottles. These samples will be preserved with H_2SO_4 at $\text{pH} < 2$ and kept on ice or refrigerated. Bottles should only be filled to the shoulder in case they are frozen.
- c. Total Organic Carbon & Total Inorganic Carbon (TOC&TIC): collect water directly into two 40 ml VOA vials (certified clean glass vials with Teflon septa).
- d. A 125 ml polyethylene bottle should be filled and sent for analyses at GCRD including alkalinity.
- e. Water Isotopes: fill a 40 ml glass isotope vial with cap with unfiltered water until overflowing before capping. Try to eliminate any headspace in the vial. This sample does not need to be held on ice.

2. Filtered samples:

- a. Dissolved nutrients and anions (TDN, TDP, SRP (o-PO_4), NH_4 , NO_3 , NO_2 , Br, Cl, I, and SO_4), collect in the field directly in a large (1-4 liter) certified clean or HCl washed and DI rinsed polyethylene bottle in the field or filter all samples directly. From the container, water for filtering can be gathered, except for Carbon and metals (which should be filtered immediately). Filter using pre-combusted Whatman GF/F filters in acid washed syringe holders (typically 25mm diameter) or Inject filtered sample directly into two 125 ml clean HDPE bottles. Fill to the shoulder. One of these bottles should be acidified with H_2SO_4 $\text{pH} < 2$. The other should be left without acid. The samples should be shipped immediately, but can be frozen and stored for later shipment if necessary. Holding times for Nitrate and SRP are 48 hours unless frozen.
- b. Stable isotopes of Nitrate: Collect one 125 ml clean HDPE (polyethylene) bottle filled to the shoulder with syringe-filtered water as described above. Freeze this sample as soon as possible. Holding time is not documented, but Nitrate is quite stable in frozen solution (Avanzino and Kennedy 1993) particularly in low calcium waters (Gardolinski et al. 2001).
- c. Dissolved Metals: Using a syringe and filter, filter water directly into a 125 ml HDPE bottle up to the shoulder. Add HNO_3 to bring $\text{pH} < 2$. Filter immediately because oxidation may cause precipitation of metals that will be filtered out.

Holding time is 28 days after preservation for mercury and six months for other metals, but should be sent to GCRD immediately. This sample does not need to be held on ice.

- d. Dissolved Organic Carbon and Dissolved Inorganic Carbon (DOC & DIC): Filter 40 ml directly into two 40 ml VOA vials using a syringe filter. Holding time is 7 days, should be sent to GCRD immediately on ice.
3. QA/QC: Collect field duplicates every 10th point (well or surface water) sample and an additional duplicate every 20th sample for lab spikes and recovery for carbon samples only. The sample volumes are sufficient for spikes for other parameters. Create Equipment Blanks using DI or ultrapure water, processed through sampling apparatus, filtered, acidified and collected into sample bottles on each day of sampling as done for the constituents of interest. Provide samples of the original blank water without running through equipment for each week of equipment blanks to total three samples. These samples should be bottled and preserved like field samples and designated as Blank Source Water or Field Blanks and identify the source. A Trip Blank will be included in each ice chest with samples for dissolved gases (bottles are filled with blank water in lab prior to shipment to field).
4. Storage: All samples should be collected, transported on ice (ice is not required for metals and water isotope samples), and shipped to GCRD. The samples with short holding times (i.e. un acidified samples of nitrate, nitrite, and phosphate) must be sent as soon as possible.

FS.1 NORMAN FLOODPLAIN FIELD SHEET

Field ID _____ GPS _____

Page _____ of _____

Sampling Date	Sample Type	Comments	Samples Collected	Field Measurements
	Surface Water or Ground Water or Blank Water		Water (F-filtered or NF-nonfiltered): ____ Nutrients Dissolved; 125ml HDPE; Acidified (H ₂ SO ₄); F ____ Nutrients Dissolved; 125ml HDPE; Not Acidified; F ____ Nutrients Total; 125ml HDPE; Acidified (H ₂ SO ₄); NF ____ Alkalinity; 125ml HDPE; NF ____ Dissolved gas; 2-60 ml glass bottles; NF ____ Metals; 60 ml round HDPE; Acidified (HNO ₃); F ____ Water isotopes; 40 ml glass vial; NF ____ TOC/TIC; 2-40 ml glass vial; NF ____ DOC/DIC; 2-40 ml glass vial; F ____ N and O isotopes; 60 ml round HDPE; F	Temp (°C): BP (mmHg): Sp.Cond. (µS/cm): DO (%sat): DO (mg/L): pH: ORP (mV): Turbidity (NTU):
Inspection Notes:				
Note of sondes/data loggers present: Time removed: _____ Time redeployed: _____				
Time Well Opened _____ & Closed _____			Depth to well bottom (m): _____	Total Volume of water removed from well (est. L):
Purge Time Start _____ & End _____			Depth to water (m): _____ Height of water (m): _____	
Personnel:			Purge Volume (L):	

FS.2 Calibration Data Sheet

Date: _____

Project: _____

Sonde Description: _____ (Serial #)

Barometric pressure from Airport: _____ inches of Hg = _____ X 25.4 mm of Hg = _____ mm of Hg

Temperature: _____ (no calibration needed)

	Calibration Standard Value	AM reading after calibration	QA Requirement (differences are AM vs. PM)	PM reading after last sample	QA Check AM vs.PM
Sp. Con (DI Water)	0 (blank)		<5 μ S/cm		
Sp. Cond (~1000 microseimens)			+/- 10% difference		
LDO %	@ _____ mmHg		+/- 10% difference		
LDO (with DI water)			+/- 10% difference		
pH 4	4.00		+/- 0.5		
pH 7	7.00		+/- 0.5		
pH 10	10.00		+/- 0.5		
ORP			+/- 10% difference		
Turbidity (DI Water)	0 (blank)		<5 NTU		
Turbidity (~1000 NTU)			+/- 10% difference		

FS.3 Calibration Solution Data Sheet

Personnel: _____

Calibration Solutions Used

Project: _____ Date: _____

Personnel: _____

1. Conductivity Solutions

Lot # _____ Part# _____ for _____ microsiemens

Expiration Date: _____

Lot # _____ Part# _____ for _____ microsiemens

Expiration Date: _____

Lot # _____ Part# _____ for _____ microsiemens

Expiration Date: _____

Vendor/Company Name: _____

2. ORP Solutions

Lot # _____ Part# _____ Expiration Date: _____

Vendor/Company Name: _____

3. pH Buffer Solutions

Lot # _____ Part# _____ for _____ pH

Expiration Date _____

Lot # _____ Part# _____ for _____ pH

Expiration Date _____

Lot # _____ Part# _____ for _____ pH

Expiration Date _____

Vendor/Company Name: _____

4. Turbidity Solutions

Lot# _____ Part# _____ for _____ NTU

Expiration Date _____

Lot# _____ Part# _____ for _____ NTU

Expiration Date _____

Vendor/Company Name: _____

File Attachments for Item:

32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-32: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$56,146.16 FROM THE REFUNDS/REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT RECEIVED FROM INSURANCE COMPANIES TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: August 22, 2023

REQUESTER: Katherine Coffin

PRESENTER: Awet Frezgi, Traffic Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-32: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$56,146.16 FROM THE REFUNDS/REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT RECEIVED FROM INSURANCE COMPANIES 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 intersection of Lindsey Street and McGee Drive causing damage to a pedestrian traffic pole installation. The responsible driver was identified for collection purposes. City forces repaired the damage at the location totaling \$5,783.25. On June 2, 2023, a \$300 cash was collected from the responsible party for partial payments and a balance of \$2,103.25 remains. The \$300 check was deposited into the Refunds/Reimbursements Risk Management account.

On October 15, 2020, a traffic collision occurred at the northwest corner of Pickard Avenue intersection with Boyd Street damaging a stop sign installation. The responsible driver was identified for collection purposes. City forces contracted repair of the damage at this location.

On May 22, 2023, a \$141.47 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On December 27, 2020, a traffic collision occurred at the southeast corner of 36th Avenue NW intersection with Franklin Road damaging a stop sign installation. The responsible driver was identified for collection purposes. City forces contracted repair of the damage at this location. On May 30, 2023, a \$258.36 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On April 5, 2021, a traffic collision occurred at the southeast corner of 26th Avenue SW intersection with Main Street damaging a stop sign installation. The responsible driver was identified for collection purposes. City forces contracted repair of the damage at this location. On June 1, 2023, a \$175.96 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On December 23, 2021, a traffic collision occurred at the southeast corner of 60th Avenue NW intersection with Robinson Street damaging a stop sign and two (2) chevron signs installation. The responsible driver was identified for collection purposes. City forces contracted repair of the damage at this location. On June 6, 2023, a \$317.64 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On October 11, 2022, a traffic collision occurred near the intersection of State Highway 9 and 12th Avenue SE causing damage to a traffic signal cabinet and pedestal pole assembly at the southeast corner. The responsible driver was identified for collection purposes. City forces repaired the damage at this location. On June 1, 2023 a \$22,837.99 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On December 17, 2022, a traffic collision occurred at the northeast corner of Robinson Street intersection with Crossroads Boulevard damaging a pedestal pole assembly installation. The responsible driver was identified for collection purposes. City forces contracted repair of the damage at this location. On June 1, 2023, a \$1,011.16 check was collected from a personal check of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On January 13, 2023, a traffic collision occurred at the northwest corner of Tecumseh Road intersection with the northbound I-35 off-ramp damaging a traffic signal pole installation. The responsible driver was identified for collection purposes. City forces contracted repair of the damage at this location. On June 1, 2023, a \$252.67 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On January 27, 2023, a traffic collision occurred at the north side of Tecumseh Road, west of 60th Avenue NW causing damage to a speed limit sign installation. The responsible driver was identified for collection purposes. City forces repaired the damage at the location. On June 6, 2023, a check in the amount of \$229.51 was collected from the insurance company for the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On February 25, 2023, a traffic collision occurred near the intersection of Chautauqua Avenue at Imhoff Road causing damage to a traffic signal cabinet assembly at the southwest corner. The responsible driver was identified for collection purposes. City forces repaired the damage at this location. On July 5, 2023 a \$30,621.40 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

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 \$55,023.22 for damages to traffic signal/street light equipment and \$1,122.94 for damages to traffic signs.

RECOMMENDATION:

Staff recommends the approval of Resolution R-2324-32 for the appropriation of \$55,023.22 from Refunds/Reimbursements Risk Management (Account 439-365264) to Traffic Maintenance Supplies-Traffic Signal Parts (Account 10550223-43212). These funds will be used for the purchase of replacements for the equipment damaged in the respective collisions. In addition, staff recommends the appropriation of \$1,122.94 from Refunds/Reimbursements Risk Management (Account 439-365264) to Traffic Maintenance Supplies-Traffic & Street Signs (Account 10550223-43213). These funds will be used for the purchase of replacements for the signs damaged in the respective collisions.

Resolution

R-2324-32

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$56,146.16 FROM THE REFUNDS/REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT RECEIVED FROM INSURANCE COMPANIES TO REPAIR AND REPLACE 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 sign 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 February 25, 2023, there were ten (10) 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 \$55,023.22 that will be used to repair or replace the damaged traffic signal equipment and \$1,122.94 will be used for replacement for 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 appropriation be made for reason as stated above:

Account Name	Losing Account	Gaining Account	Amount
Maint-Supplies/Traffic Signal Parts	439-365264	10550223-43212	\$55,023.22
Maint-Supplies/Traffic and Street Signs	439-365264	10550223-43213	\$1,122.94

PASSED AND ADOPTED this 22nd day of August, 2023.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$4,197,553.76 in STBG-UZA FUNDING FOR WIDENING OF ROCK CREEK ROAD WITH NEW TRAFFIC SIGNALS AT 12TH AVENUE NW AND AT TRAILWOODS DRIVE IN NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: August 22, 2023

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING \$4,197,553.76 IN STBG-UZA FUNDING FOR WIDENING OF ROCK CREEK ROAD WITH NEW TRAFFIC SIGNALS AT 12TH AVENUE NW AND AT TRAILWOODS DRIVE IN NORMAN.

BACKGROUND:

The 2022 –Infrastructure Investment and Jobs Act (IIJA Act) federal transportation funding bill allocates approximately \$40 million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

DISCUSSION:

On or before October 31, 2023, staff will submit the twenty highest ranked projects for consideration in the formulation of ACOG's 2026-2027 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project. The resolution that is submitted must match the most recent cost estimate and, if approved, will be resubmitted to ACOG at that time.

RECOMMENDATION:

Staff recommends approval of Resolution R-2324-34, requesting \$4,197,553.76 in federal Surface Transportation Block Grant/Urbanized Area (STBG/UZA) funds for 80% of the construction cost of the Rock Creek Road Widening with New Traffic Signals at 12th Avenue NW and at Trailwoods Drive project.

R-2324-34

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING \$4,197,553.76 IN STBG-UZA FUNDING FOR WIDENING OF ROCK CREEK ROAD WITH NEW TRAFFIC SIGNALS AT 12TH AVENUE NW AND AT TRAILWOODS DRIVE IN NORMAN.

- § 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

Widening of Rock Creek Road and traffic signal installation at 12th Avenue NW and at Trailwoods Drive

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$5,246,942.20 and Federal participation under the terms of the 2022 –Infrastructure Investment and Jobs Act (IIJA Act), relating to STP/UZA funds is hereby requested in the amount of \$4,197,553.76 or 80.00% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

R-2324-34

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

- § 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS _____ day of _____, 2023.

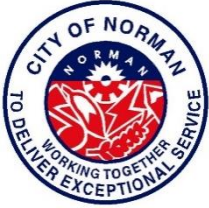
Mayor

ATTEST:

City Clerk

File Attachments for Item:

34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-35: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$3,446,653.60 in STBG-UZA FUNDING FOR WIDENING OF CONSTITUTION STREET BETWEEN JENKINS AVENUE AND CLASSEN BOULEVARD IN NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: August 22, 2023

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-35: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$3,446,653.60 IN STBG-UZA FUNDING FOR WIDENING OF CONSTITUTION STREET BETWEEN JENKINS AVENUE AND CLASSEN BOULEVARD IN NORMAN.

BACKGROUND:

The 2022 –Infrastructure Investment and Jobs Act (IIJA Act) federal transportation funding bill allocates approximately \$40 million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

DISCUSSION:

On or before October 31, 2023, staff will submit the twenty highest ranked projects for consideration in the formulation of ACOG's 2026-2027 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project. The resolution that is submitted must match the most recent cost estimate and, if approved, will be resubmitted to ACOG at that time.

RECOMMENDATION:

Staff recommends approval of Resolution R-2324-35 requesting \$3,446,653.60 in Federal Surface Transportation Block Grant/Urbanized Area (STBG/UZA) funds for 80% of the construction cost of the Constitution Street Widening between Jenkins Avenue and Classen Boulevard project.

R-2324-35

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING \$3,446,653.60 IN STBG-UZA FUNDING FOR WIDENING OF CONSTITUTION STREET BETWEEN JENKINS AVENUE AND CLASSEN BOULEVARD IN NORMAN.

- § 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

Widening of Constitution Street between Jenkins Avenue and Classen Boulevard

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$4,308,317.00 and Federal participation under the terms of the 2022 –Infrastructure Investment and Jobs Act (IIJA Act), relating to STP/UZA funds is hereby requested in the amount of \$3,446,653.60 or 80.00% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

R-2324-35

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

- § 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-37: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$1,120,944 IN STBG-UZA FUNDING FOR IMPROVEMENTS AND SIGNALIZATION AT THE 36TH AVENUE NW INTERSECTION WITH CRAIL DRIVE IN NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: August 22, 2023

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-37: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$1,120,944 IN STBG-UZA FUNDING FOR IMPROVEMENTS AND SIGNALIZATION AT THE 36TH AVENUE NW INTERSECTION WITH CRAIL DRIVE IN NORMAN.

BACKGROUND:

The 2022 –Infrastructure Investment and Jobs Act (IIJA Act) federal transportation funding bill allocates approximately \$40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City Metropolitan Area.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

DISCUSSION:

On or before October 31, 2023, staff will submit the twenty highest ranked projects for consideration in the formulation of ACOG's 2026-2027 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project. The Resolution that is submitted must match the most recent cost estimate and, if approved, will be resubmitted to ACOG at this time.

RECOMMENDATION:

Staff recommends approval of Resolution R-2324-37 (Intersection Improvements and Signalization at the 36th Avenue NW Intersection with Crail Drive—a location map is attached) requesting \$1,120,944 in Federal Surface Transportation Block Grant/Urbanized Area (STBG/UZA) funds for 80 percent of the construction cost.

R-2324-37

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$1,120,944 IN STBG-UZA FUNDING FOR IMPROVEMENTS AND SIGNALIZATION AT THE 36TH AVENUE NW INTERSECTION WITH CRAIL DRIVE IN NORMAN.

- § 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

**Intersection Improvements and Signalization at the 36th Avenue NW
Intersection with Crail Drive**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$1,101,180.00 and Federal participation under the terms of the 2022 –Infrastructure Investment and Jobs Act (IIJA Act), relating to STP/UZA funds is hereby requested in the amount of \$1,120,944.00 or 80.00% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

R-2324-37

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

- § 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS _____ day of _____, 2023.

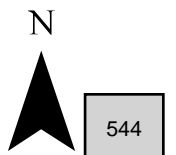
Mayor

ATTEST:

City Clerk



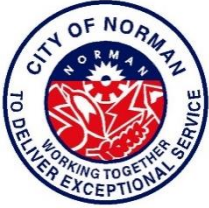
Crail Drive / 36th Avenue NW Intersection



1 inch = 250 feet

File Attachments for Item:

36. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-38: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$1,586,552 IN STBG-UZA FUNDING FOR INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THE 36TH AVENUE NW INTERSECTION WITH TECUMSEH ROAD IN NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: August 22, 2023

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-38: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$1,586,552 IN STBG-UZA FUNDING FOR INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THE 36TH AVENUE NW INTERSECTION WITH TECUMSEH ROAD IN NORMAN.

BACKGROUND:

The 2022 –Infrastructure Investment and Jobs Act (IIJA Act) federal transportation funding bill allocates approximately \$40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

DISCUSSION:

On or before October 31, 2023, staff will submit the twenty highest ranked projects for consideration in the formulation of ACOG's 2026-2027 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project. The Resolution that is submitted must match the most recent cost estimate and, if approved, will be resubmitted to ACOG at this time.

RECOMMENDATION:

Staff recommends approval of Resolution R-2324-38 (Intersection Improvements and Traffic Signal Modification at the 36th Avenue NW Intersection with Tecumseh Road—a location map is attached) requesting \$1,586,552 in Federal Surface Transportation Block Grant/Urbanized Area (STBG/UZA) funds for eighty percent (80%) of the construction cost.

R-2324-38

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$1,586,552 IN STBG-UZA FUNDING FOR INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THE 36TH AVENUE NW INTERSECTION WITH TECUMSEH ROAD IN NORMAN.

- § 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

Intersection Improvements and Traffic Signal Modifications at the 36th Avenue NW Intersection with Tecumseh Road

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$1,983,190.00 and Federal participation under the terms of the 2022 –Infrastructure Investment and Jobs Act (IIJA Act), relating to STP/UZA funds is hereby requested in the amount of \$1,586,552.00 or 80.00% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

R-2324-38

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

- § 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS _____ day of _____, 2023.

Mayor

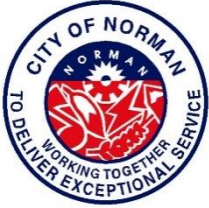
ATTEST:

City Clerk



File Attachments for Item:

37. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-39: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$7,494,351.20 IN STBG-UZA FUNDING FOR THE WIDENING OF CEDAR LANE ROAD FROM BLACK LOCUST TO 36TH AVENUE SE IN NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: September 12, 2023

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-39: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$7,494,351.20 IN STBG-UZA FUNDING FOR THE WIDENING OF CEDAR LANE ROAD FROM BLACK LOCUST TO 36TH AVENUE SE IN NORMAN.

BACKGROUND:

The 2022 –Infrastructure Investment and Jobs Act (IIJA Act) federal transportation funding bill allocates approximately \$40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

DISCUSSION:

On or before October 31, 2023, staff will submit the twenty highest ranked projects for consideration in the formulation of ACOG's 2026-2027 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project. The Resolution that is submitted must match the most recent cost estimate and, if approved, will be resubmitted to ACOG at this time.

RECOMMENDATION:

Staff recommends approval of Resolution R-2324-39 (Widening of Cedar Lane Road from Black Locust to 36th Avenue SE—a location map is attached) requesting \$7,494,351.20 in Federal Surface Transportation Block Grant-Urbanized Area (STBG/UZA) funds for 80 percent of the construction cost.

R-2324-39

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA REQUESTING \$7,494,351.20 IN STBG-
UZA FUNDING FOR THE WIDENING OF CEDAR LANE ROAD
FROM BLACK LOCUST TO 36TH AVENUE SE IN NORMAN.**

- § 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

Widening of Cedar Lane Road from Black Locust to 36th Avenue SE

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$9,367,939.00 and Federal participation under the terms of the 2022 –Infrastructure Investment and Jobs Act (IIJA Act), relating to STP/UZA funds is hereby requested in the amount of \$7,494,351.20 or 80.00% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

R-2324-39

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

- § 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

38. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-40: A RESOLUTION OF CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$12,456.22 FROM THE CAPITAL FUND BALANCE TO THE TRANSIT CENTER PROJECT TO BE USED FOR ADDITIONAL EXPENSES ASSOCIATED WITH THE PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-40: A RESOLUTION OF CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$12,456.22 FROM THE CAPITAL FUND BALANCE TO THE TRANSIT CENTER PROJECT TO BE USED FOR ADDITIONAL EXPENSES ASSOCIATED WITH THE PROJECT.

BACKGROUND:

In August of 2018, University of Oklahoma officials advised City of Norman staff of their desire to transfer non-campus bus services in Norman to another operator by the end of the 2019 fiscal year. The City of Norman took over the operations of the City public transportation system on June 1, 2019, from the University of Oklahoma. Since then, staff has worked diligently to maintain operation of the service and to evaluate how to better serve Norman's citizens. This work has included collaborating with EMBARK for day to day operations, pursuing grant opportunities to maximize local funding, and developing and implementing the Go Norman Transit Plan.

During the education campaign for the Public Transit Sales Tax in September-November 2019, staff heard from the community and Council about the need to update our long-term vision for the transit system in Norman since the City took over operations.

Using Request for Qualifications RFQ-1920-60, City staff solicited proposals to update the City's Long Range Transit Plan. There were many key objectives proposed in RFQ-1920-60, with one being "provide recommendations on a new transfer station location/area and recommend route changes to accommodate the new location/area". An evaluation committee made up of City staff, stakeholders, and community members scored and ranked the proposals received in response to RFQ-1920-60. At the conclusion of the evaluation process, Nelson\Nygaard Consulting Associates, Inc. (Nelson\Nygaard) was selected as the most qualified firm for the proposed project.

Project kickoff occurred in August 2020 and following an 11-month process of evaluation, including receiving community and stakeholder feedback, the Go Norman Transit Plan was developed. The finalized plan, which was unanimously adopted by Council on June, 22, 2021,

serves as a guide for improving Norman's public transportation system in the immediate, near, and long term. Along with evaluations of the existing route system and fare analysis, the plan made recommendations for location of a new transit center, route changes and expansions, bus stop locations, and capital replacement. An adopted, current plan also makes the City more competitive with securing grant funding for improvements.

The City has made progress on multiple projects that work towards the initial recommendations in the Go Norman Transit Plan. Those concerning the proposed new transit center include the following:

Evaluation and acquisition of property at 320 East Comanche Street to be renovated as the new City Transit Center. Council approved the purchase sale agreement on January 19, 2022 and the City assumed ownership on March 4, 2022.

Council then approved a contract with McKinney Architects to provide Architectural and Engineering services for the property on May 10, 2022.

In order to integrate the property at 320 East Comanche Street into the recommendations of the Go Norman Transit Plan, a contract amendment with Nelson/Nygaard was proposed and approved by Council on March 8, 2022. This work included updating the system and route maps to realign with the new property, developing transit center bus bay requirements and transfer matrix and a new downtown transit center map, and assisting with identifying potential transit center amenities. This work was completed and presented to the City Council Community Planning and Transportation Committee on June 23, 2022. Separate from this amendment, Nelson/Nygaard provided technical expertise to the architect for the transit center renovations.

Throughout fall 2022, Staff worked with the architect to finalize designs. Once finalized, in December 2022, bid documents were then solicited and a mandatory pre-bid meeting was conducted. On January 4, 2023, the City of Norman opened bids for the City Transit Center Remodel project. The low bid from Stronghold Construction was \$875,334. On February 14, 2023 City Council approved Contract K-2223-72 with Stronghold Construction. A notice to proceed was given on February 28, 2023 and construction officially began March 1, 2023.

On April 11, 2023 Council approved Change Order #1 for this project in the amount of \$52,980.13 in order to cover the cost of additional, new drywall and flooring once asbestos removal was completed. This change order also included the cost of \$726.12 to provide power to the main door access control.

On May 15, 2023 the City Manager approved Change Order #2 for this project in the amount of \$5,935.13 in order to cover design changes to the main, exterior signs for the Transit Center that incorporated both the City and EMBARK Norman logos, ensuring that those wanting to access City transit services are aware of the facility and its function.

On June 2, 2023 the City Manager approved Change Order #3 for this project in the amount of \$6,150.51 in order to cover ADA access issues associated with the front (north side sidewalk located within the property) leading to and from the sidewalk that will be installed in the right-of-way along Comanche Street. Originally, the design called for a step down from the property sidewalk to the street sidewalk. While ADA access was accomplished by way of another avenue

on the east side of the property from the Porter Avenue sidewalk, after reviewing this with the contractor and designer all parties felt it was prudent to correct this and install ramps in these areas instead.

To date, all approved change orders listed above (1-3) have increased the project cost by \$65,065.77 or 7.43%. Without the unforeseen asbestos remediation that needed to take place (accounting for change orders 2 and 3), the project cost has increased by \$12,085.64 or 1.38%, which would have been covered by the initial 5% contingency allocated to the project.

DISCUSSION:

While the contractor has worked through the project, some additional items have been brought to the attention of staff for reconsideration. These changes are to be expected when remodeling an older facility to serve a new function. These changes are listed below:

- Basement repairs due to asbestos remediation
- Pressure tank install
- Building curb and tactile warning strips
- Masonry infill spray foam
- Additional storefront framing
- Increasing pony wall height and reinforcing pony wall
- Adding a wall cap and additional countertop

Without the unforeseen asbestos remediation that needed to take place the project cost has increased by \$32,017.11 or 3.54%, which would have been covered by the initial 5% contingency allocated to the project.

While staff have been diligent with the remaining project budget, after accounting for remaining costs including the changes listed above as well as furniture, fixtures, and equipment, the project is expected to exceed the existing budget by \$12,456.22. If the project had not encountered the need for asbestos remediation, the project would still be under budget by \$11,750.09 (26.84% of the contingency funds) even after accounting for the remaining costs.

Staff proposes an appropriation of \$12,456.22 from the Capital Fund Balance (Account 50-29000) to the Transit Center Project, Construction (Account 50593379-462101; Project BG0254), to cover these additional costs.

RECOMMENDATION:

Approval of a budget appropriation in the amount of \$12,456.22 from the Capital Fund Balance to the Transit Center Project, Construction Account.

R-2324-40

A RESOLUTION OF CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$12,456.22 FROM THE CAPITAL FUND BALANCE TO THE TRANSIT CENTER PROJECT (BG0254) TO BE USED FOR ADDITIONAL EXPENSES ASSOCIATED WITH THE PROJECT.

- § 1. WHEREAS, on February 14, 2023 City Council approved a contract to remodel the facility located at 320 E. Comanche Street into a City of Norman Transit Center; and
- § 2. WHEREAS, since that time staff have worked diligently with the contractor to remain in budget, despite having to pay for unforeseen asbestos remediation services and other additional costs; and
- § 3. WHEREAS, staff has estimated an additional \$12,456.22 will be needed to complete the project given current cost estimates for changes to the contractors contract and for furniture, fixtures, and equipment; and

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

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

<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Capital Fund Balance 20-29000	Transit Center Project, BG0254 Construction Account, 50593379-462101	\$12,456.22

PASSED AND ADOPTED this 22nd day of August, 2023.

ATTEST:

Mayor

City Clerk

File Attachments for Item:

39. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-52: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA CREATING AN AD HOC STEERING COMMITTEE TO WORK WITH THE CITY OF NORMAN'S CONSULTANTS IN THE CREATION OF THE CITY'S AREA AND INFRASTRUCTURE MASTER PLAN ("AIM NORMAN").

R-2324-52

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN,
OKLAHOMA CREATING AN AD HOC STEERING COMMITTEE TO
WORK WITH THE CITY OF NORMAN'S CONSULTANTS IN THE
CREATION OF THE CITY'S AREA AND INFRASTRUCTURE
MASTER PLAN ("AIM NORMAN").

- § 1. WHEREAS, the City of Norman's current Comprehensive Plan, the Norman 2025 Land Use and Transportation Plan, was adopted November 16, 2004 by Resolution R-0405-39, as an update to the 2020 Land Use and Transportation Plan, adopted in 1997.
- § 2. WHEREAS, the City has not updated its Comprehensive Plan in 19 years and the City has seen substantial growth since 2004, from 105,336 to 132,290, according to projected population through December 2022 based on permit records. The city has seen 9,820 acres developed since the 2025 Plan was adopted, and during the last 15 years multi-family and student-housing products have increased dramatically.
- § 3. WHEREAS, Norman's growth has spurred the development, update and adoption of multiple related master plans including storm water, water supply, parks, open space and transportation, as well as updates to the City's 2001 Wastewater Master Plan.
- § 4. WHEREAS, the City is now in possession of critical 2020 Census data, a tool not available during previous comprehensive planning efforts, and now acknowledges the passage of time since updates of these many master plans.
- § 5. WHEREAS, the City has declared its commitment to efforts to develop updated master plans, to support a new Comprehensive Land Use Plan, that will provide a unified vision to match the growth of Norman as well as the quality of life that its citizens deserve and expect by selecting RDG Planning & Design, Inc. and its team pursuant to Request for Proposal 2223-29 on July 25, 2023, by Contract K-2324-46, to create the following new and updated plans:
- Comprehensive Plan
 - Housing Market Analysis and Affordability Strategy
 - Comprehensive Transportation Plan Update
 - Stormwater Master Plan Update
 - Water Hydraulic Modeling Update
 - Wastewater Master Plan
- § 6. WHEREAS, going forward these services will collectively be referred to as the Norman Area and Infrastructure Master Plan ("AIM Norman").

R-2324-52

- § 7. WHEREAS, the Mayor (and City Council?) has(have?) identified ____ persons, representing the various wards in Norman, as well as providing a diverse field of background, knowledge, skill and expertise, for appointment to an ad hoc committee, to work with RDG in the creation of the AIM Norman Plan.

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

- § 8. That, the AIM Norman Ad Hoc Steering Committee (“AIM Norman Steering Committee”) shall be created on an ad hoc basis to provide guidance and input regarding the creation of the AIM Norman Plan.

- § 9. That, the following persons shall be appointed as voting members to the Committee:

From Ward 1:	Mitch Biesmeyer and Patrick Schrank
From Ward 2:	Alex Lanphere and Terry Van Winkle
From Ward 3:	Elizabeth McKinney and Evan Nixon
From Ward 4:	Derek Rosenthal and Lee Hall
From Ward 5:	Shavonne Evans, Lanny Smith and Dan Bergey
From Ward 6:	Amanda Nairn and Inger Giuffrida
From Ward 7:	Jayke Flaggert and Tara Casillas
From Ward 8:	Jim Adair and Richard McKown

- § 10. A person from each of the following entities, agencies or groups shall serve as non-voting advisors (“Partners”) to the AIM Norman Steering Committee voting members:

University of Oklahoma
 Cleveland County Commissioners
 Norman Chamber of Commerce
 Visit Norman
 Sooner Mall
 Sooner Centurians
 Moore Norman Technology Center
 Norman Public Schools
 The Oklahoma Academy
 OU Corporate Partnerships and Economic Development
 Hitachi-Vantara
 Absentee Shawnee Tribe
 Norman Economic Development Coalition

- § 11. That Elizabeth McKinney shall serve as Chair of the AIM Norman Steering Committee.
- § 12. That the AIM Norman Steering Committee shall create sub-committees to assist in these tasks, and that a member of the AIM Norman Steering Committee shall serve as a Chair to each of these sub-committees.

R-2324-52

- § 13. That each sub-committee member shall be vetted according to their knowledge, skill, background or expertise in the subject to be addressed in each subcommittee, and that all sub-committee members shall be approved by a simple majority vote of the AIM Norman Steering Committee.
- § 14. That said AIM Norman Steering Committee should meet no less than once a month to fulfill its purpose, and shall disband upon completion of the tasks set forth herein.
- § 15. That said sub-committees shall meet as frequently as necessary to complete their tasks in assistance to the AIM Norman Steering Committee, and shall disband upon the AIM Norman Steering Committee disbanding.

PASSED AND ADOPTED this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

40. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-2 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION NINE (9), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (West of 48th Avenue N.W. between Franklin Road and Tecumseh Road)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: West Franklin Holding Co., L.L.C.

PRESENTER: Jane Hudson, Director of Planning and Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-2 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION NINE (9), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (West of 48th Avenue N.W. between Franklin Road and Tecumseh Road)

PROJECT OVERVIEW: This proposal is a continuation of Red Sky Ranch Section 1, approved by the City of Norman via Ordinance No. O-2021-47. The applicant intends to rezone from the existing single-family PUD, Planned Unit Development (O-2021-47) and A-2, Rural Agricultural District, to a PUD, Planned Unit Development, to develop 10 single-family residential lots and allow the continued use of the existing athletic facility until such time of redevelopment.

The subject property is 26.23 acres of land located on the west side of 48th Avenue NW, situated between Franklin Road and Tecumseh Road. As seen on the attached site plan, the property fronts 48th Avenue NW.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GBC23-13 June 20, 2023

Greenbelt forwards this item with no additional comments.

PRE-DEVELOPMENT MEETING: PD 23-22 May 25, 2023

After a discussion with the applicant, the neighbors understood the project and its scope but still had concerns about sanitation, water wells, and flooding. They are worried about the extra runoff that the new houses will produce. The applicant explained how the engineering team calculated the runoff to provide the necessary measures to prevent the area from flooding. However, this remains a primary

concern because the site is already dealing with flooding issues, and previous experiences make the neighbors skeptical about preventive measures.

BOARD OF PARKS COMMISSIONERS: Due to one dwelling unit per 1.45 +/- acres, this item is not required to appear before the Board of Parks Commissioners.

ZONING ORDINANCE CITATION:

SEC. 36-509 – PLANNED UNIT DEVELOPMENT

1. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The "PUD" Planned Unit Development district herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City.

Specifically, the purposes of this section are to encourage:

- (a) A maximum choice in the types of environment and living units available to the public.
- (b) Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- (c) Maximum enhancement and minimal disruption of existing natural features and amenities.
- (d) Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long range plan and remain compatible with surrounding developments.
- (e) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- (f) Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.

The PUD (Planned Unit Development) Regulations are designed to provide for small and large scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development which is related to, and affects, the long term value of the homes and other development. A Planned Unit Development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

STAFF ANALYSIS: The particulars of this PUD include:

USE: This PUD, Planned Unit Development, will allow the development of single-family residential and compatible uses, as well as an allowance for the existing athletic complex until the final phase of development. The Narrative also allows for accessory dwelling units. A complete list of the allowable uses is attached as Exhibit D in the PUD narrative.

OPEN SPACE/PARKLAND: A minimum of 25% of the Property shall be used as open green space. Each individual residential lot shall have a maximum of 65% impervious area.

SITE PLAN/ACCESS: Access to the Property shall be permitted in the manner depicted on the attached Preliminary Site Development Plan attached in PUD Narrative. Sidewalks are not required along Red Sky Ranch Drive.

AREA REGULATIONS: The applicant is requesting the following area regulations for the development:

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

Setbacks:

- **Front Yard:** The minimum front yard setback shall be 25 feet.
- **Side Yard:** The minimum side yard shall be 10 feet. Unattached one-story buildings of accessory use shall be located at least ten feet from the side property line, or fifteen (15) feet if more than one-story, provided such structures are located within the rear half of the buildable area outside of any flood zone or detention area.
- **Rear Yard:** There shall be a rear yard having a depth of at least twenty (20) feet. Unattached one-story buildings of accessory use shall be set back at least ten (10) feet from the rear property line, or fifteen feet if more than one story, provided such structures are located within the rear half of the buildable area. Notwithstanding the foregoing, no portion of the dwelling may be located within the floodplain.

All lots:

- **Intensity & Lot Size:** There shall be a minimum lot width of one hundred and five feet at the front building line of each platted lot. Each platted lot shall be a minimum of 1.45 acres. No more than one principal dwelling unit shall be constructed on any one platted lot. Separate accessory dwelling units (ADUs) will be allowed to have living accommodations, including full kitchens. Each residential lot owner may add additional accessory buildings, including pool houses, barns, sheds, and other buildings as long as they do not include full kitchens. The locations of accessory buildings are subject to modification during final development of each residential lot.

SANITATION/UTILITIES: The development will be served by Private Water Wells and Private Sanitary Sewer Systems.

PHASING: The applicant requests the existing athletic complex remain operational until the final phase of development of the Property. The initial phase of development is anticipated to be the platting of Lot 1. Next will be a partial extension of Red Sky Ranch Drive for the platting of Lot 2. Phase 3 will be the construction of the north south leg of Red Sky Ranch Drive for the platting of Lots 5, 6, 7, 8, 9, & 10. The final phase is anticipated to be the platting of Lots 3 & 4 with the removal

of the athletic complex, as shown on the Site Development Plan. The timing of development phases will be determined by market demand and absorption rates.

EXISTING ZONING: The current zoning of the subject property is PUD, Planned Unit Development and A-2, Rural Agricultural District. The 2004 adoption of the NORMAN 2025 followed the previously adopted floodplain maps and included this property in the Ten Mile Flat area; however, in 2021 the FEMA floodplain maps were updated removing the floodplain designation from the greater majority of this property making it more suitable for development. Due to the removal from the floodplain designation and the requested PUD, the 20-acre minimum no longer applies to this property.

Current Comprehensive Plan Designation – NORMAN 2025: This project is located in the Suburban Residential Growth Boundary Designation. Within the Suburban Residential Growth boundary, the area is recognized as suitable for development from an environmental standpoint, but not planned for sanitary sewer service.

The Plan recommends but does not require development at suburban densities, one unit per two acres. This proposal is scheduled for one unit per 1.45 acres with the possibility of a single ADU to allow for aging in place. Development will generally require individual water wells and sewage treatment systems, which this proposal included.

ALTERNATIVES/ISSUES:

IMPACTS: This development will have access off Red Sky Ranch Drive only. There will be no access from 48th Ave. N.W. The single-family development may represent a minimal impact on the traffic volume of the area. Red Sky Ranch Section 2 will be located east of the FEMA floodplain.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: If additional Phases are planned to exceed 30 dwelling units, a plan to add an additional entrance is required per IFC adopted appendix D107.1.

PUBLIC WORKS/ENGINEERING: A new detention pond will be constructed to control storm water runoff.

TRAFFIC ENGINEER: Every lot should take access off Red Sky Ranch Dr.; access to 48th Ave. N.W. will be in violation of the access requirements defined in the City's Engineering Design Criteria.

UTILITIES: No comments.

CONCLUSION: Staff forwards this request for rezoning to a PUD, Planned Unit Development, and Ordinance O-2324-2 for consideration by City Council.

At their July 13, 2023 meeting, Planning Commission unanimously recommended adoption of Ordinance O-2324-2, by a vote of 6-0.

O-2324-2

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION NINE (9), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (West of 48th Avenue N.W. between Franklin Road and Tecumseh Road)

- § 1. WHEREAS, West Franklin Holding Co., L.L.C., the owners of the hereinafter described property, have made application to have the subject property removed from the A-2, Rural Agricultural District, and PUD, Planned Unit Development, and placed in the PUD, Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the A-2, Rural Agricultural District, and PUD, Planned Unit Development, and place the same in the PUD, Planned Unit Development District, to wit:

A tract of land being a part of the Northeast Quarter (N.E. ¼) of Section 9, Township 9 North (T9N), Range 3 West (R3W), of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of said NE/4; THENCE South 89°32'52" West along the South line of said NE/4 a distance of 700.00 feet to the POINT OF BEGINNING, said point also being the Southwest corner of a tract of land described in Quit Claim Deed recorded in Book 6047, Page 1399;

Ordinance No. O-2324-2

Page 2

THENCE continuing South 89°32'52" West along said South line a distance of 860.13 feet; THENCE North 00°03'53" East a distance of 990.60 feet to a point on the South line of a tract being the N/2, N/2, S/2, of said NE/4, as recorded in Book 6170, Page 534; THENCE North 89°35'55" East along said South line a distance of 1549.69 feet to the Southeast corner of said N/2, N/2, S/2, NE/4; THENCE South 00°32'21" East along the East line of said NE/4 a distance of 268.41 feet; THENCE North 89°47'56" West a distance of 433.55 feet; THENCE South 00°53'24" East a distance of 412.41 feet to a point on the North line of said tract of land described in Quit Claim Deed recorded in Book 6047, Page 1399, said point also being the Southwest corner of RED SKY RANCH PHASE 1, a platted subdivision to the City of Norman recorded in Plat Book 25, Page 184; THENCE South 89°32'52" West along the North line of said tract of land described in Quit Claim Deed recorded in Book 6047, Page 1399, a distance of 269.01 feet to the Northwest corner thereof; THENCE South 00°32'21" East along the West line of said tract of land described in Quit Claim Deed recorded in Book 6047, Page 1399, a distance of 313.33 feet to the POINT OF BEGINNING;

Said tract containing 1,142,653 square feet, or 26.232 acres, more or less.

§ 5. Further, pursuant to the provisions of Section 36-509 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the PUD Narrative, Site Development Plan, and supporting documentation, approved by the Planning Commission on July 13, 2023, and made a part hereof.

§ 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this ____ day of ____, 2023

NOT ADOPTED this ____ day of ____, 2023

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

RED SKY RANCH SECTION 2

**A PLANNED UNIT DEVELOPMENT
NORMAN, OKLAHOMA**

**APPLICANT:
*WEST FRANKLIN HOLDING COMPANY LLC***

**APPLICATION FOR:
PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAT**

Submitted May 1, 2023
Revised June 29, 2023
Revised July 7, 2023

**PREPARED BY:
RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069**

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- III. DEVELOPMENT PLAN AND DESIGN CONCEPT
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 - C. Additional Development Criteria

EXHIBITS

- A. Legal Description of the Property
- B. Site Development Plan
- C. Open Space Plan
- D. Allowable Uses
- E. Preliminary Plat

I. INTRODUCTION

West Franklin Holding Company LLC (the “**Applicant**”) seeks to rezone a tract of property, containing approximately 26.232 acres, located in Ward 3 of the City of Norman. The site is generally located West of 48th Avenue NW, South of West Franklin Road, and North of West Tecumseh Road. The property is more particularly described on the attached **Exhibit A** (the “**Property**”). The Property is currently zoned A-2, Rural Agricultural and PUD via Ordinance No. O-2021-47. Three lots were previously rezoned to PUD, via Ordinance No. O-2021-47, and included as part of Red Sky Ranch Section 1. Two of those lots were not final platted. As proposed, a street connection is routed through those two remaining lots to access the new Property proposal; therefore, they are being incorporated into this request.

The Applicant seeks to rezone the Property to this Planned Unit Development (“**PUD**”) in order to put forth the parameters for the phased development of the Property. The purpose of this PUD is to allow the Applicant to develop ten (10) single-family residential lots in accordance with the terms and conditions contained herein. The proposed development of the Property will bring new residential opportunities to the community. The existing barn and athletic complex will be allowed to remain and continue operating as it is currently until the final phase of development, as outlined below.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Property is generally located West of 48th Avenue NW, South of West Franklin Road, and North of West Tecumseh Road.

B. Existing Land Use and Zoning

The Property is currently zoned A-2, Rural Agricultural and PUD, Ordinance No. O-2021-47, and it has a NORMAN 2025 designation of Very Low Density Residential. This property was designated as floodplain with the adoption of the NORMAN 2025; however, with the amendments to the FEMA Floodplain Maps, the floodplain designation was removed from the greater majority of the property. The western edge still carries floodplain but no development is proposed in this area. With this PUD request and removal of the floodplain, the area is no longer impacted by the twenty-acre minimum. As noted above this is a continuation of the previously adopted PUD for Red Sky Ranch, Section 1.

The property to the North is zoned A-2, Rural Agricultural. The properties to the West are zoned A-2, Rural Agricultural. The properties to the South are zoned A-2, Rural Agricultural and A-1, General Agricultural. The properties to the East are zoned PUD, Planned Unit Development, A-2, Rural Agricultural, and RE, Residential Estates.

Generally, the surrounding NORMAN 2025 designations are Very Low Density Residential, with Floodplain designation located to the West.

C. Elevation and Topography

The Property consists of largely unimproved land and the athletic complex. The Property is generally flat and slopes slightly from the east to the west.

D. Drainage

A drainage report has been provided by the Applicant to City Staff as part of the Preliminary Plat application. A detention pond will be constructed to handle storm water runoff.

D. Utility Services

These lots will be served by Private Water Wells and Private Sanitary Sewer Septic Systems.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by applicable City codes, ordinances, and/or regulations.

G. Traffic Circulation and Access

Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is planned to accommodate ten (10) single-family residential lots. The Property shall be developed in general compliance with the Site Development Plan, attached hereto as **Exhibit B**. The Exhibits attached hereto, and as submitted on behalf on the Applicant, are incorporated herein by reference and further depict the development criteria for the Property.

A. Uses Permitted:

Generally, the Property will be allowed to develop with a principal single-family dwelling unit and compatible uses, such as an accessory dwelling unit (ADU), and barn/storage buildings, as well as an allowance for the existing athletic complex, until the final phase of development. A complete list of the allowable uses for the Property is attached as **Exhibit D**.

B. Area Regulations:

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

Setbacks:

Front Yard: The minimum front yard setback shall be twenty-five (25) feet.

Side Yard: The minimum side yard shall be ten (10) feet. Unattached one-story buildings of accessory use shall be located at least ten (10) feet from the side property line, or fifteen (15) feet if more than one-story, provided such structures are located within the rear half of the buildable area outside of any flood zone or detention area.

Rear Yard: There shall be a rear yard having a depth of at least twenty (20) feet. Unattached one-story buildings of accessory use shall be set back at least ten (10) feet from the rear property line, or fifteen (15) feet if more than one story, provided such structures are located within the rear half of the buildable area. Notwithstanding the foregoing, no portion of the dwelling may be located within the floodplain.

All lots:

Intensity & Lot Size: There shall be a minimum lot width of one hundred and five (105) feet at the front building line of each platted lot. Each platted lot shall be a minimum of 1.45 acres.

No more than one (1) principal single-family dwelling unit shall be constructed on any one platted lot. No more than one (1) Accessory Dwelling Unit (ADU) shall be constructed on any one platted lot. Accessory Dwelling Units may have living accommodations to include a full kitchen. Each lot will be allowed to have one (1) principal single-family dwelling unit and one (1) ADU in accordance with the terms of this PUD. This shall not preclude owners from constructing accessory buildings such as: pool houses, barns or sheds so long as they are not used as residential dwelling units with full kitchens. The locations of accessory buildings are subject to modification during final development of each residential lot.

Each individual residential lot shall have a maximum of 65% impervious area.

C. Additional Development Criteria:

1. Site Plan

The Site Development Plan for the Property is concurrently submitted with this PUD and shall be incorporated herein as an integral part of the PUD and the development of the property shall be generally constructed as presented thereon, subject to final design development and the changes allowed by Section (36-509 (g)) of the City of Norman's PUD Ordinance.

2. Open Space

A minimum of 25% (6.77 acres) of the Property shall be used as open green space.

3. Traffic access/circulation/parking and sidewalks

Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan. Red Sky Ranch Drive, as depicted on the Site Development Plan, will be constructed to provide access to the residential lots. Sidewalks are not required along Red Sky Ranch Drive.

4. Phasing of Development

As shown on the Site Development Plan, the existing athletic complex is allowed to continue operating in the same manner it currently operates until the final phase of development of the Property. It is expected that the initial phase of development is anticipated to be the platting of Lot 1. It is expected that the second phase will be a partial extension of Red Sky Ranch Drive for the platting of Lot 2. Phase 3 is expected to be the construction of the north south leg of Red Sky Ranch Drive for the platting of Lots 5, 6, 7, 8, 9, & 10. The final phase is anticipated to be the platting of Lots 3 & 4 with the removal of the athletic complex, as shown on the Site Development Plan. The actual sequencing and timing of development phases will be determined by market demand and absorption rates.

EXHIBIT A

Legal Description of the Property

**LEGAL DESCRIPTION
RED SKY RANCH 2 PROPERTY
NORMAN, OKLAHOMA**

A tract of land being a part of the Northeast Quarter (N.E. ¼) of Section 9, Township 9 North (T9N), Range 3 West (R3W), of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of said NE/4; THENCE South 89°32'52" West along the South line of said NE/4 a distance of 700.00 feet to the POINT OF BEGINNING, said point also being the Southwest corner of a tract of land described in Quit Claim Deed recorded in Book 6047, Page 1399;

THENCE continuing South 89°32'52" West along said South line a distance of 860.13 feet; THENCE North 00°03'53" East a distance of 990.60 feet to a point on the South line of a tract being the N/2, N/2, S/2, of said NE/4, as recorded in Book 6170, Page 534; THENCE North 89°35'55" East along said South line a distance of 1549.69 feet to the Southeast corner of said N/2, N/2, S/2, NE/4; THENCE South 00°32'21" East along the East line of said NE/4 a distance of 268.41 feet; THENCE North 89°47'56" West a distance of 433.55 feet; THENCE South 00°53'24" East a distance of 412.41 feet to a point on the North line of said tract of land described in Quit Claim Deed recorded in Book 6047, Page 1399, said point also being the Southwest corner of RED SKY RANCH PHASE 1, a platted subdivision to the City of Norman recorded in Plat Book 25, Page 184; THENCE South 89°32'52" West along the North line of said tract of land described in Quit Claim Deed recorded in Book 6047, Page 1399, a distance of 269.01 feet to the Northwest corner thereof; THENCE South 00°32'21" East along the West line of said tract of land described in Quit Claim Deed recorded in Book 6047, Page 1399, a distance of 313.33 feet to the POINT OF BEGINNING;

Said tract containing 1,142,653 square feet, or 26.232 acres, more or less.

EXHIBIT D

Allowable Uses

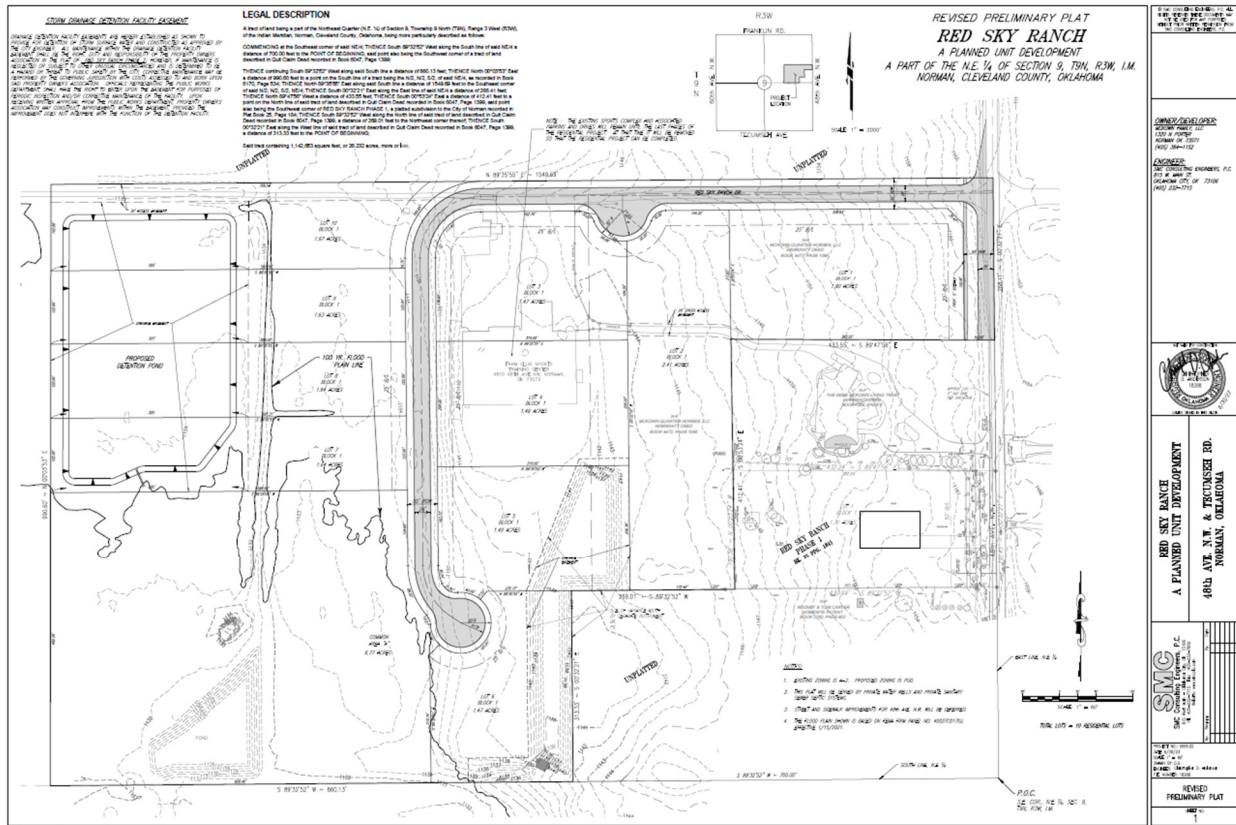
Allowable Uses for the Final Platted Lots:

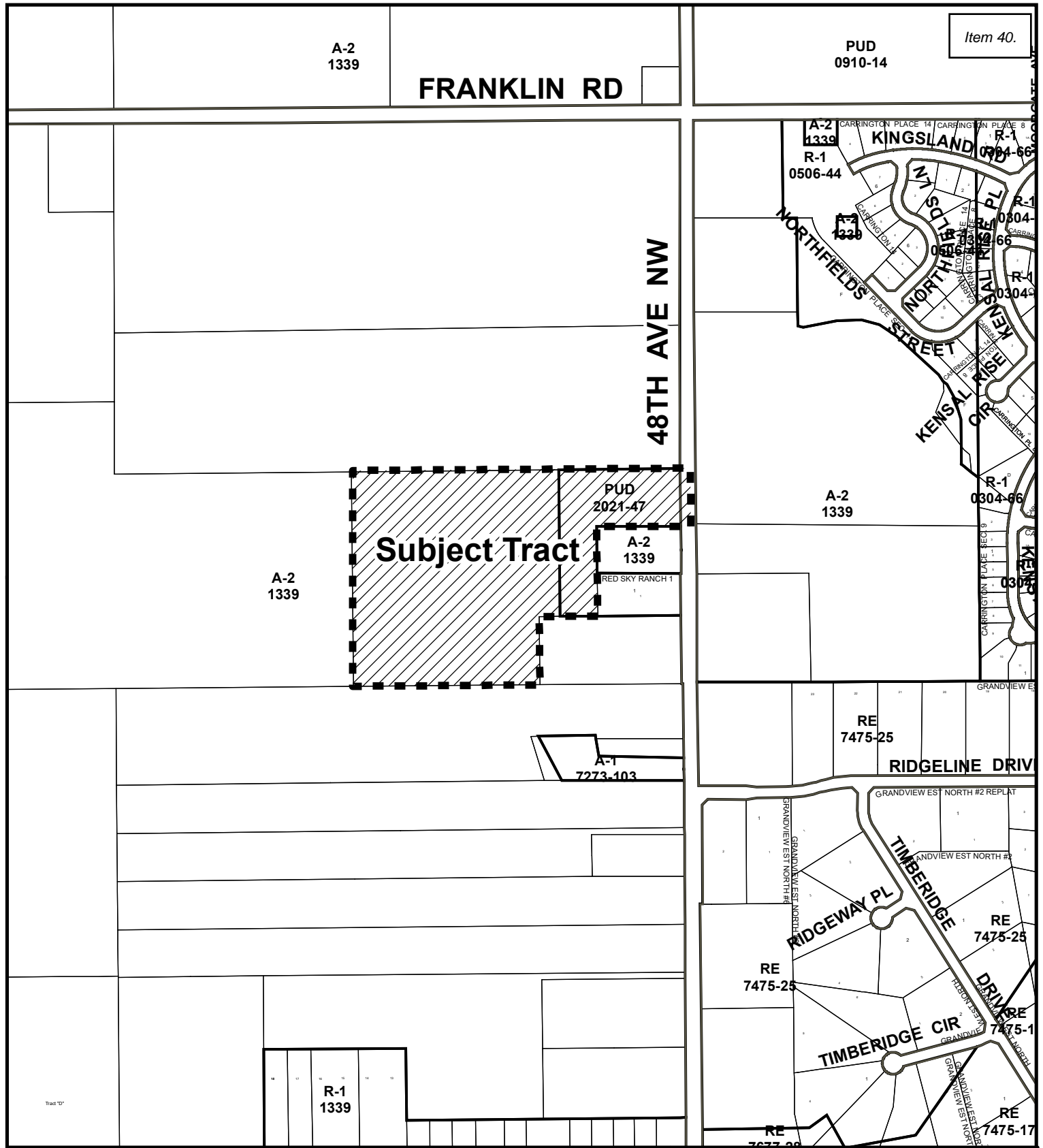
- Detached single-family principal dwelling unit;
- Family day care home;
- General purpose farm or garden;
- Type 1 Mobile Home;
- Accessory buildings, including barns, sheds and other farm buildings which are not a part of the main building and shall not contain a full kitchen.
- One accessory dwelling unit (ADU) may be developed on each lot within the Property provided (a) it is clearly secondary to the larger principal dwelling; (b) the structure is not rented or leased separate from the entire lot; (c) is not a mobile home;
 - The ADU may be used as a permanent residence and may contain its own attached garage, kitchen, and similar components to allow the occupant to maintain autonomy while allowing for creative housing opportunities, such as, by way of example, aging in place.
 - The ADU may be contained within a larger shop, barn, or warehouse, as designed by the owner
- Short-term rentals

Temporary Allowances for Lots 3 & 4 until Final Phase of Development and Final Plat of Lots 3 & 4:

- Athletic Complex, will be allowed to remain and continue operating as it is currently until the final phase of development
 - Current Use Includes:
 - Various Indoor and Outdoor Athletic Fields and Training Areas
 - Gym and Workout Facilities
- Guard/Night Watchman House

EXHIBIT E
Preliminary Plat

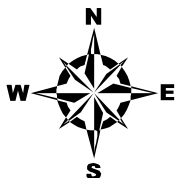




Location Map





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



May 3, 2023

0 300 600 Ft.

-  Subject Tract
-  Zoning

ORDINANCE NO. O-2324-2

ITEM NO. 10

STAFF REPORT**GENERAL INFORMATION**

APPLICANT	West Franklin Holding Co., L.L.C.
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	PUD, Planned Unit Development and A-2, Rural Agricultural District
SURROUNDING ZONING	North: A-2, Rural Agricultural District East: A-2, Rural Agricultural District South: A-2, Rural Agricultural District West: A-2, Rural Agricultural District
LOCATION	West of 48 th Avenue N.W. between W. Franklin Road and W. Tecumseh Road
WARD	3
CORE AREA	No
AREA/SF	26.232 acres, more or less
PURPOSE	Ten (10) single-family residential lots
EXISTING LAND USE	Agricultural
SURROUNDING LAND USE	North: Agricultural/residential East: Residential South: Agricultural/residential West: Agricultural
LAND USE PLAN DESIGNATION	Very Low Density Residential
PROPOSED LAND USE DESIGNATION	Very Low Density Residential (No change)
GROWTH AREA DESIGNATION	Suburban Residential

PROJECT OVERVIEW: This proposal is a continuation of Red Sky Ranch Section 1, approved by the City of Norman via Ordinance No. O-2021-47. The applicant intends to rezone from the existing single-family PUD, Planned Unit Development (O-2021-47) and A-2, Rural Agricultural District, to a PUD, Planned Unit Development, to develop 10 single-family residential lots and allow the continued use of the existing athletic facility until such time of redevelopment.

The subject property is 26.23 acres of land located on the west side of 48th Avenue NW, situated between Franklin Road and Tecumseh Road. As seen on the attached site plan, the property fronts 48th Avenue NW.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: **GBC23-13 June 20, 2023**

Greenbelt forwards this item with no additional comments.

PRE-DEVELOPMENT MEETING: **PD 23-22 May 25, 2023**

After a discussion with the applicant, the neighbors understood the project and its scope but still had concerns about sanitation, water wells, and flooding. They are worried about the extra runoff that the new houses will produce. The applicant explained how the engineering team calculated the runoff to provide the necessary measures to prevent the area from flooding. However, this remains a primary concern because the site is already dealing with flooding issues, and previous experiences make the neighbors skeptical about preventive measures.

BOARD OF PARKS COMMISSIONERS: **Due to one dwelling unit per 1.45 +/- acres, this item is not required to appear before the Board of Parks Commissioners.**

ZONING ORDINANCE CITATION:

SEC. 36-509 – PLANNED UNIT DEVELOPMENT

1. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The "PUD" Planned Unit Development district herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City.

Specifically, the purposes of this section are to encourage:

- (a) A maximum choice in the types of environment and living units available to the public.
- (b) Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- (c) Maximum enhancement and minimal disruption of existing natural features and

amenities.

- (d) Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long range plan and remain compatible with surrounding developments.
- (e) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- (f) Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.

The PUD (Planned Unit Development) Regulations are designed to provide for small and large scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development which is related to, and affects, the long term value of the homes and other development. A Planned Unit Development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

STAFF ANALYSIS: The particulars of this PUD include:

USE: This PUD, Planned Unit Development, will allow the development of single-family residential and compatible uses, as well as an allowance for the existing athletic complex until the final phase of development. The Narrative also allows for accessory dwelling units. A complete list of the allowable uses is attached as Exhibit D in the PUD narrative.

OPEN SPACE/PARKLAND: A minimum of 25% of the Property shall be used as open green space. Each individual residential lot shall have a maximum of 65% impervious area.

SITE PLAN/ACCESS: Access to the Property shall be permitted in the manner depicted on the attached Preliminary Site Development Plan attached in PUD Narrative. Sidewalks are not required along Red Sky Ranch Drive.

AREA REGULATIONS: The applicant is requesting the following area regulations for the development:

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

Setbacks:

- **Front Yard:** The minimum front yard setback shall be 25 feet.
- **Side Yard:** The minimum side yard shall be 10 feet. Unattached one-story buildings of accessory use shall be located at least ten feet from the side property line, or fifteen (15) feet if more than one-story, provided such structures are located within the rear half of the buildable area outside of any flood zone or detention area.
- **Rear Yard:** There shall be a rear yard having a depth of at least twenty (20) feet. Unattached one-story buildings of accessory use shall be set back at least ten (10) feet from the rear property line, or fifteen feet if more than one story, provided such structures are located within the rear half of the buildable area. Notwithstanding the foregoing, no portion of the dwelling may be located within the floodplain.

All lots:

- **Intensity & Lot Size:** There shall be a minimum lot width of one hundred and five feet at the front building line of each platted lot. Each platted lot shall be a minimum of 1.45

acres. No more than one principal dwelling unit shall be constructed on any unplatted lot. Separate accessory dwelling units (ADUs) will be allowed to have living accommodations, including full kitchens. Each residential lot owner may add additional accessory buildings, including pool houses, barns, sheds, and other buildings as long as they do not include full kitchens. The locations of accessory buildings are subject to modification during final development of each residential lot.

SANITATION/UTILITIES: The development will be served by Private Water Wells and Private Sanitary Sewer Systems.

PHASING: The applicant requests the existing athletic complex remain operational until the final phase of development of the Property. The initial phase of development is anticipated to be the platting of Lot 1. Next will be a partial extension of Red Sky Ranch Drive for the platting of Lot 2. Phase 3 will be the construction of the north south leg of Red Sky Ranch Drive for the platting of Lots 5, 6, 7, 8, 9, & 10. The final phase is anticipated to be the platting of Lots 3 & 4 with the removal of the athletic complex, as shown on the Site Development Plan. The timing of development phases will be determined by market demand and absorption rates.

EXISTING ZONING: The current zoning of the subject property is PUD, Planned Unit Development and A-2, Rural Agricultural District. The 2004 adoption of the NORMAN 2025 followed the previously adopted floodplain maps and included this property in the Ten Mile Flat area; however, in 2021 the FEMA floodplain maps were updated removing the floodplain designation from the greater majority of this property making it more suitable for development. Due to the removal from the floodplain designation and the requested PUD, the 20-acre minimum no longer applies to this property.

Current Comprehensive Plan Designation – NORMAN 2025: This project is located in the Suburban Residential Growth Boundary Designation. Within the Suburban Residential Growth boundary, the area is recognized as suitable for development from an environmental standpoint, but not planned for sanitary sewer service.

The Plan recommends but does not require development at suburban densities, one unit per two acres. This proposal is scheduled for one unit per 1.45 acres with the possibility of a single ADU to allow for aging in place. Development will generally require individual water wells and sewage treatment systems, which this proposal included.

ALTERNATIVES/ISSUES:

IMPACTS: This development will have access off Red Sky Ranch Drive only. There will be no access from 48th Ave. N.W. The single-family development may represent a minimal impact on the traffic volume of the area. Red Sky Ranch Section 2 will be located east of the FEMA floodplain.

OTHER AGENCY COMMENTS:

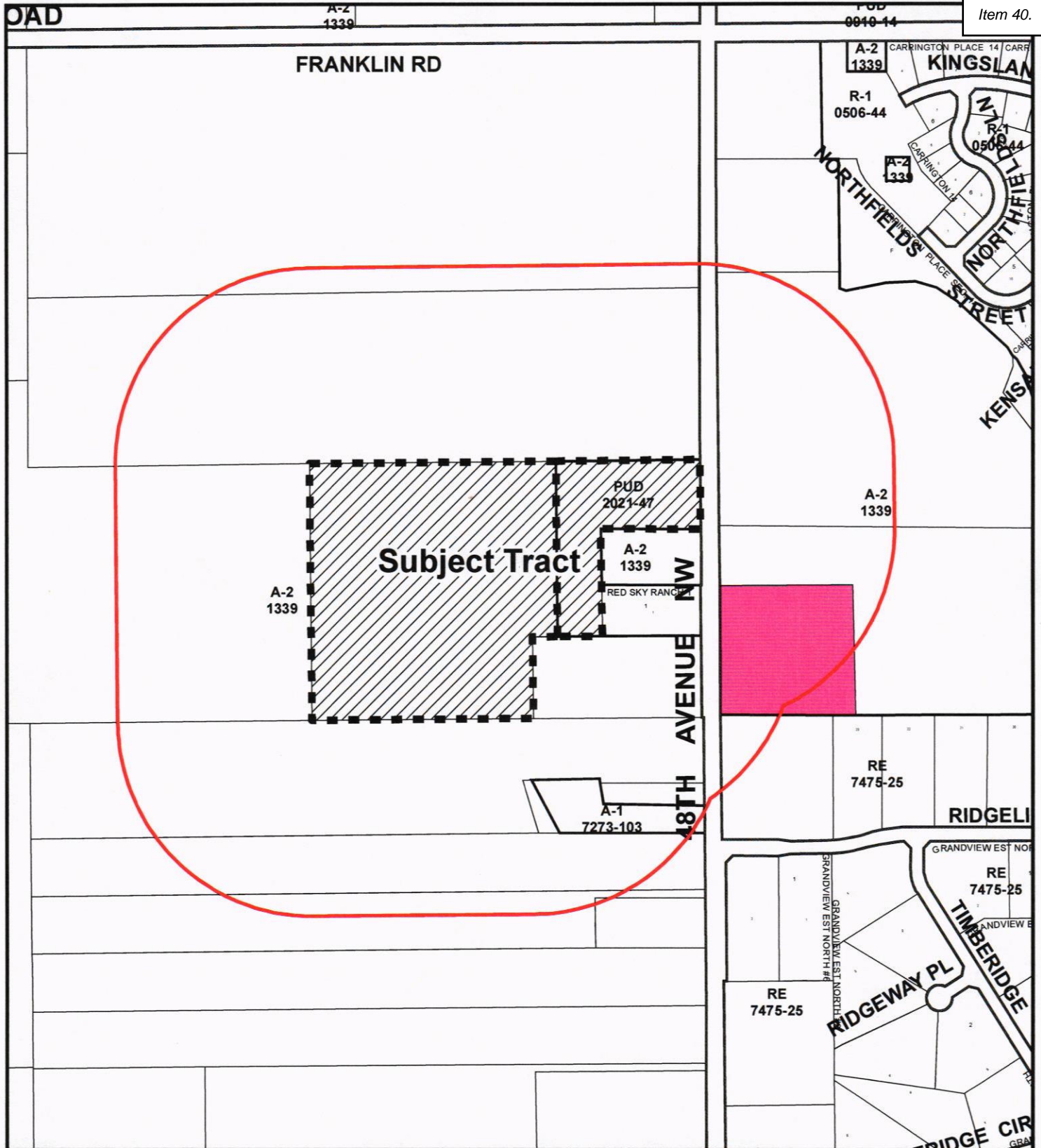
FIRE DEPARTMENT: If additional Phases are planned to exceed 30 dwelling units, a plan to add an additional entrance is required per IFC adopted appendix D107.1.

PUBLIC WORKS/ENGINEERING: A new detention pond will be constructed to control storm water runoff.

TRAFFIC ENGINEER: Every lot should take access off Red Sky Ranch Dr.; access to 48th N.W. will be in violation of the access requirements defined in the City's Engineering Design Criteria.

UTILITIES: No comments.

CONCLUSION: Staff forwards this request for rezoning to a PUD, Planned Unit Development, and Ordinance No. O-2324-2 to the Planning Commission for consideration and recommendation to City Council.



Protest Map

4.30% Protest Within Notification Area
0.00% Support Within Notification Area



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



0 250 500 Feet

July 11, 2023

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

Louise Higginbotham
4201 48th Avenue Northwest
Norman, OK 73072

RECEIVED
JUL 10 2023
BY: Melissa N.

July 9, 2023

City of Norman Planning Services Division
225 N Webster Ave
Norman, OK 73069

Subject: Opposition to Rezoning for Proposed Development

Dear Members of the Zoning Commission,

I write to you today with great concern regarding the proposed development project and the potential rezoning that accompanies it. I urge you to carefully consider the following points before making a decision that could have irreversible consequences for our community.

Firstly, I would like to draw attention to the plan to raise land by hauling in dirt. While this may seem like a viable solution for the developers, it poses significant risks for nearby property owners. Such elevation changes have the potential to disrupt natural drainage patterns, causing water to redirect towards existing properties. This alteration increases the likelihood of flooding and poses a threat to the safety and well-being of our community members.

Additionally, the proposed retaining pond is insufficient to address the drainage problems that will arise from the introduction of additional hard surfaces. The City of Norman's own website highlights the vital role of the affected floodplains in flood storage, conveyance, and reduction of flood velocities and peaks.

"Floodplains and wetlands provide breeding and feeding grounds for fish and wildlife, create and enhance waterfowl habitat, and protect habitats for rare and endangered species. The floodplains are an important asset to the City of Norman. They provide open space, aesthetic pleasure, and areas for active uses such as parks. "

- <https://www.normanok.gov/your-government/departments/public-works-department/stormwater-division/flood-hazard-protection>

By allowing more hard surfaces to replace these crucial floodplains, we risk diminishing their effectiveness in flood prevention and compromising the water quality of our city.

Moreover, the runoff of residential lawn chemicals resulting from this development poses a serious threat to existing agricultural land use. The City of Norman has recognized the importance of protecting water quality through the enactment of the Manufactured Fertilizer Ordinance and the Water Quality Protection Zone Ordinance. These measures aim to improve water quality and prevent pollution caused by the runoff of harmful substances. Allowing this proposed development to proceed would contradict the city's own efforts and put our agricultural land and livestock at risk.

Lastly, the introduction of additional septic tanks and water wells associated with the proposed development poses considerable risks to the supply and quality of water for both existing agricultural and residential use. The potential for contamination and depletion of our valuable water resources cannot be overlooked. Our community depends on access to clean and sufficient water, and we should prioritize its preservation for the benefit of current and future generations.

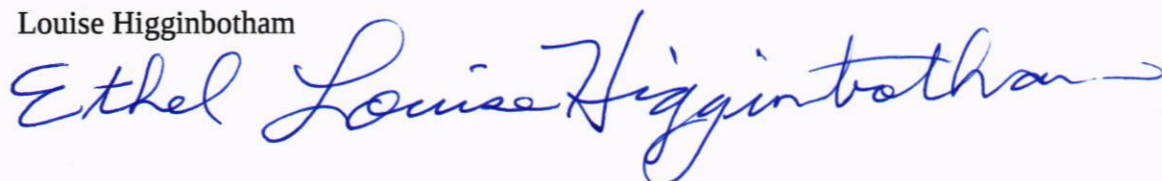
I implore you to review the City of Norman's own website and consider the strong case it makes against the proposed development. Our floodplains, wetlands, and agricultural lands provide essential benefits to our community, including flood control, water filtration, wildlife habitat, and open spaces. Rezoning for this development would jeopardize these vital assets that contribute to the health, beauty, and ecological balance of our city.

In light of these concerns, I respectfully request that you reconsider the rezoning proposal and carefully evaluate its potential impacts on our community and environment. Let us prioritize sustainable development practices that protect our natural resources and preserve the well-being of our residents.

Thank you for your attention to this matter. I trust that you will make a decision that reflects the best interests of our community and upholds the values outlined on the City of Norman's website.

Sincerely,

Louise Higginbotham



RECEIVED
JUL 10 2023
BY: Melissa N



Item 40.

RECEIVED
JUL 10 2023
BY: Melissa N.





CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, July 13, 2023 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 13th day of July, 2023.

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

* * *

Chair Erica Bird called the meeting to order at 6:33 p.m.

ROLL CALL

PRESENT

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

ABSENT

Douglas McClure
Michael Jablonski

A quorum was present.

STAFF PRESENT

Jane Hudson, Planning Director
Lora Hoggatt, Planning Services Manager
Anais Starr, Planner II
Melissa Navarro, Planner II
Zach Abell, Planner I
Roné Tromble, Admin. Tech. IV
Beth Muckala, Assistant City Attorney
David Riesland, Transportation Engineer
Todd McLellan, Development Engineer
Jack Burdett, Subdivision Development Coordinator
Bryce Holland, Multimedia Specialist

PUD Zoning & Preliminary Plat

10. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of O-2324-2: West Franklin Holding Co., LLC requests rezoning from A-2, Rural Agricultural District, and PUD, Planned Unit Development (O-2021-47), to PUD, Planned Unit Development, for approx. 26.232 acres of property generally located south of Franklin Road and west of 48th Avenue NW.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. PUD Narrative with Exhibits A-E

11. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of PP-2324-2: Consideration of a Revised Preliminary Plat submitted by McKown Family, L.L.C. (SMC Consulting Engineers, PC) for RED SKY RANCH SECTION 2, for approx. 26.232 acres of property generally located south of West Franklin Road and west of 48th Avenue NW.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Revised Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Revised Preliminary Site Plan

Ms. McKown asked to be recused for these items.

Motion made by McDaniel, seconded by Kindel, to allow Ms. McKown to recuse for O-2324-2 and PP-2324-2.

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

The motion to allow Ms. McKown to recuse carried by a vote of 7-0. She vacated her seat.

PRESENTATION BY STAFF: Ms. Navarro presented the staff report, a copy of which is filed with the minutes. One protest letter was received which represented 4.3% of the notification area.

Mr. Griffith asked about the grade difference between the subject property and the property of the person who submitted the protest letter. Ms. Navarro indicated she is in the audience and can address that.

PRESENTATION BY THE APPLICANT: Gunner Joyce, representing the applicant, stated that the subject property all drains to the west and is designed with a detention pond to retain all the drainage from the project. He presented the project.

Mr. Griffith asked about accessory buildings. Mr. Joyce explained they have retained the language from RE zoning that allows accessory barns, shops, etc. They have added an allowance for accessory dwelling unit, which could be a barndominium.

Mr. Griffith asked if the accessory buildings will mirror the structure of the house. Mr. Joyce responded that the PUD does not obligate that, but it is usually addressed in the private covenants. Richard McKown, 4409 Cannon Drive, further addressed the covenants.

Mr. Parker asked about the slivers of floodplain. Chris Anderson, SMC Consulting Engineers, explained that the plan is to get the lots built up. He noted there is an existing detention pond on the south side of the sports facility which will handle about $\frac{3}{4}$ of the site.

AUDIENCE PARTICIPATION:

Louise Higgenbotham, 4201 48th Avenue N.W., expressed concern for her neighbors from the runoff from this development, as well as from additional water wells and septic systems, and from chemicals and fertilizers used on the properties. She also made comments with regard to who received notice of this project.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Ms. Kindel did not think that additional wells needs to be a concern to neighbors, based on information collected when the City needed to drill additional wells in Ward 5.

Ms. Bird commented that more protests can be submitted prior to the City Council meeting, and there will be opportunity for public comments at that meeting as well.

Ms. Bird appreciated that ADUs cannot be rented separately.

Motion made by McDaniel, seconded by Parker, to recommend approval of O-2324-2 and PP-2324-2 to City Council.

Voting Yea: Brewer, McDaniel, Parker, Bird, Griffith, Kindel

The motion to recommend approval of O-2324-2 and PP-2324-2 to City Council carried by a vote of 6-0.

Ms. McKown resumed her seat.

*

File Attachments for Item:

41. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT PP-2324-2: FOR RED SKY RANCH ADDITION, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED 1,600 FEET SOUTH OF EAST FRANKLIN ROAD ON THE WEST SIDE OF 48TH AVENUE NW).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT PP-2324-2: FOR RED SKY RANCH ADDITION, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED 1,600 FEET SOUTH OF EAST FRANKLIN ROAD ON THE WEST SIDE OF 48TH AVENUE NW).

BACKGROUND:

This item is a revised preliminary plat for Red Sky Ranch Addition, a Planned Unit Development and is generally located 1,600-feet south of East Franklin Road on the west side of 48th Avenue N.W. The revision consists of a larger development. Previously three (3) lots on 19.46 acres were proposed. This revised preliminary plat consists of 26.23 acres. Each tract is 1.47 acres or greater. There are ten (10) proposed single-family residential lots. All of the residential lots will take access from the interior street Red Sky Ranch Drive.

Planning Commission, at its meeting of July 13, 2023, recommended that this property be placed in the PUD, Planned Unit Development and removed from A-2, Rural Agricultural District. In addition, Planning Commission recommended to City Council the approval of the revised preliminary plat for Red Sky Ranch Addition, a Planned Unit Development.

DISCUSSION:

The proposed 10 single family dwelling units in this Addition is expected to generate approximately 94 trips per day, 7 AM peak hour trips, and 9 PM peak hour trips. The development is proposed for location on the west side of 48th Avenue NW south of Franklin Road. Obviously being well below the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer was asked to submit a traffic memo to document the trip generation potential for this application. On behalf of the developer Traffic Engineering Consultants, Inc. submitted the traffic impact analysis memorandum. No traffic operational issues are anticipated due to the development.

STREET	NO. OF LANES	EXISTING TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
48 th Avenue NW	2	3,387	94	3,481	17,100	19.81	20.36

The proposed development will access 48th Avenue NW from the west by the proposed public street intersection (Red Sky Ranch Drive). This proposed intersection on 48th Avenue NW will be designed for full access. Each of the residential lots have frontage along Red Sky Ranch Drive and should take access from this new, local street. Capacity exceeds demand in this area. As such, no additional off-site improvements are anticipated.

PUBLIC IMPROVEMENTS:

1. **Fire Protection.** Fire protection will be provided by the Norman Fire Department.
2. **Sanitary Sewers.** Individual sanitary sewer systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
3. **Drainage.** A detention facility is proposed to control storm water runoff. An easement covering the detention pond will be required with final platting.
4. **Sidewalks.** Sidewalks are required adjacent to 48th Avenue N.W. based on the fact 48th Avenue N.W. is designated as an urban street. Staff will recommend deferral with final platting. Sidewalks are not required adjacent to the interior street Red Sky Ranch Drive based on the fact it is classified as a rural street.
5. **Street.** Forty-eighth Avenue N.W. is designated as a Minor Urban Arterial Street by the CTP (Comprehensive Transportation Plan). As a result, street improvements will be required. Staff will recommend deferral of 48th Avenue N.W. paving improvements with the final plat. The interior street will be constructed as a rural public street.
6. **Water.** Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

PUBLIC DEDICATIONS.

1. **Rights-of Way and Easements.** All rights-of-way and easements will be dedicated to the City with final platting.
2. **Flood Plain.** Lots 6 through 10 contains Flood Plain however there is sufficient area to construct the structure, private sanitary system and water well outside of the Flood Plain.

RECOMMENDATIONS:

Staff recommends approval of the revised preliminary plat for Red Sky Ranch Addition, a Planned Unit Development.

LEGAL DESCRIPTION

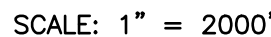
A tract of land being a part of the Northeast Quarter (N.E. ¼) of Section 9, Township 9 North (T9N), Range 3 West (R3W), of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of said NE/4; THENCE South 89°32'52" West along the South line of said NE/4 a distance of 700.00 feet to the POINT OF BEGINNING, said point also being the Southwest corner of a tract of land described in Quit Claim Deed recorded in Book 6047, Page 1399;

THENCE continuing South 89°32'52" West along said South line a distance of 860.13 feet; THENCE North 00°03'53" East a distance of 990.60 feet to a point on the South line of a tract being the N/2, S/2, S/4, of said NE/4, as recorded in Book 6170, Page 534; THENCE North 89°35'55" East along said South line a distance of 1549.69 feet to the Southeast corner of said N/2, S/2, S/4, NE/4; THENCE South 00°32'21" East along the East line of said NE/4 a distance of 268.41 feet; THENCE North 89°47'56" West a distance of 433.55 feet; THENCE South 00°53'24" East a distance of 412.41 feet to a point on the North line of said tract of land described in Quit Claim Deed recorded in Book 6047, Page 1399, said point being the Northwest corner of said NE/4, NE/4, S/4, a platted subdivision of the City of Norman recorded in Plat Book 25, Page 184; THENCE South 89°32'52" West along the North line of said tract of land described in Quit Claim Deed recorded in Book 6047, Page 1399, a distance of 269.01 feet to the Northwest corner thereof; THENCE South 00°32'21" East along the West line of said tract of land described in Quit Claim Deed recorded in Book 6047, Page 1399, a distance of 313.33 feet to the POINT OF BEGINNING;

Said tract containing 1,142,653 square feet, or 26.232 acres, more or less.

NOTE : THE EXISTING SPORTS COMPLEX AND ASSOCIATED PARKING AND DRIVES WILL REMAIN UNTIL THE LAST PHASES OF THE RESIDENTIAL PROJECT. AT THAT TIME IT WILL BE REMOVED SO THAT THE RESIDENTIAL PROJECT CAN BE COMPLETED.



REVISED PRELIMINARY PLAT
RED SKY RANCH
A PLANNED UNIT DEVELOPMENT
A PART OF THE N.E. ¼ OF SECTION 9, T9N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

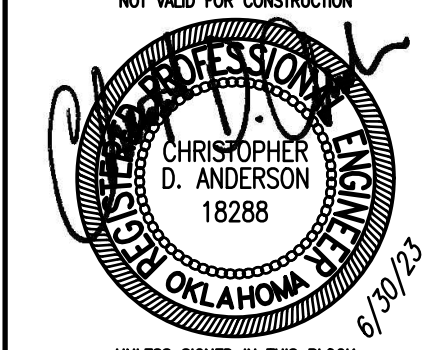
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OWNER/DEVELOPER:

MCKOWN FAMILY, LLC
1320 N PORTER
NORMAN OK 73071
(405) 364-1152

ENGINEER:

SMC CONSULTING ENGINEERS, P.C.
815 W. MAIN ST.
OKLAHOMA CITY, OK 73106
(405) 232-7715



**RED SKY RANCH
A PLANNED UNIT DEVELOPMENT**

**48th AVE. N.W. & TECUMSEH RD.
NORMAN, OKLAHOMA**

SMC
SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859
 Website: www.smcokc.com

No.	Revision	By	Date

PROJECT NO.: 5596.02
DATE: 6/30/23
SCALE: 1" = 60'
DRAWN BY: D.G.
ENGINEER: Christopher D. Anderson
P.E. NUMBER: 18288

REVISED
PRELIMINARY PLAT

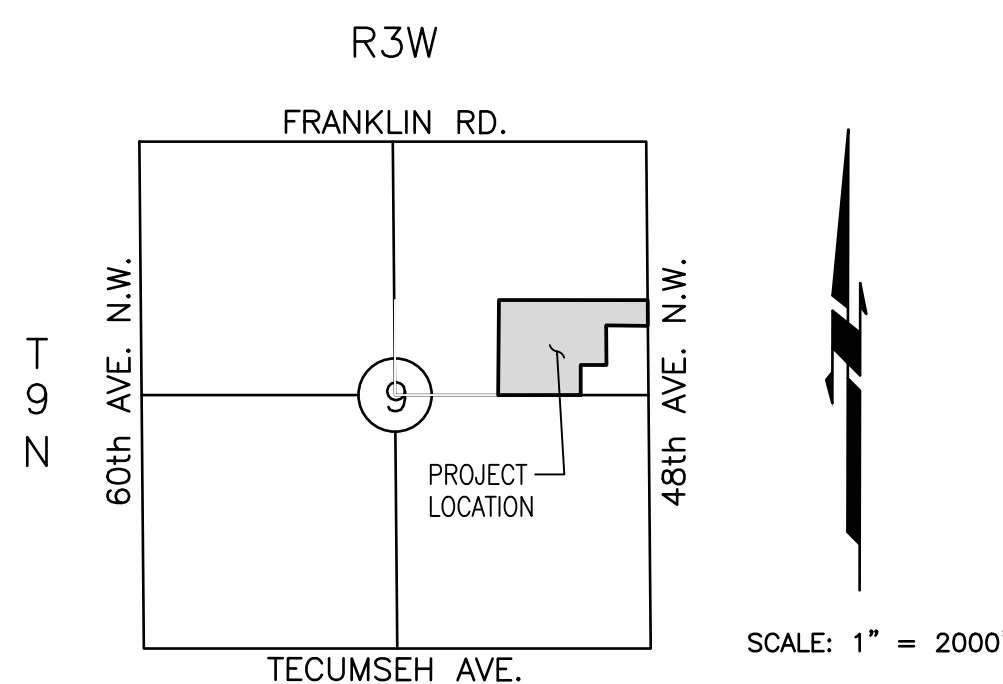
SHEET NO
1

N:\DWGS\5596.00\REVISED PRELIMINARY PLAT - 2023\5596 PRELIMINARY PLAT - 2023.DWG
Plotted by: Chris Anderson @ 6/30/2023 3:53 PM

STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION IN THE PLAT OF RED JAY RANCH. HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES, IT IS DETERMINED TO BE A HAZARD TO THE PUBLIC PURSUANT TO THE PUBLIC WORKS ACT. THE HAZARD SHALL BE REMOVED OR PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNERS ASSOCIATION. OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNERS SHALL BE PERMITTED TO MAINTAIN THE FACILITY. ANY MAINTENANCE PERFORMED BY THE PROPERTY OWNER DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

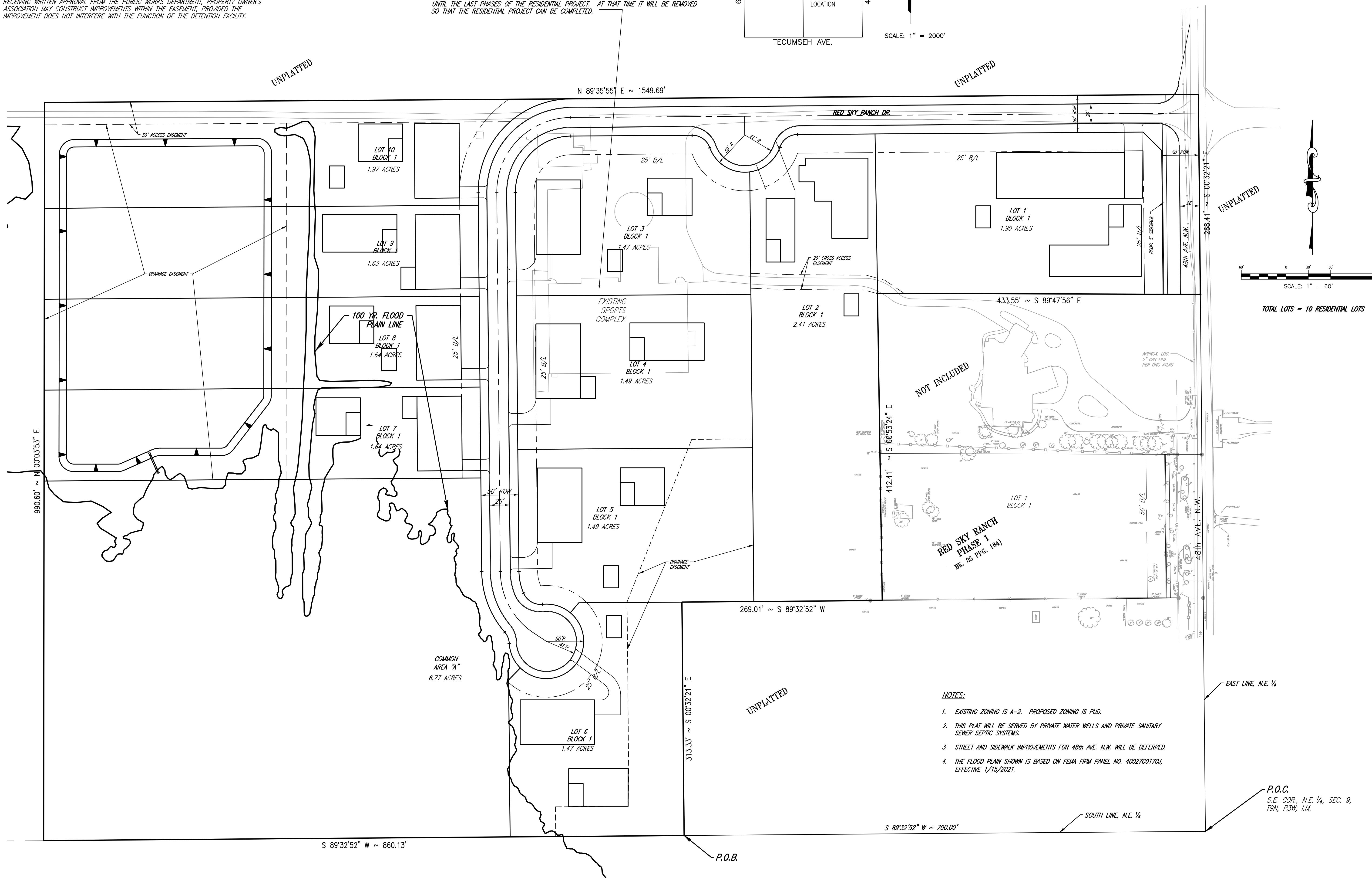
NOTE : THE EXISTING SPORTS COMPLEX AND ASSOCIATED PARKING AND DRIVES WILL REMAIN UNTIL THE LAST PHASES OF THE RESIDENTIAL PROJECT. AT THAT TIME IT WILL BE REMOVED SO THAT THE RESIDENTIAL PROJECT CAN BE COMPLETED.



REVISED PRELIMINARY SITE PLAN

RED SKY RANCH

A PLANNED UNIT DEVELOPMENT
A PART OF THE N.E. 1/4 OF SECTION 9, T9N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



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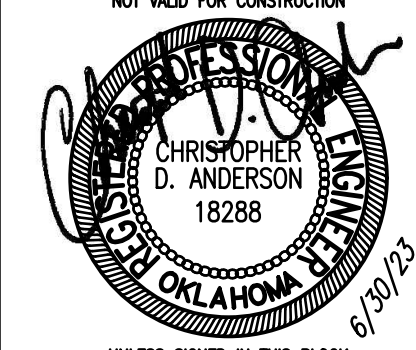
OWNER/DEVELOPER:

MCKOWN FAMILY, LLC
1320 N PORTER
NORMAN OK 73071
(405) 364-1152

ENGINEER:

SMC CONSULTING ENGINEERS, P.C.
815 W. MAIN ST.
OKLAHOMA CITY, OK 73106
(405) 232-7715

NOT VALID FOR CONSTRUCTION



UNLESS SIGNED IN THIS BLOCK

**RED SKY RANCH
A PLANNED UNIT DEVELOPMENT**

**48th AVE. N.W. & TECUMSEH RD.
NORMAN, OKLAHOMA**

SMC
SMC Consulting Engineers, P.C.
815 West Main — Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859
Website: www.smcinc.com

PROJECT NO.: 5596.00
DATE: 6/30/23
SCALE: 1" = 60'
DRAWN BY: D.G.
ENGINEER: Christopher D. Anderson
P.E. NUMBER: 18288

REVISED
PRELIMINARY SITE PLAN

SHEET NO.
1



CITY OF NORMAN

Development Review Form

Transportation Impacts

DATE: June 22, 2023

STAFF REVIEW BY: Awet Frezgi, P.E.
City Traffic Engineer

PROJECT NAME: Red Sky Ranch Section 2

PROJECT TYPE: Residential

Owner: Mckown Family, LLC
Developer's Engineer: SMC
Developer's Traffic Engineer: TEC

SURROUNDING ENVIRONMENT (Streets, Developments)

Very low density residential surrounds the proposed site on 48th Avenue NW with significant floodplain to the west of the site in the Ten Mile Flat Conservation Area.

ALLOWABLE ACCESS:

The site proposes one access point. The access point will be a new public street, Red Sky Ranch Drive, intersection 48th Avenue NW from the west. The location of this access point meets the applicable requirements in the Engineering Design Criteria.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)

48th Avenue NW: 2 lanes (existing). Speed Limit - 50 mph. No sight distance problems. No median.

ACCESS MANAGEMENT CODE COMPLIANCE: YES ☒ NO ☐

Proposed number of access points for the development is in compliance with what is allowed in the subdivision regulations.

TRIP GENERATION

Time Period	Total	In	Out
Weekday	94	47	47
A.M. Peak Hour	7	2	5
P.M. Peak Hour	9	6	3

TRANSPORTATION IMPACT STUDY REQUIRED? YES ☐ NO ☒

Obviously being well below the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer was asked to submit a traffic memo to document the trip generation potential for this application. On behalf of the developer Traffic Engineering Consultants, Inc. submitted the traffic impact analysis memorandum. No traffic operational issues are anticipated due to the development.

RECOMMENDATION: APPROVAL ☒ DENIAL ☐ N/A ☐ STIPULATIONS ☐

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

The proposed development will access 48th Avenue NW from the west by the proposed public street intersection (Red Sky Ranch Drive). This proposed intersection on 48th Avenue NW will be designed for full access. Each of the residential lots have frontage along Red Sky Ranch Drive and should take access from this new, local street. Capacity exceeds demand in this area. As such, no additional off-site improvements are anticipated.

Planning Commission Agenda
July 13, 2023

PRELIMINARY PLAT

ITEM NO. 11

PP-2324-2

STAFF REPORT

ITEM: Consideration of a Revised Preliminary Plat for **RED SKY RANCH ADDITION, A PLANNED UNIT DEVELOPMENT.**

LOCATION: Generally located 1,600-feet south of West Franklin Road on the west side of 48th Avenue N.W.

INFORMATION:

1. Owner. McKown Family, L.L.C.
2. Developer. McKown Family, L.L.C.
3. Surveyor. SMC Consulting Engineers, PC.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1320 annexing this property into the Norman City Limits without zoning.
2. December 19, 1961. Planning Commission recommended placing this property in the A-2, Rural Agricultural District.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in A-2, Rural Agricultural District.
4. June 10, 2021. Planning Commission, on a vote of 7-0, recommended placing a portion of this property in the PUD, Planned Unit Development and removing it from A-2, Rural Agricultural District.
5. June 10, 2021. Planning Commission, on a vote of 7-0, recommended to City Council the approval of the preliminary plat of Red Sky Ranch Addition, a Planned Unit Development.
6. July 27, 2021. City Council adopted Ordinance No. O-2021-47 placing a portion of this property in the PUD, Planned Unit Development and removing it from A-2, Rural Agricultural District.
7. July 27, 2021. City Council approved the preliminary plat for Red Sky Ranch Addition, a Planned Unit Development.

8. July 13, 2023. The applicant has made a request to rezone this property from A-2, Rural Agricultural District and PUD, Planned Unit Development to PUD, Planned Unit Development.

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Sanitary Sewers. Private individual sanitary sewer systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
3. Drainage. A detention facility is proposed to control storm water runoff. An easement covering the detention pond will be required with final platting.
4. Sidewalks. Sidewalks are required adjacent to 48th Avenue N.W. based on the fact 48th Avenue N.W. is designated as a Minor Urban Arterial. Staff will recommend deferral with final platting. Sidewalks are not required adjacent to the interior street Red Sky Ranch Drive based on the fact it is classified as a rural residential street.
5. Street. Forty-eighth Avenue N.W. is designated as a Minor Urban Arterial Street by the CTP (Comprehensive Transportation Plan). As a result, street improvements will be required. Staff will recommend deferral of 48th Avenue N.W. paving improvements with the final plat. The interior street will be constructed as a rural public street.
6. Water. Private individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

PUBLIC DEDICATIONS:

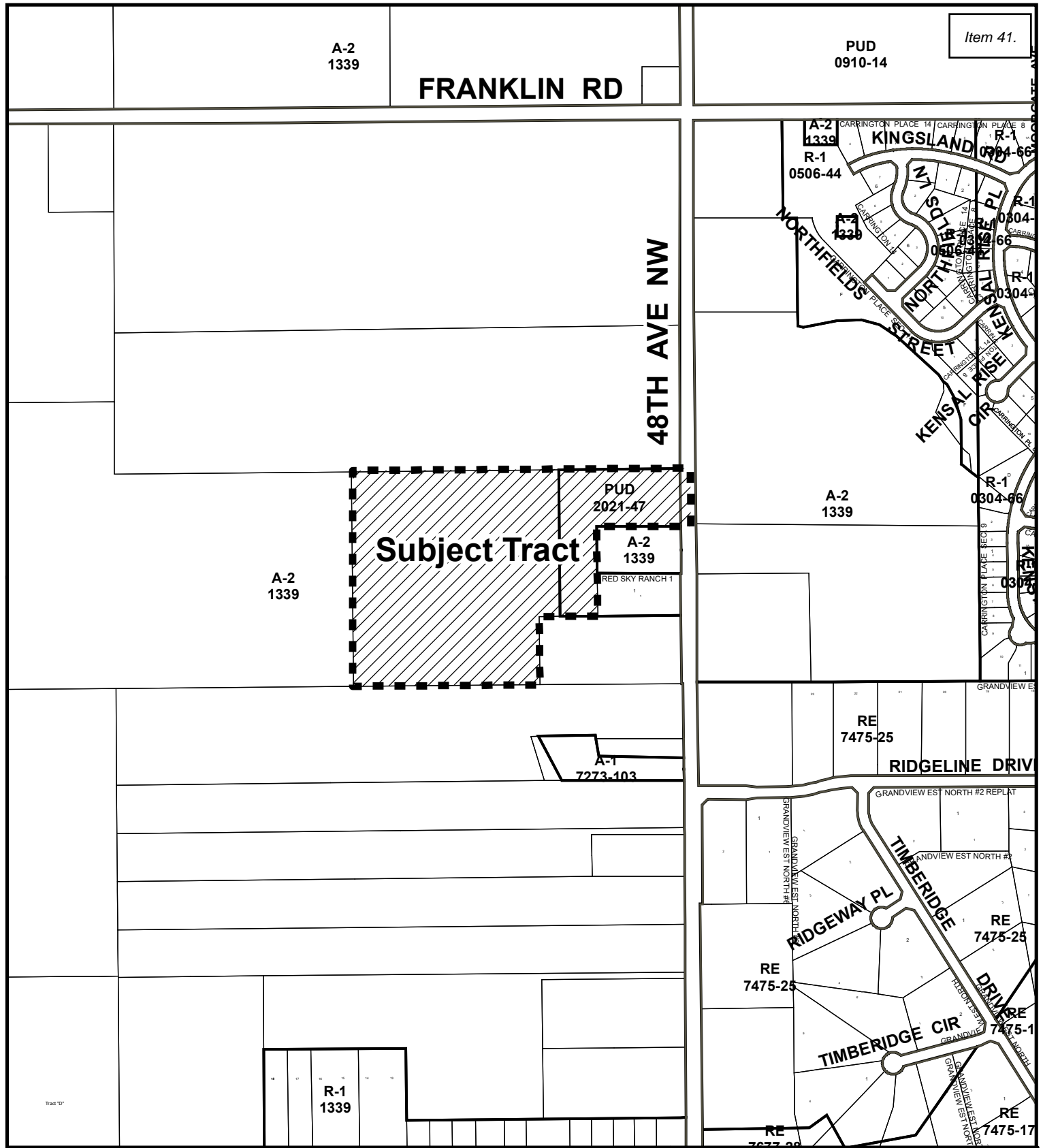
1. Easements. All required easements will be dedicated to the City on the final plat.
2. Right-of-Way. Street right-of-way will be dedicated to the City on the final plat.
3. Flood Plain. Lots 6 through 10 contains Flood Plain however there is sufficient area to construct the structure, private sanitary system and water well outside of the Flood Plain.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary site development plan and revised preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: This property consists of 26.23 acres. Each tract is 1.47 acres or greater. There are ten (10) proposed single-family residential lots. All of the lots will take access from the interior street Red Sky Ranch Drive. The existing PUD zoned property is being incorporated into this preliminary plat. Staff recommends approval of the revised preliminary plat for Red Sky Ranch Addition, a Planned Unit Development.

ACTION NEEDED: Recommend approval or disapproval of the revised preliminary plat for Red Sky Ranch Addition, a Planned Unit Development to City Council.

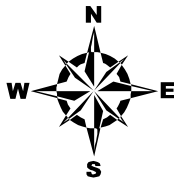
ACTION TAKEN:_____



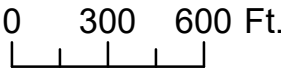
Location Map



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



May 3, 2023



Subject Tract



Zoning

City Council Agenda

PP-2324-2

August 22, 2023

ITEM: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A REVISED PRELIMINARY PLAT FOR RED SKY RANCH ADDITION, A PLANNED UNIT DEVELOPMENT.

LOCATION: Generally located 1,600-feet south of East Franklin Road on the west side of 48th Avenue N.W.

INFORMATION:

1. Owner. McKown Family, L.L.C.
2. Developer. McKown Family, L.L.C.
3. Engineer. SMC Consulting Engineers, PC.

HISTORY:

1. Refer to the Planning Commission Staff, July 13, 2023.
2. July 13, 2023. Planning Commission, on a vote of 6-0, recommended placing this property in the PUD, Planned Unit Development and removing it from A-2, Rural Agricultural District.
3. July 13, 2023. Planning Commission, on a vote of 6-0, recommended to City Council the approval of the revised preliminary plat of Red Sky Ranch Addition, a Planned Unit Development.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, July 13, 2023.

PUBLIC DEDICATIONS:

1. Refer to the Planning Commission Staff Report, July 13, 2023.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum; location map; preliminary plat; Staff Report recommending approval; and pertinent excerpts from Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Approve or reject the revised preliminary plat for Red Sky Ranch Addition, a Planned Unit Development subject to the approval of O-2324-2.

ACTION TAKEN: _____

File Attachments for Item:

42. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-4 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SIX (6), TOWNSHIP EIGHT (8) 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. (1104 WEST LINDSEY STREET)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Hunter Miller Family, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-4 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SIX (6), TOWNSHIP EIGHT (8) 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. (1104 WEST LINDSEY STREET)

PROJECT OVERVIEW: The applicant is requesting a rezoning from R-1, Single-Family Dwelling District, to SPUD, Simple Planned Unit Development, for 1.5 acres at 1104 W. Lindsey Street. This SPUD seeks to allow the applicant to split and develop the Property as three single-family residential lots. The applicant must request a SPUD for this development/design because the proposed lot configuration, particularly for Lot 3, does not meet current R-1 requirements for lot width along the street frontage.

PROCEDURAL REQUIREMENTS

GREENBELT COMMISSION: N/A for this item

PRE-DEVELOPMENT MEETING: PD 23-23

After a discussion with the applicant's representative, attendees understood the project and its scope but still had questions about traffic flow, fencing by adjacent properties (namely Penny Hill), and lot sizes. Attendees asked if vehicles will be backing out onto W. Lindsey St. The applicant's engineer explained there will be enough space on the development to turn around and exit the driveway with no need for reversing into the street. Attendees asked if all the trees will be removed. The applicant explained they are going to keep trees as shown on the site plan;

they tried to save the large trees on the lot but trees will be removed to allow for the placement of homes and pavement.

ZONING ORDINANCE CITATION:

SEC 36-510 – SIMPLE PLANNED UNIT DEVELOPMENTS

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

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

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

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

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

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

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

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

STAFF ANALYSIS: The particulars of this SPUD include:

USE: The SPUD Narrative includes the allowable uses for this proposal as Exhibit C. The proposed uses are the same as the uses permitted in R-1.

OPEN SPACE: Open space shall be utilized on the Property as shown on the Site Development Plan. The impervious area and building coverage for the Property shall not exceed 65% per lot.

SITE PLAN/ACCESS: The proposed site plan has one access point, a private drive, off W. Lindsey Street. The driveway shown on the site development plan provides access to each of the three lots. The driveway is 26' wide to allow for additional parking and two-way traffic. The existing house on the property will remain and each of the two new lots will have a single-family home. The site development plan shows two proposed rain gardens – one on Lot 2 near W. Lindsey Street and one on Lot 3 along the eastern property line behind the residence.

The following shall be the required building setbacks:

- The front setback shall be a minimum of twenty-five (25) feet.
- All other building setbacks shall be a minimum of five (5) feet.

The proposed lot width for Lot 3 is only 30' wide. The typical R-1 lot width is 35' where abutting a street and 50' at the building line.

LANDSCAPING: Landscaping shall be installed and maintained in order to meet or exceed the City of Norman's applicable landscaping requirements for single-family residential lots, as amended from time to time. The locations and types of landscaping are subject to modification during final site development.

SIGNAGE: All signs shall comply with the sign standards of the City of Norman Sign Code as applicable to a zoning of R-1, Single-Family Dwelling District.

HEIGHT: No buildings will be taller than 3.5 stories or 35' in height, excluding any necessary roof top mechanical units, equipment, screening, or parapet walls.

LIGHTING: The Property shall comply with the City of Norman's applicable lighting requirements for single-family residential lots, as amended from time to time.

SANITATION: Polycarts will be used by each residence for trash collection.

PARKING: The property will comply with the City's applicable parking ordinances. Each single-family residence will be required to provide two spaces per dwelling unit.

SIDEWALKS: A five (5) foot sidewalk will be installed in the location shown on the Site Development Plan and will meet or exceed the City of Norman's applicable standards and ordinances for sidewalk design and construction, as amended from time to time.

FENCING: The SPUD Narrative states fencing is allowed but not required. Fencing, if installed, may be brick, stone, wood, wrought iron, or other material. The maximum fence height for the property will be 8'.

EXTERIOR BUILDING MATERIALS: The exterior materials of the building to be constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof.

EXISTING ZONING: The current zoning for the subject property is R-1, Single-Family Dwelling District. This zoning district allows for the development of single-family homes and accessory structures.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed uses for this development are similar or less intense than the surrounding area.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: No comments.

PUBLIC WORKS/ENGINEERING: The subject property will be subdivided by a Short Form Plat (SFP). The zoning must be in place before the SFP can go forward.

TRAFFIC ENGINEER: No comments.

UTILITIES: Residents of all lots will be required to take polycarts to Lindsey Street for trash and recycling services. The City has requested the applicant have an agreement filed of record for Lot 3 regarding the trash/recycling requirements and a long private water service and an agreement filed of record for Lot 2 regarding a long private water service. This is to ensure the current and future owners understand the requirements for services and what their responsibilities are for development.

CONCLUSION: Staff forwards this request for rezoning to SPUD, Simple Planned Unit Development, and Ordinance O-2324-4 for consideration by City Council.

At their July 13, 2023 meeting, Planning Commission unanimously recommended adoption of Ordinance O-2324-4, by a vote of 7-0.

O-2324-4

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SIX (6), TOWNSHIP EIGHT (8) 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. (1104 WEST LINDSEY STREET)

- § 1. WHEREAS, Hunter Miller Family, L.L.C., the owners of the hereinafter described property, have made application to have the subject property removed from the R-1, Single Family Dwelling District and placed in the SPUD, Simple Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the R-1, Single Family Dwelling District and place the same in the SPUD, Simple Planned Unit Development District, to wit:

A part of the Northwest Quarter (NW1/4) of Section Six (6), Township Eight (8) North, Range Two (2) West of the Indian Meridian, described as follows: Beginning at a point 33 feet South and 133 feet East of the Northwest corner of said Quarter Section; thence South 200 feet; thence East 94.5 feet; thence South 222.8 feet; thence East 117.5 feet; thence North 422.8 feet; thence West 212 feet to place of beginning.

Containing 67,352.87 Sq. Ft. or 1.5462 Acres, more or less.

Ordinance No. O-2324-4

Page 2

§ 5. Further, pursuant to the provisions of Section 36-510 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the SPUD Narrative, Site Development Plan, and supporting documentation approved by the Planning Commission on July 13, 2023, and made a part hereof.

§ 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of _____, 2023.

NOT ADOPTED this _____ day of _____, 2023.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

ESHELMAN PLACE

SIMPLE PLANNED UNIT DEVELOPMENT

APPLICANT:

HUNTER MILLER FAMILY, LLC

APPLICATION FOR:

PRELIMINARY PLAT AND
SIMPLE PLANNED UNIT DEVELOPMENT

SUBMITTED: June 1, 2023

REVISED: June 29, 2023

PREPARED BY:

RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069

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- F. Traffic Circulation and Access

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- H. Exterior Materials
- I. Fencing
- J. Drainage
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- M. Sidewalks
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EXHIBITS

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

I. INTRODUCTION

This Simple Planned Unit Development (the “**SPUD**”) is being submitted for the property located at 1104 W. Lindsey Street, as more particularly described on **Exhibit A** (the “**Property**”). This SPUD seeks to rezone the Property from the existing R-1, Single Family Dwelling designation to allow the applicant to split and develop the Property as three single family residential lots.

II. PROPERTY DESCRIPTIONS; EXISTING CONDITIONS

A. Location

The Property is located at 1104 W. Lindsay Street, which is near the intersection of W. Lindsey Street and S. Berry Road.

B. Existing Land Use and Zoning

The existing zoning is R-1, Single Family Dwelling, and the existing NORMAN 2025 Land Use Plan designation is Low Density Residential.

C. Elevation and Topography

The Property is largely undeveloped, with the exception of a single-family residential structure, and the topography of the Property slopes gradually from West to East.

D. Utility Services

All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) are currently located within the necessary proximity to serve the Property, or they will be extended by the Applicant, as necessary.

E. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by applicable City codes, ordinances, and/or regulations.

F. Traffic Circulation and Access

Traffic circulation and access to the Property shall be allowed in the manner shown on the attached Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

A. Uses Permitted

This SPUD seeks to retain the Property's existing allowable uses under R-1, Single Family Dwelling to allow for the development of three single family residential structures on the Property, as well as accompanying uses. A complete list of allowable uses on the Property is attached as **Exhibit C**.

B. Site Plan

The Property shall be developed as depicted on the Site Development Plan, attached hereto as **Exhibit B**, subject to final design development and the changes allowed by Section 36-510 (k) of the City of Norman's SPUD Ordinance, as may be amended from time to time.

The following shall be the required building setbacks:

- The front setback shall be a minimum of twenty-five (25) feet.
- All other building setbacks shall be a minimum of five (5) feet.

C. Traffic access/circulation/sidewalks

Traffic circulation and access to the Property shall be allowed in the manner shown on the attached Site Development Plan.

D. Open Space

Open space shall be utilized on the Property as shown on the Site Development Plan. The impervious area and building coverage for the Property shall not exceed 65% per lot.

E. Signage

All signs shall comply with the sign standards of the City of Norman Sign Code as applicable to a zoning of R-1, Single Family Dwelling designation.

F. Height

No buildings shall exceed three and one-half (3-1/2) stories or thirty-five (35) feet in height, excluding any necessary roof top mechanical units, equipment, screening, or parapet walls.

G. Parking

The Property shall comply with Norman's applicable parking ordinances, as amended from time to time.

H. Exterior Materials

The exterior materials of the building to be constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents,

composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof.

I. Fencing

Fencing is permissible along the perimeter of the Property but is not required. Fencing may be brick, stone, wood, wrought iron, or other material. The maximum fence height for the Property shall be eight (8) feet.

J. Drainage

A preliminary drainage report has been provided to City Staff. The development of the Property shall meet or exceed the applicable ordinances and standards of the City, as amended from time to time. Low Impact Development Techniques (“**LIDs**”) will be used in the development of the Property to further assist in drainage management on site. The locations and types of LIDs are subject to modification during final site development.

K. Landscaping

Landscaping shall be installed and maintained in order to meet or exceed the City of Norman’s applicable landscaping requirements for single-family residential lots, as amended from time to time. The locations and types of landscaping are subject to modification during final site development.

L. Lighting

The Property shall comply with the City of Norman’s applicable lighting requirements for single-family residential lots, as amended from time to time.

M. Sidewalks

A five (5) foot sidewalk will be installed in the location shown on the Site Development Plan and will meet or exceed the City of Norman’s applicable standards and ordinances for sidewalk design and construction, as amended from time to time.

N. Sanitation

Sanitation services for the Property shall be consistent with the City of Norman’s applicable sanitation standards and regulations applicable to single family residential lots, as amended from time to time, such as poly cart service for each lot.

EXHIBIT A

Legal Description of the Property

A part of the Northwest Quarter (NW1/4) of Section Six (6), Township Eight (8) North, Range Two (2) West of the Indian Meridian, described as follows: Beginning at a point 33 feet South and 133 feet of the Northwest corner of said Quarter Section; thence South 200 feet; thence East 94.5 feet; thence South 222.8 feet; thence East 117.5 feet; thence North 422.8 feet; thence West 212 feet to place of beginning.

Containing 67,352.87 Sq. Ft. or 1.5462 Acres, more or less.

EXHIBIT B

Site Development Plan

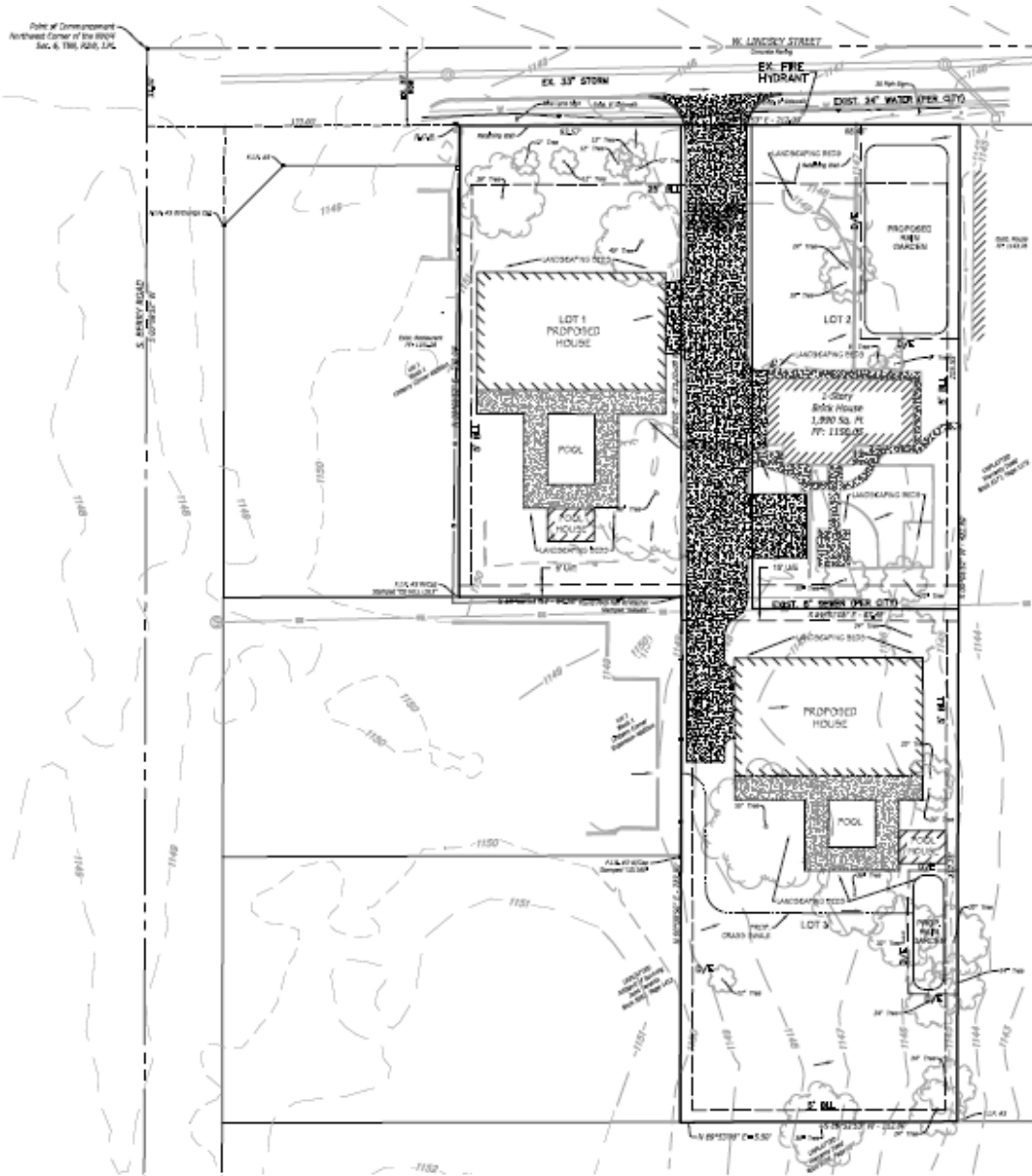
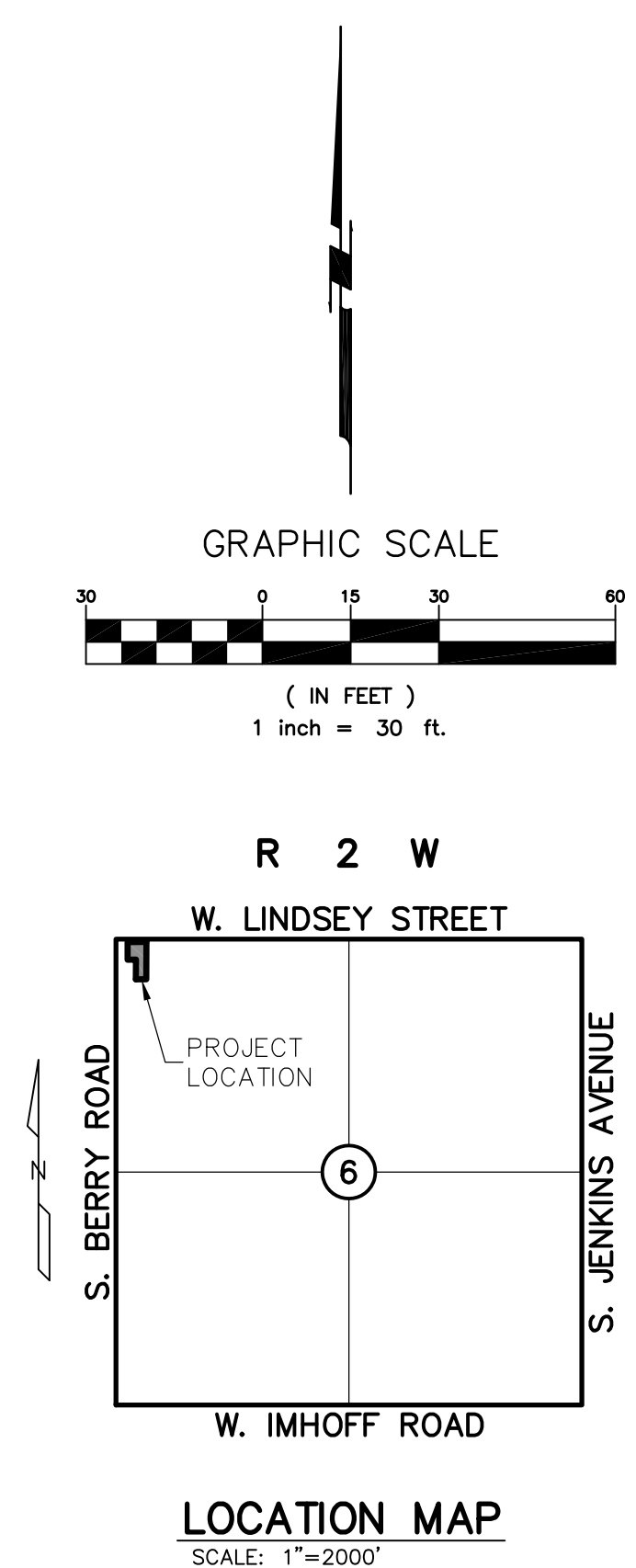
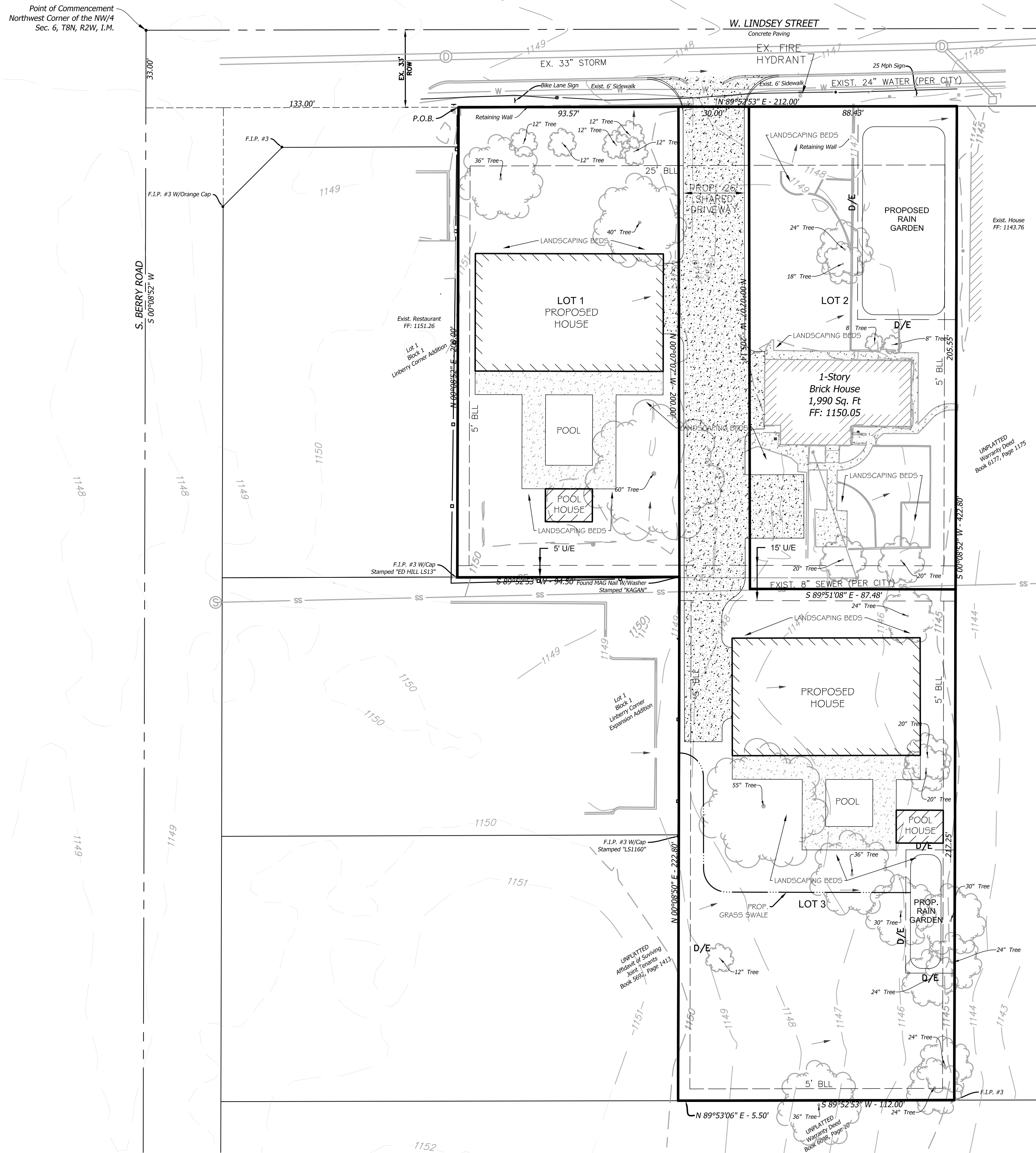


EXHIBIT C**Allowable Uses****Allowable Uses:**

- (a) Detached one family dwelling.
- (b) Family day care home.
- (c) General purpose farm or garden.
- (d) Home occupation.
- (e) Municipal recreation or water supply.
- (f) Accessory buildings.
- (g) Commercial parking only on days when the University of Oklahoma football team plays at home, subject to the following restrictions and conditions:
 - (1) On all sides of the parking area abutting other property a barrier shall be erected so as to prevent vehicles from damaging fences, trees, shrubs or other improvements on the adjoining property, such barrier to be at least two (2) feet within the property line of the property used for parking. All vehicles shall be parked within the property line of such property.
 - (2) An attendant over 18 years of age shall be on duty at all times when vehicles are parked on the property.
 - (3) All papers, containers and other trash shall be removed from the premises immediately after the vehicles have been removed.
 - (4) No vehicle shall ever be parked between the property line and any adjoining street.
 - (5) Unless a driveway is provided, a wooden or metal incline shall be placed in the gutter next to the curb on any street where there is a concrete curb, and the same shall be removed immediately after the last parked vehicle has departed. Such incline shall not exceed 25 feet in length or 12 inches in width.
 - (6) Any violation of the foregoing restrictions, whether by the owner of the property, driver of a vehicle, or other person, shall constitute an offense, and in addition to the other penalties provided by law, the owner or operator of such property so used for parking, upon conviction of such offense, shall not use said property for such purpose for the remainder of the year during which such violation occurs.
- (h) Model home, subject to an annual permit, as defined in NCC 36-101, for no more than four years.
- (i) Short-term rentals.

PRELIMINARY SITE DEVELOPMENT PLAN OF
ESHELMAN PLACE
A SIMPLE PLANNED UNIT DEVELOPMENT
A PART OF THE NORTHEAST QUARTER OF SECTION 6,
T 8 N, R 2 W, I.M., NORMAN, CLEVELAND COUNTY, OKLAHOMA



GENERAL NOTES

- EXISTING HOUSE TO REMAIN.
- EXISTING CURB CUT ON W. LINDSEY STREET TO BE WIDENED.

LEGAL DESCRIPTION

A part of the Northwest Quarter (NW1/4) of Section Six (6), Township Eight (8) North, Range Two (2) West of the Indian Meridian, described as follows: Beginning at a point 33 feet South and 133 feet of the Northwest corner of said Quarter Section; thence South 200 feet; thence East 94.5 feet; thence South 222.8 feet; thence East 117.5 feet; thence North 422.8 feet; thence West 212 feet to place of beginning. Containing 67,352.87 Sq. Ft. or 1.5462 Acres, more or less.

Legal description from Golden Land Surveying, LLC ALTA dated 09/20/2021

SUBJECT PROPERTY
1.5462± AC.
W. LINDSEY STREET
CURRENTLY ZONED R-1
REZONE TO SPUD

OWNER/DEVELOPER:
HUNTER MILLER FAMILY, LLC
P.O. BOX 5156
NORMAN, OK 73070

ENGINEER:
ARC ENGINEERING
CONSULTANTS, LLC
STEVE ROLLINS, P.E.
135 DEER CREEK ROAD
EDMOND, OK 73012

SURVEYOR:
GOLDEN LAND SURVEYING, LLC
TROY DEE, P.L.S.
4131 NW 122ND ST, STE 100
OKLAHOMA CITY, OK 73120

ESHELMAN PLACE

Arc Engineering Consultants, LLC

CIVIL ENGINEERING
LAND PLANNING
EDMOND, OK 73012
135 DEER CREEK ROAD
PHONE (405) 509-0212
FAX (405) 562-8648

CERTIFICATE OF AUTHORIZATION NO. 6290 EXP. 6/30/24

ARC
ENGINEERING
CONSULTANTS

PRELIMINARY
THIS DOCUMENT IS PRELIMINARY
IN NATURE AND IS NOT A FINAL
SIGNED AND SEALED DOCUMENT

ESHELMAN PLACE

1104 W. LINDSEY STREET
NORMAN, CLEVELAND COUNTY, OKLAHOMA

PRELIMINARY SITE PLAN

REVISIONS			DATE
NO.	DESCRIPTION	DATE	

PROJECT NUMBER:	22-010
DATE:	06-01-23
SCALE:	(HORIZ.) 1"=30'
(VERT.)	N/A

SHEET NUMBER
1 of 1



CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, July 13, 2023 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 13th day of July, 2023.

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

* * *

Chair Erica Bird called the meeting to order at 6:33 p.m.

ROLL CALL

PRESENT

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

ABSENT

Douglas McClure
Michael Jablonski

A quorum was present.

STAFF PRESENT

Jane Hudson, Planning Director
Lora Hoggatt, Planning Services Manager
Anais Starr, Planner II
Melissa Navarro, Planner II
Zach Abell, Planner I
Roné Tromble, Admin. Tech. IV
Beth Muckala, Assistant City Attorney
David Riesland, Transportation Engineer
Todd McLellan, Development Engineer
Jack Burdett, Subdivision Development Coordinator
Bryce Holland, Multimedia Specialist

SPUD Zoning

15. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of O-2324-4: Hunter Miller Family, L.L.C. requests rezoning from R-1, Single Family Dwelling District, to SPUD, Simple Planned Unit Development, for approx. 1.5 acres of property located at 1104 W. Lindsey Street.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. SPUD Narrative with Exhibits A-C
4. Preliminary Site Development Plan

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

Mr. Griffith asked what is currently on the property. Mr. Abell responded there is an existing house.

PRESENTATION BY THE APPLICANT: Gunner Joyce, Rieger Law Group representing the applicant, presented the project.

Mr. Brewer asked the width of the drive on the previous development that was reviewed recently. Mr. Joyce explained it was a single drive; this is proposed at 26' width. Mr. Brewer asked if there is currently a single drive which is going to be expanded. Mr. Joyce responded affirmatively. He added that the lots will be created by Short Form Plat after the zoning is in place.

Mr. Griffith asked if there is proposed detention. Steve Rollins, Arc Engineering, explained the proposed drainage plan, such as rain gardens.

Ms. Bird asked if it will be possible to make a 3-point turn on the proposed drive. Mr. Rollins replied that it will be a 26' wide drive, which is a regular residential width.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION: Mr. Brewer commented he thinks it is an appropriate plan to provide increased density. Because the drive is the width of a street, it may confuse drivers to think it is a street.

Motion made by Kindel, seconded by McDaniel, to recommend adoption of Ordinance No. O-2324-4 to City Council.

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

The motion to recommend adoption of Ordinance No. O-2324-4 to City Council carried by a vote of 7-0.

*

Planning Commission Agenda
July 13, 2023

ORDINANCE NO. O-2324-4

ITEM NO: 15

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Hunter Miller Family, L.L.C.
REQUESTED ACTION	Rezoning to SPUD, Simple Planned Unit Development District
EXISTING ZONING	R-1, Single Family Dwelling District
SURROUNDING ZONING	North: CO, Suburban Commercial Office District and R-1, Single-Family Dwelling District East: R-1, Single-Family Dwelling District South: CO, Suburban Commercial Office District and R-1, Single-Family Dwelling District West: C-2, General Commercial District and CO, Suburban Commercial Office
LOCATION	1104 W. Lindsey Street
WARD	4
CORE AREA	Yes
AREA/SF	1.5 acres, more or less
PURPOSE	Three single-family residential lots
EXISTING LAND USE	Residential
SURROUNDING LAND USE	North: Office/Vacant East: Residential South: Residential West: Commercial
LAND USE PLAN DESIGNATION	Low Density Residential
PROPOSED LAND USE DESIGNATION	Low Density Residential (No change)

PROJECT OVERVIEW: The applicant is requesting a rezoning from R-1, Single-Family Dwelling District, to SPUD, Simple Planned Unit Development, for 1.5 acres at 1104 W. Lindsey Street. This SPUD seeks to allow the applicant to split and develop the Property as three single-family residential lots. The applicant must request a SPUD for this development/design because the proposed lot configuration, particularly for Lot 3, does not meet current R-1 requirements for lot width along the street frontage.

PROCEDURAL REQUIREMENTS

GREENBELT COMMISSION: N/A for this item

PRE-DEVELOPMENT MEETING: PD 23-23

After a discussion with the applicant's representative, attendees understood the project and its scope but still had questions about traffic flow, fencing by adjacent properties (namely Penny Hill), and lot sizes. Attendees asked if vehicles will be backing out onto W. Lindsey St. The applicant's engineer explained there will be enough space on the development to turn around and exit the driveway with no need for reversing into the street. Attendees asked if all the trees will be removed. The applicant explained they are going to keep trees as shown on the site plan; they tried to save the large trees on the lot but trees will be removed to allow for the placement of homes and pavement.

ZONING ORDINANCE CITATION:

SEC 36-510 – SIMPLE PLANNED UNIT DEVELOPMENTS

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

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

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

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

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

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

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

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

STAFF ANALYSIS: The particulars of this SPUD include:

USE: The SPUD Narrative includes the allowable uses for this proposal as Exhibit C. The proposed uses are the same as the uses permitted in R-1.

OPEN SPACE: Open space shall be utilized on the Property as shown on the Site Development Plan. The impervious area and building coverage for the Property shall not exceed 65% per lot.

SITE PLAN/ACCESS: The proposed site plan has one access point, a private drive, off W. Lindsey Street. The driveway shown on the site development plan provides access to each of the three lots. The driveway is 26' wide to allow for additional parking and two-way traffic. The existing house on the property will remain and each of the two new lots will have a single-family home. The site development plan shows two proposed rain gardens – one on Lot 2 near W. Lindsey Street and one on Lot 3 along the eastern property line behind the residence.

The following shall be the required building setbacks:

- The front setback shall be a minimum of twenty-five (25) feet.
- All other building setbacks shall be a minimum of five (5) feet.

The proposed lot width for Lot 3 is only 30' wide. The typical R-1 lot width is 35' where abutting a street and 50' at the building line.

LANDSCAPING: Landscaping shall be installed and maintained in order to meet or exceed the City of Norman's applicable landscaping requirements for single-family residential lots, as amended from time to time. The locations and types of landscaping are subject to modification during final site development.

SIGNAGE: All signs shall comply with the sign standards of the City of Norman Sign Code as applicable to a zoning of R-1, Single-Family Dwelling District.

HEIGHT: No buildings will be taller than 3.5 stories or 35' in height, excluding any necessary roof top mechanical units, equipment, screening, or parapet walls.

LIGHTING: The Property shall comply with the City of Norman's applicable lighting requirements for single-family residential lots, as amended from time to time.

SANITATION: Polycarts will be used by each residence for trash collection.

PARKING: The property will comply with the City's applicable parking ordinances. Each single-family residence will be required to provide two spaces per dwelling unit.

SIDEWALKS: A five (5) foot sidewalk will be installed in the location shown on the Development Plan and will meet or exceed the City of Norman's applicable standards and ordinances for sidewalk design and construction, as amended from time to time.

FENCING: The SPUD Narrative states fencing is allowed but not required. Fencing, if installed, may be brick, stone, wood, wrought iron, or other material. The maximum fence height for the property will be 8'.

EXTERIOR BUILDING MATERIALS: The exterior materials of the building to be constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof.

EXISTING ZONING: The current zoning for the subject property is R-1, Single-Family Dwelling District. This zoning district allows for the development of single-family homes and accessory structures.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed uses for this development are similar or less intense than the surrounding area.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: No comments.

PUBLIC WORKS/ENGINEERING: The subject property will be subdivided by a Short Form Plat (SFP). The zoning must be in place before the SFP can go forward.

TRAFFIC ENGINEER: No comments.

UTILITIES: Residents of all lots will be required to take polycarts to Lindsey Street for trash and recycling services. The City has requested the applicant have an agreement filed of record for Lot 3 regarding the trash/recycling requirements and a long private water service and an agreement filed of record for Lot 2 regarding a long private water service. This is to ensure the current and future owners understand the requirements for services and what their responsibilities are for development.

CONCLUSION: Staff forwards this request for rezoning to SPUD, Simple Planned Unit Development, and Ordinance No. O-2324-4 for consideration by the Planning Commission and recommendation to City Council.

File Attachments for Item:

43. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-31 UPON SECOND AND FINAL READING: AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE, ADOPTED BY REFERENCE IN CHAPTER 36 ("ZONING") AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, IN ORDER TO REMOVE DUPLICATIVE LANGUAGE, CLARIFY LANGUAGE, AND CORRECT MISTAKES, OMISSIONS OR ERRORS, UPDATE REFERENCES TO THE RECODIFIED MUNICIPAL CODE, REFERENCE UPDATED ENGINEERING DESIGN CRITERIA, TO AMEND THE CERTIFICATE OF COMPLIANCE APPLICATION REQUIREMENTS FOR SITE PLAN REQUIREMENTS, AND TO AMEND TO ADD ADMINISTRATIVE ADJUSTMENT AUTHORITY TO ADDRESS UTILITY AND RELATED INFRASTRUCTURE CONFLICTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: City of Norman

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-31 UPON SECOND AND FINAL READING: AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE, ADOPTED BY REFERENCE IN CHAPTER 36 ("ZONING") AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, IN ORDER TO REMOVE DUPLICATIVE LANGUAGE, CLARIFY LANGUAGE, AND CORRECT MISTAKES, OMISSIONS OR ERRORS, UPDATE REFERENCES TO THE RECODIFIED MUNICIPAL CODE, REFERENCE UPDATED ENGINEERING DESIGN CRITERIA, TO AMEND THE CERTIFICATE OF COMPLIANCE APPLICATION REQUIREMENTS FOR SITE PLAN REQUIREMENTS, AND TO AMEND TO ADD ADMINISTRATIVE ADJUSTMENT AUTHORITY TO ADDRESS UTILITY AND RELATED INFRASTRUCTURE CONFLICTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

On June 14, 2022, City Council adopted its most recent amendments to the Center City Form Based Code (CCFBC). These amendments to the CCFBC were forwarded to Planning Commission and City Council with a recommendation of support from the Center City Administrative Delay Ad Hoc Committee. The development community and staff have been working with this round of amendments for about a year and have found that corrections and clean-up of the document are needed.

For this round of amendments, the proposal are as follows:

- Removal of duplicative language found in *Part 604, Special Parking Standard, Off-Site Parking* and *M. Tandem Parking*. The exact same language exists in *Part 603, J. Off-Site* and *K. Tandem Parking*.
- Update references to the recently recodified Municipal Code. City Council adopted Ordinance O-2223-23 on February 8, 2023, which recodified municipal codes to a new platform in Municode. This would correct code reference sections throughout the CCFBC document.
- Reference updated Engineering Design Criteria. City Council adopted O-2223-24 on February 28, 2023 which adopted the new Engineering Design Criteria for the City. This would add the correct references to the newly adopted Engineering Design Criteria throughout the CCFBC document.

- Amend *Part 204.B.2, Certificate of Compliance Site Plan Requirements*. The requirements listed for the CCFBC Certificate of Compliance site plans submissions do not include property lines, Required Build Lines (RBLs), impervious surface coverage and Parking Setback Requirements. This amendment would rectify this oversight.
- Amend *Part 206.C, Administrative Adjustment Standards*, to allow for relief from siting requirements to resolve utility and infrastructure conflicts.
- Update internal references within the CCFBC to accommodate the above amendments.
- Correction of mistakes, omissions and errors that are needed to avoid conflict or provide clarity to the code. These items are shown in the annotated copy of the CCFBC that is attached to this report.

DISCUSSION:

Staff is bringing the requested amendments forward for review and adoption to have a “clean” Center City Form Based Code document for staff and the development community to use. The requested amendments do not change the original intent of the CCFBC, they simply provide for a clear and concise CCFBC document along with administrative relief for siting issues due to utility/infrastructure conflicts.

Staff, the development community, and the community as a whole have always acknowledged this is a living document. As we collectively move forward with additional development in this area, it should be acknowledged there will be sections of the Code which necessitate further revisions to bring the development and the Code in line with the community’s vision for the Center City.

CONCLUSION:

The proposed amendments to the Center City Form Based Code are noted in red and blue text for easier review of the document.

Staff forwards this proposal for amendments to the CCFBC as Ordinance No. O-2223-31 for consideration by City Council.

At their meeting of July 13, 2023, Planning Commission unanimously recommended adoption of Ordinance No. O-2223-31, by a vote of 7-0.

Ordinance No. O-2223-31

AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE, ADOPTED BY REFERENCE IN CHAPTER 36 (“ZONING”) AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, IN ORDER TO REMOVE DUPLICATIVE LANGUAGE, CLARIFY LANGUAGE, AND CORRECT MISTAKES, OMISSIONS OR ERRORS, UPDATE REFERENCES TO THE RECODIFIED MUNICIPAL CODE, REFERENCE UPDATED ENGINEERING DESIGN CRITERIA, TO AMEND THE CERTIFICATE OF COMPLIANCE APPLICATION REQUIREMENTS FOR SITE PLAN REQUIREMENTS, AND TO AMEND TO ADD ADMINISTRATIVE ADJUSTMENT AUTHORITY TO ADDRESS UTILITY AND RELATED INFRASTRUCTURE CONFLICTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, Ordinance O-1617-35, adopted by City Council on May 23, 2017, adopted in its entirety and incorporated by reference into the Zoning Ordinance the document entitled, “Center City Form-Based Code” dated April 2017 and consisting of a cover page, Pages iii-vi, Pages 1-70, and Center City Planned Unit Development – Appendix B, Pages 1-7; and
- § 2. WHEREAS, Council adopted Ordinance O-1718-47 on June 26, 2018 making limited amendments to the Center City Form Based Code to require two-family structures (duplexes) with four or more bedrooms to be sprinkled per applicable building code requirements; and
- § 3. WHEREAS, Council adopted Ordinance O-1718-51 on July 24, 2018 to allow for the sale of alcoholic beverages in theaters in compliance with State law; and
- § 4. WHEREAS, Council adopted Ordinance O-1920-3 on July 23, 2019, following a six (6) month administrative delay, implementing various amendments to address the issues giving rise to the need for the administrative delay; and
- § 5. WHEREAS, Council adopted Ordinance O-2122-47 on June 14, 2022, again following a six (6) month administrative delay, implementing various amendments to address the issues giving rise to that second administrative delay; and
- § 6. WHEREAS, since adoption of O-2122-47, the City of Norman adopted Ordinance O-2223-23 on February 28, 2023, which recodified Norman’s municipal code, resulting in new references and citations for most of the existing municipal code. As part of the recodification, the Zoning Ordinance was incorporated into the main municipal code document, and adopted fully at Chapter 36 therein, necessitating updates to various citations and references within the Center City Form Based Code document; and
- § 7. WHEREAS, since adoption of O-2122-47, the City of Norman also adopted Ordinance O-2223-24 on February 28, 2023, which incorporated revisions to City of Norman Engineering Design Criteria and Standard Specifications and Construction Drawings, further necessitating updates to citations and references within the Center City Form Based Code document; and
- § 8. WHEREAS, since adoption of O-2122-47, City Staff has identified duplicative language, and has determined the need to amend the Certificate of Compliance application document to account for site plan requirements; and

- § 9. WHEREAS, other areas within the CCFBC language have been identified as requiring correction and clarification to avoid the potential for confusion in future application and interpretation; and
- §10. WHEREAS, having reviewed the substance of these proposed updates and corrections, Council desires to replace the Center City Form Based Code in its entirety with a revised Code inclusive of previous amendments and current amendments.

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

- § 11. That Section 36-540 of Chapter 36 of the Code of the City of Norman shall be amended to read as follows, and may be accessed at:

~~(a) The Center City Form Based Code, as expressly adopted by reference herein, shall be hereby amended as follows: In Part I, General Provisions, section 104 (Other Applicable Regulations), on Page 2, to add the following subsection C:~~

~~Within the Center City Form Based Code Area of Norman exhibited in this section, and as that area is contained within the Central Core Area of Norman (see map exhibit to NCC 36-550) any two family (duplex) structure with four or more bedrooms per unit is required to be sprinkled per the requirement in section P2904 of the International Residential Code (IRC) or NFPA 13D, or as these documents are amended.~~

~~In Appendix B, section 3 (Standards of Development), to add the following subsection (h):~~

~~(h) Central Core Area of Norman sprinkling requirements. Within the Center City Form Based Code Area of Norman exhibited in this section, and as that area is contained within the Central Core Area of Norman (see map exhibit to NCC 36-550) any two family (duplex) structure with four or more bedrooms per unit is required to be sprinkled per the requirement in section P2904 of the International Residential Code (IRC) or NFPA 13D, or as these documents are amended.~~

~~(b) The Center City Form Based Code, as expressly adopted by reference herein, shall be hereby amended as follows:~~

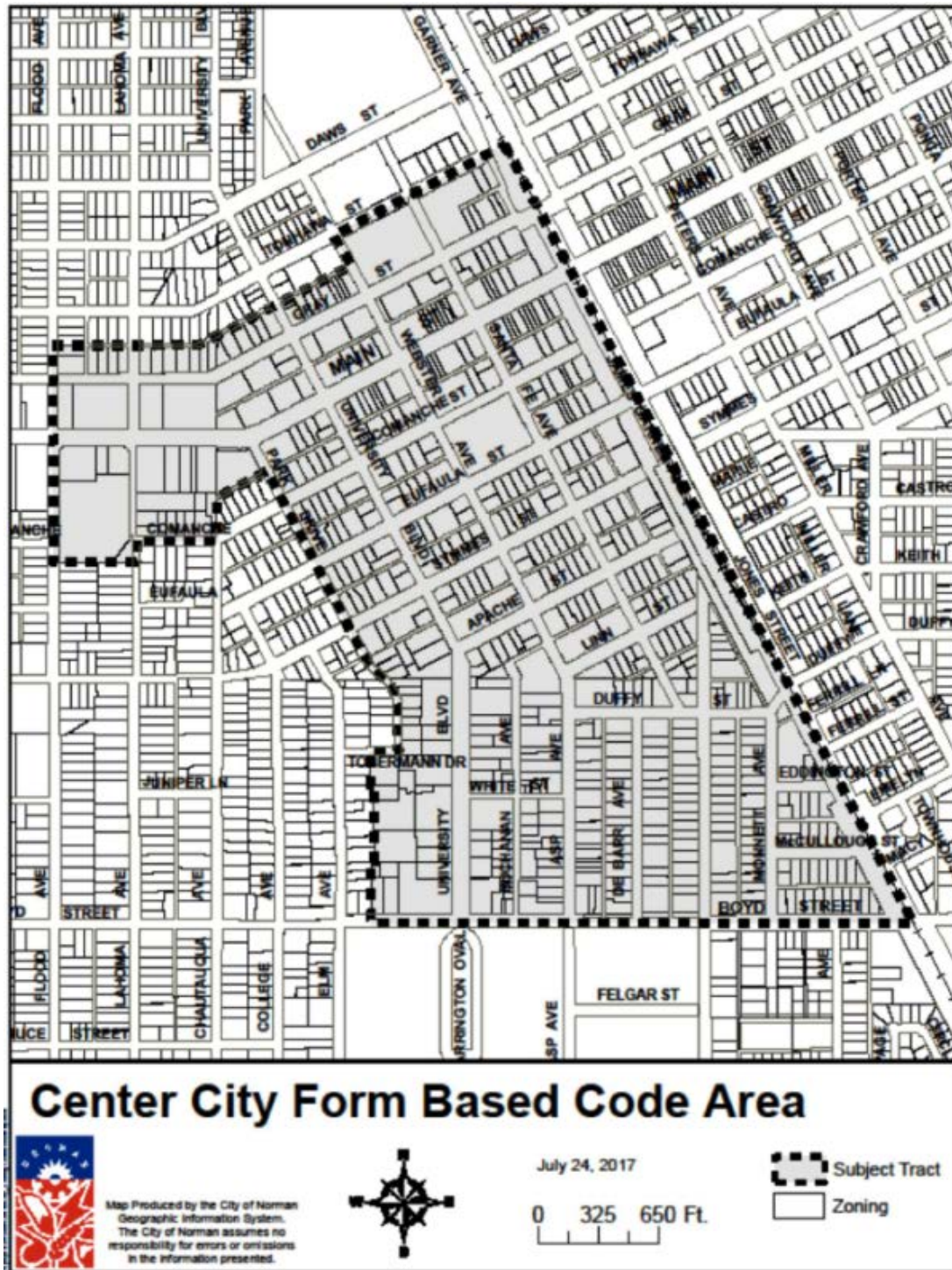
~~In Appendix B, section 3 (Standards of Development), to add the following subsection (i):~~

~~(i) A theater, including one that sells alcoholic beverages in compliance with State law, may be incorporated into appropriate CCPUDs.~~

Normanok.gov, "Norman Center City Vision"

<https://www.normanok.gov/your-government/departments/planning-and-community-development/planning-projects/norman-center-city>

Center City Form Based Code Area Map



§ 12. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2023.

NOT ADOPTED this _____ day
of _____, 2023.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

ORDINANCE NO. O-2223-31

ITEM NO. 16

STAFF REPORT

ITEM: AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE, ADOPTED BY REFERENCE IN CHAPTER 36 ("ZONING") AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, IN ORDER TO REMOVE DUPLICATIVE LANGUAGE, CLARIFY LANGUAGE, AND CORRECT MISTAKES, OMISSIONS OR ERRORS, UPDATE REFERENCES TO THE RECODIFIED MUNICIPAL CODE, REFERENCE UPDATED ENGINEERING DESIGN CRITERIA, TO AMEND THE CERTIFICATE OF COMPLIANCE APPLICATION REQUIREMENTS FOR SITE PLAN REQUIREMENTS, AND TO AMEND TO ADD ADMINISTRATIVE ADJUSTMENT AUTHORITY TO ADDRESS UTILITY AND RELATED INFRASTRUCTURE CONFLICTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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Staff forwards this proposal for amendments to the CCFBC as Ordinance No. O-2223-31 for consideration by the Planning Commission and a recommendation to City Council.



CENTER CITY FORM-BASED CODE

NORMAN, OKLAHOMA

DRAFT AUGUST 2023

How to Use this Code

Why are some words shown in SMALL CAPITAL LETTERS?

The Norman Center City Form-Based Code (CCFBC) includes terms with special meanings and their definitions are included in *Part 9. Definitions*. Defined terms are shown throughout the document in SMALL CAPITAL LETTERS.

I want to know what is allowed for my property:

1. Look at the adopted REGULATING PLAN in *Part 3. The Regulating Plan* and determine if property in question is located within the Center City Form District. (CC Form District) If not, this Code is not applicable.
2. Find the specific property in question on the adopted REGULATING PLAN. Note the REQUIRED BUILDING LINE and the PARKING SETBACK LINE. Note the color of the fronting STREET-SPACE—this determines the applicable BUILDING FORM STANDARD (see the key located on the REGULATING PLAN).
3. Find the applicable BUILDING FORM STANDARD in *Part 4. Building Form Standards*. (Note the *General Provisions* in *Section 402* that apply to all properties in the district.) The BUILDING FORM STANDARD will tell you the parameters for DEVELOPMENT on the site in terms of height, siting, elements, and use.
4. Additional regulations regarding streets and other public spaces surrounding the property, parking requirements, and permitted building functions are found in the following sections: *Part 5. Urban Space Standards*; *Part 6. Parking and Loading Standards*; and *Part 7. Building Functions*.
5. See *Part 2. Administration, Application Process & Appeals* for information on the DEVELOPMENT review process.

NOTE: Where a NON-CONFORMING STRUCTURE or NON-CONFORMING USE may continue in compliance with *Part 2. Section 208. Non-Conforming Structures and Uses*, the allowances of a LEGACY ZONING DISTRICT may also control what is allowed for a particular property.

I want to modify an existing building:

1. If this code is applicable to your property, determine whether your intended changes would trigger a level of code compliance by looking at the *Part 2. Section 208. Non-Conforming Structures and Uses*.
2. If yes, follow the process delineated therein.

I want to establish a new use in an existing building:

1. Find the property on the REGULATING PLAN and determine the applicable BUILDING FORM STANDARD.
2. Determine whether the use is allowed by looking at *Part 7. Building Functions*. If the use is allowed within the applicable CCFBC BFS *Part 2. Section 208. Non-Conforming Structures and Uses* to determine whether the use may be carried on within a NON-CONFORMING STRUCTURE. If Section 208 does not permit the use to be carried on within a NON-CONFORMING STRUCTURE, refer to the specific performance standards set forth in the applicable BFS.

I want to change the Regulating Plan regarding my property:

See *Part 2. Section 207. Amendments to the Center City Form-Based Code*.

I want to subdivide my property:

1. Property can only be subdivided in accordance with the procedures of the Norman Municipal Code.
2. Any such subdivision of a property within the *Center City Form District* shall also meet the standards of this Code.

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Part 1. General Provisions

101. Title

This Code is known as the Norman Center City Form-Based Code (CCFBC).

102. Applicability

- A. The CCFBC is in effect for that part of the City of Norman, Oklahoma, designated on the REGULATING PLAN in *Part 3. The Regulating Plan* as the Center City Form District (CC Form District), and as set forth in *Part 2. Section 208. Non-conforming Structures and Uses*.
- B. The area generally known as Campus Corner that is geographically located within the larger CC Form District boundaries, as designated on the REGULATING PLAN in *Part 3*, is excluded from the CC Form District, but may be added to the district in the future, by determination of the City Council.
- C. The process for DEVELOPING or REDEVELOPING within the CC Form District is delineated in *Part 2. Administration* and *Appendix A* of this Code.

103. Purposes

- A. The goal of *Norman Center City Vision Project and Plan* was to reset the conversation and provide guidance for future DEVELOPMENT and REDEVELOPMENT in Center City.¹ This CCFBC is intended to implement the purpose and goals of that Plan by providing strong implementation tools for the Center City area.
- B. The CCFBC shall be applied to new, infill DEVELOPMENT, and REDEVELOPMENT within the district both in order to achieve the vision set forth for the Center City and to provide a mechanism for implementing the following specific goals, using both public and private sector investments:
 - 1. Capitalize on public investment in existing infrastructure
 - 2. Stabilize and strengthen mixed-use commercial centers and residential neighborhoods
 - 3. Create a pedestrian-oriented and multi-modal district
 - 4. Promote, create, and expand housing options
 - 5. Ensure transit-supportive and transit-serviceable DEVELOPMENT
 - 6. Ensure a complementary relationship with surrounding neighborhoods
- C. The creation of transit- and pedestrian-oriented DEVELOPMENT and REDEVELOPMENT is dependent on three factors: density, diversity of uses, and design. This Code places greatest emphasis on design, or physical form, because of its importance in defining neighborhood and district character. All places evolve—density and uses can be expected to change over time as the area continues to grow and mature.

¹ From the *Norman City Center Vision Summary Charrette Report*, May 2014.

104. Other Applicable Regulations

- A. All DEVELOPMENT and REDEVELOPMENT must comply with relevant Federal, State and City regulations. Whenever any provision of this Code imposes a greater requirement or a higher standard than is required in any State or Federal statute or other City ordinance or regulation, the provisions of this Code shall govern unless preempted by State or Federal law.
- B. Where apparent conflicts exist between the provisions of the CCFBC and other existing ordinances, regulations, or permits, or by easements, covenants, or agreements, the Director shall determine, based on which best meets the requirements of this Code and Vision plan, which provisions shall govern within the Center City Form District.
- C. Within the Center City Form-Based Code Area of Norman exhibited in Norman Code ~~22-429.7~~36-540, and contained within the Central Core Area of Norman (see map exhibit to Norman Code ~~22-431.7~~36-550) any two-family (duplex) structure with four or more BEDROOMS per unit is required to be sprinkled per the requirement in Section P2904 of the International Residential Code (IRC) or NFPA 13D, or as these documents are amended.

105. Minimum Requirements

In interpreting and applying the provisions of the CCFBC, they are the minimum requirements for DEVELOPMENT under this Code.

106. Severability

Should any provision of the CCFBC be decided by the courts to be unconstitutional or invalid, that decision shall not affect the validity of the CCFBC other than the part decided to be unconstitutional or invalid.

107. Components of the Code

The CCFBC places a primary emphasis on physical form and placemaking, with a secondary focus on land uses. The principal regulatory sections of this Code are described below.

A. Administration

Administration covers application and review process for DEVELOPMENT project approval.

B. The Regulating Plan

The REGULATING PLAN is the application key for the CCFBC. It provides a public space master plan with specific information on DEVELOPMENT parameters for each parcel and shows how each lot relates to the STREET-SPACE (streets, SQUARES/CIVIC GREENS, PLAZAS, PEDESTRIAN PATHWAYS, etc.) and the surrounding neighborhood. The REGULATING PLAN may identify additional regulations and/or opportunities for lots in specific locations.

C. The Building Form Standards

The BUILDING FORM STANDARDS establish basic parameters governing building form, including the buildable envelope (in three dimensions) and certain permitted and/or required elements—such as SHOPFRONTS, BALCONIES, and STREET WALLS. The BUILDING FORM STANDARDS establish both the boundaries within which things may be done and specific things that must be done.

The primary intent of the BUILDING FORM STANDARDS (BFS) is to shape the STREET-SPACE, or public realm, through placement and form controls on buildings. Their secondary intent is to ensure that the buildings cooperate to form a functioning, sustainable, BLOCK structure. The applicable standard for a building site is determined by the STREET FRONTAGE designated on the REGULATING PLAN.

D. The Urban-Space Standards

The purpose of the Urban-Space Standards is to ensure coherent STREET-SPACE and to assist builders and owners with understanding the relationship between the public realm and their own building. These standards set the parameters for the placement of STREET TREES, sidewalks, and other amenities or furnishings within the STREET-SPACE. They set recommended configurations for the vehicular part of the street as well as other public spaces such as greens, squares, and plazas.

E. Building Function Standards

The Building Function Standards define the uses allowed and/or required on ground floors and in upper floors, correlated with each BUILDING FORM STANDARD. Because the CCFBC emphasizes form more than use, it includes fewer, broader categories than those provided elsewhere in the Norman Zoning Ordinance.

F. Parking and Loading Standards

Parking and loading standards provide goals and requirements to promote a “park once” environment through shared parking and encourage a pedestrian-friendly, walkable CC Form District.

G. Definitions

Certain terms in the CCFBC are used in very specific ways, often excluding some of the meanings of common usage. Wherever a word is in SMALL CAPITALS format, consult *Part 9. Definitions* for its specific and limited meaning. Where there is an apparent contradiction between the definitions in the CCFBC and those in the Norman Zoning Ordinance, the definitions in this Code shall prevail. Words used in the CCFBC, but not defined by this Code, but that are defined in the Norman Zoning Ordinance, shall have the meanings set forth therein.

Part 2. Administration, Application Process & Appeals

201. Applicability

DEVELOPMENT and REDEVELOPMENT proposals within the Center City Form District shall be subject to the provisions of this *Part 2* and/or *Appendix A*.

202. Director

A. Authority

The Director of Planning and Community Development (“Director”) and the Development Review Team (DRT) are authorized to review and approve applications for Certificates of Compliance and Administrative Adjustments.

B. Delegation of Authority

The Director may designate any member of the staff of the City’s Planning and Community Development Department to represent the Director in any function assigned by the Center City Form-Based Code (CCFBC). The Director, however, shall remain responsible for any final action taken under this Section.

203. FBC Development Review Team

The existing Development Review Team (DRT) with an additional citizen member who is a resident of the Center City Form District will provide a coordinated and centralized technical review process to ensure compliance with the requirements of the CCFBC. The Development Review Team is comprised of personnel from the City departments that have an interest in the DEVELOPMENT review and approval process.

A. Powers and Duties

1. The Development Review Team shall be responsible for the review of Concept Plans, Site Plans and any other DEVELOPMENT related applications that may be required by the CCFBC.
2. The Development Review Team shall be responsible for making determinations on the application and interpretation of guidelines, standards, and requirements of the CCFBC.
3. The Development Review Team may require the applicant to submit additional information not otherwise specifically required by the CCFBC, which is reasonably necessary to review and determine whether the proposed DEVELOPMENT complies with the requirements of the CCFBC.
4. The Development Review Team shall not be authorized to waive or vary requirements of the CCFBC or any other applicable ordinance of the City of Norman unless specifically allowed in the CCFBC.

B. Operational Procedures

The Development Review Team shall meet on their regularly scheduled meeting dates to review DEVELOPMENT applications. It shall be the

responsibility of the Planning Director, or the Director's designee, to collect the comments of the DRT, prepare a written staff analysis of the outstanding issues related to each application, and provide it to the applicant in a timely manner.

204. Certificate of Compliance

An application for approval of a Certificate of Compliance, demonstrating compliance with the provisions contained in the CCFBC and the REGULATING PLAN shall be submitted to the Director. At the time an application is submitted for a Certificate of Compliance for a Center City Form District property, the property shall be posted by staff with a sign provided by the City of Norman identifying that such a request has been received. A fully refundable \$20.00 sign deposit is required.

A. Pre-Application Conference

A pre-application conference with a member of the professional planning staff of the Department of Planning and Community Development is required prior to the submission of any application for a Certificate of Compliance. The applicant shall provide a concept site plan and conceptual drawings of the FACADES of any building at a scale of at least 1"=100' for consideration by the staff. The discussions and any conclusions based on the pre-application conference are not binding on any party thereto.

B. Certificate of Compliance Application Requirements

The application for a Certificate of Compliance shall include:

1. A brief narrative describing the Development Proposal;
2. Two (2) sets of completed plans for the Development Proposal at a scale sufficient to read [Site Plans at 1"= 50', Building Plans and Elevations at 1"= 20', Details as necessary to demonstrate form-based code ("FBC") compliance at 1"=4' to 1"=10'] as required by the City and including the following information, which shall be submitted on the following sheets:
 - (i) a. Location and dimensions of all proposed buildings and other construction;
 - (ii) b. Internal roadways, streets and/or STREET-SPACES, ALLEYS, common access easements, and access ways to adjacent public roadways;
 - (iii) c. Utilities - Sanitation/polycarts and service courts;
 - d. Property lines;
 - e. Utility, drainage and any other easement conveyances affecting the property;
 - f. Required Build Line (BFS) and Parking Setback Line;
 - (iv) g. Location and dimensions of all parking areas and striping plan;
 - (v) h. Utility Strategy;
 - (vi) i. Architectural drawings of all proposed building FACADES;
 - (vii) j. Floor plan;

- e. [k.](#) Landscape plan,;
- f. [l.](#) Stormwater calculations [and impervious surface coverage](#);

3. A completed Form-Based District Review Checklist, the form of which shall be developed, maintained, and made available by the Director, demonstrating compliance with the provisions of the FBC; and
4. Any other documents and/or materials required by the Director to determine compliance with the FBC.

C. Certificate of Compliance Review

1. The Director of Planning and Community Development may administratively provide for submission and review deadlines for materials and studies required in support of any application for a Certificate of Compliance. The need for technical studies shall be at the Director's discretion or as required by City ordinances.
2. Applicants shall be notified at the Development Review Team meeting if additional materials, studies, and meetings will be required in order for review of their application to commence.
3. After the effective date of the CCFBC, no property which has been zoned under the CC Form District may be DEVELOPED or REDEVELOPED without: (a) approval of a Certificate of Compliance from the Director of Planning and Community Development, (b) approval of an application to voluntarily participate in any Pattern Zoning program or overlay adopted for applicable CC Form District properties, or (c) an approved rezoning to *Center City Planned Unit Development* (CCPUD) as established in *Appendix B*.

205. Effect of Certificate of Compliance Issuance

The Certificate of Compliance shall incorporate the approved site plan, elevation drawings and/or floor plan drawings, as determined by the Director, and shall be binding as to the elements demonstrated therein. Issuance of a Certificate of Compliance by the Director allows an applicant to apply for other necessary permits and approvals which include, but are not limited to, those permits and approvals required under the City Building Code. Certificate of Compliance site plan, elevation drawings and floor plans must be submitted with permit requests, and the Director may decline to issue a Certificate of Occupancy where construction is not completed in compliance with the Certificate of Compliance and its referenced attachments, in the absence of a valid material modification or Administrative Adjustment.

A. Certificate of Compliance Modification

After the Director has issued a Certificate of Compliance, any change in the Development Proposal from Certificate of Compliance and referenced attachments submitted to the Director, other than those permitted under [Section 206](#) below, shall be considered a material modification and shall be subject to the following review procedure:

1. A complete application for a material modification shall be referred to the DRT at its next regularly scheduled meeting.
2. The Director may administratively provide for submission and review deadlines for materials and studies required in support of any application for a material modification.
3. The DRT shall determine if the proposed material modification is in compliance with the CCFBC Code.

B. Certificate of Compliance Expiration

1. A Certificate of Compliance shall lapse twenty-four (24) months from its issuance if an applicant does not secure a building permit.
2. Upon written communication by the applicant submitted at least thirty (30) days prior to the expiration of the Certificate of Compliance, and upon a showing of good cause, the Director may grant one extension not to exceed six (6) months. Upon an application for extension, the Certificate of Compliance shall be deemed extended until the Director has acted upon the request for extension.

C. Appeal

An appeal by a person aggrieved by the Director's decision on a Certificate of Compliance application, and situations where Administrative Adjustments are requested, will be to City Council.

206. Administrative Adjustments

A. Purpose and Intent

The purpose and intent of this section is to provide an administrative mechanism for allowing minor adjustments to limited and specific requirements of the Center City Form-Based Code, with the intent of providing relief where the application of a standard creates practical difficulties in allowing DEVELOPMENT to proceed. These adjustments are intended to provide relief for minor construction/survey issues; they are not intended for deviations from the CCFBC, like those governed by *Appendix A and B*. This optional process occurs only where an applicant requests an Administrative Adjustment to a standard specified below.

B. Administrative Adjustment Application and Review Procedure

1. An application for approval of an Administrative Adjustment shall include:
 - a. A brief narrative describing the Administrative Adjustment sought;
 - b. A completed Administrative Adjustment Checklist, the form of which shall be developed, maintained, and made available by the Director, demonstrating that the adjustment sought is limited to the standards set forth below; and
 - c. Any other documents and/or materials required by the Director to determine that the adjustment sought is limited to the standards set forth below.

2. The Director may seek assistance from the DRT in making a determination under this Section.
3. Within ten (10) business days of receipt of a complete application, the Director shall review the application in accordance with the Administrative Adjustment Standards below, and take one of the following actions:
 - a. Approve the application as submitted;
 - b. Approve the application with conditions; or
 - c. Deny the application.

C. Administrative Adjustment Standards

The Director is authorized to approve Administrative Adjustment applications in strict conformance with the following standards only:

1. Height

- a. Minimum and maximum height - up to five percent (5%) for any cumulative increase or decrease in building height.
- b. STREET WALL/fence requirements – up to ten percent (10%).
- c. Finished floor elevation – up to five percent (5%).

2. Siting

- a. REQUIRED BUILDING LINE – move forward up to six (6) inches.
- b. REQUIRED BUILDING LINE – move backward up to three (3) feet. Applicant must submit landscaping or balcony plan: [with this request.](#)
- c. [REQUIRED BUILDING LINE – Move backward up to five \(5\) feet, in order to accommodate or resolve utility or other vital or related infrastructure conflicts already existing. Utility or other vital or related infrastructure conflicts must be demonstrated by the applicant to and verified by the Development Review Team and the Director.](#)
- ~~e~~ [d.](#) REQUIRED BUILDING LINE minimum percentage built-to – reduction of up to five percent (5%) of required length.
- ~~d~~ [e.](#) PARKING SETBACK LINE – move forward up to six (6) feet.
- ~~e~~ [f.](#) Mezzanine floor area – up to ten percent (10%) additional area.
- ~~f~~ [g.](#) STREET WALL requirements – up to ten percent (10%) of the height/FENESTRATION/access gate requirements.
- ~~g~~ [h.](#) Entrances (maximum average spacing) – up to ten percent (10%) increase in spacing.

3. Elements

- a. FENESTRATION (minimum and maximum percent) – up to five percent (5%).
- b. Elements (minimum and maximum projections) – up to five percent (5%).

4. Streets, Blocks and Alleys

Street center lines may be moved up to 50 feet in either direction, so long as:

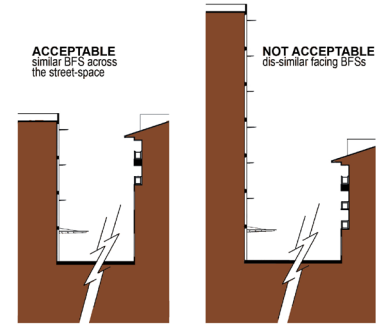
- the street connectivity is maintained (no cul-de-sacs);
- no street intersection occurs within 125 feet of another street intersection; and
- the BLOCK configuration meets the standards defined in *Section 301.D*.

D. Unlisted FBC Standards

Any request for relief from a required FBC standard other than those listed above shall be made through the CCPUD procedures set forth in *Appendices A and B*. (See also *Section 207* below.)

E. Applicability

Any Administrative Adjustment approved under this Section shall run with the land and not be affected by a change in ownership.



207.B.1 Illustrative intent

207. Amendments to the Center City FBC

A. Text Amendments

Any application for an amendment to the FBC text shall be considered an application for a zoning text amendment subject to *Section ~~22.442.1~~ 36-571* of the Zoning Ordinance and any other regulations applicable to zoning text amendments.

B. Regulating Plan Amendments

Any application for an amendment to the Center City REGULATING PLAN shall be considered an application for a zoning map amendment subject to *Zoning Ordinance Sections ~~22.442.1~~ 36-571 - Amendments* and any other regulations applicable to rezoning.

1. Changes to Streets, Blocks, Alleys

Any amended REGULATING PLAN shall conform to the standards defined in *Section 301*.

208. Non-Conforming Structures and Uses

A. Non-conforming structures. NON-CONFORMING STRUCTURES within the CC Form District may only be altered according to the following:

- Repair and Remodeling.** Repair and remodeling of the structures which do not affect the structure's footprint may be made in conformance with an applicable LEGACY ZONING DISTRICT.
- Additions.** An addition to a NON-CONFORMING STRUCTURE is permissible as long as:
 - The structure occupying the original footprint of the structure is not demolished and remains occupied in substantially the same manner as prior to the addition; and
 - The overall size of the structure does not increase by more than 50% of the square footage of the NON-CONFORMING STRUCTURE.

3. Destruction and Replacement.

- a. **Destruction Generally Not Permitted.** Destruction of a NON-CONFORMING STRUCTURE in a manner not specifically allowed by subpart (b) below will destroy the legal non-conforming status of the structure and any NON-CONFORMING USES carried on within the NON-CONFORMING STRUCTURE, thus initiating complete application of the CCFBC to the subject property(ies) going forward.
- b. **Generally.** NON-CONFORMING STRUCTURES destroyed by fire, explosion, act of God, or the public enemy may be:
 - (i) replaced with a NON-CONFORMING STRUCTURE of comparable height and siting as set forth in subpart (c) below;
 - (ii) REDEVELOPED following the CCFBC standards; or
 - (iii) follow the CCPUD process established in *Appendices A and B*.
- c. **Replacing a NON-CONFORMING STRUCTURE.**
 - (i) All NON-CONFORMING STRUCTURES destroyed as set out in subpart (b) above may be replaced in conformance with a LEGACY ZONING DISTRICT only by a NON-CONFORMING STRUCTURE of comparable footprint, height and siting.
 - (ii) Additionally, single-family, duplex and residential accessory NON-CONFORMING STRUCTURES destroyed by fire, explosion, act of God, or the public enemy may be replaced in conformance with a LEGACY ZONING DISTRICT so long as the NON-CONFORMING STRUCTURE is not converted to another NON-CONFORMING USE or expanded beyond the footprint of the destroyed NON-CONFORMING STRUCTURE.

- 4. **Non-Conforming Signage.** NON-CONFORMING STRUCTURES may utilize existing non-conforming signage materials and framework, and may alter the content of such non-conforming signage in compliance with the LEGACY ZONING DISTRICT. However, where non-conforming signage materials or framework are substantially altered, replaced or substituted, or where additional signage is sought, all signage must then comply with the provisions of the CCFBC. A NON-CONFORMING STRUCTURE may comply with CCFBC signage regulations, as required herein, without otherwise destroying its status as a NON-CONFORMING STRUCTURE herein.

B. NON-CONFORMING USES

- 1. **Generally.** Permitted uses and Development Standards in applicable LEGACY ZONING DISTRICTS may continue and be carried on in NON-CONFORMING STRUCTURES, even where the CCFBC, see *Part 7, Section 702. Use Table*, would apply Additional Regulations that cannot be satisfied.
- 2. **CCFBC Uses in NON-CONFORMING STRUCTURES.** Uses permitted within the CCFBC, and which cannot be found in a property's applicable LEGACY ZONING DISTRICT, are permitted in NON-CONFORMING STRUCTURES, and will not result in a destruction of legal non-conforming status.

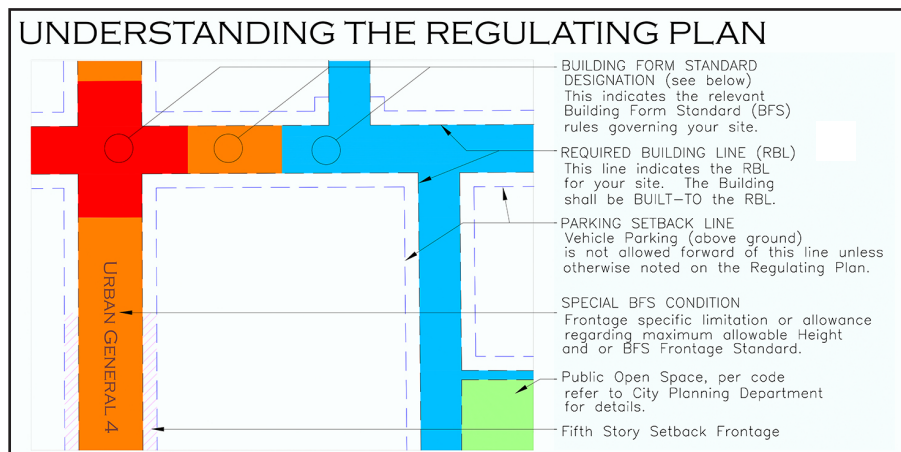
Part 3. The Regulating Plan

301. Rules for Regulating Plans

A. Purpose and Intent

1. The REGULATING PLAN is the controlling document and principal tool for implementing the Center City Form-Based Code (CCFBC).
2. The REGULATING PLAN makes the DEVELOPMENT standards place-specific, by designating the BUILDING FORM STANDARDS (BFS) and delineating the public spaces. The REGULATING PLAN identifies: the boundaries for the district; existing and proposed streets and ALLEYS; the REQUIRED BUILDING LINE and PARKING SETBACK LINE throughout the plan area.
3. The REGULATING PLAN may identify specific characteristics assigned to a lot or building site and may identify additional regulations (and opportunities) for lots in specific locations, as well as exceptions to the BFS or other standards.

B. Regulating Plan Key



C. Building Form Standards (BFS) on the Regulating Plan

- a. BUILDING FORM STANDARDS are designated on the REGULATING PLAN by STREET FRONTAGE.
- b. The allocation and distribution of BFS frontages—which define the form and character of the district—was based on the *Center City Vision Plan* and determined by the physical context (what goes next to what) and diversity of allowed/required uses.

D. Streets, Blocks & Alleys on the Regulating Plan

1. Streets

Recommended street configurations called out in *Part 5. Urban Space Standards* or on the REGULATING PLAN may or may not be immediately constructed. They should be placed into the system such that, when reasonable for the City's street maintenance/reconstruction plan, they can be rationally constructed.

- a. Additional streets may be added to the REGULATING PLAN to create a smaller BLOCK pattern; however, no streets may be deleted without being replaced elsewhere within the district.
- b. Where new ALLEYS or PEDESTRIAN PATHWAYS are designated on the REGULATING PLAN, they are critical to the working of the CC Form District and shall be considered mandatory. While the street infrastructure may not be constructed until some point in the future, the RBL, and other regulations of the REGULATING PLAN shall be respected.
- c. New ALLEYS or PEDESTRIAN PATHWAYS shall be public or publicly accessible.
- d. All lots shall share a frontage line with a STREET-SPACE.

2. Blocks

a. Maximum Size:

No BLOCK FACE shall have a length greater than 300 feet without an ALLEY, access easement, or PEDESTRIAN PATHWAY providing through-access to another STREET-SPACE, ALLEY or COMMON DRIVE. Individual lots with less than 100 feet of STREET FRONTAGE are exempt from the requirement to interrupt the BLOCK FACE; those with over 200 feet of STREET FRONTAGE shall meet the requirement within their lot, unless already satisfied within that BLOCK FACE.

b. Curb Cuts:

- (i) Unless otherwise specified on the REGULATING PLAN, no new curb cuts are permitted.
- (ii) For lots with ALLEY access, existing curb cuts shall be eliminated/vacated at the time of REDEVELOPMENT.
- (iii) For lots without ALLEY access, existing curb cuts may be maintained or relocated.
- (iv) Where a parking structure is being provided with at least 30% of its spaces publicly available, existing curb cuts may be relocated (even if the lot has ALLEY access.)

3. Alleys

- a. ALLEYS or COMMON DRIVES must provide access to the rear of all lots, except where a lot has streets on three sides and the absence of an ALLEY or COMMON DRIVE would not deprive an adjacent neighbor of rear lot access.
- b. For new ALLEYS (or COMMON DRIVES), public access, public utility, and drainage shall be dedicated via an easement.
- c. ALLEYS may be incorporated into (rear) parking lots as standard drive aisles. Access to all properties adjacent shall be maintained.
- d. Where an ALLEY does not exist but is identified on the REGULATING PLAN and it is not feasible to construct at the time of REDEVELOPMENT, no permanent structure shall be constructed within the proposed ALLEY right-of-way. The applicant is required to dedicate the ALLEY right-of-way within the rear setback to the City (for future construction) and maintain the area within the rear setback by, at a minimum:
 - (i) Providing routine landscape maintenance to the area.
 - (ii) Keeping the area clear of debris, stored materials, and stored or parked vehicles.

4. Changes to Regulating Plan

Any amendment or change to the REGULATING PLAN, beyond those specified in *Section 301.D.* above, will be a zoning map amendment of this Code. See *Section 207.B.*

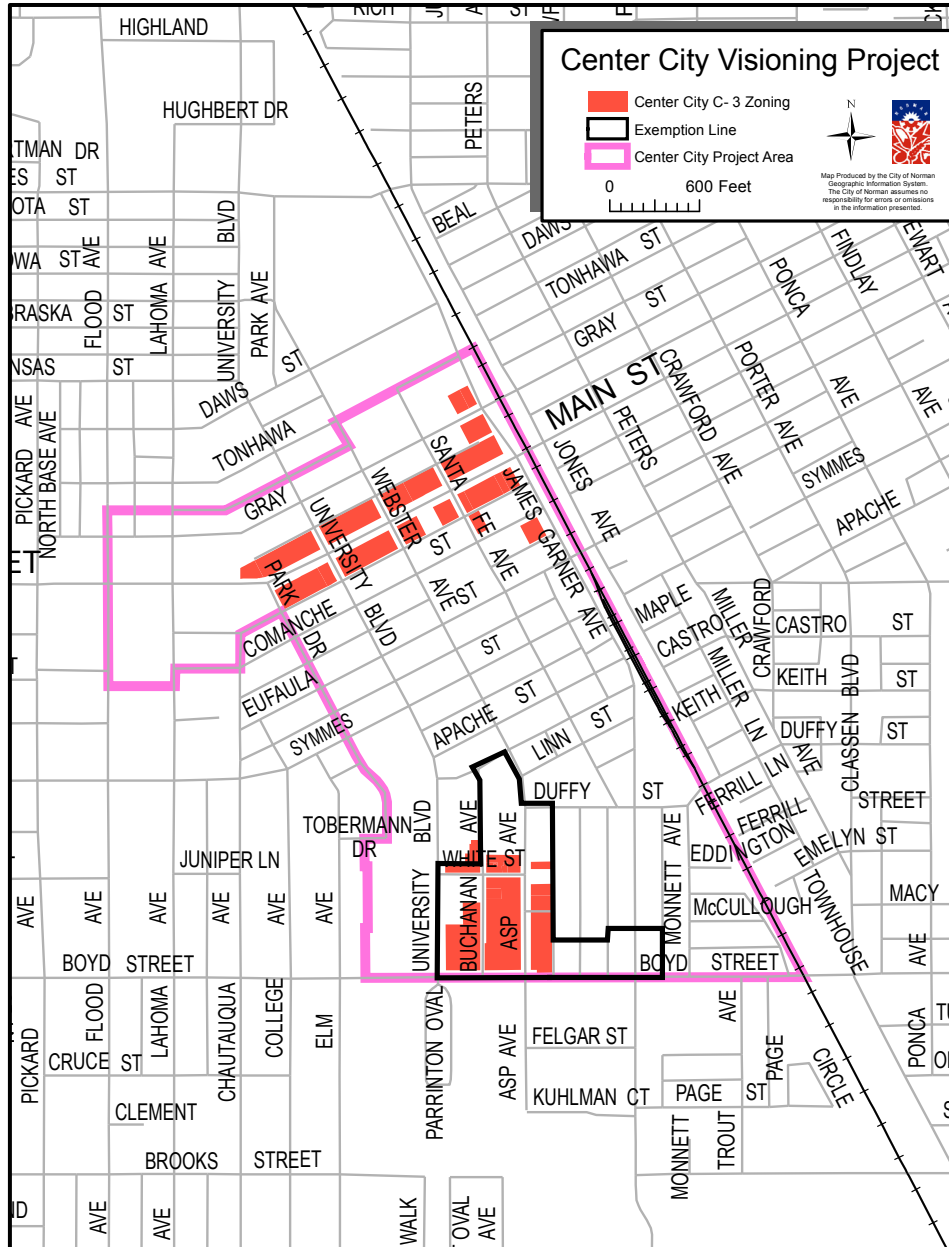
E. Special Site Conditions in the Center City Form District

1. Some building height and parking requirements of this Code are not applicable to properties zoned C-3 at the time of CCFBC adoption. (See *Part 4. Building Form Standards, Sections 403 & 404*, and *Part 6. Parking and Loading Standards, Section 603.A.* for specific exemptions, and *Section 302. Illustrative Form District Maps*, below, for the applicable parcels.)
2. The following conditions are identified by numbered asterisks (*) on the REGULATING PLAN. They may require additional performance standards or provide additional DEVELOPMENT opportunities due to their unique context.
 - a. (*1) Located on Jenkins at the transition from the excluded Campus Corner area to Urban Residential frontage. Existing building form and use (at the time of CCFBC adoption) is that of strip commercial. Future REDEVELOPMENT may continue the range of uses.
 - b. (*2) Located on Webster at Apache. Existing historic building form is that of neighborhood commercial. Future REDEVELOPMENT may continue commercial use if existing buildings are maintained without expansion or new DEVELOPMENT remains within the limit of the existing building footprint and height at the time of CCFBC adoption.

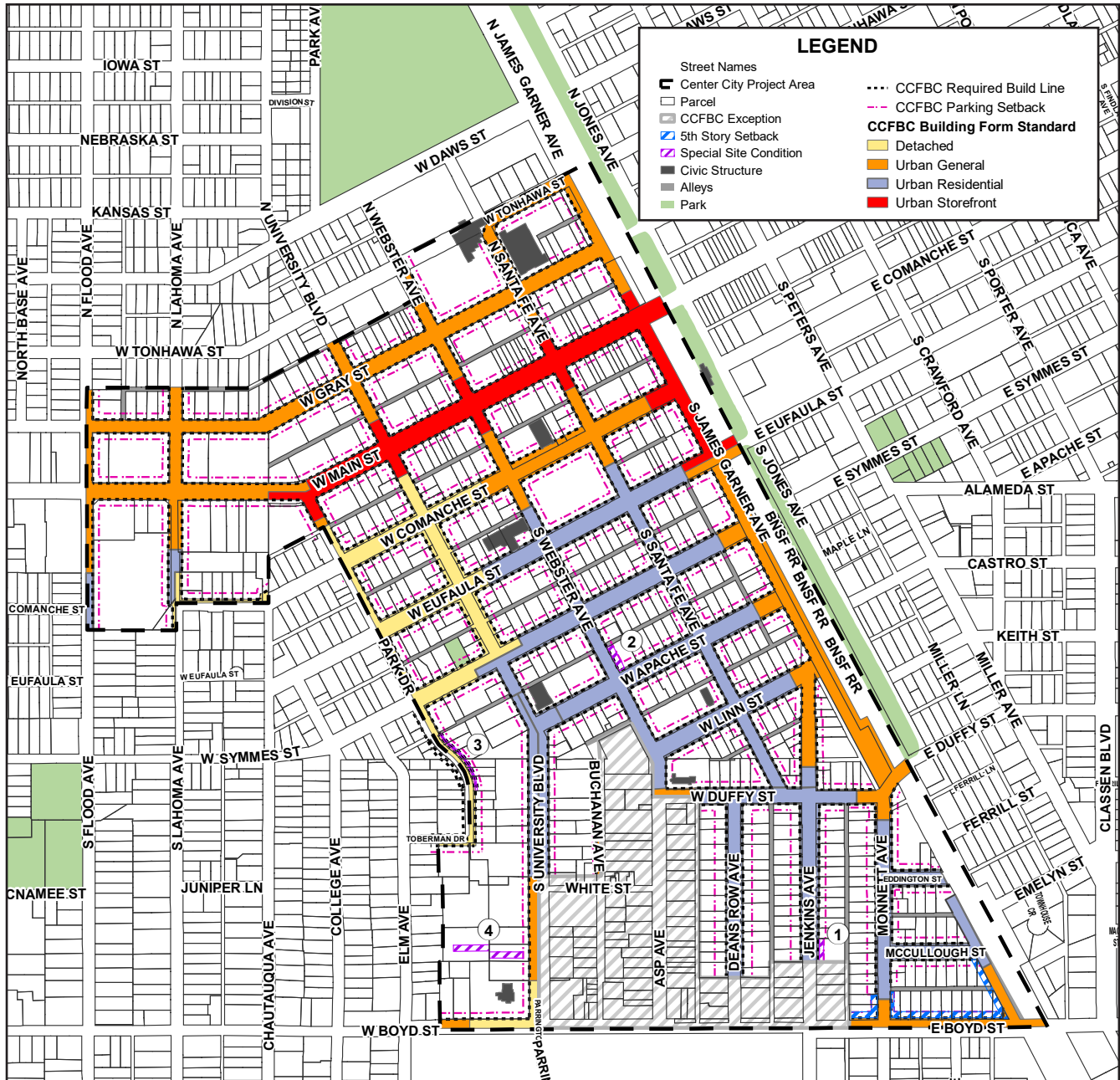
- c. (*3) Located on Park Drive. REQUIRED BUILDING LINE (RBL) is a “zone” as defined on the REGULATING PLAN. This is to accommodate the small lot/tightly curving Detached Frontage.)
- d. (*4) Located off University behind Boyd House. The lot building limit provides a ‘no structures’ area; an additional 30-foot deep zone designated with a cross-hatch on the REGULATING PLAN establishes an additional buffer area wherein the maximum height for any structure is 30 feet.

302. Illustrative Form District Maps

302.A. Center City Visioning Map

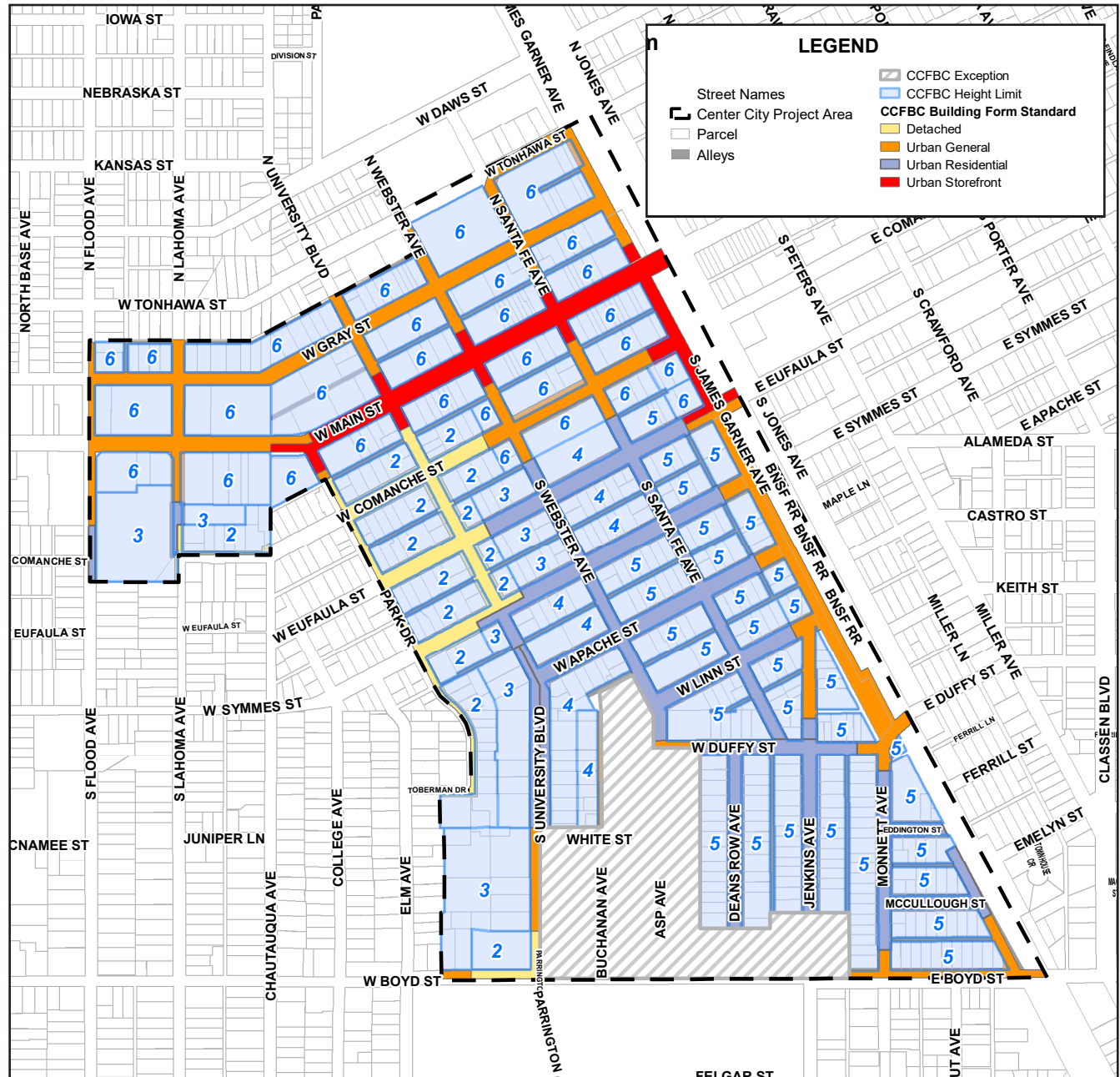


302.B. Center City Regulating Plan Map



Note: This version of the Regulating Plan is shown for illustrative purposes only. A large-scale version of REGULATING PLAN can be found at: www.normanok.gov/your-government/departments/planning-and-community-development/planning-projects/norman-center-city. Contact the Planning and Community Development Department for further information about the Center City Form District and REGULATING PLAN. (Individual BFS may establish superceding RBL requirements.)

302.C. Center City Maximum Building Height Map



Note: Properties with C-3 zoning at the time of CCFBC adoption are exempt from maximum building height limitations. (See Center City Visioning Map (Page 15) for applicable parcels.)

302.D. Center City Unit Minimum Map



Note: This version of the Center City Unit Minimum Map is shown for illustrative purposes only. There is no unit maximum requirement except for Detached Frontage.

Part 4. Building Form Standards

401. Intent

- A. The goal of the BUILDING FORM STANDARDS (BFS) is the creation of a vital, and coherent public realm through the creation of good STREET-SPACE. The intent of these form standards is to shape the STREET-SPACE—the specific physical and functional character—of the Center City Form District. The form and function controls on building frontages work together to frame the STREET-SPACE while allowing the buildings greater latitude behind their FACADES. The BUILDING FORM STANDARDS aim for the minimum level of control necessary to meet this goal.
- B. The BFS set the basic parameters governing building construction, including the building envelope (in three dimensions) and certain required or permitted functional elements.
- C. The BFS establish the rules for DEVELOPMENT and REDEVELOPMENT on private lots, unless otherwise indicated on the REGULATING PLAN.
- D. The REGULATING PLAN identifies the BUILDING FORM STANDARD for all private building sites within the CC Form District.
- E. These BFS establish a range of DEVELOPMENT intensity and character within the CC Form District specific to each individual frontage, beginning in *Section 403*. The BFS frontages are:
 - 1. Urban General Frontage, *Section 403*
 - 2. Urban Residential Frontage, *Section 403*
 - 3. Urban Storefront Frontage, *Section 404*
 - 4. Detached Frontage, *Section 405*

402. General Provisions

The following apply to all BFS, unless expressly stated otherwise within an individual BFS or otherwise designated on the REGULATING PLAN.

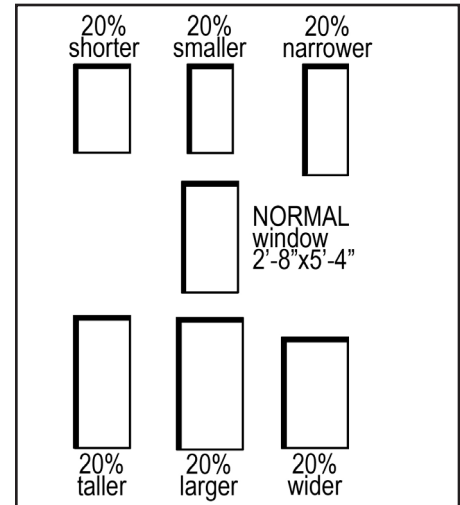
A. Frontage Transitions

When the BFS designation shown on the REGULATING PLAN changes along a property's REQUIRED BUILDING LINE (RBL), that property owner has the option, for that property's STREET FRONTAGE only, of applying either BFS for a maximum additional distance of 50 feet, from the transition point shown on the REGULATING PLAN, in either direction along that RBL.

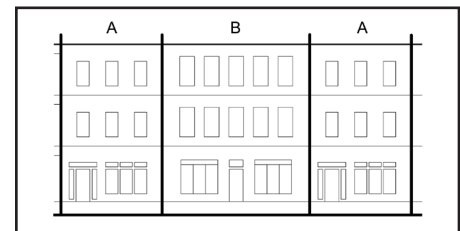
B. Façade Composition

- 1. "FAÇADE COMPOSITION" is the arrangement and proportion of FACADE materials and elements (windows, doors, columns, pilasters, bays).
 - a. Each FAÇADE COMPOSITION shall include a functioning street entry door. (Only applies to STREET FRONTAGE that is the same as the street address.)

- b. Individual infill projects on lots with STREET FRONTAGE of less than 100 feet on a BLOCK FACE are exempted from the overall FAÇADE COMPOSITION requirement for that BLOCK FACE, but shall still include a functioning street entry. This requirement may be satisfied for large footprint uses, such as large grocery stores, through the use of LINER SHOPS.
2. “COMPLETE AND DISCRETE” distinguishes one part of the FACADE from another to break down the perceived scale of large buildings and provide a better pedestrian experience.
 - a. For each BLOCK FACE, FAÇADES along the RBL shall present A COMPLETE AND DISCRETE vertical FAÇADE COMPOSITION to maintain and/or create the pedestrian-scale for the STREET-SPACE, at no greater than the following average STREET FRONTAGE lengths:
 - (i) 60 feet for Urban Storefront;
 - (ii) 75 feet for Urban General and Urban Residential.
 - (iii) A longer FAÇADE COMPOSITION may be presented, as long as smaller compositions appear within the same BLOCK FACE in order to achieve the above-stated average.
 - b. To achieve a COMPLETE AND DISCRETE vertical FACADE COMPOSITION (*Item 2* above) within a STREET FRONTAGE requires, at a minimum, *Item i* and at least two additional *Items ii-v*, below:
 - (i) Clearly different GROUND STORY FAÇADE COMPOSITION (both framing materials and FENESTRATION proportions) from one bay to the next.
 - (ii) FENESTRATION proportions differing at least 20 percent in height or width or height:width ratio. (*See figure 402.B.2.b.ii.*)
 - (iii) At least two different bay configurations. (*See figure 402.B.2.b.iii.*)
 - (iv) Change in wall material (changes in paint color are insufficient).
 - (v) Change in total FENESTRATION percentage (minimum difference 12 percent; ground floor FAÇADES are not included).



402.B.2.b.ii. Facade composition illustrative intent



402.B.2.b.iii. Facade Composition illustrative intent

C. Building Size

The maximum footprint for a building is 25,000 gross square feet; for buildings beyond that limit, see *Appendices A and B*. This shall not limit parking structures built according to the standards of this Code.

D. Neighborhood Manners

For the Urban General, Urban Storefront, and Urban Residential BFS frontages, the following rules apply:

1. Where a site shares a COMMON LOT LINE with a DETACHED BFS frontage lot within the City Center Form District or an R-1 lot adjacent to the western boundary of the District:
 - a. There shall be at least a 20-foot setback from the COMMON LOT LINE. (*See figure 402.D.1.a.*)
 - b. Within 50 feet of the COMMON LOT LINE, and within 80 feet of any RBL, any structures shall have a maximum height of 30 feet. This

requirement supersedes the minimum STORY requirement. (See *figure 402.D.1.b-c.*)

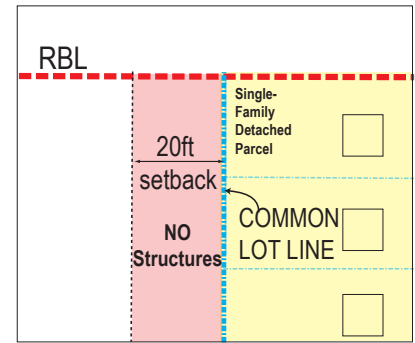
- c. Farther than 80 feet from any RBL, there shall be an additional 30 foot setback (for a total of 50 feet) from the COMMON LOT LINE for all structures. Surface parking is allowed. (See *figure 402.D.1.b-c.*)
2. Where a site has a COMMON LOT LINE with a Detached BFS frontage lot within the City Center District or an R-1 lot adjacent to the District, a GARDEN WALL, 4 to 6 feet in height, shall be constructed within one (1) foot of the COMMON LOT LINE. Trees from the Street Tree List shall be planted, on maximum 30-foot centers, within 10 feet of this wall.

E. Height

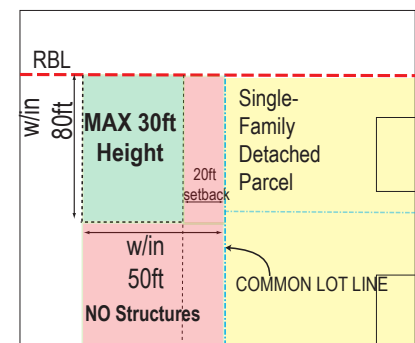
1. The height of all buildings is measured in STORIES, with an ultimate limit in feet, measured from the average fronting public sidewalk elevation to the top of the wall plate, unless otherwise specified in the individual BFS.
2. The minimum FACADE height that is required at the RBL is shown on the individual BFS.
3. The ceiling of an ENGLISH BASEMENT is at least 3 feet above sidewalk grade with windows above grade. ENGLISH BASEMENT units do not count against the STORY height limit but do count against the ultimate height measurement.
4. An ATTIC STORY is not included in the building height measurement.
5. MEZZANINES that have a floor area greater than 1/3rd of the floor area of the STORY in which they are located shall count as an additional full STORY in the building height measurement.
6. At least 80% of each STORY shall meet the minimum CLEAR HEIGHT prescribed in the individual BFS.
7. The GROUND STORY finished floor elevation requirements shall be measured at two points:
 - a. from the average exterior public sidewalk elevation at the RBL, and
 - b. within 30 feet of any RBL.

F. Siting

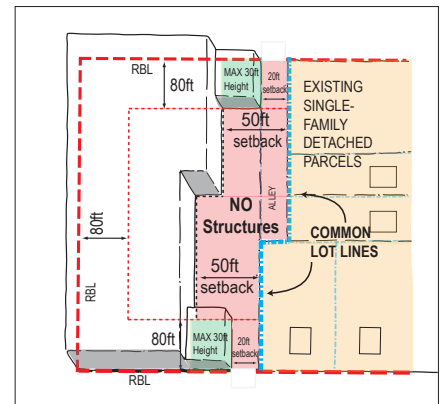
1. Building FACADES shall be built to the RBL as prescribed in the BFS. Single parcels with varied RBLs may select a single RBL and build to that designation.
2. The building FAÇADE shall be built to the RBL within the first 30 feet of a BLOCK CORNER, unless otherwise specified in the BFS. (See *figure 402.F.2.*)
3. The RBL, designated on REGULATING PLAN as an absolute line, incorporates an offset area (or depth) of 24 inches behind that line (into the BUILDABLE AREA) allowing for jogs, FAÇADE articulation, etc. unless otherwise designated herein. Therefore, where the FAÇADE is placed within that 24-inch zone, it is considered to be “built to” the RBL.



402.D.1.a. Neighborhood Manners -- Required setback

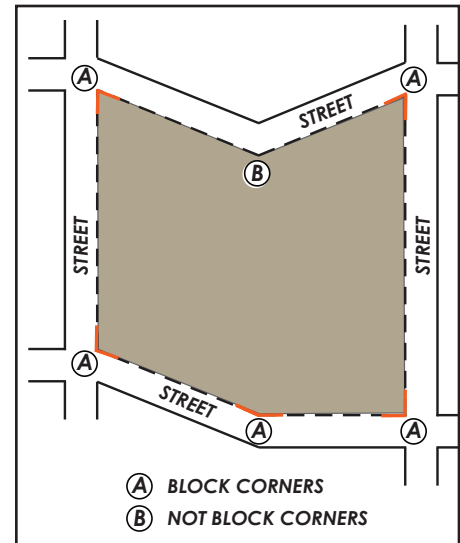


402.D.1.b. Neighborhood Manners -- Height limitations and required setbacks



402.D.1.c. Neighborhood Manners -- Limitations on buildable envelope

4. Where a STREET WALL is required, it shall be located along any RBL frontage that is not otherwise occupied by a building.
5. Buildings may only occupy that portion of the lot specified as the BUILDABLE AREA—the area behind the RBL as designated by the BFS.
6. No part of any building may be located outside of the BUILDABLE AREA except overhanging eaves, AWNINGS, BALCONIES, SHOPFRONTS, BAY WINDOWS, STOOPS, steps, or handicapped ramps approved by the Director. STOOPS, steps, and ramps shall not be located within the CLEAR WALKWAY. Where workable, for appropriate COMMERCE and RETAIL uses, temporary displays or cafe seating may be placed in the DOORYARD.
7. There is no required setback from ALLEYS (or COMMON DRIVES) except as otherwise indicated on the individual BFS. On lots without ALLEY access, there shall be a minimum 15-foot setback from the rear lot line.
8. The PARKING SETBACK LINE is generally 30 feet behind the RBL and extends, vertically from the first floor level, as a plane unless otherwise indicated on the REGULATING PLAN or in the individual BFS. Vehicle parking shall be located behind the PARKING SETBACK LINE, except where parking is provided below grade, on-street, or otherwise indicated on the REGULATING PLAN.
9. All lots, including CORNER LOTS and through lots, shall satisfy the build-to requirements for all their RBL frontages, and the DOORYARD and/or FRONT YARD requirements for each designated BFS, unless otherwise specified in this Code.



402.F.2. Block Corner diagram

G. Private Open Area

1. Any required PRIVATE OPEN AREA located on the ground shall have at least 1 tree per 800 square feet, of at least 2.5 inches in diameter at designated breast height (DBH) and at least 10 feet in overall height. Where new trees are planted to meet this requirement, they shall be no closer than five feet to any COMMON LOT LINE. Urban General, Urban Storefront, and Urban Residential lots that are reusing existing structures (without expansion) are exempt from this requirement.
2. Species must be selected from a list approved by the Director or their designee. Trees listed on the Norman Invasive Species list are prohibited from private open areas.

H. Garage and Parking

1. Curb cuts or driveways, except those along ALLEYS, shall be located at least 75 feet away from any BLOCK CORNER or parking structure entry on the same BLOCK FACE.
2. No portion of a parking structure (except for elevator penthouses) shall exceed the individual BFS ultimate building height in feet; however:
 - a. a parking structure may include additional levels of parking in excess of the building height limit in STORIES, and
 - b. parking on the open, roof level is permitted.

3. Any portion of a parking structure within 20 feet of a building constructed under this Code shall not exceed 40 feet or that building's primary ridge or parapet height, whichever is greater.

I. Elements

1. FENESTRATION is regulated as a percentage of the FAÇADE between floor levels. It is measured as glass area (including mullions and similar window frame elements with a dimension less than one inch) and/or as open area.
2. FENESTRATION shall be distributed such that no 30-foot square section of a FACADE violates the BFS percentage parameters.
3. Unless otherwise designated in the individual BFS, no window may be at an angle of less than 90 degrees from a COMMON LOT LINE within 3 feet, unless:
 - a. That view is contained within the lot (e.g. by a PRIVACY FENCE/ GARDEN WALL, opaque glass), or
 - b. The sill is at least 6 feet above its finished floor level.
4. No part of any building may project forward of the RBL except overhanging eaves, AWNINGS, SHOPFRONTS, BAY WINDOWS, STOOPS, steps, [FRONT PORCHES](#), BALCONIES, or handicapped ramps approved by the Director.
5. GROUND STORY AWNINGS shall maintain a minimum horizontal clearance of 1 foot from any point where the TREE LAWN meets the CLEAR WALKWAY and shall maintain a CLEAR HEIGHT of at least 10 feet above the CLEAR WALKWAY.
6. BALCONIES may not project within 5 feet of a COMMON LOT LINE. Balconies [and FRONT PORCHES](#) may encroach within the public right-of-way, subject to the issuance of applicable permits and required permissions.
7. Where an individual BFS includes BALCONIES as a method for achieving the required PRIVATE OPEN AREA, the BALCONY shall not otherwise be enclosed above a height of 42 inches, except with insect screening and/or columns/posts supporting a roof or connecting with another BALCONY above.
8. BAY WINDOWS shall have an interior clear width of between four and eight feet at the main wall. BAY WINDOWS shall project no more than 42 inches beyond the RBL.
9. ATTIC STORIES are permitted within all BFS frontages.
 - a. On the RBL/FACADE side of the roof pitch (BLOCK interior elevations are not restricted) ATTIC STORY windows may only be located in DORMERS and/or gable-ends.
 - b. ATTIC STORY DORMERS are permitted so long as they do not break the primary eave line, are individually less than 15 feet wide, and their collective width is not more than 60 percent of the RBL FACADE length.
 - c. An ATTIC STORY may not occupy an area greater than 75% of the floor area of the STORY immediately below.

- d. ATTIC STORIES meeting the above standards do not count against the maximum building height in feet or STORIES.
- 10. At least one functioning entry door shall be provided along each GROUND STORY FAÇADE. No GROUND STORY FAÇADE may include a section of greater than 75 feet without a functioning entry door, unless otherwise specified in the BFS. (Only applies to STREET FRONTAGE that is the same as the street address.) A FAÇADE entry door is not required for any DWELLING UNIT with an entry door in a frontage-facing courtyard.
- 11. All **required** FRONT PORCHES shall be completely covered by a roof. FRONT PORCHES may be screened when all architectural elements (columns, railings, etc.) occur on the outside of the screen on the side facing the STREET-SPACE. The finished FRONT PORCH floor height shall be no more than 8 inches below the first interior finished floor level of the building to which it is attached. FRONT PORCHES shall not extend past the DOORYARD into the CLEAR WALKWAY.
- 12. The finished STOOP floor height shall be no more than 8 inches below the first interior finished floor level of the building to which it is attached. STOOPS shall not extend past the DOORYARD into the CLEAR WALKWAY.
- 13. PRIVACY FENCES may be constructed along COMMON LOT LINES behind the RBL, and along ALLEYS. PRIVACY FENCES shall have a maximum height of 8 feet.

J. Architectural Materials (exteriors)

The Center City is a compact, walkable, mixed-use urban district. Traditional, sustainable, durable materials appropriate to the central Oklahoma climate are encouraged. Innovative, energy-efficient materials detailed appropriate to a pedestrian-scaled urban environment are encouraged. The following materials are prohibited:

- 1. Any lap siding except natural wood or cementitious fiber board.
- 2. Composition roofing shingles used as a wall material
- 3. Exposed fastener metal panels
- 4. Artificial stucco or EIFS, except high impact quality

K. Roof Configurations

Where CLEARLY VISIBLE FROM THE STREET-SPACE, pitched roofs, exclusive of roofs behind parapet walls, shall be pitched between 4:12 and 12:12. Shed roofs, attached to the main structure, shall be pitched between 3:12 and 8:12. (See *Section 402.Θ N.2.* for standards for screening mechanical equipment.)

L. Civic Use Buildings

When CIVIC USE BUILDINGS are designated on the REGULATING PLAN, they are exempt from the BFS provisions except those required under *Section 402.D. 1-2 Neighborhood Manners*.

M. Signage

The standards in this section, *M. Signage*, apply in the Urban General, Urban Storefront, and Urban Residential frontages and supersede *Chapter 28 (Sign Code Regulations)* of the *Norman Municipal Code* in the areas so designated.

1. Intent and Guiding Illustrations

Signs along commercial and mixed-use frontages should be clear, informative and should weather well. Signage is desirable for advertising shops and offices, and as decoration. Signs should be scaled to the District: mixed-use, pedestrian-oriented, with slow-moving automobile traffic. Signage that is glaring or too large creates distraction, intrudes into and lessens the district experience, and creates visual clutter. The photographs in this *Section 402.M. Signage* are advisory only.

2. General Standards

- a. Wall signs are permitted within the area between the second STORY floor line and the first floor ceiling with a horizontal band not to exceed 2 feet in height. In no case shall this band be higher than 20 feet or lower than 11 feet above the adjacent sidewalk.
- b. Letters shall not exceed 18 inches in height or width. Signs shall not come closer than 2 feet to an adjacent COMMON LOT LINE.
- c. Additionally company logos or names may be placed within this horizontal band or placed or painted within ground floor or second STORY windows.
- d. A masonry or bronze plaque bearing an owner's or building's name may be placed in the building's cornice/parapet wall or under the eaves, and above the upper STORY windows. Any such plaque shall be no larger than a rectangle of 18 square feet.
- e. Blade signs (perpendicular to the REQUIRED BUILDING LINE) not more than 5 feet wide containing a maximum of 25 square feet per side and minimum 9 feet clear height above the sidewalk may be hung from the FACADE, or from an overhang or awning. Vertically oriented blade signs less than 30 inches wide may contain up to 30 square feet per side. No blade sign shall extend above the FAÇADE at the RBL.
- f. Neon signs are allowed within SHOPFRONT windows throughout the District.
- g. No more than 25% of a shop or store window may be covered by signage.
- h. Temporary sidewalk easel signs of up to 36" in height are permitted within the DOORYARD area. They may also be considered a permitted obstruction to the sidewalk or right-of-way, with prior approval from the City.
- i. All illumination of signs and buildings shall be by constant light—flashing, traveling, animated, or intermittent lighting shall not be mounted on the exterior of any building, whether such lighting is temporary or permanent.

3. Prohibited Signs

Outdoor advertising signs, roof signs, free-standing pole signs, monument signs, any kind of animation, and signs painted on the exterior walls of buildings. No digital, flashing, scrolling, traveling, animated, or intermittent lighting shall be on the exterior of any building whether such lighting is of temporary or long-term duration. Portable or wheeled signs and advertising



Wall sign



Blade sign



Painted window sign



Masonry parapet sign

located outside any building are not allowed except as specifically allowed for in Section M.2.h.

N. Lighting & Mechanical

1. Lighting Standards¹

- a. Street lights shall be located between 9 feet and 12 feet above grade with a maximum average spacing (per BLOCK face) of 60 feet on center on Storefront frontage sites, 75 feet on Urban General frontage sites, and 100 feet on other frontage streets along the street tree alignment line on each side of the street-space and travel lanes (unless otherwise indicated on the regulating plan). Full cut-off fixtures are required; design must be approved by City staff to meet a “uniform design” within the CCFBC District.
- b. Direct light (i.e. the lighting element) shall be shielded from view from public spaces and adjoining properties.
- c. Any lots with ALLEYS, except for the Detached Frontage, shall have full cut-off lighting fixtures. These fixtures shall illuminate the ALLEY, be between 9 and 16 feet in height, and not cause glare in adjacent lots.
- d. Flood or up-lighting shall not be used to illuminate private building walls or features; except that flood or up-lighting may be permitted on public or private CIVIC BUILDINGS, historic buildings, or monuments to highlight architectural features (such as church steeples or courthouse domes).
- e. Any accent lighting on private structures (except those identified in *Item d.*, above) shall be full cut-off.
- f. Site lighting shall be of a design and height and be located so as to illuminate only the lot. An exterior lighting plan shall be approved as consistent with these standards by the Planning and Community Development Staff.
- g. All illumination of signs and buildings shall be by constant light—flashing, traveling, animated, or intermittent lighting shall not be mounted on the exterior of any building, whether such lighting is temporary or permanent.
- h. Lighting for parking garages shall consider general Crime Prevention Through Environmental Design (CPTED) standards and guidelines.

2. Mechanical Equipment Standards

Mechanical equipment is generally any Heating, Ventilation and Air Conditioning (HVAC) or electrical machinery but also includes air compressors, mechanical pumps, exterior water heaters, water softeners, utility and telephone company transformers, meters or boxes, garbage cans, storage tanks, and similar elements. These elements should not be located in any public areas or be CLEARLY VISIBLE FROM THE STREET-SPACE. Mechanical equipment should not detract or interfere with the pedestrian space or block the sight



Neon sign within shopfront window

¹ Note: Need to incorporate the preferred OG&E specifications for street light standards here.

triangle. Water storage tanks above 100 gallons must be enclosed on at least two sides by the main structure.

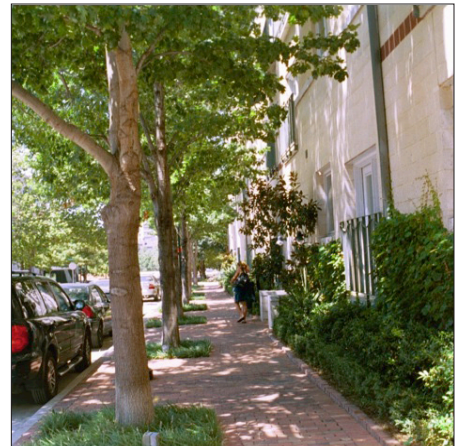
- a. Ground level equipment shall be placed behind and away from any REQUIRED BUILDING LINE, may not be stored or located within any STREET-SPACE, and shall be screened, i.e. not be CLEARLY VISIBLE FROM THE STREET-SPACE. Screening may be achieved by an approved STREET WALL or by placement behind the building or part thereof. These standards apply to: air compressors, mechanical pumps, exterior water heaters, water softeners, utility and telephone company transformers, meters or boxes, garbage cans, storage tanks, and similar equipment.
- b. Roof mounted equipment shall be placed behind and away from any REQUIRED BUILDING LINE and be screened from view from the STREET-SPACE.
 - (i) For pitched roofs, the equipment shall not be located on the roof pitch on the STREET-SPACE side.
 - (ii) For flat and/or parapet roofs, the screening shall be no more than 5 feet in height or the equipment shall be located farther than 20 feet from the REQUIRED BUILDING LINE.

403. Urban General Frontage

ILLUSTRATIONS AND INTENT

Note: These are provided as illustrations of intent. The illustrations and statements on this page are advisory only and do not have the power of law. Refer to the standards on the following pages for the specific prescriptions and restrictions of this Building Form Standard. Where these photos or statements may be inconsistent with the regulations, the regulations prevail.

Urban General is the basic urban STREET FRONTAGE, once common across the United States. The purpose of this frontage is to develop multi-story buildings with three or more DWELLING UNITS within a single structure or ATTACHED STRUCTURES and/or mixed-use placed directly at the sidewalk or behind small DOORYARDS, and with one or more entrances and windows across the FACADE. The uses range from commercial to residential, municipal to retail and restaurants— and combinations of all of the above. There could be several buildings lined up shoulder to shoulder, filling out a BLOCK, or on smaller BLOCKS, a single building might fill the BLOCK face. This frontage is designated in the most intense areas of the Center City District and it is anticipated that there will be significant pedestrian traffic along these BLOCKS.



HEIGHT

Building Height

1. The building shall be at least 2 STORIES in height at the REQUIRED BUILDING LINE (RBL)
2. Properties with C-3 zoning at the time of CCFBC adoption are exempt from maximum building height limitations. (See *Sec. 302.A. Center City Visioning Map* for applicable parcels.)
3. In all other locations, the maximum height of buildings shall conform with the maximum height requirements identified by the *302.C. Center City Maximum Building Height Map*.

Where designated on the REGULATING PLAN, the 5th STORY FACADE shall be stepped back at least 10 feet behind the RBL and no ATTIC STORY is permitted above it.

Ground Story Height

1. COMMERCE, RETAIL and CIVIC uses
(See also *Urban Storefront Standards on page 32.*)
 - a. The GROUND STORY finished floor elevation shall be:
 - i. no lower than the average fronting exterior sidewalk elevation;
 - ii. no higher than 18 inches above the average fronting public sidewalk elevation.
 - b. The GROUND STORY shall have a CLEAR HEIGHT of at least 12 feet along the RBL for a minimum depth of 25 feet.
2. Residential Units with RBL frontage
 - a. The GROUND STORY shall have a CLEAR HEIGHT of at least 9 feet.

Upper Story Height

The minimum CLEAR HEIGHT for each upper STORY is 9 feet.

SITING

Façade

1. On each lot the building FAÇADE shall be built to the REQUIRED BUILDING LINE for 100% of the RBL length.
2. Within 8 feet of the BLOCK CORNER, the GROUND STORY FAÇADE may be chamfered to form a corner entry.
3. On CORNER LOTS, the 100% RBL requirement shall only apply to the addressed STREET FRONTAGE, and the RBL requirement for the non-addressed STREET FRONTAGE shall be 65%.

Buildable Area

1. The BUILDABLE AREA is delineated as anywhere behind the RBL.
2. A PRIVATE OPEN AREA equal to at least 15% of the total BUILDABLE AREA shall be preserved on every lot. Up to 67% of the required PRIVATE OPEN AREA may be satisfied through the BALCONIES of individual units. At least 33% of the PRIVATE OPEN AREA shall comprise no more than two separate contiguous areas, as follows:
 - a. Where located at grade, such PRIVATE OPEN AREA may be located anywhere behind the PARKING SETBACK LINE, but not within any required side or rear setbacks.
 - b. Where provided above the GROUND STORY but below a

building's highest roof level, the PRIVATE OPEN AREA may be located forward of the PARKING SETBACK LINE (such as in a raised courtyard configuration) and shall open onto no more than one STREET-SPACE and shall be set back at least 30 feet from any BLOCK CORNER or BUILDING CORNER.

- c. Where located on the building's highest roof level, the PRIVATE OPEN AREA may be located anywhere on the roof.
3. A fee in lieu of the 15% minimum Private Open Area may be paid subject to approval by the Parks Board on a square footage basis of \$2.00 per square foot of the 15% Private Open Area. This fee shall be used for Public Open Space improvements within or adjacent to the City Center Area (such as Andrews Park or Legacy Trail).

Garage and Parking

Openings in any RBL for parking garage entries shall have a maximum CLEAR HEIGHT no greater than 16 feet and a clear width no greater than 22 feet.

ELEMENTS

Fenestration

1. Blank lengths of wall exceeding 20 linear feet are prohibited on all REQUIRED BUILDING LINES (RBL), and [other fronting](#) exterior walls, provided the walls are not within 3 feet of the property line.
2. GROUND STORY FENESTRATION shall comprise between 33% and 70% of the GROUND STORY FAÇADE, and [other fronting](#) exterior walls, provided they are not within 5 feet of the property line.
3. Upper STORY FENESTRATION shall comprise between 20% and 70% of the FAÇADE, and [other fronting](#) exterior wall area per STORY provided they are not within 5 feet of the property line. UPPER STORY FENESTRATION shall comprise between 10% and 70% of the upper story [fronting](#) exterior walls that are 3-5 feet from the property line.

Building Projections

1. AWNINGS shall project:
 - a. a minimum of 4 feet from the FAÇADE
2. AWNINGS may have supporting posts at their outer edge provided that they:
 - a. Have a minimum of 8 feet clear width between the FAÇADE and the AWNING support posts or columns, and
 - b. Provide a continuous walking path at least 5 feet wide within that clear width, running parallel to the AWNING posts/ columns.

Street Walls

1. One access gate no wider than 22 feet and one pedestrian entry gate no wider than 5 feet shall be permitted within any required STREET WALL.
2. A STREET WALL not less than 5 feet in height or greater than 12 feet in height shall be required along any RBL frontage that is not otherwise occupied by a building on the lot.

USE SPECIFICS

Ground Story

The GROUND STORY may house commerce, professional services, or residential uses. See height specifications above for specific requirements unique to each use.

Upper Stories

1. The upper STORIES may only house RESIDENTIAL or COMMERCE uses. *No restaurant or retail sales uses shall be allowed in upper STORIES unless they are second STORY extensions equal to or less than the area of the GROUND STORY use, except that restaurant uses are allowed on the roof level of Urban Storefront frontages.
2. No COMMERCE use, except for permitted rooftop restaurants, is permitted above a RESIDENTIAL use.
3. Additional habitable space is permitted within the roof where the roof is configured as an ATTIC STORY.

USE TABLE

The use table identifies the uses allowed in the Urban General BFS.

RESIDENTIAL DWELLING UNITS

Unit Minimums

No parcel containing a residential use shall contain less DWELLING UNITS than the number of stories allowed, as identified on the BFS Height Map minus one (1). Parcels without a building height limit containing a residential use shall have at least five (5) units. There is no maximum unit

requirement. Ground story commercial units shall count toward the residential dwelling unit minimum. All DWELLING UNITS on a parcel shall be contained within a single structure or set of ATTACHED STRUCTURES.

BUILDING CONSTRUCTION

Construction Codes

1. All structures building in the Urban General BFS shall be constructed in compliance with construction codes as follows:
 - b. The GROUND STORY shall be constructed to regulations of the Building Code as adopted in Section 6-201 of the Code of the City of Norman regardless of use.
 - c. All GROUND STORY construction shall be built to meet the most restrictive requirements of the following Use and Occupancy Classifications described in the Building Code: Assembly Group A, Business Group B, and Mercantile Group M.
2. All functioning entry doors for structures built in the Urban General BFS, including corner entries, shall be recessed so that the exterior landing at the door required by the Building Code, would not extend past the RBL.

USE CATEGORY		Urban General		Additional Regulations
		Ground Story	Upper Story	
RESIDENTIAL	Household Living	✓	✓	Sec. 704.B.1-2; 704.H, J, K.
	Group Living		✓	
COMMERCE	Office	✓	✓	Sec. 704.D.1-2
	Overnight Lodging	✓	✓	Sec. 704.E.1-3
	Recreation/Entertainment	✓	✓	Sec. 704.F.1-5
	Vehicle Sales	✓	✓	Sec. 704.F.2-6
	Passenger Terminal	✓		
	Child Care Center	✓	✓	See Part 9. Definitions
	Family Day Care Home	✓	✓	See Part 9. Definitions
	Retail Sales & Service	✓	✓	Sec. 704.F.2, 6, 7
	Restaurant/Bar/Lounge/Tavern	✓	✓	Sec. 704.F.1-5
	Art Studio/Artisinal Manufacturing	✓	✓	Sec. 704.F.7
	Research & Development	✓	✓	
	Self-service storage		✓	
	Auto Repair	✓		Sec. 704.G.
CIVIC	See Part 8 9. Definitions	✓		Sec. 704.C.

Key: ✓ = Permitted Blank Cell = Not Permitted

URBAN RESIDENTIAL FRONTAGE DISTINCTIONS

All requirements in the Urban General BFS shall apply to the Urban Residential BFS with exception to the following:

1. The finished floor elevation shall be no less than 14 inches and no more than 8 feet above the average exterior public sidewalk elevation at the RBL.
2. The PRIVATE OPEN AREA is permitted anywhere behind the RBL pursuant to applicable FACADE requirements.
3. On each lot, the FACADE shall be built to:
 - a. the RBL for 100% for at least 12' in depth of the RBL length, or
 - b. the RBL for at least 70% for at least 12' in depth of the RBL length, provided PRIVATE OPEN AREA fronts the RBL and is enclosed on all other sides by a structure in a courtyard configuration.
 - i. Only one frontage-facing courtyard shall be allowed per every 50 feet of RBL frontage.
 - ii. Each wing of the structure surrounding the courtyard shall have a minimum width of 30% of the RBL length.
4. A STREET WALL not less than 4 feet or greater than 8 feet in height shall be required along any RBL frontage that is not otherwise occupied by a FACADE or PRIVATE OPEN AREA.

Live-Work Option

Once LIVE-WORK is designated on the REGULATING PLAN, these Urban General BFS standards shall apply, except that the GROUND STORY may be configured at grade, as a SHOPFRONT. (See 404. *Urban Storefront* for specific requirements and Part 7. *Building Functions* for restrictions on uses.)

RESIDENTIAL DWELLING UNITS

Unit Minimums

For parcels designated as Urban Residential south of Duffy Street, there shall be no residential DWELLING UNIT minimum. For all other parcels designated as Urban Residential, there shall be a residential DWELLING UNIT minimum of three (3) units. There is no maximum unit requirement. All DWELLING UNITS on a parcel shall be contained within a single structure or set of ATTACHED STRUCTURES. (See Center City Unit Minimum Map on page 18.)

USE TABLE

The use table identifies the uses allowed in the Urban Residential BFS.

USE CATEGORY		Urban Residential		Additional Regulations
		Ground Story	Upper Story	
RESIDENTIAL	Household Living	✓	✓	Sec. 704.B.1-2; 704.H, J, K.
	Group Living	✓	✓	
COMMERCE	Office	✓		Sec. 704.D.1-2
	Overnight Lodging	✓	✓	Sec. 704.E.1-3
	Recreation/Entertainment			Sec. 704.F.1-5
	Vehicle Sales			Sec. 704.F.2, 6
	Passenger Terminal			
	Child Care Center			See Part 9. Definitions
	Family Day Care Home	✓	✓	See Part 9. Definitions
	Retail Sales & Service	✓		Sec. 704.F.2, 6, 7
	Restaurant/Bar/Lounge/Tavern			Sec. 704.F.1-5
	Art Studio/Artisinal Manufacturing	✓		Sec. 704.F.7
	Research & Development			
	Self-service storage			
	Auto Repair			Sec. 704.G.
CIVIC	See Part 8. Definitions	✓		Sec. 704.C.

Key: ✓ = Permitted Blank Cell = Not Permitted

404. Urban Storefront Frontage

ILLUSTRATIONS AND INTENT

The Urban Storefront represents the prototypical “main street” form with shopfronts along the sidewalk and a mix of uses above. A high level of pedestrian activity is anticipated. It is a subset of the Urban General Frontage, with more specific requirements at the street level.



These photos are provided as illustrations of intent. They are advisory only and do not have the power of law. Refer to the standards below and on the previous pages for the specific prescriptions and restrictions of this Building Form Standard. Where these photos or statements may be inconsistent with the regulations, the regulations prevail.

Where Urban Storefront BFS is designated on the REGULATING PLAN, the Urban General BFS standards (previous pages) shall apply, except that the GROUND STORY configuration shall be for RETAIL—that of a SHOPFRONT.

- a. GROUND STORY uses are limited to RETAIL SALES or SERVICE, or PROFESSIONAL SERVICE within the first 20 feet behind the RBL.
- b. The minimum GROUND STORY CLEAR HEIGHT is 15 feet.
- c. The GROUND STORY FENESTRATION shall comprise between 50% and 90% of the GROUND STORY FAÇADE.
- d. Single panes of glass shall not be permitted larger than 10 feet in height by 6 feet in width.
- e. GROUND STORY windows may not be made opaque by window treatments or tinting (except operable sunscreen devices within the conditioned space). A minimum of 75% of the window surface shall allow a view into the building interior for a depth of at least 15 feet.
- f. SHOPFRONTS may extend up to 24 inches beyond the FAÇADE or RBL into the DOORYARD, but may not project into the CLEAR WALKWAY.
- g. For all parcels designated as Urban Storefront, there shall be a residential DWELLING UNIT minimum of three (3) units. GROUND STORY commercial units shall count toward the residential dwelling unit minimum.

405. Detached Frontage

ILLUSTRATIONS AND INTENT

Note: These photos and statements are provided as illustrations of intent and are advisory only. They do not have the power of law. Refer to the standards on the following pages for the specific prescriptions and restrictions of the Detached Building form standard. Where these photos or statements may be inconsistent with the regulations, the regulations prevail.

The Detached BFS Frontage is represented by the traditional one DWELLING UNIT structure with small front, side, and rear yards along a tree-lined street. Structures are 1 to 2 stories in height with pitched roofs and front porches. Its purpose is to protect the character of existing single family neighborhoods.



Detached

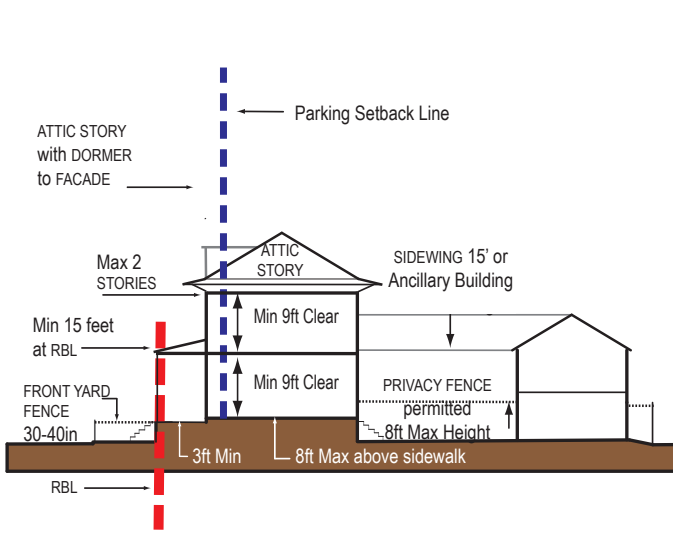


Diagram 405.a: Height

HEIGHT

Building Height

1. Each building shall be at least 15 feet at the REQUIRED BUILDING LINE (RBL), but no greater than 2 STORIES or 27 feet in height.
2. A SIDEWING shall be no higher than 15 feet.
3. Any ancillary structure in the BUILDABLE AREA at the rear of the lot shall be no higher than the principal structure on the lot.

Ground Story Height

1. The finished floor elevation shall be no less than 3 feet and no more than 8 feet above the average exterior sidewalk elevation at the RBL.
2. The GROUND STORY shall have an interior CLEAR HEIGHT of at least 9 feet.

Upper Story Height

Each upper STORY shall have an interior CLEAR HEIGHT of at least 9 feet.

Front Yard Fence

Any FRONT YARD FENCE has a minimum height of 30 inches and a maximum height of 40 inches.

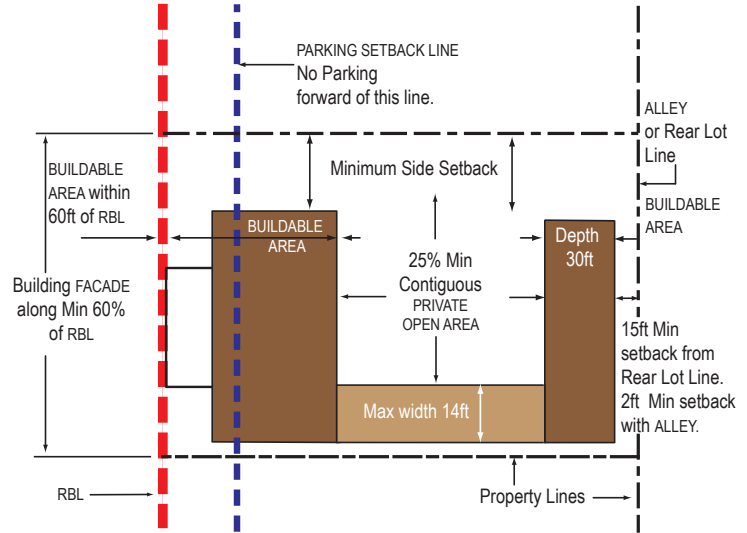


Diagram 405.b: Siting

SITING

Façade

1. On each lot the FACADE shall be built parallel to the REQUIRED BUILDING LINE (RBL) for at least 60% of the building width. The FRONT PORCH shall be built-to the RBL.
2. For CORNER LOTS the minimum 60% build-to shall include the STREET FRONTAGE within 20 feet of the BLOCK CORNER.

Buildable Area

1. The BUILDABLE AREA is as defined in *Diagram 405.b* above.
2. A contiguous PRIVATE OPEN AREA equal to at least 25% of the total BUILDABLE AREA shall be preserved on every lot. Such contiguous area shall be located at grade, anywhere behind the PARKING SETBACK LINE and not include any side or rear setbacks.

Lot Size and Setbacks

1. All lots of record are buildable under this code.
2. Newly subdivided lots shall have a minimum width at the RBL of 32 feet, a maximum width of 55 feet, and a minimum depth of 85 feet.
3. The minimum side lot setbacks are 5 feet or as otherwise designated on the REGULATING PLAN.
4. FRONT YARD setbacks: DEVELOPMENT and REDEVELOPMENT, may construct at the setback of the existing structure or follow an existing setback on an adjacent/neighbor property in the Detached Frontage BFS only.

Front Yard

The FRONT YARD/DOORYARD shall not be paved except for walkways.

Garages, Parking and Alleys

1. Garage doors shall not be located on the RBL/FACADE.
2. There is a 2 foot required setback from ALLEYS.

Detached

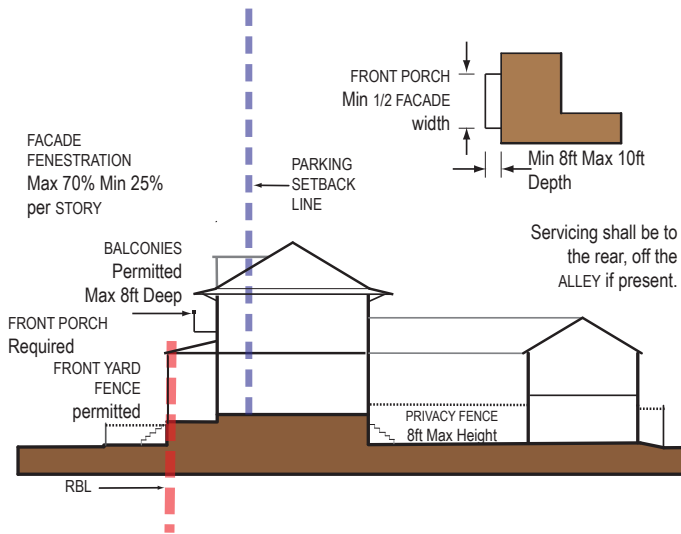


Diagram 405.c: Elements

ELEMENTS**Fenestration**

1. Blank lengths of wall exceeding 15 linear feet are prohibited on all FACADES.
2. FENESTRATION shall comprise at least 25%, but not more than 70%, of all FACADES.

Building Projections

1. Each building FACADE shall include a FRONT PORCH at the RBL, between 8 feet and 10 feet deep with a width not less than 1/2 of the FACADE width.
2. No part of any building except the FRONT PORCH roof (overhanging eaves) and steps may encroach beyond the RBL into the DOORYARD.

Doors/Entries

At least one functioning entry door shall be provided along the GROUND STORY FAÇADE. (Applies to STREET FRONTAGE, same as street address.)

Street Walls and Fences

1. There is no STREET WALL requirement.
2. Any FRONT YARD FENCE shall be within one foot of the CLEAR WALKWAY/DOORYARD line parallel to the RBL and along COMMON LOT LINES to a point at least even with the FACADE.
3. A PRIVACY FENCE may be constructed along a COMMON LOT LINE behind the FACADE.

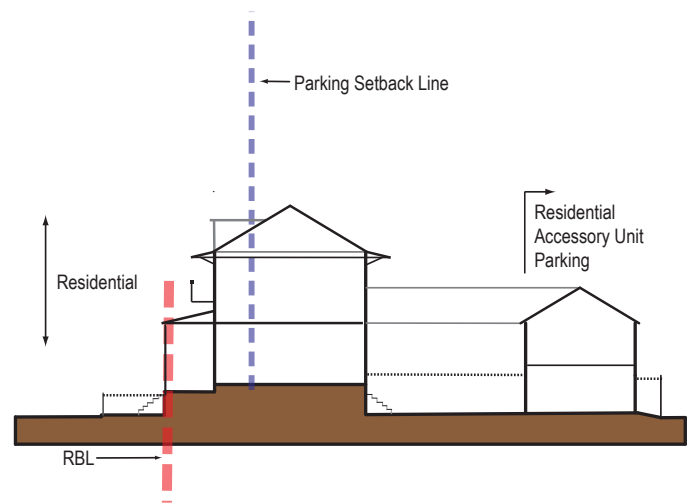


Diagram 405.d: Use

USE**All Stories**

1. Only RESIDENTIAL uses are permitted - one DWELLING UNIT or one DWELLING UNIT with an ACCESSORY UNIT allowed.
2. Additional habitable space is permitted within the roof where the roof is configured as an ATTIC STORY.

Accessory Uses

Parking and ACCESSORY UNIT (maximum 650 square feet) uses are permitted in the BUILDABLE AREA at the rear of the lot.

Part 5. Urban Space Standards

501. Applicability

- A. The Urban Space Standards apply to new DEVELOPMENT and REDEVELOPMENT as well as the reconstruction of existing streets and other public (and publicly accessible) spaces.
- B. The Urban Space Standards establish the rules and standards for the complete STREET-SPACE (especially streets and sidewalks).

502. Intent

- A. Although commonly thought of as just parks or greens, the urban space (or public realm) is much more; it includes the complete STREET-SPACE—the public domain between the building FAÇADES; the travel lanes between the curbs as well as the sidewalks; public plazas as well as urban squares and CIVIC GREENS.
- B. The Urban Space Standards have the following goals:
 - 1. To establish an environment that encourages and facilitates pedestrian activity. “Walkable” streets are comfortable, efficient, safe, and interesting.
 - 2. To ensure the coherence of the STREET-SPACE, serving to assist residents, building owners, and managers with understanding the relationship between the STREET-SPACE and their own properties.
 - 3. To contribute to ultimate sustainability. Native (and non-native adapted) trees and plants contribute to privacy, the reduction of noise and air pollution, shade, maintenance of the natural habitat, conservation of water, and storm-water management.
- C. Property frontages and building FAÇADES are part of the public realm, literally forming the walls of the public STREET-SPACE and are therefore subject to more regulation than the other portions of the private property.
- D. The private, interior portions of the lots (toward the ALLEY or rear lot lines) are much less regulated to allow commercial operators to utilize these spaces as efficient working environments unseen by the public and allow residents to have private (semi-private for apartment and condominium dwellers) gardens and courtyards.

503. Street Type Specifications

The Street Type Specifications illustrate the recommended typical configurations for STREET-SPACES within the Center City Form District. The plans and sections specify ideal vehicular travel lane widths, curb radii, sidewalks, tree planting areas, and on-street parking configurations. They also provide a COMPARATIVE PEDESTRIAN CROSSING time as a gauge of relative pedestrian crossing-comfort between the various street types. The streets within the CC Form District must work in conjunction with the Building Form Standards to create the type of walkable, mixed-use place envisioned by the community.

A. Intent and Principles

1. General Intent

- a. Streets are a community's first and foremost public spaces and should be just as carefully designed and planned as any park or public building. The character of the STREET-SPACE—both its scale and its details—determines the pedestrian quality of a given location.
- b. Streets must balance the needs of all forms of traffic—auto, transit, bicycle and pedestrian—to maximize mobility and convenience for all residents and users. Their character will vary depending on their location: some streets will carry a large volume of traffic and provide a more active and intense urban pedestrian experience while others will provide a less active and more intimately scaled STREET-SPACE.
- c. These are city streets—not highways or roads—and must be developed as such to create people-oriented places balancing all transportation modes. The neighborhood streets are designed primarily for walkability and pedestrian comfort, with automobile movement as a secondary focus. The Main, Gray and Boyd specifications grant more to the free movements of vehicles, while maintaining fair walkability.

2. Principles

- a. The appropriate design of streets is one of the most important design elements for *Center City place-making*.
- b. To design for continuous free-flowing vehicle traffic creates situations where vehicles will travel at speeds greater than desirable for pedestrians.
- c. With appropriate design, drivers will choose slower speeds and less aggressive behavior, a feat typically not achieved through basic speed limit signage/postings.
- d. Scale is a threshold design consideration for street design elements (from signage to crossing distances)—in a neighborhood, town or city it should be that of the pedestrian.
- e. An interconnected street network allows traffic capacity to be diffused and maintained across numerous streets.
- f. Emergency vehicle access must be maintained, but with an interconnected street network, there will always be at least two routes of access to any lot or parcel.

- g. Differences between “requirements” and “preferences” can be significant—increased lane width and the accompanying increased vehicle speed more often than not decrease the overall safety for pedestrians.
- h. On-street parking slows passing vehicular traffic and acts as a buffer between moving vehicles and pedestrians. City staff will review and approve on-street parking design on a case-by-case basis depending on the street classification.
- i. Overall function, comfort, safety and aesthetics of a street are more important than automobile efficiency alone.
- j. In a pedestrian-oriented area, non-vehicular traffic should be provided with every practical advantage so long as safety is not adversely affected.
- k. Street design should take into consideration what is reasonably foreseeable, not every situation that is conceivably possible.
- l. Designing a street to facilitate (rather than accommodate) infrequent users may actually result in the wrong design for the frequent users of the STREET-SPACE.
- m. When the street design creates a conflict between the vehicular and non-vehicular user, it should be resolved in favor of the non-vehicular user unless public safety will be truly jeopardized by the resolution.

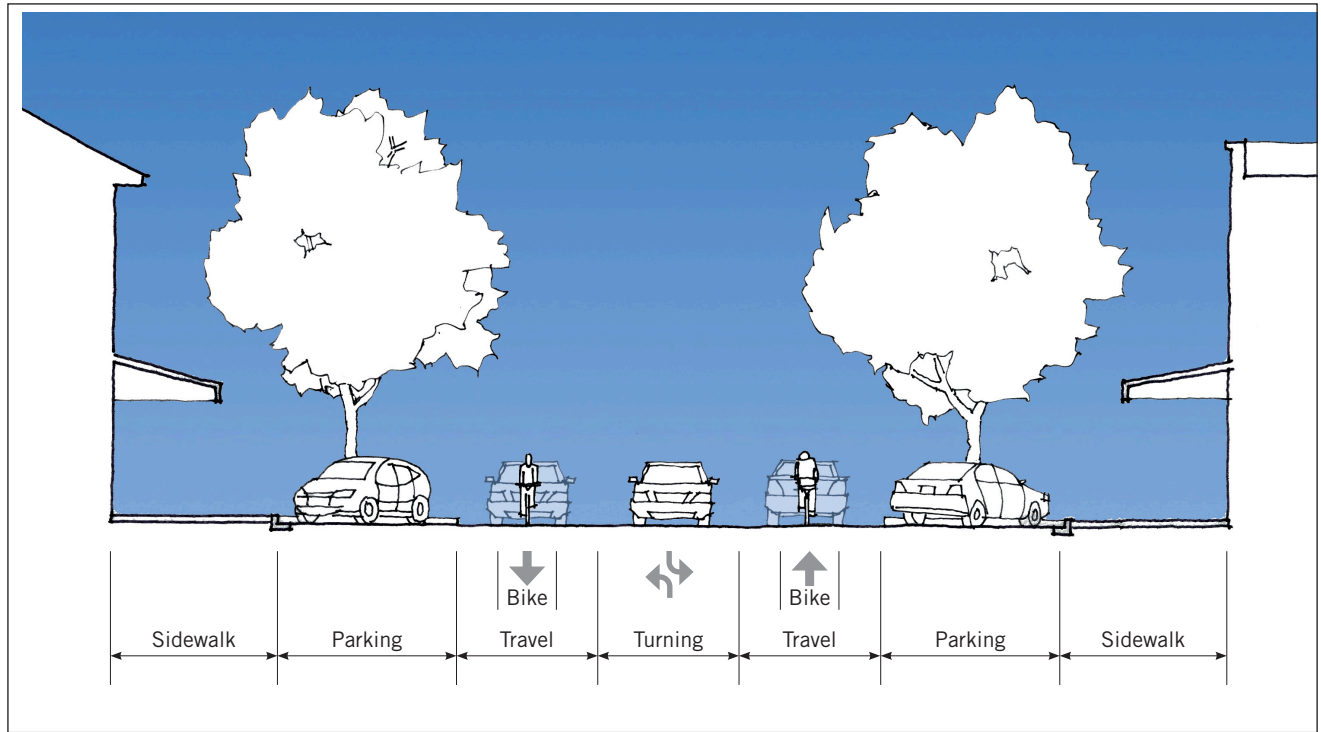
B. Street Types

1. These are the proposed street types and ideal configurations within the CC Form District. The numbers refer to dimensions within the STREET-SPACE. The first number¹ is the literal STREET-SPACE (the distance between FAÇADES across the street) and the second is the distance to the back-of-curb (includes travel lanes, any on-street parking, and curb and gutter).
 - a. Main Street: MS-98/43
 - b. Boyd Street: ST-88/43
 - c. Neighborhood Street: ST-80+/38
 - d. Neighborhood Street: ST-66+/38
 - e. Alley: A-24

See *Diagrams 503.B.1.a.-e.* on the following pages.
2. On Main Street: MS - 98/43 specification, sharrows, clearly marked shared bicycle and automobile lanes are shown. On Boyd Street: ST - 88/43 specification, dedicated bike lanes are shown. The other street types are configured such that in-lane bicycle travel is encouraged and appropriate.
3. DOORYARDS and ALLEYS are generally reserved for utility easements.

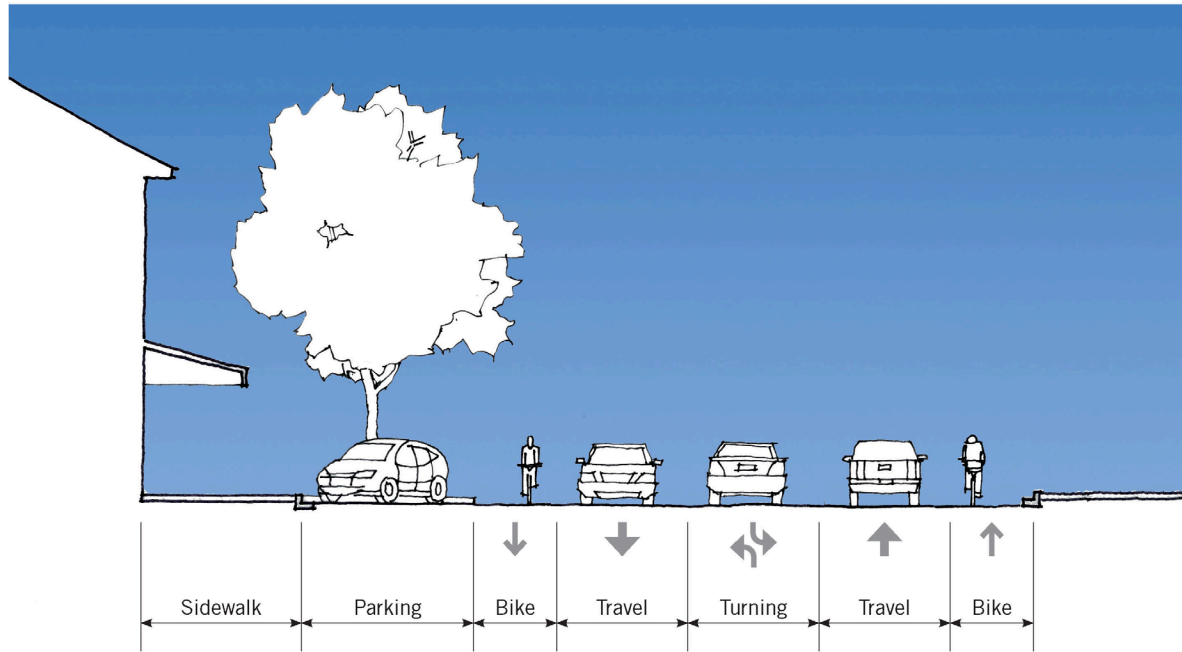
¹ Note: Due to the fact that the existing rights-of-way within the CC Form District vary dramatically, the first number for the Neighborhood Streets includes a plus (+) sign. The distance above the base number (either 80 or 66) is typically added to the front yard or dooryard space in the Neighborhood Street Type diagrams on the following pages.

Diagram 503.B.1.a: Main Street: MS-98/43



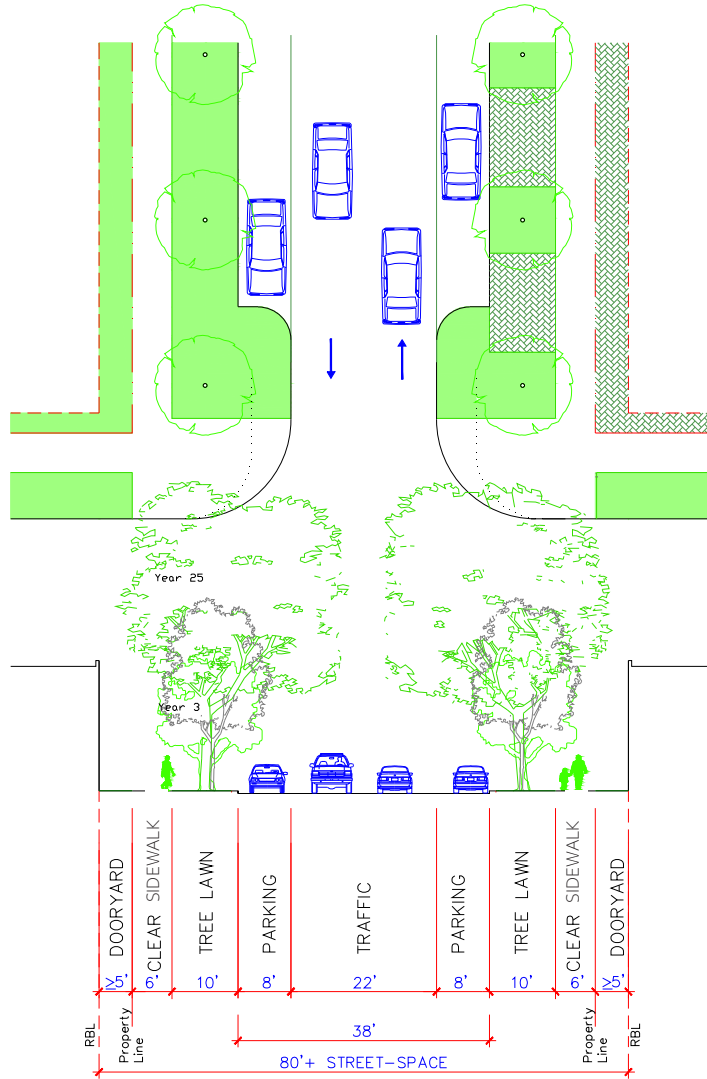
[Note: Illustration is advisory only](#)

Diagram 503.B.1.b: Boyd Street: ST-88/43



[Note: Illustration is advisory only](#)

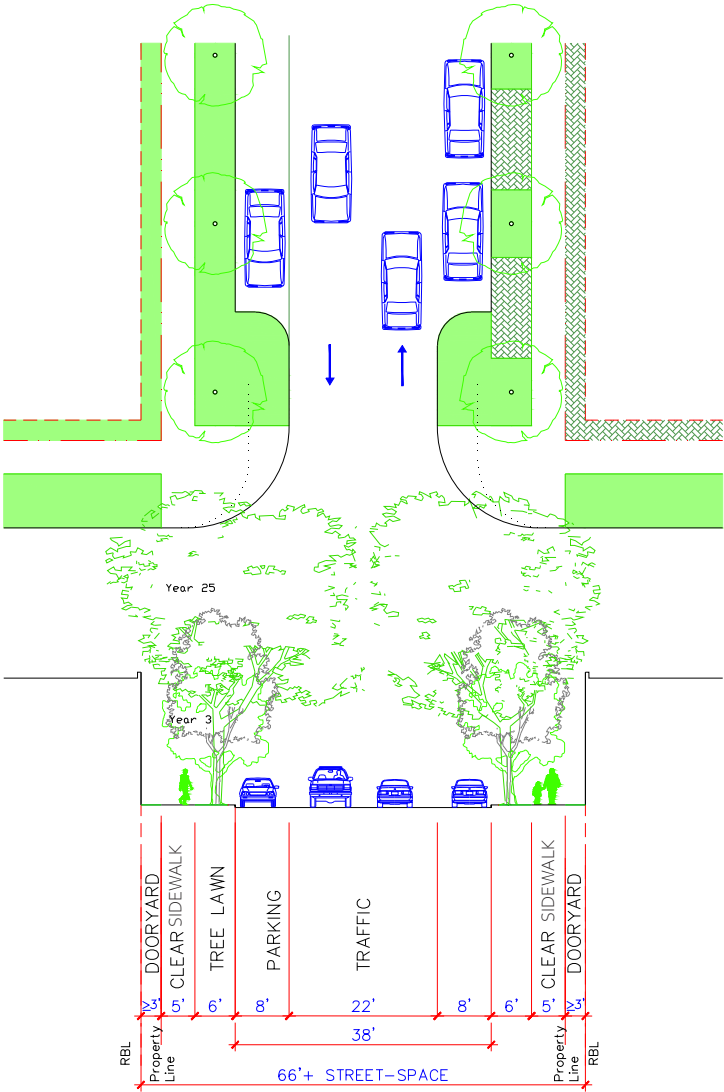
Neighborhood ST 80+/38



STREET—SPACE	80', per RBL
Traffic Lanes	11'
TREE LAWN	10'
Clear Sidewalk	6'
DOORYARD	see Regulating Plan, 5'typ.min.
type	street
movement	Free
design & posted speed	20–25 mph
	two way
on street parking	Both Sides, Striped
Right of Way	70' (varies)
pavement width	38'
curb type	vertical
curb radius	20' with curb extensions 10' w/o
planting	Street Trees Max Avg 30'ctc
comparative pedestrian crossing time	5.9 seconds w/curb extensions. 10.2 seconds without

Note: Illustration is advisory only

Neighborhood ST 66+/38

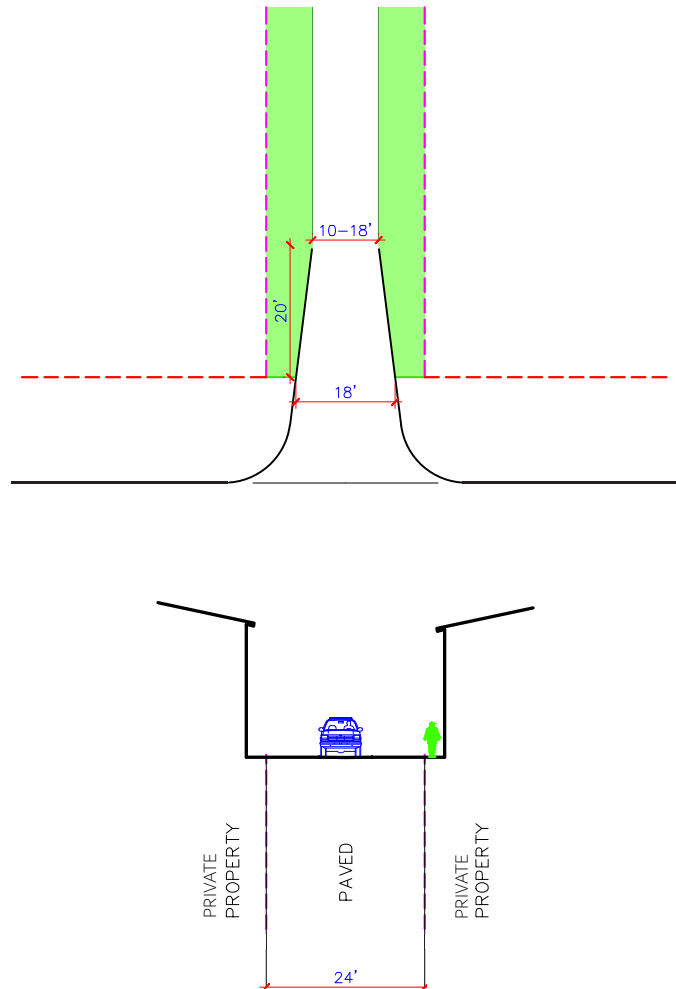


STREET-SPACE	66', per RBL
Traffic Lanes	11'
TREE LAWN	6'
Clear Sidewalk	5'
DOORYARD	see Regulating Plan, 3'typ.min.
type	street
movement	Free
design & posted speed	20-25 mph
traffic function	two way
on street parking	Both Sides, Striped
Right of Way	60' (varies)
pavement width	38'
curb type	vertical
curb radius	20' with curb extensions 10' w/o
planting	Street Trees Max Avg 30'ctc
comparative pedestrian crossing time	5.9 seconds w/curb extensions. 10.2 seconds without

Note: Illustration is advisory only

Diagram 503.B.1.e: Alley: A-24

Alley A-24



ROW or Easement	24'
type	alley
movement	Slow
design speed	5–10 mph
traffic function	two way– Yield Situation
pavement width	10'–18'
curb type	vertical, at Entry Only
curb radius	10–15"
comparative pedestrian crossing	4.3 seconds

Note: Illustration is advisory only

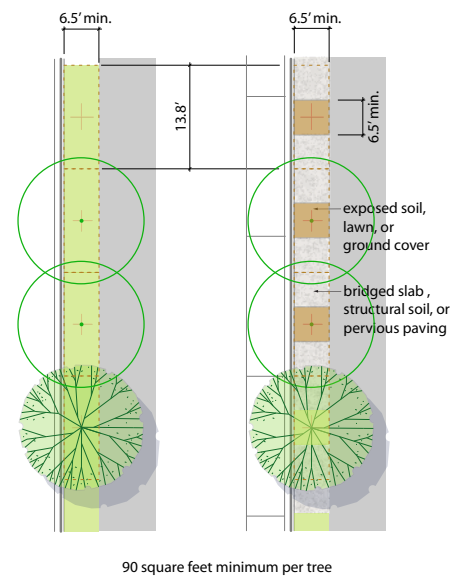
504. Streetscape Standards

A. General Provisions

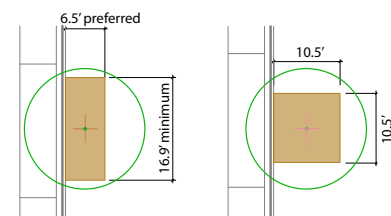
1. All plant material (including trees) shall pass any inspections required under State regulations.
2. All turf grass shall be solidly sodded at installation—not seeded, sprigged, or plugged. Vegetative groundcovers may be used in place of turf grass.
3. In addition to the lot, the owner must maintain the following areas:
 - a. The portion of the STREET-SPACE between their RBL and the back of the curb.
 - b. The portion of the ALLEY between the lot line and the edge of the ALLEY pavement.
4. Mechanical and electrical equipment including, but not limited to, air compressors, pumps, exterior water heaters, water softeners, private garbage cans (not including public sidewalk waste bins), and storage tanks may not be stored or located within any STREET-SPACE. (Water pumps for public fountains or irrigation not visible are not included in this prohibition. Temporary placement of private garbage cans within the STREET-SPACE may be allowed to accommodate scheduled pick-up.)

B. Street Trees

1. Each STREET-SPACE must have STREET TREES planted along the STREET TREE ALIGNMENT LINE (generally 3 to 3½ feet from the back of the curb unless otherwise specified in the REGULATING PLAN or Street Type Specification) at an average spacing not greater than 30 feet on center (calculated per BLOCK FACE). Where necessary, spacing allowances may be made to accommodate curb cuts, fire hydrants and other infrastructure elements; however, in no location may STREET TREE spacing exceed 45 feet on center except where necessary for transit stops or stations. Required STREET TREE planting area configurations are specified in the Street Type Specifications and below.
2. Required tree planting area minimum specifications are as follows:
 - a. STREET TREE planting areas shall be at grade or not greater than six inches in height above or below the sidewalk
 - (i) Soil surface area shall not be less than 110 square feet per isolated tree or 90 square feet per tree for connected (TREE LAWN) situations. (See *Illustrations 504.B.2(i) and (ii).*)
 - (ii) No dimension of the soil surface area may be less than 6 feet unless otherwise specified in this Code.
 - (iii) The Street Type Specifications above are configured for street tree trenches. The above requirements may be met through the use of bridged slab, structural soil, or other techniques that clearly exceed these standards in the fostering of vital and long-lived STREET TREES.



Continuous Tree Lawn Continuous Soil Area
504.B.2(i) Connected Situation



Individual Tree Planting
504.B.2(ii) Isolated Tree Situation

- b. At planting, STREET TREES shall be at least 2.5 inches in diameter at designated breast height (DBH) and at least ten feet in overall height. Species must be selected from the STREET TREE LIST (see Tree Lists). Consult with the designated City staff for the designated tree species for a particular STREET-SPACE.
- c. Any unpaved ground area shall be planted with groundcover, flowering vegetation, or climbing vines, not to exceed 12 inches in height. STREET TREES must be “limbed up” as they gain appropriate maturity so as to not interfere with pedestrian or truck travel (minimum 7 feet clear over the sidewalk and 14 feet over any travel lanes) and to maintain visibility.

C. Streetscape Elements

- 1. At the time of DEVELOPMENT, the developer is required to install sidewalks, as illustrated in Street Type Specifications, on the side of the STREET-SPACE being developed.
- 2. Sidewalks not otherwise designated in the REGULATING PLAN or Street Type Specifications shall be a minimum of six feet wide and be constructed to meet all City (and ADA) standards and specifications.
- 3. Street furniture is an element of the overall STREET-SPACE design—not an afterthought. Street furnishings should be simple, functional, and durable.

D. On-Street Parking

- 1. On-street parking spaces shall count towards parking requirements. (See ~~Part 6. Parking and Loading Standards~~ [Section 603.C.](#))
- 2. The parking space/tree planting pattern may be interrupted by existing or new driveways designated in the REGULATING PLAN, streets, and ALLEYS, but the requirements in B.1 above shall be met, except where necessary for any transit stops or stations.
- 3. Parking spaces must be constructed in a manner that allows proper drainage (generally a “w” profile, having a gutter pan between the travel and parking lanes).
- 4. Where required, bicycle parking shall be provided on the same lot as the DEVELOPMENT. (See *Appendix C* for additional requirements.)
 - a. For residential lots containing more than three DWELLING UNITS on the same lot, there shall be one bicycle parking space provided for the first eight (8) car parking spaces, and one bicycle space for each ten (10) car spaces provided thereafter. Single family, two-family, and three-family units on the same lot are exempt from the requirement to provide bicycle parking facilities.
 - b. For other non-residential uses, there shall be one bicycle parking space provided for any parking area containing at least eight car spaces, and one additional bicycle space for each twenty (20) car spaces thereafter.

5. On-street parking shall comply with applicable ordinances regarding distance to intersections, stop signs, and other street elements.

505. Plazas, Squares and Civic Greens

A. Intent

1. These standards apply to those spaces that are either publicly owned or publicly accessible, as designated on the REGULATING PLAN.
2. SQUARES, CIVIC GREENS and plazas should be situated at prominent locations. The green plants and trees of SQUARES and CIVIC GREENS provide a landscape and civic architecture that complement the surrounding private building architecture.
3. SQUARES are active pedestrian centers. CIVIC GREENS are spaces intended for less intensive foot traffic. Surface treatment is regulated accordingly.
4. Pervious paving materials (to allow oxygen for tree roots and absorb stormwater run-off) are encouraged in both SQUARES and CIVIC GREENS, and the percentage of impervious paving material is limited. Pervious paving materials must be approved by the Public Works Department. (see 505.C. *Materials and Configurations* below.)

B. Standards

SQUARES and CIVIC GREENS must be designed, planted and maintained according to the following requirements:

1. SQUARES and CIVIC GREENS shall have at least 60 percent of their perimeter fronting public rights-of-way. Both shall be surrounded by STREET TREES. Their dimensions shall be no narrower than a 1:5 ratio and no SQUARE or CIVIC GREEN width or breadth dimension shall be less than 25 feet.
2. Appropriate to their high (pedestrian) traffic level SQUARES must be designed with a higher percentage of paved surface area. (see C.2 below)
3. A clear view through the SQUARE or CIVIC GREEN (from two to seven feet in height) is required, both for safety and urban design purposes.
4. SQUARES and CIVIC GREENS shall not include active recreation structures such as ball fields and courts.

C. Materials and Configurations

1. General

- a. STREET TREES shall be planted along the alignment shown in the street type specification, and in accordance with *Section. 504, B. Street Trees*. They may (generally will) be of a different species than the connecting streets.
- b. The ground surface level elevation shall be between 0 and 18 inches above the top of the adjacent curb.
- c. The maximum slope across any SQUARE or CIVIC GREEN shall not exceed ten percent.

- d. Except for tree trunks, streetlights, CIVIC USE BUILDINGS, public art or monuments, there shall be a clear view between two and seven feet above grade. The foliage of newly planted trees may intrude into this area until the tree has sufficient growth to allow such a clear trunk height.
- e. Trees within a SQUARE or CIVIC GREEN may also be selected from the public space tree lists (see *Section 506. Tree Lists*).
- f. Asphalt is prohibited within a SQUARE or CIVIC GREEN tract.

2. Squares

Appropriate to their high (pedestrian) traffic level, SQUARES shall incorporate a higher percentage of paved surface area. Surface treatment and materials (within the back-of-curb to back-of-curb area, excluding any CIVIC USE BUILDING, public art or monument footprint) shall be between 20 percent and 35 percent unpaved pervious surface (turf, groundcover, gravel, soil or mulch).

3. Civic Greens

Appropriate to their less intensive character, CIVIC GREENS shall be designed with a lower percentage of paved surface area. Surface treatment and materials (within the area back-of-curb to back-of-curb area excluding any CIVIC USE BUILDING, public art or monument footprint) shall be a minimum 50 percent unpaved pervious surface area (such as turf, groundcover, gravel, soil or mulch).

4. Pedestrian Pathway

The area within a PEDESTRIAN PATHWAY shall be a public access easement or public right of way. The easement width for these pathways must not be less than 20 feet with a paved walkway not less than ten feet wide providing an unobstructed view straight through its entire length, except where otherwise specified on the REGULATING PLAN.

506. Tree Lists

A. General

1. The following lists contain all approved tree species for use in the CC Form District. The lists include native and acceptable adapted species. Other species may be used for planting within a private lot. These lists may be periodically reviewed for disease and climate appropriateness and amended by the City, as necessary.
2. Invasive exotic species may not be used anywhere on private lots or other areas.

B. Street Trees

1. Species in the Street Tree List are for placement as shown in Street Type Specifications, or as specified in the REGULATING PLAN for placement along the STREET TREE ALIGNMENT LINE. The use of alternate species may be permitted, but only if approved by the designated City staff.

2. STREET TREES are part of an overall STREET-SPACE plan designed to provide both canopy and shade and to give special character and coherence to each street. The desired aesthetic must be achieved through the use of native and/or proven hardy adapted species. Appropriate STREET TREE species may change over time and this list may be periodically amended by the designated City staff. Inclusion in this list shall be based on the following criteria:
 - a. Structural – STREET TREES shape and subdivide the STREET-SPACE, increasing pedestrian comfort and adding (literal) value to the street/community. “Canopy Shade Tree” species grow to heights in excess of 60 feet and have a broad canopy—enabling them to clear auto traffic and pedestrians, form a ceiling-like enclosure, and open a clear view of the STREET-SPACE, FAÇADES, and SHOPFRONTS at eye-level.
 - b. Pragmatic – Life as a typically placed street tree is nasty, brutish, and short. Few species are tough enough to survive and grow. Appropriate species have special tolerance to salt and soil compaction. STREET TREE planting techniques and configurations provide a healthy environment in which the tree can thrive—this will ensure that the trees increase their value to the community as they grow.
 - c. Design – Species are planted consistently along a given STREET-SPACE to provide a special form and character. This provides species diversity at the same time it provides a specific street character by planting different STREET-SPACES with different trees.

STREET TREE LIST

(Large Canopy Trees – mature height 60 feet and above)

<i>Celtis occidentalis</i>	Common Hackberry
<i>Ginkgo biloba</i>	Ginkgo (male only)
<i>Gleditsia triacanthos</i> var. <i>inermis</i>	Thornless Honey Locust
<i>Platanus acerifolia</i> ‘Yarwood’	Yarwood Plane tree
<i>Platanus occidentalis</i> ‘Bloodgood’	London Plane tree
<i>Quercus acutissima</i>	Sawtooth Oak
<i>Quercus alba</i>	White Oak
<i>Quercus coccinea</i>	Scarlet Oak
<i>Quercus muhlenbergii</i>	Chinquapin Oak
<i>Quercus palustris</i>	Pin Oak
<i>Quercus phellos</i>	Willow Oak
<i>Quercus buckleyi shumardii</i>	Red Oak
<i>Quercus velutina</i>	Black Oak
<i>Tilia Americana</i>	Basswood/American Linden
<i>Ulmus hollandica</i> ‘Groenveldt’	Groenveldt Elm
<i>Ulmus americana</i> “libertas”	Liberty Elm
<i>Ulmus parvifolia</i>	Chinese/Lacebark/Drake Elm

3. Public Space Trees

In addition to the above trees, the following trees may be placed within DOORYARDS, SQUARES OR CIVIC GREENS.

PUBLIC SPACE TREE LIST

<i>Carya illinoensis</i>	Pecan
<i>Cerus canadensis</i> var. <i>texensis</i>	Texas Redbud
<i>Cerus x texensis</i>	Oklahoma Redbud
<i>Juglans nigra</i>	Black Walnut
<i>Magnolia grandiflora</i>	Magnolia
<i>Quercus macrocarpa</i>	Bur Oak
<i>Quercus muhlenbergii</i>	Chinquapin Oak
<i>Taxodium ascendens</i>	Pond Cypress
<i>Taxodium distichum</i>	Bald Cypress

4. Private Space Plantings

No trees or other plant species that have been identified as invasive may be planted in any outdoor location within the City Center District.

Part 6. Parking and Loading Standards

601. Intent

- A. Promote a “park once” environment that will enable people to conveniently park and access a variety of commercial, residential, and civic enterprises in pedestrian friendly environments by encouraging shared parking.
- B. Reduce fragmented, uncoordinated, inefficient, reserved single-purpose parking.
- C. Avoid adverse parking impacts on neighborhoods adjacent to REDEVELOPMENT areas.
- D. Maximize on-street parking.
- E. Provide flexibility for REDEVELOPMENT of small sites and for the preservation or reuse of historic buildings.
- F. Increase visibility and accessibility of public parking.
- G. Support and encourage a multi-modal, bicycle and pedestrian-friendly environment.

602. Other Applicable Regulations

Pervious surfaces approved by the City Engineer are encouraged for surface parking lots.

603. Minimum Parking Requirements

- A. Properties zoned C-3 at the time of CCFBC adoption are exempt from these minimum parking requirements. See *Part 3, Section 302. ~~Illustrative Form District Map~~ 302.A., Center City Visioning Map.* for the applicable parcels. Properties zoned C-2 and located on Gray Street extending from Lahoma Avenue on the West to the railroad tracks on the East shall also be exempt from the minimum parking requirements of the CCFBC.
- B. There is no minimum parking requirement for the re-use or renovation of an existing structure in which there is no gross floor area expansion.
- C. An inset parking space located on a public street may be included in the calculation of parking requirements if it is adjacent to the building site (where more than 50% of the space is located within the street fronting the DEVELOPMENT parcel). On-street parking is subject to approval from the City of Norman’s Transportation Engineer.
- D. Each on-street parking space may only be counted once.
- E. Minimum reserved parking: Reserved parking includes all parking that is not shared parking.
 - 1. COMMERCE/CIVIC uses: There is no minimum requirement for reserved parking.

2. Residential—minimum reserved parking spaces per unit:
 - a. STUDIO unit .5 spaces/unit
 - b. 1 BEDROOM unit .5 spaces/BEDROOM
 - c. 2 BEDROOM unit .5 spaces/BEDROOM
 - d. 3 BEDROOM unit or greater 1 space/BEDROOM

F. Minimum Shared Parking for Urban General, Urban Storefront, and Urban Residential Frontages:

1. COMMERCE: There are no minimum shared parking requirements where the non-residential Gross Floor Area (GFA) is under 10,000 square feet. Sites over 10,000 square feet in non-residential GFA shall have a minimum of 1 and 1/4 spaces per 1,000 square feet of non-residential GFA provided as shared parking.
2. Shared parking shall be designated by appropriate signage and markings (parking shall be clearly visible and accessible to the public) as determined by the Director.

G. Achieving parking requirements:

1. Parking shall be located and configured in compliance with the PARKING SETBACK LINE or other regulations for the site on which it is located, as indicated on the REGULATING PLAN and/or BUILDING FORM STANDARD.
2. Minimum parking requirements may be met either on-site or within a 1000-foot walking distance of the DEVELOPMENT.
3. Parking lot design is up to the discretion of the developer. A parking lot striping plan must be provided by the developer.
4. Parking spaces shall be at least 162 square feet in area with a minimum width of 8.5 feet.
5. CORNER LOTS less than 12,900 total square feet shall only be required to comply with the parking setback line at the front of the property and not the side street. For the purposes of this paragraph, the frontage street is the same as the street address.

H. Bicycle Parking: sites and/or projects over 10,000 square feet in land area have the following requirements: (Appendix C)

1. For COMMERCE, the developer must provide 1 employee bicycle parking rack (2-bike capacity) per 5,000 square feet of commercial floor area and 1 visitor/customer bicycle parking rack (2-bike capacity) per 10,000 square feet of commercial floor area. The employee and visitor racks may be co-located.
2. For RESIDENTIAL, the developer must provide 1 tenant bicycle parking rack (2-bike capacity) per 4 units and 1 visitor bicycle parking rack (2-bike capacity) per 10 units. Projects under 4 units shall have no requirement.
3. Bicycle parking facilities shall be visible to intended users. The bicycle parking facilities shall not encroach on any area in the public right



603.H.4.Consolidated public bicycle parking

of way intended for use by pedestrians, nor shall they encroach on any required fire egress.

4. On-street bicycle parking spaces (typically along the STREET TREE ALIGNMENT LINE) may be counted toward the minimum customer/visitor bicycle parking requirement. (For areas with constrained STREET-SPACE, an optional approach is to consolidate public bicycle parking in a single dedicated on-street parking space per BLOCK. *See figure 603.H.4.*)

- I. Permissive parking and loading facilities. Nothing in this ordinance shall be deemed to prevent the voluntary establishment of off-street parking or loading facilities to serve any existing use of land or buildings, in accordance with all regulations herein governing the location, design, and operation of such facilities.

J. Off-Site Parking

1. Off-site parking shall be located and configured in compliance with the PARKING SETBACK LINE or other regulations for the site on which it is located, as indicated on the REGULATING PLAN and/or BUILDING FORM STANDARD.

K. Tandem Parking

1. Tandem parking is only allowed for:
 - a. Single-family residential projects; and
 - b. Residential projects and the residential component of mixed-use projects.
2. Parking spaces shall be at least 162 square feet in area with a minimum width of 8.5 feet.
3. Tandem parking spaces shall follow normal parking space size requirements.

604. ~~Reserved~~ Special Parking Standards

L. ~~Off-Site Parking~~

1. ~~Off-site parking shall be located and configured in compliance with the parking setback line or other regulations for the site on which it is located, as indicated on the regulating plan and/or building form standard.~~

M. ~~Tandem Parking~~

1. ~~Tandem parking is only allowed for:~~
 - a. ~~Single-family residential projects; and~~
 - b. ~~Residential projects and the residential component of mixed-use projects.~~
2. ~~Parking spaces shall be at least 162 square feet in area with a minimum width of 8.5 feet.~~
3. ~~Tandem parking spaces shall follow normal parking space size requirements.~~

605. Parking Lot Plantings

- A. For any surface parking lot not separated from the STREET-SPACE by a building, the space between the RBL and the PARKING SETBACK LINE shall be planted with canopy shade trees from the Tree Lists in *Part 5. Urban Space Standards*. Trees shall be planted at an average distance not to exceed 30 feet on center and aligned parallel 3 to 7 feet behind the RBL/STREET WALL.
- B. The edge of any Urban General or Urban Storefront surface parking lot adjacent to a Detached or Urban Residential lot shall:
 - 1. Be planted with canopy shade trees from the Tree Lists in *Part 5. Urban Standards*, placed at an average distance not to exceed 40 feet on center and aligned parallel 3 to 7 feet behind the COMMON LOT LINE.
 - 2. Have a STREET WALL, GARDEN WALL or PRIVACY FENCE along the COMMON LOT LINE.

606. Loading Facilities

- A. No loading facilities are required.
- B. Where loading facilities are provided, they shall be located to the rear and/or ALLEY side of buildings.

Part 7. Building Functions

701. General Provisions

A. Permitted Uses

Permitted uses by BUILDING FORM STANDARD Frontage are shown in *Section 702* with additional regulations, as applicable. The categories in the use table are further listed and detailed in *Section 703 and 704*.

B. Use Determination

1. The Director is responsible for categorizing all uses, and applying the uses set forth in *Section 702, Use Table*. If a proposed use is not listed in a use category, but can be said to be reasonably similar in impact on the CC Form District to a listed use, the Director shall treat the proposed use as a use under that category. If a proposed use is not listed in a use category, and is fundamentally different from any other listed use, the use shall be prohibited. Also, the Director may make such decisions pursuant to *Section 104, Other Applicable Regulations, Subpart (B)*.
2. Uses Not Specifically Listed: When determining whether a proposed use is similar to a use listed in *Section 703*, the Director shall consider the following criteria:
 - a. The actual or projected characteristics of the proposed activity in relationship to the stated characteristics of each use.
 - b. Types of vehicles used and their parking and/or loading requirements.
 - c. The likely impact on surrounding properties.
 - d. The intent of the CC Form District.

C. Temporary Uses and Structures

Temporary structures such as shipping containers and other modular structures may be permitted to provide new business incubator space by housing retail and restaurant uses in the Urban General and Urban Storefront frontages for up to 24 months, with an optional annual renewal thereafter dependent on their performance and upkeep. Such temporary structures are not required to meet the Building Form Standards, but other performance standards may apply.

702. Use Table

The use table identifies the uses allowed in the respective BFS Frontages by STORY.

USE CATEGORY		Urban General		Urban Storefront		Urban Residential		Detached	Additional Regulations
		Ground Story	Upper Story	Ground Story	Upper Story	Ground Story	Upper Story	All Stories	
RESIDENTIAL	Household Living	✓	✓	✓	✓	✓	✓	✓	Sec. 704.B.1-2; 704.H, J , K
	Group Living		✓		✓	✓	✓	✓	
COMMERCE	Office	✓	✓	✓	✓	✓			Sec. 704.D.1-2
	Overnight Lodging	✓	✓	✓	✓	✓	✓	✓	Sec. 704.E.1-3
	Recreation/Entertainment	✓	✓	✓	✓				Sec. 704.F.1-5
	Vehicle Sales	✓	✓		✓				Sec. 704.F.2, 6
	Passenger Terminal	✓							
	Child Care Center	✓	✓	✓	✓				See Part 9. Definitions
	Family Day Care Home	✓	✓	✓	✓	✓	✓	✓	See Part 9. Definitions
	Retail Sales & Service	✓	✓	✓	✓	✓			Sec. 704.F.2, 6, 7
	Restaurant/Bar/Lounge/Tavern	✓	✓	✓	✓				Sec. 704.F.1-5
	Art Studio/Artisinal Manufacturing	✓	✓	✓	✓	✓			Sec. 704.F.7
	Research & Development	✓	✓		✓				
	Self-service storage		✓		✓				
	Auto Repair	✓							Sec. 704.G.
CIVIC	See Part 8 2 . Definitions	✓		✓		✓		✓	Sec. 704.C.

Key: ✓= Permitted Blank Cell = Not Permitted

Note: All nonresidential uses permitted in the Urban Residential BFS shall only be permitted where identified on the Regulating Plan.

703. Use Categories

A. Residential Uses

Residential Uses are allowed as set forth in *Part 9. Definitions: USES, RESIDENTIAL*, and shall be sub-categorized as follows per the Use Chart:

1. **Household Living**
2. **Group Living**

B. Commerce Uses

1. **Use Classification.** The COMMERCE USES permitted in each BFS have been classified by the sub-categories represented on the Use Table. As set forth therein, each sub-category's included specific uses, as each use is determined by the Planning Director as set forth in *Section 701*, are subject to the particular DEVELOPMENT and performance standards set forth in the Use Table and those additional standards set forth in *Part 7. Section 704. Development and Performance Standards*, if any.
2. **Permitted Uses.** Generally, any use categorized and sub-categorized on the Use Chart, and as thereafter amended, are permitted where a representative sub-category is shown, and subject to the Planning Director's determination as set forth in *Section 701*.
3. **RETAIL SALES AND SERVICES.** Any use permitted pursuant to (B)(2), except that:
 - a. Automobile surface parking lots are only permitted behind the PARKING SETBACK LINE
 - b. Outdoor athletic courts are only permitted as part of an adjacent fitness center
4. **Additional Uses, if not otherwise permitted.** In addition to those uses permitted pursuant to the Use Chart and (B)(2) above, the following are permitted as COMMERCE USES, subject to the Planning Director's determination as set forth in *Section 701*:
 - a. Hotels and Lodging
 - b. Auditoriums and arenas
 - c. Conference facilities and convention centers
 - d. Communication antennas mounted on existing structures
 - e. BAR, Lounge or Tavern and Live Entertainment subject to the requirements of *Section 704.F*.

C. Civic Uses

1. **Permitted Uses.** Permitted CIVIC USES are determined according to the definition set forth in *Part 9. Definitions: CIVIC USE*.
2. **Additional Uses.** The following uses are expressly allowed as set forth in *Part 9. Definitions: CIVIC USE* or expressly as set forth herein:
 - a. College, community college, university
 - b. Museum, library, auditorium, arena
 - c. Places of worship including church, mosque, synagogue, temple
 - d. Police, fire, EMS station, substation
 - e. Public or private (K-12) school

- f. Neighborhood arts center, Community Center or similar community facility (public)
- g. Farmers Market

704. Development and Performance Standards

A. General

1. All permitted uses shall meet the *Section 402. General Provisions* and those standards specified in the applicable individual BUILDING FORM STANDARD pages.
2. No CIVIC, COMMERCE OR WORKSHOP use is permitted above a RESIDENTIAL use, except for rooftop restaurants where specifically designated in the Urban Storefront Frontage.
3. No drive-through services are permitted.
4. No smoke, radiation, vibration or concussion, heat or glare shall be produced that is perceptible outside a building, and no dust, fly ash or gas that is toxic, caustic or obviously injurious to humans or property shall be produced.
5. Communication antennas may be installed on any existing structure (such as a building, utility pole, water tower, etc., but excluding single-family residences and accessory uses) 3 STORIES in height or greater but no less than 45 feet provided that the additional antennas shall add no more than 20 feet to the height of said existing structure. Communication antennas which are architecturally compatible to the building architecture may locate on non-residential buildings less than 3 STORIES or 45 feet in height, subject to receiving a Certificate of Compliance. Associated equipment will be subject to final DEVELOPMENT plan approval. Associated equipment may be permitted on the roof so long as it is screened from view.

B. Residential

1. See the Urban General BFS for configuration requirements for GROUND STORY RESIDENTIAL uses.
2. A lobby serving an upper STORY RESIDENTIAL use is permitted on the GROUND STORY of an Urban Storefront BFS site.

C. Civic

Buildings that house CIVIC USES designated on the REGULATING PLAN are not subject to *Part 4. Building Form Standards* except for *Section 402.D. Neighborhood Manners*.

D. Office

1. Office uses are not permitted within the required minimum depth for the STOREFRONT space in an Urban Storefront site.
2. Office uses are permitted within the GROUND STORY of designated LIVE-WORK Urban Residential BFS Frontage units.

E. Overnight Lodging

1. GROUND STORY guest rooms shall meet the configuration standards for GROUND STORY residential uses as specified in the Urban General BFS.
2. A lobby serving an upper STORY overnight lodging use is permitted on the GROUND STORY of any Urban Storefront BFS site.
3. For the Urban Residential BFS Frontage, only BED AND BREAKFAST types are permitted.

F. Restaurant/Bar, Retail Sales

1. Outdoor eating areas for eating/drinking establishments shall be allowed on the public sidewalk in Urban General and/or Urban Storefront Frontages, subject to:
 - a. the provision of a minimum clear width of five (5) feet within the CLEAR WALKWAY area; and
 - b. subject to the issuance of applicable permits.
2. A restaurant or RETAIL use is permitted in the second STORY of an Urban Storefront or Urban General site provided it is an extension equal to or less than the area of the same GROUND STORY use.
3. An eating/drinking establishment is permitted on the rooftop of an Urban Storefront site.
4. The sale and consumption of alcoholic beverages shall be subject to all existing permitting provisions, as applicable.
5. Live entertainment and BAR/lounge/tavern are required to obtain a Special Use Permit if the walls of the facility are within 100 feet of a solely residential BFS within the CC Form District or a residential zoned property which is not included in the CC Form District.
6. No merchandise (including motorcycles, scooters, and automobiles) may be left within the STREET-SPACE when the business is not open.
7. Only merchandise or a commodity manufactured on premise may be sold in the GROUND STORY of a LIVE-WORK unit.

G. Auto Repair

Auto repair services may be permitted, subject to the following:

1. The property shall be at least 100 feet from any solely residential lot;
2. The use shall not include the display and rental of cargo trailers, trucks, or similar uses;
3. The storage or junking of wrecked motor vehicles (whether capable of movement or not) is prohibited;
4. Discarded parts resulting from any work shall be removed promptly from the premises. Automotive replacement parts and accessories shall be stored inside the main structure;
5. Upon the abandonment of the auto repair service, the use shall terminate and all structures exclusively used in the business (including underground storage tanks), except buildings, shall be removed by the

owner of the property. For the purpose of this Subsection, the term “abandonment” shall mean non-operation as an auto repair for a period of 14 months after the retail services cease.

H. Crematoriums

CREMATORIUMS are required to obtain a Special Use Permit and are subject to the following:

- a. CREMATORIUMS will be located a minimum of 400 feet from any solely residential BFS or residential zoning district and 100 feet from all other zoning districts measured from the closest point of the building to the nearest residential district.
- b. Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times.
- c. All storage shall be inside.
- d. Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.
- e. Crematoriums shall have direct vehicle access to an arterial street.

I. Adult Entertainment Uses

Adult Entertainment Uses are required to obtain a Special Use Permit and are subject to the following:

- a. No such zoning shall be granted for any proposed location which is within a one thousand foot (1000') radius of any other Adult Entertainment Use.
- b. No Adult Entertainment Use shall be allowed to locate within a five hundred foot (500') radius of any church, public or private school (type which offers a compulsory education curriculum) or public or private park. Nor shall any Adult Entertainment Uses be allowed to locate within five hundred feet of any solely residential BFS or residential zoning district.
- c. All distances required to be met pursuant to the terms of this section shall begin at the property line of the proposed use and are measured to the nearest property line of the public or private lot, school, park, church, residentially zoned lot, or adult entertainment use within the proscribed distance, if any.

J. Special Use for Dwelling Units with Four or More Bedrooms

In any BFS where residential use is permitted, DWELLING UNIT(s) may contain four or more BEDROOMS upon approval of a Special Use Permit as follows:

1. This provision is applicable to new construction, including demolition and reconstruction, or an addition/alteration to existing construction adding at least one BEDROOM where the resulting structure is to contain four or more BEDROOMS in a residential DWELLING UNIT(s);
2. This provision is not applicable to structures with four (4) or more BEDROOMS existing on or before the date O-1920-3 was enacted;

3. Where an existing structure already has four (4) or more BEDROOMS existing on or before the date O-1920-3 was enacted, but voluntarily seeks and is denied a Special Use Permit, denial alone will not render *Section 704 (J)* applicable unless an addition/alteration adding at least one more BEDROOM occurs per subpart (1) above.

K. Special Use Procedure

1. An Applicant seeking a Special Use Permit pursuant to *Section 704* shall follow, and is subject to, those procedures and regulations set forth in the Norman Zoning Ordinance regarding Special Uses, currently found at ~~22-434.1~~[36-560](#) and as thereafter amended, except that:
 - a. The Planning Director may also require applicant submit information in addition to that required by the Zoning Ordinance where the Planning Director feels that said additional information is necessary to address particular aspects of the subject property's character, or to assist in evaluating and determining a project's adherence to the goals of this Code; and
 - b. The Planning Commission and the City Council may also, in addition to those items identified in the Zoning Ordinance regarding Special Uses, take into account the underlying purposes and goals of the Center City Vision and this Code, in setting conditions (including occupancy conditions) recommending or approving any Special Use Permit application.
2. Any violation of a Special Use Permit constitutes a violation of the Norman City Code, as embodied in both the Norman Zoning Ordinance and this Code.

Part 8. Site Development Requirements

801. Intent

- A. This part applies to the Urban Residential BFS and Detached Frontage BFS that are newly DEVELOPED or REDEVELOPED pursuant to the CCFBC. Impervious surface controls are necessary to balance the DEVELOPMENT and stormwater needs in the CCFBC area, in addition to anticipated infrastructure improvements.

802. Site Grading Plan

- A. All site work and material storage must be completed within the property boundary. Any activities required in the public right of way or alley must be approved through application for a right of way permit through Public Works Engineering (405-366-5457) prior to commencing work. This includes the removal or construction of sidewalks, drives or alleys. Sidewalk removals must have a set plan for immediate replacement for public use.
- B. A site grading plan must be submitted containing the following information at a minimum:
1. Lot/building layout with dimensions;
 2. Existing and proposed impervious areas with dimensions and percentages;
 3. Existing and proposed ground contours and elevations;
 4. Proposed finished floor elevation of all structures using 1 foot or less contour intervals;
 5. Drainage patterns indicated by flow arrows and locations where stormwater leaves the site;
 6. Proposed drainage areas; and
 7. Location of downspouts.
 8. Explanation of how each drainage area will be collected by public stormwater infrastructure. Public stormwater infrastructure can include the public street or a stormwater inlet located within a public easement or right of way.

803. Drainage Calculations

- A. Drainage calculations prepared by an Oklahoma licenced professional engineer per Section 5000 of the Engineering Design Criteria for the site must be provided including the following information at a minimum:
1. Calculations must apply and satisfy methodology set forth in Section 5000 of the Engineering Design Criteria.
 2. Existing or historic runoff rate for each drainage area. If historic aerial photos indicate that structures or impervious areas had been demolished these areas can be used in the calculation of the historic runoff rate;

3. Permissible runoff rate based on time of concentration (t_c) for each drainage area shall be determined as follows:
 - a. In no case shall t_c of less than 5 minutes be allowed.
 - b. For sites less than or equal to 10,500 square feet a t_c of five minutes can be assumed.
 - c. Or larger areas of REDEVELOPMENT t_c shall be calculated using the Section 5000 of the Engineering Design Criteria (EDC 5000).
- B. Each lot shall be drained to an abutting STREET OR ALLEY, and downspouts shall not be directed in such a manner as to adversely impact adjacent properties.
- C. For REDEVELOPMENT where impervious cover is increasing to 65%, the difference in the runoff between existing and post-DEVELOPMENT must be accounted for through site engineering and/or engineering solutions as described in ~~EDC 5000, the City of Wichita/Sedgwick County Stormwater Manual as adopted by City Council June 28, 2011, in Ordinance Number O-1011-52 Water Quality Protection Zone (Stormwater Manual) or the current adopted City of Norman green stormwater infrastructure (GSI) manual. Sections 5000 and/or 7000 of the Engineering Design Criteria (EDC 5000 and/or 7000).~~

804. Impervious Area

- A. Impervious coverage shall not exceed 65% unless incentive requirements as discussed in Section 805 below are satisfied.

805. Impervious Coverage Incentive

- A. In order to exceed the maximum impervious coverage of 65% of each lot/parcel, all of the above conditions as well as the following conditions must be satisfied:
 1. Total impervious coverage may not, in any case, exceed of 85%.
 2. Owner/Applicant must submit a site grading plan and drainage calculations indicating no adverse affect per EDC 5000, to the side, adjacent, or down gradient properties will occur at proposed impervious area coverage.
 3. Owner/Applicant must utilize low impact development (LID), engineered solutions, Green Stormwater Infrastructure (GI), Best Management Practices or other stormwater device or devices to capture the first 1.0 inch of rainfall; and
 4. Owner/Applicant must submit an operations and maintenance manual for all engineered solutions. This manual must be filed at the Cleveland County Courthouse prior to occupancy being granted and a copy of the filed manual provided to Public Works Engineering. Deeded easements are required for any installed stormwater devices.
 5. The owner of record will inspect all engineered solutions annually for compliance with the operations and maintenance manual. The

inspection report must be submitted to the Public Works Engineering prior to June 30 each year.

- B. ~~The Stormwater Manual~~ [EDC 7000](#) may be used to determine appropriate engineering solutions to meet the requirements of this section, with example requirements as follows:
1. Overland Flow Vegetated Filtration Areas (~~Vol 2 Pages 2-8 of Wichita Manual~~ [EDC 7000](#))
 2. Maximum contributing flow path length <75 foot
 3. Downspouts located at least 10 feet away from nearest impervious surface.
- C. Disconnected impervious areas shall drain continuously overland as sheet flow through a broad grassed area or vegetated filter strip to the property line or street.
- D. Further guidance for DEVELOPMENT in the CCFBC area may also be provided, in ~~an administratively developed manual~~ [EDC 7000](#) for approved LID Techniques and Engineered Solutions to guide impervious surface areas increases to as much as 85% (~~City Manual~~). ~~The City Manual~~ [EDC 7000](#) will provide proposed designs for engineered solutions that may be utilized for a site. Possible engineering solutions include:
1. Small detention ponds
 2. Underground detention ponds (if grades allow)
 3. Pervious pavers (if soil types allow)
 4. Enhanced dry swales and grass channels
 5. Infiltration and soakage trenches
 6. Filter Strips
 7. Bioretention Areas
 8. Rain Barrels/Storage Tanks (storage tanks must be screened to adhere to the architectural and landscape standards contained in the CCFBC)
 9. Tree wells

Part 9. Definitions

The following terms are defined for the purpose of the Center City Form-Based Code.

Accessory Unit. A building or addition for living purposes (maximum footprint of 650 square feet—or the footprint of the main structure for ENGLISH BASEMENT type ACCESSORY UNITS) that is not the primary structure or principal DWELLING UNIT on a lot, that can be used as additional residential or home occupation space.

Adult Amusement or Entertainment. Amusement or entertainment which is distinguished or characterized by an emphasis on acts or material depicting, describing or relating to SEXUAL CONDUCT or SPECIFIED ANATOMICAL AREAS, including but not limited to topless or bottomless dancers, exotic dancers, strippers, male or female impersonators or similar entertainment. This includes ADULT BOOKSTORES, ADULT MINI MOTION PICTURE THEATERS, ADULT MOTELS, ADULT MOTION PICTURE ARCADES, ADULT MOTION PICTURE THEATERS, MASSAGE PARLORS, and ADULT SEXUAL ENCOUNTER CENTERS.

Adult Bookstore. An establishment having as a significant portion of its stock in trade books, film, magazines and other periodicals which are distinguished or characterized by an emphasis on depicting or describing SEXUAL CONDUCT or SPECIFIED ANATOMICAL AREAS.

Adult Mini Motion Picture Theater. An enclosed building with a capacity of less than 50 persons used for presenting material distinguished or characterized by an emphasis on depicting or describing SEXUAL CONDUCT or SPECIFIED ANATOMICAL AREAS.

Adult Motel. A motel wherein material is presented, as part of the motel services, via closed circuit t.v. or otherwise, which is distinguished or characterized by an emphasis on depicting or describing SEXUAL CONDUCT or SPECIFIED ANATOMICAL AREAS.

Adult Motion Picture Arcade. Any place at which slug-operated or electronically, electrically or mechanically controlled, still or motion picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis on depicting or describing “Sexual Conduct” or “Specified Anatomical Areas.”

Adult Motion Picture Theater. An enclosed building with a capacity of 50 or more persons used for presenting material distinguished or characterized by an emphasis on depicting or describing SEXUAL CONDUCT or SPECIFIED ANATOMICAL AREAS.

Alley/Alley Access Easement. The public right-of-way or easement for vehicles and pedestrians within a BLOCK that provides access to the rear or side of properties, vehicle parking (e.g., garages), utility meters, recycling containers, and garbage bins.

Attached Structures. A set of two or more structures connected by a common wall which separates climate-controlled rooms in all attached structures.

Attic Story. Habitable space situated within the structure of a pitched roof and above the uppermost STORY. They are permitted for all BFS sites and do not count against the maximum STORY height or ultimate height limits of their BFS.

Awning. A roof-like covering, projecting from a building FACADE, usually of canvas, metal, or similar material and often adjustable, placed over the sidewalk, windows, or doors to provide protection from sun and rain.

Balcony. An exterior platform attached to the upper floors of the building FACADE (along any STREET FRONTAGE, forward of the REQUIRED BUILDING LINE). *Note that other balcony-type structures oriented toward the lot interior are not regulated by the Center City FBC, but may be regulated by other building or fire code requirements.*

Bar/lounge/tavern. An establishment whose primary activity, measured by dollar volume of sales, involves the sale and the on-premise consumption of intoxicating or non-intoxicating beer, mixed beverages, wine, or other liquor, and where food service, if any, is a secondary activity.

Bay Window. Generally, a U-shaped enclosure extending the interior space of the building outward of the FACADE/REQUIRED BUILDING LINE (along its STREET-SPACE side).

Bed & Breakfast. A use in which the owner operator provides lodging which included meal service to transient guests for compensation. The use is subordinate to the principal use and appearance of the structure as a residence.

Bedroom. Any habitable room or space no less than 70 square feet and no greater than 144 square feet in floor area in a DWELLING UNIT which:

- a. may be segregated by any means of closure or is otherwise capable of being used for sleeping quarters; and
- b. has more than one means of egress (doorway or window); and
- c. is not a kitchen, bathroom (lavatory) or utility room;

Less and except only one room or space meeting this definition that is specifically designated and utilized as general living space (but only where a general living space is not otherwise provided in the same DWELLING UNIT).

Any room or space which meets this definition and is greater than 144 square feet in floor area shall be counted as two bedrooms. Every additional 144 square feet of floor area shall be counted as an additional bedroom.

Block. An increment of land comprised of lots, ALLEYS and tracts circumscribed and not traversed by streets (PEDESTRIAN PATHWAYS excepted). BLOCKS shall be measured at the REQUIRED BUILDING LINE (RBL).

Block Corner. The outside corner of a BLOCK at the intersection of any two STREET-SPACES (the RBLs). Inside corners, where the resulting angle formed by the block face is less than 180 degrees (concave) are not considered BLOCK CORNERS for the purposes of this Code.

Block Face. The REQUIRED BUILDING LINE frontage between BLOCK CORNERS.

Buildable Area. The area of the lot that building(s) may occupy, which includes the area of the lot behind the REQUIRED BUILDING LINE as designated by the BUILDING FORM STANDARD. The BUILDABLE AREA sets the limits of the building footprint now and in the future—any additions shall be within the specified BUILDABLE AREA.

Building Corner. The outside corner of a building where the primary building mass is within an angle less than 180 degrees. Inside corners, where the exterior space of the building mass forms an angle of more than 180 degrees are not considered BUILDING CORNERS for the purposes of this Code.

Building Form Standards (BFS). The part of this Code that establishes basic parameters regulating building form, including the envelope (in three dimensions), placement and certain permitted/required building elements, such as SHOPFRONTS, BALCONIES, and STREET WALLS. The BUILDING FORM STANDARDS establish both the boundaries within which things may be done and specific things that must be done. The applicable BUILDING FORM STANDARD(s) for a site is determined by its STREET FRONTAGE as per the REGULATING PLAN. This produces a coherent STREET-SPACE and allows the building owner greater freedom behind the FAÇADE.

Building Face. See FAÇADE.

Child Care Center. Any place, home or institution which receives more than seven children under 18 years of age, who are not of common parentage, for care apart from their parents, legal guardians or custodians, when such care is received for regular periods of time for compensation; provided, however, this definition shall not include those public and private schools organized, operated or approved under the laws of Oklahoma and regulated by the State Department of Education, those where custody of the children has been fixed by a court of competent jurisdiction, those where children are related by blood or marriage within the third degree of the custodial person, or to those public or private institutions caring for children while the parents, legal guardians or custodians are attending services, meetings, classes, or otherwise engaging in that institution's activities, to the extent such care and custody does not exceed four hours at any one time.

Civic Green or Square. A public open space designated on the REGULATING PLAN. The term *square* is generally used to describe spaces that have more paved surface area. The term *civic green* is generally used to describe a formally configured small public lawn or park that is primarily unpaved. CIVIC GREENS and SQUARES do not include active recreation structures such as ballfields and courts. See *Part 5. Urban Space Standards* for the specific controls on SQUARES and CIVIC GREENS.

Civic Use Buildings. Those buildings that house strictly CIVIC USES or historically and urbanistically significant structures designated on the REGULATING PLAN. CIVIC USE BUILDINGS and publicly-owned public art are not subject to the BUILDING FORM STANDARD prescriptions of this Code. See also USE, CIVIC.

Clear Height. Within a structure, the distance between the floor and ceiling. For entrances and other external building features, the unobstructed distance from the ground to the bottom of the lowest element above.

Clear Walkway. The portion of the sidewalk within a STREET-SPACE that shall remain clear of obstructions and allow public passage. The CLEAR WALKWAY width is specified in the *Street Type Specifications*.

Clearly Visible from the Street-Space. Many requirements of this Code apply only where the subject is “CLEARLY VISIBLE FROM THE STREET-SPACE.” (Note that the definition of STREET-SPACE includes SQUARES, CIVIC GREENS, PEDESTRIAN PATHWAYS, parks, and all public space except ALLEYS.) A building element more than 30 feet from a REQUIRED BUILDING LINE OF STREET-SPACE is by definition not CLEARLY VISIBLE FROM THE STREET-SPACE (such as elements facing a COMMON LOT LINE). Also, common or party walls are by definition *not* CLEARLY VISIBLE FROM THE STREET-SPACE. This does not exempt vehicle parking lots or parking structures from any BUILDING FORM STANDARD requirements.

Commerce. See USE, COMMERCE.

Common Lot Lines. Lot lines shared by adjacent private lots.

Comparative Pedestrian Crossing. The measured distance, shown on the Street Type Specifications, that a pedestrian would be within an automobile travel lane (or turning movement) while crossing a street. A crossing time is calculated based on a pedestrian speed of 3.7 feet per second (a generally accepted urban average). This distance/time is calculated in order to provide a relative gauge of the comfort level for pedestrians crossing the street.

Complete and Discrete Facade Composition. The FACADE articulation that breaks down the apparent scale of a large building into smaller apparent pieces. The intent of such a FACADE COMPOSITION is to provide ‘human scale’ for the STREET-SPACE. The objective requirements of the COMPLETE AND DISCRETE FACADE COMPOSITION section of the BUILDING FORM STANDARDS regulate and ensure such scalar break-down.

Corner Lot. A lot in which one side lot line is adjacent to a street or STREET-SPACE. Special building placement, fencing and landscape requirements may apply.

Covered Sidewalk. A roofed or built structure attached to the FAÇADE and extending beyond the REQUIRED BUILDING LINE and over the sidewalk or SQUARE, open to the STREET-SPACE except for supporting columns, piers, or arches. (See BUILDING FORM STANDARDS for complete specifications.)

Crematorium. A facility for the incineration of corpses, human or animal, to ashes. Crematorium does not include any establishment where incinerators are used to dispose of toxic, hazardous, infectious, or narcotic materials.

Detached Frontage Building. Building form and functions resulting from/as determined by the Detached BUILDING FORM STANDARD as indicated on the REGULATING PLAN.

Developing or Development. As used in the CCFBC, these terms refer to construction or commencement of a use upon property(ies) where a NON-CONFORMING USE or NON-CONFORMING STRUCTURE did not previously exist.

Dooryard. The area within the STREET-SPACE between the FAÇADE of the building (generally the REQUIRED BUILDING LINE) and the CLEAR WALKWAY area of the sidewalk. The DOORYARD area is designated in the Street Type Specifications.

Dormers. Roofed ancillary structures with windows providing light and air to habitable space within the roof.

Dwelling Unit. A room or space or a suite of rooms or spaces used or intended to be used as an apartment and supporting general living conditions usually including a single cooking and dining space, single general living space, BEDROOM(s), bathroom(s) and utility room.

Eave Height. EAVE HEIGHT shall be measured at the bottom of the top layer of roofing material at its outermost point from the building wall.

English Basement. A habitable floor level below the first floor that is partially above and below grade, with direct STREET-SPACE access.

Façade (Building Face). The building elevation facing the STREET-SPACE OR REQUIRED BUILDING LINE. Building walls facing private interior courts, COMMON LOT LINES, ALLEYS, and COMMON DRIVES are not FAÇADES.

Façade Composition. The arrangement and proportion of materials and building elements (windows, doors, columns, pilasters, bays, etc.) on a given FAÇADE.

Family Day Care Home. A structure used as a residence in which the resident receives seven or fewer children under the age of 18 years (including the caregiver's own resident preschool children under the age of five) for part-time care apart from their parents, legal guardians or custodians, when such care is received for regular periods of time for compensation.

Fenestration. Openings in the building wall, including windows and doors, allowing light and views between interior (private realm) and exterior (public realm).

First Floor. See GROUND STORY.

Front Porch. The ground floor platform attached to the FAÇADE OR REQUIRED BUILDING LINE side of the main building.

Front Yard. An open (unpaved) space required by certain BUILDING FORM STANDARDS extending across the entire width of the lot between the FAÇADE and the CLEAR WALKWAY. This area is contiguous with the STREET-SPACE, and includes any FRONT PORCH.

Front Yard Fence. The wood (picket), wrought iron fence, or masonry wall located along and surrounding the FRONT YARD. (For placement, height and gate specifications, see the BUILDING FORM STANDARDS.)

Garden Wall. A masonry wall defining a property line or delineating a private area. (For placement, height and gate specifications, see the BUILDING FORM STANDARDS.) A GARDEN WALL may serve as a FRONT YARD FENCE.

General Living Space. The single room in a DWELLING UNIT designated or utilized for common social activities of the occupants.

Ground Story. The first habitable level of a building at or above grade. The next STORY above the GROUND STORY is the second floor or STORY.

Habitable Space. A space in a building for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls or utility spaces are not considered habitable spaces.

Legacy Zoning District. A parcel's previous base zoning district existing immediately prior to the adoption of the CCFBC in July of 2017.

Liner Shops. Small shops (which can be as shallow as 15 to 20 feet) along the REQUIRED BUILDING LINE of a larger structure, with doors opening directly to the sidewalk. These small retail spaces break down the scale of large building FACADES. (Liner shops may or may not connect to the larger interior space.)

Live-Work. Where designated on the REGULATING PLAN, a townhouse is permitted to contain COMMERCE uses where it has its GROUND STORY configured as a SHOPFRONT.

Massage Parlor. Any place where for any form of consideration or gratuity, massage, alcohol rub, administration of fomentations, electric or magnetic treatments, or any other treatment or manipulation of the human body occurs as part of or in connection with SEXUAL CONDUCT or where any person providing such treatment, manipulation or service related thereto exposes SPECIFIED ANATOMICAL AREAS.

Mezzanine. An intermediate level between the GROUND STORY and the second STORY. It may be in the form of a platform, podium, or wide balcony. Its uses shall be limited to a continuation of the GROUND STORY uses.

Non-Conforming Structure. Any structure lawfully in compliance with its LEGACY ZONING DISTRICT at the time of CCFBC's adoption in July of 2017.

Non-Conforming Use. Any lawful use of land, building or structure existing on a subject property(ies) at the time of adoption of the CCFBC in July of 2017, which does not conform with the applicable use regulations of the CCFBC.

Open Area. See PRIVATE OPEN AREA.

Parapet Height. Where used to limit building height in this Code, PARAPET HEIGHT shall be measured at the top of the parapet, including any coping. An additional three feet in height by 12 feet in width or 15 percent of the FAÇADE, whichever is greater, is permitted for a section of the parapet to emphasize the building's primary street entry or a BLOCK CORNER.

Parking Setback Line. A line or plane indicated on the REGULATING PLAN which extends vertically up from the GROUND STORY floor level (unless otherwise noted on the REGULATING PLAN or BFS) and is generally parallel to the REQUIRED BUILDING LINE. The PARKING SETBACK LINE is a permissive minimum distance from the REQUIRED BUILDING LINE and parking may be placed anywhere within the lot behind this line, except where otherwise specified in this Code.

Pedestrian Pathway. An interconnecting paved way providing pedestrian and bicycle passage through BLOCKS running from a STREET-SPACE to another STREET-SPACE, an ALLEY or an interior block parking area. The area within a PEDESTRIAN PATHWAY shall be a public access easement or public right-of-way.

Plaza. See SQUARE.

Privacy Fence. An opaque fence made of wood or masonry (not chain link or any other type of rolled fence) along ALLEYS, COMMON DRIVES, COMMON LOT LINES and PEDESTRIAN PATHWAYS. See the BUILDING FORM STANDARDS for any height and placement specifications.

Private Open Area. An occupiable area within the BUILDABLE AREA and generally behind the PARKING SETBACK LINE, accessible only to occupants of the particular building or site, and (primarily) open to the sky. Additional specifications for the PRIVATE OPEN AREA may be included in each BUILDING FORM STANDARD. Private open area shall not be built-upon, used to satisfy minimum stormwater Best Management Practice area (if thereby excluding active tenant use), parked or driven upon (except for emergency access).

Redeveloping or Redevelopment. As used in the CCFBC, these terms refer to circumstances where alterations to a NON-CONFORMING USE or NON-CONFORMING STRUCTURE (pursuant to *Part 2. Section 208 Non-Conforming Structures and Uses*) result in destruction of non-conforming status and complete applicability of the CCFBC to a subject property(ies).

Regulating Plan. The implementing site plan for the DEVELOPMENT of the Center City Form District under this Code. REGULATING PLANS allocate the BUILDING FORM STANDARDS and street types and provide specific information for the disposition of each building site. The REGULATING PLAN also shows how each site relates to adjacent STREET-SPACES, the overall district, and the surrounding neighborhoods.

Required Building Line (RBL). A line or plane indicated on the REGULATING PLAN, defining the STREET FRONTAGE which extends vertically and generally parallel to the street, at which the building FACADE shall be placed. This is a requirement, not a permissive minimum. The minimum length and height of FAÇADE that is required at the RBL is shown on the appropriate BUILDING FORM STANDARD.

Sexual Conduct. The fondling or other touching of human genitals, pubic region, buttocks, or female breasts; ultimate sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, sodomy; masturbation, and; excretory functions as part of or in connection with any of the activities set forth above.

Sexual Encounter Center. Any building or structure which contains, or is used for commercial entertainment where the patron directly or indirectly is charged a fee to engage in personal contact with or to allow personal contact by, employees, devices or equipment or by personnel provided by the establishment which appeals to the prurient interest of the patron, to include, but not to be limited to bath houses, massage parlors, and related or similar activities.

Short Term Rental. The rental of an entire dwelling, or any portion thereof, for a period of not more than thirty (30) days, where the owner is engaged in a contract for the rental of that specific dwelling, or any portion thereof. An annual Short-Term Rental license may be issued to eligible Applicants by the City Clerk. A Short-Term Rental license is a privilege, not a right, and may be denied, suspended, revoked or not renewed.

Sidewing. The portion of a building extending along a COMMON LOT LINE toward the ALLEY or rear of the lot.

Specified Anatomical Areas. Human genitals, pubic region, buttocks, and female breast below a point immediately above the top of the areola and human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Square. See CIVIC GREEN.

Stoop. An entry platform on the FAÇADE of a building. (See the BUILDING FORM STANDARDS for specifications.)

Shopfront (Storefront). That portion of the GROUND STORY FAÇADE FENESTRATION intended for marketing or merchandising of COMMERCE uses and allowing visibility between the sidewalk and the interior space.

Story (Story Height). That space within a building and above grade that is situated between one floor level and the floor level next above, or if there is no floor above, the ceiling or roof above. STORY HEIGHT parameters are as specified by the appropriate BUILDING FORM STANDARD.

Street Frontage. That portion of the lot or building that is coincident with the REQUIRED BUILDING LINE as required by this Code.

Streetlight. A luminaire installed on both sides of the STREET-SPACE, along the STREET TREE ALIGNMENT LINE or median centerline, unless otherwise designated in this code, with the design criteria in the CC Form District giving equal weight to the lighting of the pedestrian areas and the automobile areas.

Street-Space. All space between fronting REQUIRED BUILDING LINES (streets, SQUARES, PLAZAS, PEDESTRIAN PATHWAYS, CIVIC GREENS, sidewalks, parks)—including any transit service operator passenger platform—but not garage entries or ALLEYS.

Street Tree. A tree required per this code and listed in the Street Tree List located in *Part 5. Urban Space Standards* that is of a proven hardy and drought tolerant species and large enough to form a canopy with sufficient clear trunk to allow traffic to pass under unimpeded.

Street Tree Alignment Line. A line along which STREET TREES shall be planted and STREETLIGHTS and other such infrastructure are to be placed. It is generally parallel with the STREET-SPACE.

Street Wall. A masonry wall set on the REQUIRED BUILDING LINE which assists in the definition of the STREET-SPACE in the absence of a building. See the BUILDING FORM STANDARDS for height and gate specifications.

Tree Lawn (Tree Trench). A continuous strip of soil area—typically covered with grass, other vegetation, bridging pavement, or sometimes porous pavers—located between the back of curb and the CLEAR WALKWAY AREA, and used for planting STREET TREES and configured to foster healthy STREET TREE root systems. TREE LAWN dimensions are specified in the Street Type Specifications.

Urban General Frontage Building. Building form and functions resulting from/as determined by the Urban General BUILDING FORM STANDARD as indicated on the REGULATING PLAN.

Urban Residential Frontage Building. Building form and functions resulting from/ as determined by the Urban Residential BUILDING FORM STANDARD as indicated on the REGULATING PLAN.

Urban Storefront Frontage Building. Building form and functions resulting from/ as determined by the Urban Storefront BUILDING FORM STANDARD as indicated on the REGULATING PLAN.

Use, Art Studio. A place of work for an artist, artisan, or craftsperson, including persons engaged in the application, teaching, or performance of the fine arts. “Artist” shall include, but is not limited to, painters, sculptors, and photographers.

Use, Artisanal Manufacturing. An establishment or business where an artist, artisan, or craftsperson makes or fabricates crafts or products by hand or with minimal automation and may include direct sales to consumers.

Use, Auto Repair. An establishment primarily engaged in the repair or maintenance of motor vehicles, trailers, and similar large mechanical equipment, including paint, body and fender, major engine and engine part overhaul, brake, muffler, upholstery work, tire repair and change, lubrication, tune ups and transmission work, provided such work is conducted within a completely enclosed building.

Use, Civic. For the purpose of the Center City Form District, CIVIC USES include: meeting halls; libraries; schools; police and fire stations; post offices (retail operations only, no primary distribution facilities); places of worship; museums; cultural, visual and performing art centers; transit centers; government functions open for the public; and, other similar community uses. Public ownership alone does not constitute CIVIC USE.

Use, Commerce. For the purpose of the Center City Form District, COMMERCE USES shall be considered to generally encompass all of the Commerce categories and sub-categories represented on the CCFBC Use Table, and as thereafter amended, and as determined by the Planning Director pursuant to Sections 104 and 701 herein, except for any differences provided in Section 703 or Section 704 of this CCFBC; the additional uses permitted in sub-section 703(B)(4); and all of the CIVIC USES defined above, except transit centers.

Use, Office. For the purpose of the Center City Form District, OFFICES are occupations in the tertiary sector of the economy requiring special training in the arts or sciences. Some OFFICES require holding professional licenses such as architects, auditors, engineers, doctors and lawyers. Other OFFICES involve providing specialist business support to businesses of all sizes and in all sectors; this can include tax advice, supporting a company with accounting, or providing management advice.

Use, Overnight Lodging. Accommodation provided by an establishment (such as a hotel, bed and breakfast, or SHORT TERM RENTAL) where guests can sleep or spend the night.

Use, Passenger Terminal. A structure which services passengers boarding or leaving transportation vessels other than personal automobiles.

Use, Recreation/Entertainment. Recreation, amusement, or entertainment services being provided in an indoor or outdoor facility for the purpose of some leisure activity, including, but not limited to, arcades, computer arcades, escape rooms, gyms, laser tag, miniature golf, movie theaters, playgrounds or playhouses, pools, skating rinks, sports or athletic facilities, virtual reality rooms, and similar uses.

Use, Research and Development. An establishment or complex of structures located in a building whose dimensions are intended to foster physical, chemical and biological research and/or experimentation involving but not limited to controlled simulation of factors, development of prototypes, chemicals, commodities, pharmaceuticals, information technology, electronics and instrumentation for academic and industrial purposes.

Use, Residential. For the purpose of the Center City Form District, RESIDENTIAL USES shall be considered to encompass all of the Residential categories and sub-categories represented on the CCFBC Use Chart, and as thereafter amended, and as determined by the Planning Director pursuant to Sections 104 and 701 herein.

Use, Retail. For the purpose of the Center City Form District, RETAIL USES include the following:

Retail Service. Establishments providing services, as opposed to products, to the general public, including restaurants, hotels and motels, finance, real estate and insurance, travel agencies, health and educational services, and galleries; as well as personal services as defined in the City of Norman Zoning Ordinance.

Retail Sales. Establishments wherein the primary use is the sale of merchandise for use or consumption by the immediate purchaser.

Use, Self-Storage. A retail service establishment providing off site storage space to residents and businesses, offering convenience storage and limited warehousing services primarily for personal effects and household goods within enclosed structures having individual access, but excluding use as workshops, hobby shops, manufacturing or commercial activity.

Use, Vehicle Sales. Establishments where the primary activity taking place is the buying and selling of new or used vehicles.

Appendix A

A. Process

Upon adoption, the Center City Form Based Code (CCFBC) will be the Zoning District for all parcels within the identified Center City area except for the commercial area of Campus Corner as marked on the Center City Visioning Map and REGULATING PLAN, found in *Part 3. Section 302*. The exclusion of the commercial area of Campus Corner may be reevaluated by City Council, with input from Campus Corner property owners and stakeholders, at such time that an adequately-sized parking structure that is open to the public is completed or an appropriate funding mechanism is approved. A property owner seeking to develop or redevelop a parcel within the CCFBC District can comply with CCFBC regulations or apply for rezoning to Center City Planned Unit Development (CCPUD).

1. A property owner and/or applicant must attend a Pre-Application Conference (as defined in *Part 2. Section 204.A.*) prior to choosing to comply with CCFBC, or to apply for voluntary participation in any Pattern Zoning program or overlay adopted for applicable CC Form District properties, or apply for rezoning to CCPUD.
2. If the CCFBC is chosen, the administrative process established in *Part 2. Administration* of the CCFBC will be used for site plan review, demolition permit and preliminary plat through the Development Review Committee after staff review. Final Plat will require City Council approval. Any parcel formerly designated as C-3 immediately prior to the adoption of the CCFBC shall not be subject to any maximum building height or parking restrictions contained within the CCFBC. Properties ~~zoned zones~~ C-2 and located on Gray Street extending from Lahoma Aveune on the West to the railroad tracks on the East shall also be exempt from ~~either~~ the minimum parking requirements of the CCFBC ~~or the C-2 parking requirements~~ when redeveloped.
3. If CCPUD is chosen, the property owner and/or DEVELOPMENT applicant is required to comply with the rezoning process outlined within *Chapter 2236, Section 571 442.1* of the City of Norman Code of Ordinances. The primary goal of the new CCPUD category is to provide flexibility (beyond that provided in *Section 206. Administrative Adjustments*) when a property owner seeks to comply with the intent and goals of the FBC but seeks relief regarding specific requirements of the FBC. Examples of DEVELOPMENT seeking relief might be, but are not limited to, construction of affordable housing, or housing that encourages aging in place, or other emerging trends in housing.
4. If voluntary participation in Pattern Zoning is chosen, the applicant must follow any procedures established therein, in conjunction with CC Form District requirements, as applicable.

B. Incentives

The following incentives will be provided to encourage property owners and/or applicants to use the CCFBC.

1. Administrative approval of DEVELOPMENTS conforming to the Center City Form Based Code.
2. Incentives identified by City Council under a properly adopted Project Plan for Tax Increment Financing.
3. Pattern Zoning program or overlay incentives that may be adopted for applicable CC Form District properties.

Appendix B

SEC. 520 CENTER CITY PLANNED UNIT DEVELOPMENT

- A. Statement of Purpose: It is the intent of this section to provide an alternative zoning district for the Center City Area as defined in the Center City Form Based Code (CCFBC). This Center City Planned Unit Development District (CCPUD) is specifically catering to the Center City Area because of the size of lots, the lack of vacant land and other distinguishing characteristics in this area that make the use of the existing PUD regulations not feasible. The CCPUD encourages DEVELOPMENTS that create the character of DEVELOPMENT envisioned in the CCFBC.

Specifically, the purposes of this section are to:

1. Provide an alternative zoning district to the CCFBC where a property owner proposes a DEVELOPMENT that does not meet the strict regulations required in the CCFBC.
 2. Provide open space/street space that is compatible with the concepts of the CCFBC.
 3. Provide comprehensive and innovative planning and design for a DEVELOPMENT which is consistent and compatible with surrounding DEVELOPMENTS.
 4. Provide more efficient and economic use of land resulting in an urban/pedestrian environment.
 5. Provide complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.
 6. Encourage DEVELOPMENTS that achieve community goals, such as, but not limited to, aging in place, or affordable housing, or other emerging trends in housing, that may not be able to meet all the required elements of the Center City Form Based Code.
- B. Uses Permitted. The CCPUD regulations are designed to provide for any mix of uses. There are no specifically prescribed uses which are permitted within the boundaries of the Center City Area in order to increase creativity and flexibility in the Center City Area when DEVELOPMENT according to the CCFBC is not feasible. The owner/applicant will be responsible for the preparation of a list of permitted uses within the specific CCPUD. The development of the list shall take into account the nature and purpose of the CCPUD area, and such uses and locations shall be appropriate in order to protect and be in harmony with surrounding DEVELOPMENT.

C. Standards of Development.

1. Ownership control. Applicants submitting an application for approval of a CCPUD must be the owner of the property. The approved CCPUD shall be binding on all subsequent owners of the land until revised as authorized in this section.
2. Minimum District Area. Any legally existing lot in the Center City Area.
3. Parking and off street loading. All uses established within a Planned Unit Development shall comply with the off street parking and loading requirements as established in *Part 6. Parking and Loading Standards* of the CCFBC. Properties currently zoned C-3 in the Center City area as of the date of approval by City council of the CCFBC shall have no parking requirements.
4. Perimeter requirements. In order to assure compatibility with surrounding DEVELOPMENT, the developer shall submit specific information as to the setbacks, building height, coverage factors and other elements necessary for all perimeter lots that are adjacent to the boundary of the CCPUD District, or adjacent to any boundary or perimeter street right of way. While no specific setback requirements are herein established, the Planning Commission and City Council shall consider the nature, extent and character of the adjacent DEVELOPMENT and shall take into consideration the types of area regulations applicable to those adjacent properties.
5. Open Space requirements. Open space is an essential ingredient in a Planned Unit Development and is one of the most basic and important design elements. A minimum amount of open space must be provided consistent with the requirements of the CCFBC. A property owners' association shall be required if arrangements for improving, operating and maintaining all such common open space areas and other communally-owned facilities have not been completed in a manner satisfactory to the City of Norman.
6. Property Owners' Associations. The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction and maintenance of common elements. All legal instruments setting forth a plan or manner of permanent care and maintenance of such common elements shall be approved by the City Attorney as to legal form and effect, and by City Council as to the suitability of the proposed use of the common elements.
7. Building Height. The height of structures on the west side of University Boulevard extending from Boyd Street to the alley north of Apache Street shall be a maximum of three stories. Properties currently zoned C-3 in the Center City area as of the date of approval by City Council of the CCFBC shall have no height requirements.
8. Central Core Area of Norman sprinkling requirements. Within the Center City Form-Based Code Area of Norman exhibited in Norman Code [36-540 22-429.7](#), and as that area is contained within the Central Core Area of Norman (see map exhibit to Norman Code [36-550 22-431.7](#)) and two-

family(duplex) structure with four or more BEDROOMS per unit is required to be sprinkled per the requirement in Section P2904 of the International Residential Code (IRC) or NFPA 13D, or as these documents are amended.

9. A theater, including one that sells alcoholic beverages in compliance with state law, may be incorporated into appropriate CCPUD's.

D. Application Procedures. The Planned Unit Development application procedure shall consist of three phases.

1. Pre-application conference. Before submitting an application for any CCPUD, the landowner, or his authorized agent, shall schedule a Pre-application conference with City Staff. The intent of this conference is to provide guidance to the applicant prior to submitting a zoning application and to identify the information necessary for filing the application. The pre-application information shall include the following:
 - a. Boundaries of the property involved;
 - b. Existing zoning of the area and zoning of adjoining properties;
 - c. Existing roadways, easements and waterways;
 - d. A site development plan at a level of detail sufficient to indicate to the City the nature and scope of the project as to its magnitude in terms of approximate number and types of DWELLING UNITS, location and extent of non residential elements, proposed locations of open space areas, and major circulation facilities; and
 - e. Proposed treatment of the perimeter of the CCPUD.
2. Zoning application. The application for the CCPUD shall consist of a simultaneous submission of a rezoning application, site development plan and subdivision plat, if applicable.

The Rezoning Application/Site Development Plan and subdivision plat, if applicable, shall include at least the following information:

- a. Proposed title of the project and name of any engineer, architect, land planner, landscape architect, or company responsible for various elements of the plan.
- b. Site development plan of the property indicating the location of different land uses, dwellings by types and numbers, and areas proposed for open space and recreational use.
- c. All setback lines for all properties shall be shown.
- d. If the project is to be developed in more than one phase, the boundaries of each proposed phase shall be clearly indicated on the development plan.
- e. Calculations shall be submitted of the total number of gross acres in the project, and the acres and percentages thereof proposed to be devoted to the different dwelling types, commercial or other non residential uses, as well as streets, parks, schools, and other reservations.

- f. Tabulation of the total number of DWELLING UNITS by various types in the project and if the project is to be developed in phases, by each phase within the project.

The CCPUD zoning application will be reviewed by Staff and their recommendation shall be forwarded to the Planning Commission for a public hearing and the public hearing shall be legally advertised as specified in Section [36-571](#) ~~422.1~~ of the Zoning Ordinance.

At the public hearing before the Planning Commission, the applicant and interested citizens will have the opportunity to discuss the merits of the CCPUD proposal. The Planning Commission will assess the proposal in light of ordinance guidelines and will take action after weighing the recommendations of the Staff, the applicant's presentation, and the community's response. The Commission shall recommend approval; recommend approval conditioned on specified modifications; or recommend disapproval of the CCPUD application.

After the CCPUD application is reviewed by the Planning Commission, it will be forwarded to the City Council for their action. The City Council may grant; deny; defer for requested changes or information; or return the application to the Planning Commission for further study. The Council may direct the Planning Commission to reconsider specific aspects of the CCPUD application.

If the City Council approves the CCPUD application, it shall be in the form of an Ordinance which shall specify all conditions and schedules necessary to insure that the proposed CCPUD is accomplished. The applicant is permitted to construct the CCPUD in more than one phase or stage of construction. In such cases, the applicant shall clearly indicate on the Site Development Plan map the boundaries of each proposed phase and any common elements to be constructed with each phase.

E. Submission requirements. As part of the application process for a CCPUD the applicant shall be required to submit the following documents and information:

1. CCPUD zoning district narrative.
 - a. A statement describing the general character of the total DEVELOPMENT and including the rationale behind the assumptions and choices represented in the application.
 - b. Quantitative data including the following information:
 - (i) Parcel size;
 - (ii) Types and numbers of permitted uses and the square footage areas of each category of use;
 - (iii) Proposed building coverage;
 - (iv) Total square footage of common open space by type.
 - c. A Site Development Plan meeting the following requirements:
 - (i) Submitted on one or more sheets not to exceed 24 inches by 36 inches, including a small scale vicinity map;

- (ii) To scale (scale indicated) and directionally oriented, such scale to be as large as possible in order to indicate as much detail as possible;
 - (iii) Lot lines;
 - (iv) Existing and proposed circulation system of all streets, including off street parking areas, service areas, loading areas, and major points of access to public rights of way (ingress and egress);
 - (v) Existing and proposed pedestrian circulation systems;
 - (vi) Proposed treatment of the perimeter of the property, including materials and techniques used such as screens, fences and walls, as well as description of uses, setbacks, and the relationship to surrounding uses;
 - (vii) General schematic landscape plan of the treatment of the area used for private and common open spaces;
 - (viii) Location and size of all areas to be conveyed, dedicated, or reserved as common open spaces, public parks, recreational areas, school sites, and similar public and semi public use;
 - (ix) Location, dimensions, nature of all existing and proposed easements and public improvements;
 - (x) Location of structures;
 - (xi) Indication of existing natural features of the property, including water courses, floodplains, unique natural features, and vegetation;
 - (xii) A legal description of the total site proposed for DEVELOPMENT;
 - (xiii) A DEVELOPMENT schedule indicating the approximate date when construction of the CCPUD, or phases of the CCPUD, can be expected to begin and be completed;
 - (xiv) A statement of the applicant's intentions with regard to the future selling or leasing of all, or portions, of the CCPUD, including land areas and DWELLING UNITS; and
 - (xv) A Preliminary Plat, if applicable, submitted in accordance with Chapter ~~30~~ 19.
2. Final Plat. If a subdivision plat is required, the following additional information shall be provided with the Final Plat:
- a. A description of the maintenance provisions of the DEVELOPMENT;
 - b. A final subdivision plat;
 - c. A survey of the property;
 - d. Any changes to the approved DEVELOPMENT schedule, including:
 - e. Starting date;
 - f. Dates when various phases are projected to be completed.
 - g. An updated site development plan;

- h. All legal instruments or covenants in a recordable form. Any such covenants shall stipulate that items of interest to the City of Norman, such as the DEVELOPMENT schedule, permitted uses, and disposition of any required open space, may not be altered by the developer or the property owners association without the specific approval of the City.
- F. Administration. Applications for any building permit within an approved CCPUD, which vary from the standards and conditions set forth in the approved CCPUD, may be approved by the Planning Director within the following guidelines:
 - 1. Does not increase the proposed floor area for non residential use by more than five percent (5%). Does not increase total number of DWELLING UNITS by more than five percent (5%) within a given phase.
 - 2. Does not increase total building coverage by more than five percent (5%).
 - 3. Does not increase building height by more than five percent (5%).
 - 4. Provides for a decrease of up to ten percent (10%) in land coverage, height, or number of DWELLING UNITS.

Appendix C

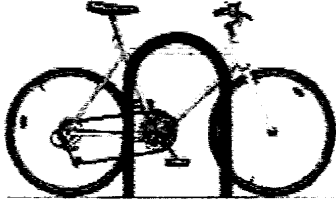
Bicycle Parking Design Guidelines

1. THE RACK ELEMENT

Definition: the rack element is the part of the bike rack that supports one bicycle.

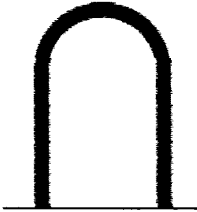
The rack element should:

- Support the bicycle upright by its frame in two places
- Prevent the wheel of the bicycle from tipping over
- Enable the frame and one or both wheels to be secured
- Support bicycles without a diamond-shaped frame with a horizontal top tube (e.g. a mixte frame)
- Allow front-in parking: a U-lock should be able to lock the front wheel and the down tube of an upright bicycle
- Allow back-in parking: a U-lock should be able to lock the rear wheel and seat tube of the bicycle

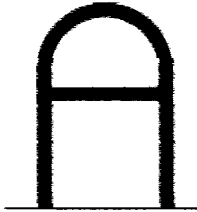


Comb, toast, school-yard, and other wheel-bending racks that provide no support for the bicycle frame are NOT recommended.

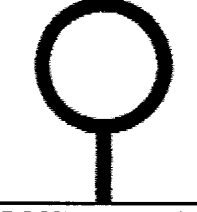
The rack element should resist being cut or detached using common hand tools, especially those that can be concealed in a backpack. Such tools include bolt cutters, pipe cutters, wrenches, and pry bars.



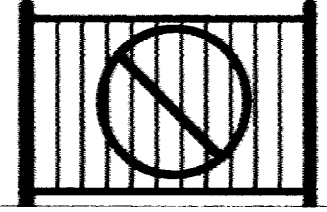
INVERTED "U"
One rack element supports two bikes.



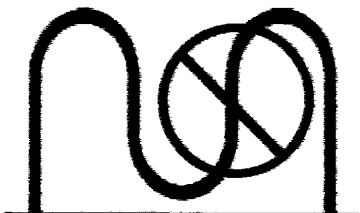
"A"
One rack element supports two bikes.



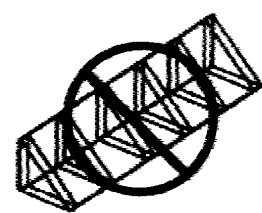
POST AND LOOP
One rack element supports two bikes.




COMB
One rack element is a vertical segment of the rack.



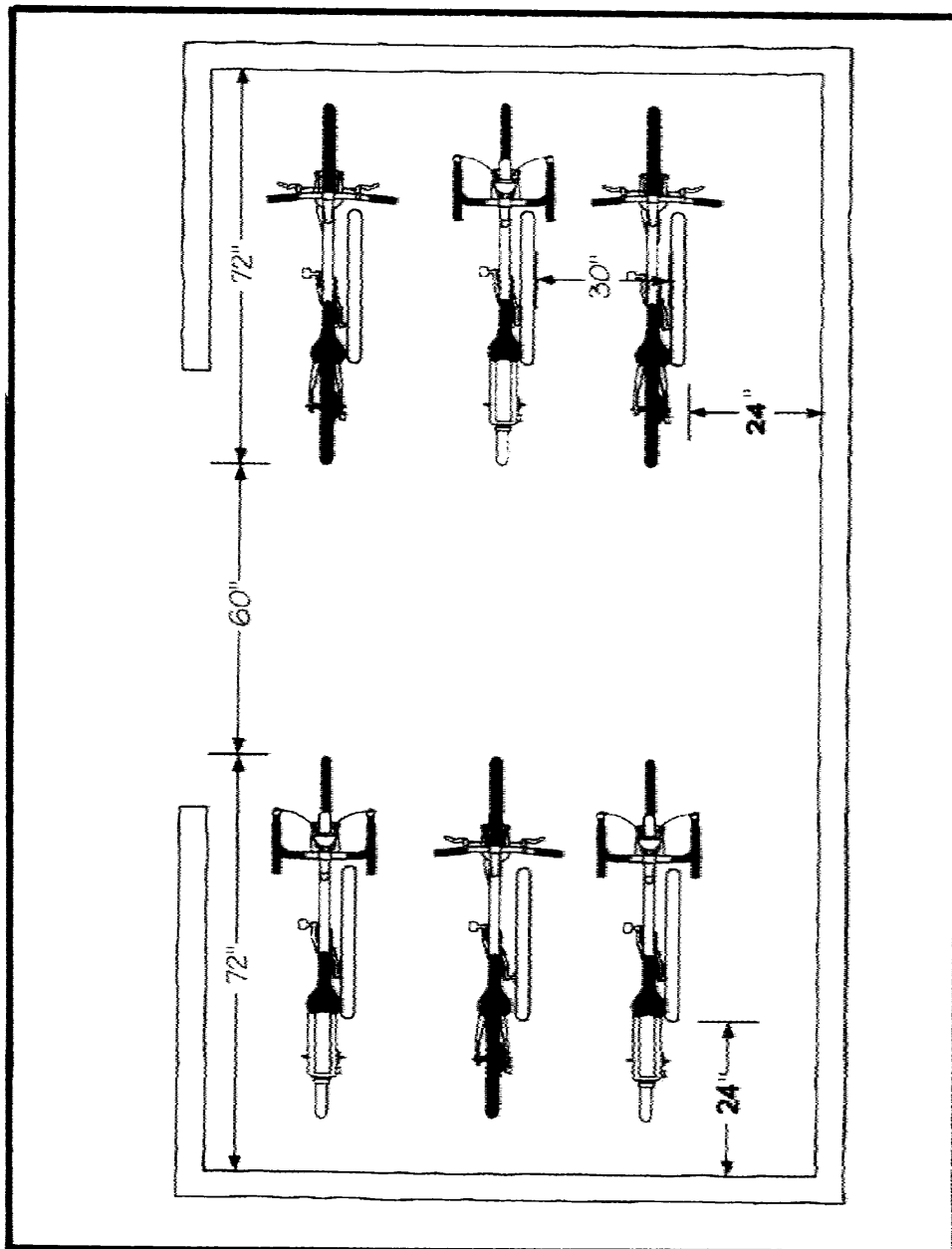
WAVE
One rack element is a vertical segment of the rack.
(see additional discussion on page 3)



TOAST
One rack element holds one wheel of a bike.



Not recommended





CENTER CITY FORM-BASED CODE

NORMAN, OKLAHOMA

DRAFT AUGUST 2023

How to Use this Code

Why are some words shown in SMALL CAPITAL LETTERS?

The Norman Center City Form-Based Code (CCFBC) includes terms with special meanings and their definitions are included in *Part 9. Definitions*. Defined terms are shown throughout the document in SMALL CAPITAL LETTERS.

I want to know what is allowed for my property:

1. Look at the adopted REGULATING PLAN in *Part 3. The Regulating Plan* and determine if property in question is located within the Center City Form District. (CC Form District) If not, this Code is not applicable.
2. Find the specific property in question on the adopted REGULATING PLAN. Note the REQUIRED BUILDING LINE and the PARKING SETBACK LINE. Note the color of the fronting STREET-SPACE—this determines the applicable BUILDING FORM STANDARD (see the key located on the REGULATING PLAN).
3. Find the applicable BUILDING FORM STANDARD in *Part 4. Building Form Standards*. (Note the *General Provisions* in *Section 402* that apply to all properties in the district.) The BUILDING FORM STANDARD will tell you the parameters for DEVELOPMENT on the site in terms of height, siting, elements, and use.
4. Additional regulations regarding streets and other public spaces surrounding the property, parking requirements, and permitted building functions are found in the following sections: *Part 5. Urban Space Standards*; *Part 6. Parking and Loading Standards*; and *Part 7. Building Functions*.
5. See *Part 2. Administration, Application Process & Appeals* for information on the DEVELOPMENT review process.

NOTE: Where a NON-CONFORMING STRUCTURE or NON-CONFORMING USE may continue in compliance with *Part 2. Section 208. Non-Conforming Structures and Uses*, the allowances of a LEGACY ZONING DISTRICT may also control what is allowed for a particular property.

I want to modify an existing building:

1. If this code is applicable to your property, determine whether your intended changes would trigger a level of code compliance by looking at the *Part 2. Section 208. Non-Conforming Structures and Uses*.
2. If yes, follow the process delineated therein.

I want to establish a new use in an existing building:

1. Find the property on the REGULATING PLAN and determine the applicable BUILDING FORM STANDARD.
2. Determine whether the use is allowed by looking at *Part 7. Building Functions*. If the use is allowed within the applicable CCFBC BFS *Part 2. Section 208. Non-Conforming Structures and Uses* to determine whether the use may be carried on within a NON-CONFORMING STRUCTURE. If Section 208 does not permit the use to be carried on within a NON-CONFORMING STRUCTURE, refer to the specific performance standards set forth in the applicable BFS.

I want to change the Regulating Plan regarding my property:

See *Part 2. Section 207. Amendments to the Center City Form-Based Code*.

I want to subdivide my property:

1. Property can only be subdivided in accordance with the procedures of the Norman Municipal Code.
2. Any such subdivision of a property within the *Center City Form District* shall also meet the standards of this Code.

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Part 1. General Provisions

101. Title

This Code is known as the Norman Center City Form-Based Code (CCFBC).

102. Applicability

- A. The CCFBC is in effect for that part of the City of Norman, Oklahoma, designated on the REGULATING PLAN in *Part 3. The Regulating Plan* as the Center City Form District (CC Form District), and as set forth in *Part 2. Section 208. Non-conforming Structures and Uses*.
- B. The area generally known as Campus Corner that is geographically located within the larger CC Form District boundaries, as designated on the REGULATING PLAN in *Part 3*, is excluded from the CC Form District, but may be added to the district in the future, by determination of the City Council.
- C. The process for DEVELOPING or REDEVELOPING within the CC Form District is delineated in *Part 2. Administration* and *Appendix A* of this Code.

103. Purposes

- A. The goal of *Norman Center City Vision Project and Plan* was to reset the conversation and provide guidance for future DEVELOPMENT and REDEVELOPMENT in Center City.¹ This CCFBC is intended to implement the purpose and goals of that Plan by providing strong implementation tools for the Center City area.
- B. The CCFBC shall be applied to new, infill DEVELOPMENT, and REDEVELOPMENT within the district both in order to achieve the vision set forth for the Center City and to provide a mechanism for implementing the following specific goals, using both public and private sector investments:
 - 1. Capitalize on public investment in existing infrastructure
 - 2. Stabilize and strengthen mixed-use commercial centers and residential neighborhoods
 - 3. Create a pedestrian-oriented and multi-modal district
 - 4. Promote, create, and expand housing options
 - 5. Ensure transit-supportive and transit-serviceable DEVELOPMENT
 - 6. Ensure a complementary relationship with surrounding neighborhoods
- C. The creation of transit- and pedestrian-oriented DEVELOPMENT and REDEVELOPMENT is dependent on three factors: density, diversity of uses, and design. This Code places greatest emphasis on design, or physical form, because of its importance in defining neighborhood and district character. All places evolve—density and uses can be expected to change over time as the area continues to grow and mature.

¹ From the *Norman City Center Vision Summary Charrette Report*, May 2014.

104. Other Applicable Regulations

- A. All DEVELOPMENT and REDEVELOPMENT must comply with relevant Federal, State and City regulations. Whenever any provision of this Code imposes a greater requirement or a higher standard than is required in any State or Federal statute or other City ordinance or regulation, the provisions of this Code shall govern unless preempted by State or Federal law.
- B. Where apparent conflicts exist between the provisions of the CCFBC and other existing ordinances, regulations, or permits, or by easements, covenants, or agreements, the Director shall determine, based on which best meets the requirements of this Code and Vision plan, which provisions shall govern within the Center City Form District.
- C. Within the Center City Form-Based Code Area of Norman exhibited in Norman Code 36-540, and contained within the Central Core Area of Norman (see map exhibit to Norman Code 36-550) any two-family (duplex) structure with four or more BEDROOMS per unit is required to be sprinkled per the requirement in Section P2904 of the International Residential Code (IRC) or NFPA 13D, or as these documents are amended.

105. Minimum Requirements

In interpreting and applying the provisions of the CCFBC, they are the minimum requirements for DEVELOPMENT under this Code.

106. Severability

Should any provision of the CCFBC be decided by the courts to be unconstitutional or invalid, that decision shall not affect the validity of the CCFBC other than the part decided to be unconstitutional or invalid.

107. Components of the Code

The CCFBC places a primary emphasis on physical form and placemaking, with a secondary focus on land uses. The principal regulatory sections of this Code are described below.

A. Administration

Administration covers application and review process for DEVELOPMENT project approval.

B. The Regulating Plan

The REGULATING PLAN is the application key for the CCFBC. It provides a public space master plan with specific information on DEVELOPMENT parameters for each parcel and shows how each lot relates to the STREET-SPACE (streets, SQUARES/CIVIC GREENS, PLAZAS, PEDESTRIAN PATHWAYS, etc.) and the surrounding neighborhood. The REGULATING PLAN may identify additional regulations and/or opportunities for lots in specific locations.

C. The Building Form Standards

The BUILDING FORM STANDARDS establish basic parameters governing building form, including the buildable envelope (in three dimensions) and certain permitted and/or required elements—such as SHOPFRONTS, BALCONIES, and STREET WALLS. The BUILDING FORM STANDARDS establish both the boundaries within which things may be done and specific things that must be done.

The primary intent of the BUILDING FORM STANDARDS (BFS) is to shape the STREET-SPACE, or public realm, through placement and form controls on buildings. Their secondary intent is to ensure that the buildings cooperate to form a functioning, sustainable, BLOCK structure. The applicable standard for a building site is determined by the STREET FRONTAGE designated on the REGULATING PLAN.

D. The Urban-Space Standards

The purpose of the Urban-Space Standards is to ensure coherent STREET-SPACE and to assist builders and owners with understanding the relationship between the public realm and their own building. These standards set the parameters for the placement of STREET TREES, sidewalks, and other amenities or furnishings within the STREET-SPACE. They set recommended configurations for the vehicular part of the street as well as other public spaces such as greens, squares, and plazas.

E. Building Function Standards

The Building Function Standards define the uses allowed and/or required on ground floors and in upper floors, correlated with each BUILDING FORM STANDARD. Because the CCFBC emphasizes form more than use, it includes fewer, broader categories than those provided elsewhere in the Norman Zoning Ordinance.

F. Parking and Loading Standards

Parking and loading standards provide goals and requirements to promote a “park once” environment through shared parking and encourage a pedestrian-friendly, walkable CC Form District.

G. Definitions

Certain terms in the CCFBC are used in very specific ways, often excluding some of the meanings of common usage. Wherever a word is in SMALL CAPITALS format, consult *Part 9. Definitions* for its specific and limited meaning. Where there is an apparent contradiction between the definitions in the CCFBC and those in the Norman Zoning Ordinance, the definitions in this Code shall prevail. Words used in the CCFBC, but not defined by this Code, but that are defined in the Norman Zoning Ordinance, shall have the meanings set forth therein.

Part 2. Administration, Application Process & Appeals

201. Applicability

DEVELOPMENT and REDEVELOPMENT proposals within the Center City Form District shall be subject to the provisions of this *Part 2* and/or *Appendix A*.

202. Director

A. Authority

The Director of Planning and Community Development (“Director”) and the Development Review Team (DRT) are authorized to review and approve applications for Certificates of Compliance and Administrative Adjustments.

B. Delegation of Authority

The Director may designate any member of the staff of the City’s Planning and Community Development Department to represent the Director in any function assigned by the Center City Form-Based Code (CCFBC). The Director, however, shall remain responsible for any final action taken under this Section.

203. FBC Development Review Team

The existing Development Review Team (DRT) with an additional citizen member who is a resident of the Center City Form District will provide a coordinated and centralized technical review process to ensure compliance with the requirements of the CCFBC. The Development Review Team is comprised of personnel from the City departments that have an interest in the DEVELOPMENT review and approval process.

A. Powers and Duties

1. The Development Review Team shall be responsible for the review of Concept Plans, Site Plans and any other DEVELOPMENT related applications that may be required by the CCFBC.
2. The Development Review Team shall be responsible for making determinations on the application and interpretation of guidelines, standards, and requirements of the CCFBC.
3. The Development Review Team may require the applicant to submit additional information not otherwise specifically required by the CCFBC, which is reasonably necessary to review and determine whether the proposed DEVELOPMENT complies with the requirements of the CCFBC.
4. The Development Review Team shall not be authorized to waive or vary requirements of the CCFBC or any other applicable ordinance of the City of Norman unless specifically allowed in the CCFBC.

B. Operational Procedures

The Development Review Team shall meet on their regularly scheduled meeting dates to review DEVELOPMENT applications. It shall be the

responsibility of the Planning Director, or the Director's designee, to collect the comments of the DRT, prepare a written staff analysis of the outstanding issues related to each application, and provide it to the applicant in a timely manner.

204. Certificate of Compliance

An application for approval of a Certificate of Compliance, demonstrating compliance with the provisions contained in the CCFBC and the REGULATING PLAN shall be submitted to the Director. At the time an application is submitted for a Certificate of Compliance for a Center City Form District property, the property shall be posted by staff with a sign provided by the City of Norman identifying that such a request has been received. A fully refundable \$20.00 sign deposit is required.

A. Pre-Application Conference

A pre-application conference with a member of the professional planning staff of the Department of Planning and Community Development is required prior to the submission of any application for a Certificate of Compliance. The applicant shall provide a concept site plan and conceptual drawings of the FACADES of any building at a scale of at least 1"=100' for consideration by the staff. The discussions and any conclusions based on the pre-application conference are not binding on any party thereto.

B. Certificate of Compliance Application Requirements

The application for a Certificate of Compliance shall include:

1. A brief narrative describing the Development Proposal;
2. Two (2) sets of completed plans for the Development Proposal at a scale sufficient to read [Site Plans at 1"= 50', Building Plans and Elevations at 1"= 20', Details as necessary to demonstrate form-based code ("FBC") compliance at 1"=4' to 1"=10'] as required by the City and including the following information, which shall be submitted on the following sheets:
 - a. Location and dimensions of all proposed buildings and other construction;
 - b. Internal roadways, streets and/or STREET-SPACES, ALLEYS, common access easements, and access ways to adjacent public roadways;
 - c. Utilities - Sanitation/polycarts and service courts;
 - d. Property lines;
 - e. Utility, drainage and any other easement conveyances affecting the property;
 - f. Required Build Line (BFS) and Parking Setback Line;
 - g. Location and dimensions of all parking areas and striping plan;
 - h. Utility Strategy;
 - i. Architectural drawings of all proposed building FACADES;
 - j. Floor plan;

- k. Landscape plan;
- l. Stormwater calculations and impervious surface coverage;
- 3. A completed Form-Based District Review Checklist, the form of which shall be developed, maintained, and made available by the Director, demonstrating compliance with the provisions of the FBC; and
- 4. Any other documents and/or materials required by the Director to determine compliance with the FBC.

C. Certificate of Compliance Review

- 1. The Director of Planning and Community Development may administratively provide for submission and review deadlines for materials and studies required in support of any application for a Certificate of Compliance. The need for technical studies shall be at the Director's discretion or as required by City ordinances.
- 2. Applicants shall be notified at the Development Review Team meeting if additional materials, studies, and meetings will be required in order for review of their application to commence.
- 3. After the effective date of the CCFBC, no property which has been zoned under the CC Form District may be DEVELOPED or REDEVELOPED without: (a) approval of a Certificate of Compliance from the Director of Planning and Community Development, (b) approval of an application to voluntarily participate in any Pattern Zoning program or overlay adopted for applicable CC Form District properties, or (c) an approved rezoning to *Center City Planned Unit Development* (CCPUD) as established in *Appendix B*.

205. Effect of Certificate of Compliance Issuance

The Certificate of Compliance shall incorporate the approved site plan, elevation drawings and/or floor plan drawings, as determined by the Director, and shall be binding as to the elements demonstrated therein. Issuance of a Certificate of Compliance by the Director allows an applicant to apply for other necessary permits and approvals which include, but are not limited to, those permits and approvals required under the City Building Code. Certificate of Compliance site plan, elevation drawings and floor plans must be submitted with permit requests, and the Director may decline to issue a Certificate of Occupancy where construction is not completed in compliance with the Certificate of Compliance and its referenced attachments, in the absence of a valid material modification or Administrative Adjustment.

A. Certificate of Compliance Modification

After the Director has issued a Certificate of Compliance, any change in the Development Proposal from Certificate of Compliance and referenced attachments submitted to the Director, other than those permitted under *Section 206* below, shall be considered a material modification and shall be subject to the following review procedure:

1. A complete application for a material modification shall be referred to the DRT at its next regularly scheduled meeting.
2. The Director may administratively provide for submission and review deadlines for materials and studies required in support of any application for a material modification.
3. The DRT shall determine if the proposed material modification is in compliance with the CCFBC Code.

B. Certificate of Compliance Expiration

1. A Certificate of Compliance shall lapse twenty-four (24) months from its issuance if an applicant does not secure a building permit.
2. Upon written communication by the applicant submitted at least thirty (30) days prior to the expiration of the Certificate of Compliance, and upon a showing of good cause, the Director may grant one extension not to exceed six (6) months. Upon an application for extension, the Certificate of Compliance shall be deemed extended until the Director has acted upon the request for extension.

C. Appeal

An appeal by a person aggrieved by the Director's decision on a Certificate of Compliance application, and situations where Administrative Adjustments are requested, will be to City Council.

206. Administrative Adjustments

A. Purpose and Intent

The purpose and intent of this section is to provide an administrative mechanism for allowing minor adjustments to limited and specific requirements of the Center City Form-Based Code, with the intent of providing relief where the application of a standard creates practical difficulties in allowing DEVELOPMENT to proceed. These adjustments are intended to provide relief for minor construction/survey issues; they are not intended for deviations from the CCFBC, like those governed by *Appendix A and B*. This optional process occurs only where an applicant requests an Administrative Adjustment to a standard specified below.

B. Administrative Adjustment Application and Review Procedure

1. An application for approval of an Administrative Adjustment shall include:
 - a. A brief narrative describing the Administrative Adjustment sought;
 - b. A completed Administrative Adjustment Checklist, the form of which shall be developed, maintained, and made available by the Director, demonstrating that the adjustment sought is limited to the standards set forth below; and
 - c. Any other documents and/or materials required by the Director to determine that the adjustment sought is limited to the standards set forth below.

2. The Director may seek assistance from the DRT in making a determination under this Section.
3. Within ten (10) business days of receipt of a complete application, the Director shall review the application in accordance with the Administrative Adjustment Standards below, and take one of the following actions:
 - a. Approve the application as submitted;
 - b. Approve the application with conditions; or
 - c. Deny the application.

C. Administrative Adjustment Standards

The Director is authorized to approve Administrative Adjustment applications in strict conformance with the following standards only:

1. Height

- a. Minimum and maximum height - up to five percent (5%) for any cumulative increase or decrease in building height.
- b. STREET WALL/fence requirements – up to ten percent (10%).
- c. Finished floor elevation – up to five percent (5%).

2. Siting

- a. REQUIRED BUILDING LINE – move forward up to six (6) inches.
- b. REQUIRED BUILDING LINE – move backward up to three (3) feet. Applicant must submit landscaping or balcony plan: with this request.
- c. REQUIRED BUILDING LINE – Move backward up to five (5) feet, in order to accommodate or resolve utility or other vital or related infrastructure conflicts already existing. Utility or other vital or related infrastructure conflicts must be demonstrated by the applicant to and verified by the Development Review Team and the Director.
- d. REQUIRED BUILDING LINE minimum percentage built-to – reduction of up to five percent (5%) of required length.
- e. PARKING SETBACK LINE – move forward up to six (6) feet.
- f. Mezzanine floor area – up to ten percent (10%) additional area.
- g. STREET WALL requirements – up to ten percent (10%) of the height/FENESTRATION/access gate requirements.
- h. Entrances (maximum average spacing) – up to ten percent (10%) increase in spacing.

3. Elements

- a. FENESTRATION (minimum and maximum percent) – up to five percent (5%).
- b. Elements (minimum and maximum projections) – up to five percent (5%).

4. Streets, Blocks and Alleys

Street center lines may be moved up to 50 feet in either direction, so long as:

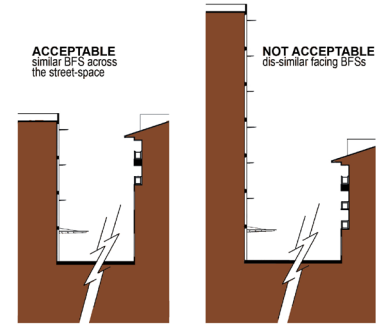
- the street connectivity is maintained (no cul-de-sacs);
- no street intersection occurs within 125 feet of another street intersection; and
- the BLOCK configuration meets the standards defined in *Section 301.D*.

D. Unlisted FBC Standards

Any request for relief from a required FBC standard other than those listed above shall be made through the CCPUD procedures set forth in *Appendices A and B*. (See also *Section 207* below.)

E. Applicability

Any Administrative Adjustment approved under this Section shall run with the land and not be affected by a change in ownership.



207.B.1 Illustrative intent

207. Amendments to the Center City FBC

A. Text Amendments

Any application for an amendment to the FBC text shall be considered an application for a zoning text amendment subject to *Section 36-571* of the Zoning Ordinance and any other regulations applicable to zoning text amendments.

B. Regulating Plan Amendments

Any application for an amendment to the Center City REGULATING PLAN shall be considered an application for a zoning map amendment subject to *Zoning Ordinance Sections 36-571- Amendments* and any other regulations applicable to rezoning.

1. Changes to Streets, Blocks, Alleys

Any amended REGULATING PLAN shall conform to the standards defined in *Section 301*.

208. Non-Conforming Structures and Uses

A. Non-conforming structures. NON-CONFORMING STRUCTURES within the CC Form District may only be altered according to the following:

- Repair and Remodeling.** Repair and remodeling of the structures which do not affect the structure's footprint may be made in conformance with an applicable LEGACY ZONING DISTRICT.
- Additions.** An addition to a NON-CONFORMING STRUCTURE is permissible as long as:
 - The structure occupying the original footprint of the structure is not demolished and remains occupied in substantially the same manner as prior to the addition; and
 - The overall size of the structure does not increase by more than 50% of the square footage of the NON-CONFORMING STRUCTURE.

3. Destruction and Replacement.

- a. **Destruction Generally Not Permitted.** Destruction of a NON-CONFORMING STRUCTURE in a manner not specifically allowed by subpart (b) below will destroy the legal non-conforming status of the structure and any NON-CONFORMING USES carried on within the NON-CONFORMING STRUCTURE, thus initiating complete application of the CCFBC to the subject property(ies) going forward.
- b. **Generally.** NON-CONFORMING STRUCTURES destroyed by fire, explosion, act of God, or the public enemy may be:
 - (i) replaced with a NON-CONFORMING STRUCTURE of comparable height and siting as set forth in subpart (c) below;
 - (ii) REDEVELOPED following the CCFBC standards; or
 - (iii) follow the CCPUD process established in *Appendices A and B*.
- c. **Replacing a NON-CONFORMING STRUCTURE.**
 - (i) All NON-CONFORMING STRUCTURES destroyed as set out in subpart (b) above may be replaced in conformance with a LEGACY ZONING DISTRICT only by a NON-CONFORMING STRUCTURE of comparable footprint, height and siting.
 - (ii) Additionally, single-family, duplex and residential accessory NON-CONFORMING STRUCTURES destroyed by fire, explosion, act of God, or the public enemy may be replaced in conformance with a LEGACY ZONING DISTRICT so long as the NON-CONFORMING STRUCTURE is not converted to another NON-CONFORMING USE or expanded beyond the footprint of the destroyed NON-CONFORMING STRUCTURE.

- 4. **Non-Conforming Signage.** NON-CONFORMING STRUCTURES may utilize existing non-conforming signage materials and framework, and may alter the content of such non-conforming signage in compliance with the LEGACY ZONING DISTRICT. However, where non-conforming signage materials or framework are substantially altered, replaced or substituted, or where additional signage is sought, all signage must then comply with the provisions of the CCFBC. A NON-CONFORMING STRUCTURE may comply with CCFBC signage regulations, as required herein, without otherwise destroying its status as a NON-CONFORMING STRUCTURE herein.

B. NON-CONFORMING USES

- 1. **Generally.** Permitted uses and Development Standards in applicable LEGACY ZONING DISTRICTS may continue and be carried on in NON-CONFORMING STRUCTURES, even where the CCFBC, see *Part 7, Section 702. Use Table*, would apply Additional Regulations that cannot be satisfied.
- 2. **CCFBC Uses in NON-CONFORMING STRUCTURES.** Uses permitted within the CCFBC, and which cannot be found in a property's applicable LEGACY ZONING DISTRICT, are permitted in NON-CONFORMING STRUCTURES, and will not result in a destruction of legal non-conforming status.

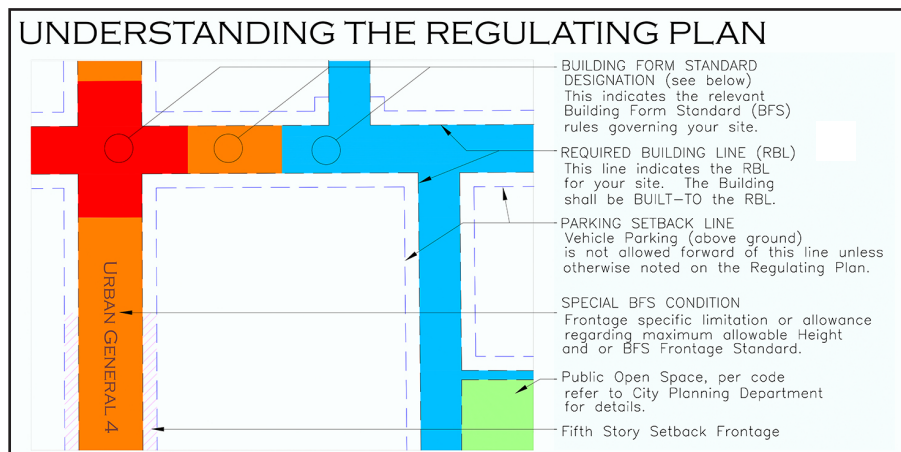
Part 3. The Regulating Plan

301. Rules for Regulating Plans

A. Purpose and Intent

1. The REGULATING PLAN is the controlling document and principal tool for implementing the Center City Form-Based Code (CCFBC).
2. The REGULATING PLAN makes the DEVELOPMENT standards place-specific, by designating the BUILDING FORM STANDARDS (BFS) and delineating the public spaces. The REGULATING PLAN identifies: the boundaries for the district; existing and proposed streets and ALLEYS; the REQUIRED BUILDING LINE and PARKING SETBACK LINE throughout the plan area.
3. The REGULATING PLAN may identify specific characteristics assigned to a lot or building site and may identify additional regulations (and opportunities) for lots in specific locations, as well as exceptions to the BFS or other standards.

B. Regulating Plan Key



C. Building Form Standards (BFS) on the Regulating Plan

- a. BUILDING FORM STANDARDS are designated on the REGULATING PLAN by STREET FRONTAGE.
- b. The allocation and distribution of BFS frontages—which define the form and character of the district—was based on the *Center City Vision Plan* and determined by the physical context (what goes next to what) and diversity of allowed/required uses.

D. Streets, Blocks & Alleys on the Regulating Plan

1. Streets

Recommended street configurations called out in *Part 5. Urban Space Standards* or on the REGULATING PLAN may or may not be immediately constructed. They should be placed into the system such that, when reasonable for the City's street maintenance/reconstruction plan, they can be rationally constructed.

- a. Additional streets may be added to the REGULATING PLAN to create a smaller BLOCK pattern; however, no streets may be deleted without being replaced elsewhere within the district.
- b. Where new ALLEYS or PEDESTRIAN PATHWAYS are designated on the REGULATING PLAN, they are critical to the working of the CC Form District and shall be considered mandatory. While the street infrastructure may not be constructed until some point in the future, the RBL, and other regulations of the REGULATING PLAN shall be respected.
- c. New ALLEYS or PEDESTRIAN PATHWAYS shall be public or publicly accessible.
- d. All lots shall share a frontage line with a STREET-SPACE.

2. Blocks

a. Maximum Size:

No BLOCK FACE shall have a length greater than 300 feet without an ALLEY, access easement, or PEDESTRIAN PATHWAY providing through-access to another STREET-SPACE, ALLEY or COMMON DRIVE. Individual lots with less than 100 feet of STREET FRONTAGE are exempt from the requirement to interrupt the BLOCK FACE; those with over 200 feet of STREET FRONTAGE shall meet the requirement within their lot, unless already satisfied within that BLOCK FACE.

b. Curb Cuts:

- (i) Unless otherwise specified on the REGULATING PLAN, no new curb cuts are permitted.
- (ii) For lots with ALLEY access, existing curb cuts shall be eliminated/vacated at the time of REDEVELOPMENT.
- (iii) For lots without ALLEY access, existing curb cuts may be maintained or relocated.
- (iv) Where a parking structure is being provided with at least 30% of its spaces publicly available, existing curb cuts may be relocated (even if the lot has ALLEY access.)

3. Alleys

- a. ALLEYS or COMMON DRIVES must provide access to the rear of all lots, except where a lot has streets on three sides and the absence of an ALLEY or COMMON DRIVE would not deprive an adjacent neighbor of rear lot access.
- b. For new ALLEYS (or COMMON DRIVES), public access, public utility, and drainage shall be dedicated via an easement.
- c. ALLEYS may be incorporated into (rear) parking lots as standard drive aisles. Access to all properties adjacent shall be maintained.
- d. Where an ALLEY does not exist but is identified on the REGULATING PLAN and it is not feasible to construct at the time of REDEVELOPMENT, no permanent structure shall be constructed within the proposed ALLEY right-of-way. The applicant is required to dedicate the ALLEY right-of-way within the rear setback to the City (for future construction) and maintain the area within the rear setback by, at a minimum:
 - (i) Providing routine landscape maintenance to the area.
 - (ii) Keeping the area clear of debris, stored materials, and stored or parked vehicles.

4. Changes to Regulating Plan

Any amendment or change to the REGULATING PLAN, beyond those specified in *Section 301.D.* above, will be a zoning map amendment of this Code. See *Section 207.B.*

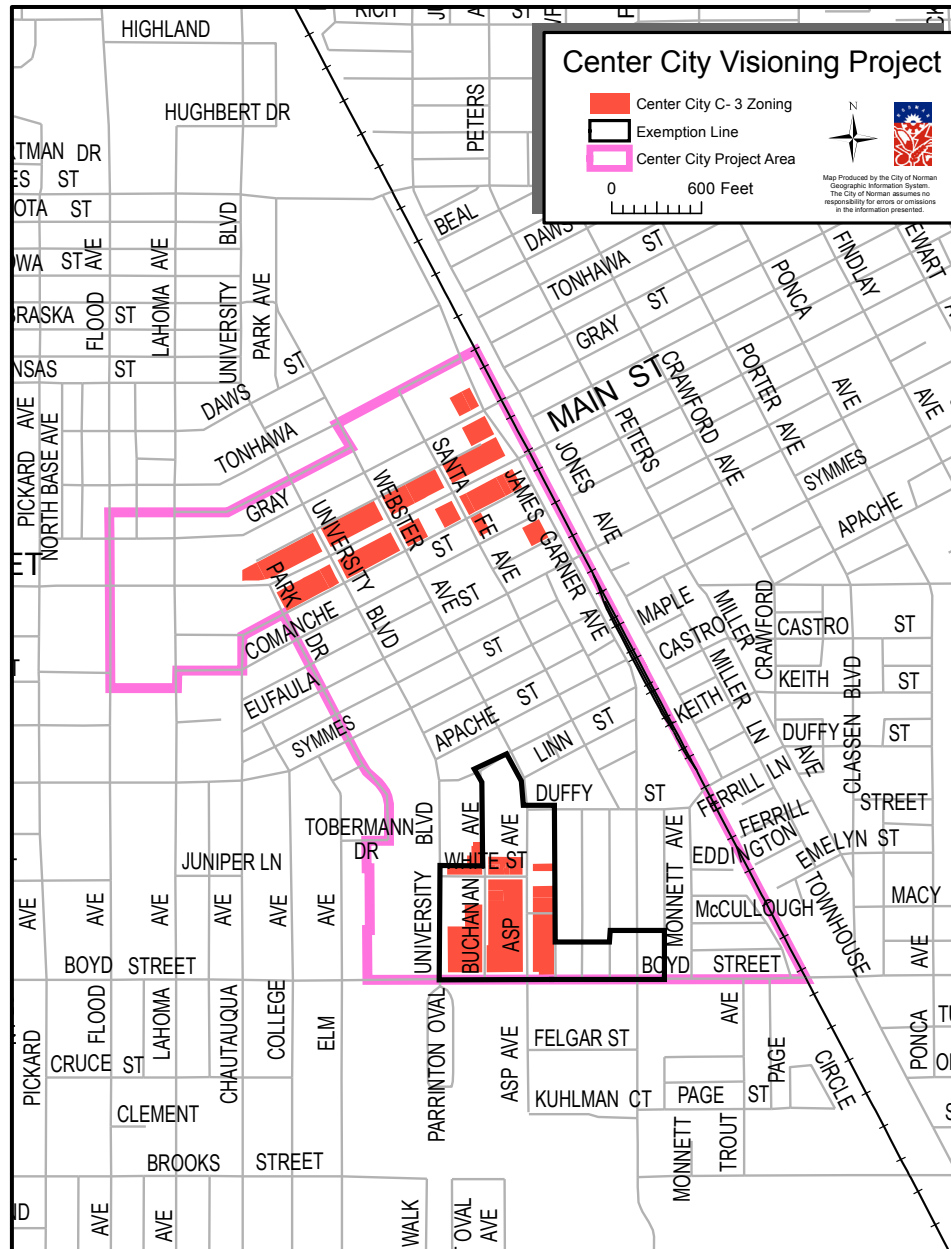
E. Special Site Conditions in the Center City Form District

1. Some building height and parking requirements of this Code are not applicable to properties zoned C-3 at the time of CCFBC adoption. (See *Part 4. Building Form Standards, Sections 403 & 404*, and *Part 6. Parking and Loading Standards, Section 603.A.* for specific exemptions, and *Section 302. Illustrative Form District Maps*, below, for the applicable parcels.)
2. The following conditions are identified by numbered asterisks (*) on the REGULATING PLAN. They may require additional performance standards or provide additional DEVELOPMENT opportunities due to their unique context.
 - a. (*1) Located on Jenkins at the transition from the excluded Campus Corner area to Urban Residential frontage. Existing building form and use (at the time of CCFBC adoption) is that of strip commercial. Future REDEVELOPMENT may continue the range of uses.
 - b. (*2) Located on Webster at Apache. Existing historic building form is that of neighborhood commercial. Future REDEVELOPMENT may continue commercial use if existing buildings are maintained without expansion or new DEVELOPMENT remains within the limit of the existing building footprint and height at the time of CCFBC adoption.

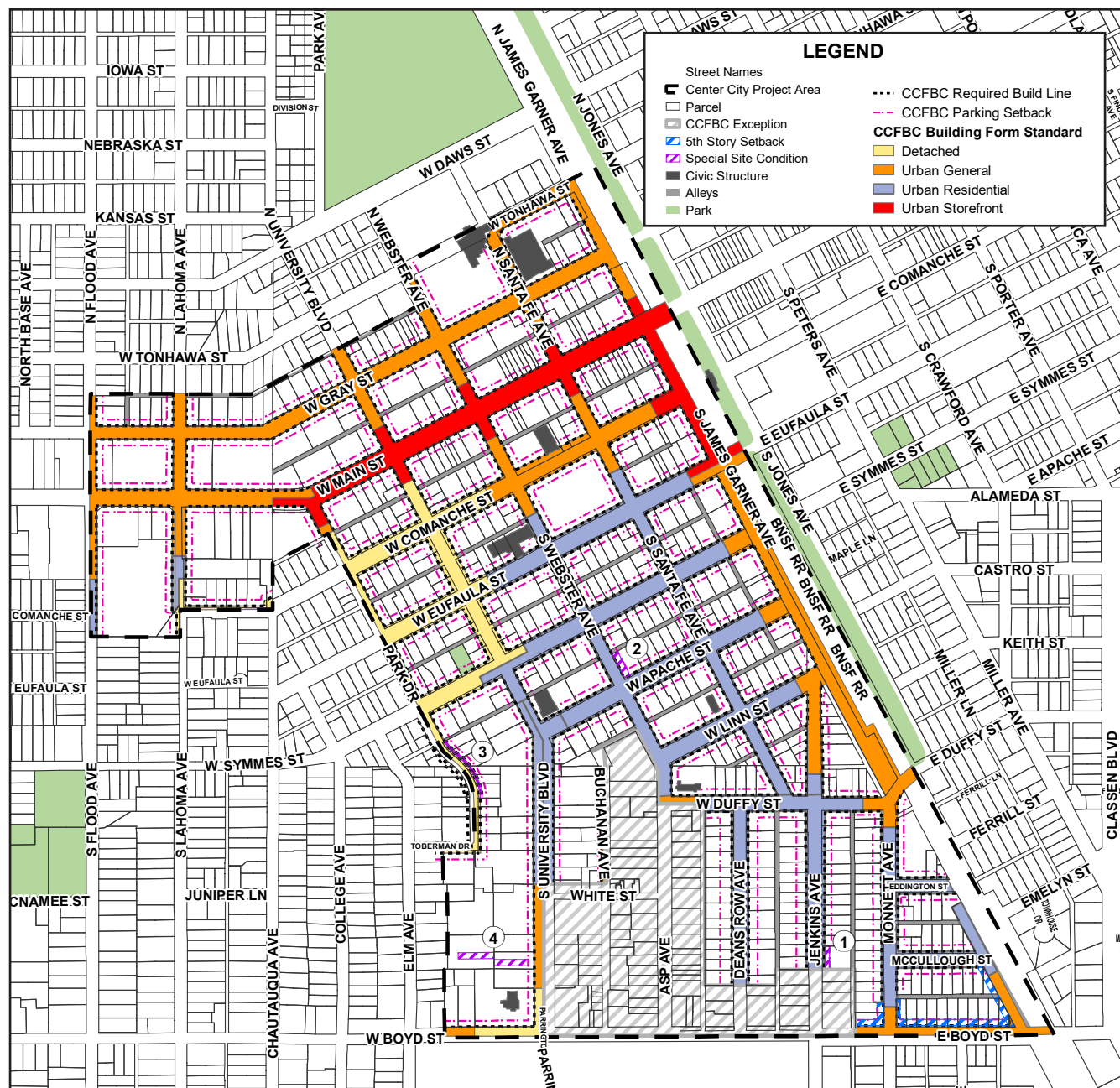
- c. (*3) Located on Park Drive. REQUIRED BUILDING LINE (RBL) is a “zone” as defined on the REGULATING PLAN. This is to accommodate the small lot/tightly curving Detached Frontage.)
- d. (*4) Located off University behind Boyd House. The lot building limit provides a ‘no structures’ area; an additional 30-foot deep zone designated with a cross-hatch on the REGULATING PLAN establishes an additional buffer area wherein the maximum height for any structure is 30 feet.

302. Illustrative Form District Maps

302.A. Center City Visioning Map

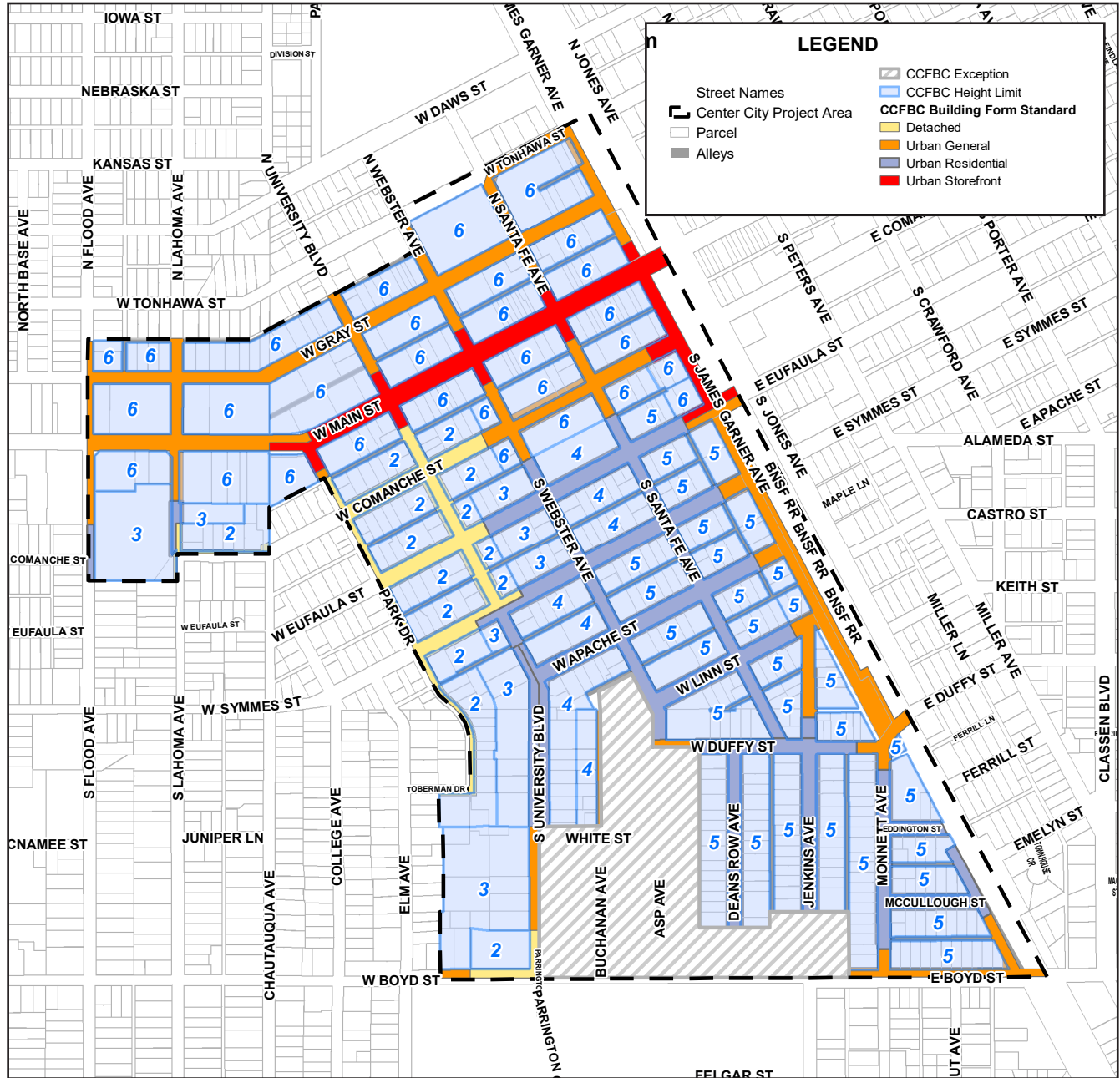


302.B. Center City Regulating Plan Map



Note: This version of the Regulating Plan is shown for illustrative purposes only. A large-scale version of REGULATING PLAN can be found at: www.normanok.gov/your-government/departments/planning-and-community-development/planning-projects/norman-center-city. Contact the Planning and Community Development Department for further information about the Center City Form District and REGULATING PLAN. (Individual BFS may establish superceding RBL requirements.)

302.C. Center City Maximum Building Height Map



Note: Properties with C-3 zoning at the time of CCFBC adoption are exempt from maximum building height limitations. (See Center City Visioning Map (Page 15) for applicable parcels.)

302.D. Center City Unit Minimum Map



Note: This version of the Center City Unit Minimum Map is shown for illustrative purposes only. There is no unit maximum requirement except for Detached Frontage.

Part 4. Building Form Standards

401. Intent

- A. The goal of the BUILDING FORM STANDARDS (BFS) is the creation of a vital, and coherent public realm through the creation of good STREET-SPACE. The intent of these form standards is to shape the STREET-SPACE—the specific physical and functional character—of the Center City Form District. The form and function controls on building frontages work together to frame the STREET-SPACE while allowing the buildings greater latitude behind their FACADES. The BUILDING FORM STANDARDS aim for the minimum level of control necessary to meet this goal.
- B. The BFS set the basic parameters governing building construction, including the building envelope (in three dimensions) and certain required or permitted functional elements.
- C. The BFS establish the rules for DEVELOPMENT and REDEVELOPMENT on private lots, unless otherwise indicated on the REGULATING PLAN.
- D. The REGULATING PLAN identifies the BUILDING FORM STANDARD for all private building sites within the CC Form District.
- E. These BFS establish a range of DEVELOPMENT intensity and character within the CC Form District specific to each individual frontage, beginning in *Section 403*. The BFS frontages are:
 - 1. Urban General Frontage, *Section 403*
 - 2. Urban Residential Frontage, *Section 403*
 - 3. Urban Storefront Frontage, *Section 404*
 - 4. Detached Frontage, *Section 405*

402. General Provisions

The following apply to all BFS, unless expressly stated otherwise within an individual BFS or otherwise designated on the REGULATING PLAN.

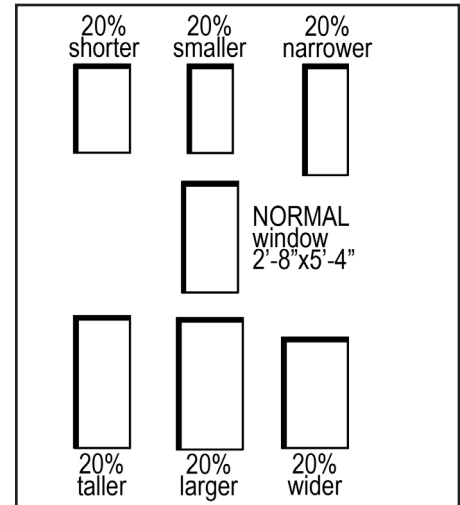
A. Frontage Transitions

When the BFS designation shown on the REGULATING PLAN changes along a property's REQUIRED BUILDING LINE (RBL), that property owner has the option, for that property's STREET FRONTAGE only, of applying either BFS for a maximum additional distance of 50 feet, from the transition point shown on the REGULATING PLAN, in either direction along that RBL.

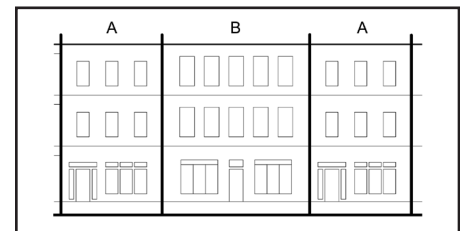
B. Façade Composition

- 1. "FAÇADE COMPOSITION" is the arrangement and proportion of FACADE materials and elements (windows, doors, columns, pilasters, bays).
 - a. Each FAÇADE COMPOSITION shall include a functioning street entry door. (Only applies to STREET FRONTAGE that is the same as the street address.)

- b. Individual infill projects on lots with STREET FRONTAGE of less than 100 feet on a BLOCK FACE are exempted from the overall FAÇADE COMPOSITION requirement for that BLOCK FACE, but shall still include a functioning street entry. This requirement may be satisfied for large footprint uses, such as large grocery stores, through the use of LINER SHOPS.
2. “COMPLETE AND DISCRETE” distinguishes one part of the FACADE from another to break down the perceived scale of large buildings and provide a better pedestrian experience.
 - a. For each BLOCK FACE, FAÇADES along the RBL shall present A COMPLETE AND DISCRETE vertical FAÇADE COMPOSITION to maintain and/or create the pedestrian-scale for the STREET-SPACE, at no greater than the following average STREET FRONTAGE lengths:
 - (i) 60 feet for Urban Storefront;
 - (ii) 75 feet for Urban General and Urban Residential.
 - (iii) A longer FAÇADE COMPOSITION may be presented, as long as smaller compositions appear within the same BLOCK FACE in order to achieve the above-stated average.
 - b. To achieve a COMPLETE AND DISCRETE vertical FACADE COMPOSITION (*Item 2* above) within a STREET FRONTAGE requires, at a minimum, *Item i* and at least two additional *Items ii-v*, below:
 - (i) Clearly different GROUND STORY FAÇADE COMPOSITION (both framing materials and FENESTRATION proportions) from one bay to the next.
 - (ii) FENESTRATION proportions differing at least 20 percent in height or width or height:width ratio. (*See figure 402.B.2.b.ii.*)
 - (iii) At least two different bay configurations. (*See figure 402.B.2.b.iii.*)
 - (iv) Change in wall material (changes in paint color are insufficient).
 - (v) Change in total FENESTRATION percentage (minimum difference 12 percent; ground floor FAÇADES are not included).



402.B.2.b.ii. Facade composition illustrative intent



402.B.2.b.iii. Facade Composition illustrative intent

C. Building Size

The maximum footprint for a building is 25,000 gross square feet; for buildings beyond that limit, see *Appendices A and B*. This shall not limit parking structures built according to the standards of this Code.

D. Neighborhood Manners

For the Urban General, Urban Storefront, and Urban Residential BFS frontages, the following rules apply:

1. Where a site shares a COMMON LOT LINE with a DETACHED BFS frontage lot within the City Center Form District or an R-1 lot adjacent to the western boundary of the District:
 - a. There shall be at least a 20-foot setback from the COMMON LOT LINE. (*See figure 402.D.1.a.*)
 - b. Within 50 feet of the COMMON LOT LINE, and within 80 feet of any RBL, any structures shall have a maximum height of 30 feet. This

requirement supersedes the minimum STORY requirement. (See *figure 402.D.1.b-c.*)

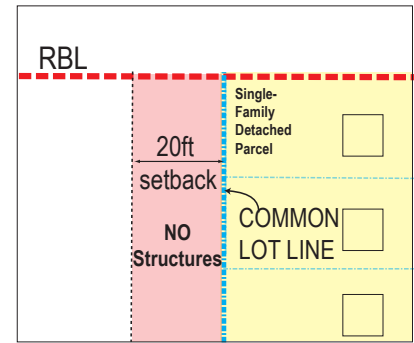
- c. Farther than 80 feet from any RBL, there shall be an additional 30 foot setback (for a total of 50 feet) from the COMMON LOT LINE for all structures. Surface parking is allowed. (See *figure 402.D.1.b-c.*)
2. Where a site has a COMMON LOT LINE with a Detached BFS frontage lot within the City Center District or an R-1 lot adjacent to the District, a GARDEN WALL, 4 to 6 feet in height, shall be constructed within one (1) foot of the COMMON LOT LINE. Trees from the Street Tree List shall be planted, on maximum 30-foot centers, within 10 feet of this wall.

E. Height

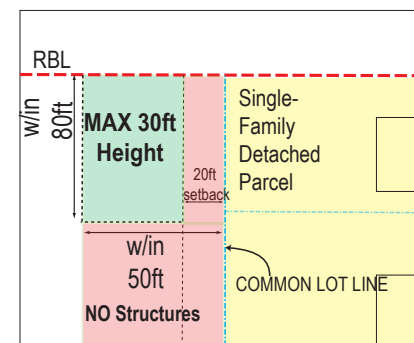
1. The height of all buildings is measured in STORIES, with an ultimate limit in feet, measured from the average fronting public sidewalk elevation to the top of the wall plate, unless otherwise specified in the individual BFS.
2. The minimum FACADE height that is required at the RBL is shown on the individual BFS.
3. The ceiling of an ENGLISH BASEMENT is at least 3 feet above sidewalk grade with windows above grade. ENGLISH BASEMENT units do not count against the STORY height limit but do count against the ultimate height measurement.
4. An ATTIC STORY is not included in the building height measurement.
5. MEZZANINES that have a floor area greater than 1/3rd of the floor area of the STORY in which they are located shall count as an additional full STORY in the building height measurement.
6. At least 80% of each STORY shall meet the minimum CLEAR HEIGHT prescribed in the individual BFS.
7. The GROUND STORY finished floor elevation requirements shall be measured at two points:
 - a. from the average exterior public sidewalk elevation at the RBL, and
 - b. within 30 feet of any RBL.

F. Siting

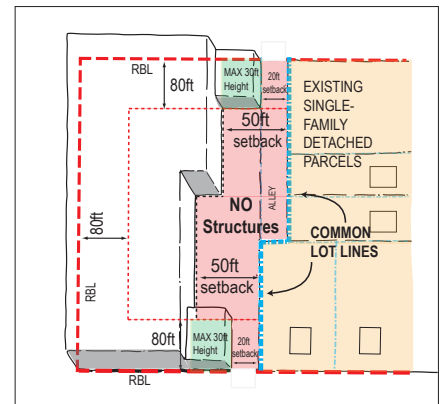
1. Building FACADES shall be built to the RBL as prescribed in the BFS. Single parcels with varied RBLs may select a single RBL and build to that designation.
2. The building FAÇADE shall be built to the RBL within the first 30 feet of a BLOCK CORNER, unless otherwise specified in the BFS. (See *figure 402.F.2.*)
3. The RBL, designated on REGULATING PLAN as an absolute line, incorporates an offset area (or depth) of 24 inches behind that line (into the BUILDABLE AREA) allowing for jogs, FAÇADE articulation, etc. unless otherwise designated herein. Therefore, where the FAÇADE is placed within that 24-inch zone, it is considered to be “built to” the RBL.



402.D.1.a. Neighborhood Manners -- Required setback

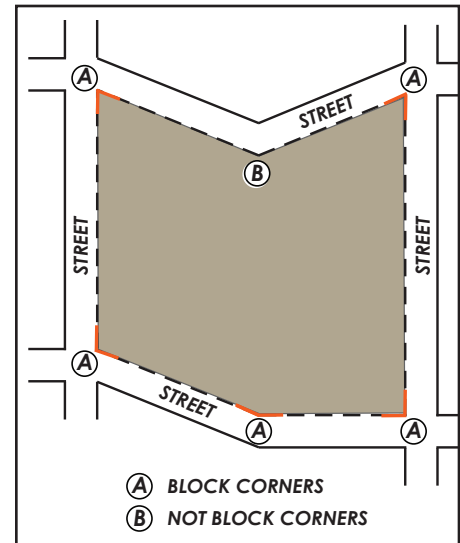


402.D.1.b. Neighborhood Manners -- Height limitations and required setbacks



402.D.1.c. Neighborhood Manners -- Limitations on buildable envelope

4. Where a STREET WALL is required, it shall be located along any RBL frontage that is not otherwise occupied by a building.
5. Buildings may only occupy that portion of the lot specified as the BUILDABLE AREA—the area behind the RBL as designated by the BFS.
6. No part of any building may be located outside of the BUILDABLE AREA except overhanging eaves, AWNINGS, BALCONIES, SHOPFRONTS, BAY WINDOWS, STOOPS, steps, or handicapped ramps approved by the Director. STOOPS, steps, and ramps shall not be located within the CLEAR WALKWAY. Where workable, for appropriate COMMERCE and RETAIL uses, temporary displays or cafe seating may be placed in the DOORYARD.
7. There is no required setback from ALLEYS (or COMMON DRIVES) except as otherwise indicated on the individual BFS. On lots without ALLEY access, there shall be a minimum 15-foot setback from the rear lot line.
8. The PARKING SETBACK LINE is generally 30 feet behind the RBL and extends, vertically from the first floor level, as a plane unless otherwise indicated on the REGULATING PLAN or in the individual BFS. Vehicle parking shall be located behind the PARKING SETBACK LINE, except where parking is provided below grade, on-street, or otherwise indicated on the REGULATING PLAN.
9. All lots, including CORNER LOTS and through lots, shall satisfy the build-to requirements for all their RBL frontages, and the DOORYARD and/or FRONT YARD requirements for each designated BFS, unless otherwise specified in this Code.



402.F.2. Block Corner diagram

G. Private Open Area

1. Any required PRIVATE OPEN AREA located on the ground shall have at least 1 tree per 800 square feet, of at least 2.5 inches in diameter at designated breast height (DBH) and at least 10 feet in overall height. Where new trees are planted to meet this requirement, they shall be no closer than five feet to any COMMON LOT LINE. Urban General, Urban Storefront, and Urban Residential lots that are reusing existing structures (without expansion) are exempt from this requirement.
2. Species must be selected from a list approved by the Director or their designee. Trees listed on the Norman Invasive Species list are prohibited from private open areas.

H. Garage and Parking

1. Curb cuts or driveways, except those along ALLEYS, shall be located at least 75 feet away from any BLOCK CORNER or parking structure entry on the same BLOCK FACE.
2. No portion of a parking structure (except for elevator penthouses) shall exceed the individual BFS ultimate building height in feet; however:
 - a. a parking structure may include additional levels of parking in excess of the building height limit in STORIES, and
 - b. parking on the open, roof level is permitted.

3. Any portion of a parking structure within 20 feet of a building constructed under this Code shall not exceed 40 feet or that building's primary ridge or parapet height, whichever is greater.

I. Elements

1. FENESTRATION is regulated as a percentage of the FAÇADE between floor levels. It is measured as glass area (including mullions and similar window frame elements with a dimension less than one inch) and/or as open area.
2. FENESTRATION shall be distributed such that no 30-foot square section of a FACADE violates the BFS percentage parameters.
3. Unless otherwise designated in the individual BFS, no window may be at an angle of less than 90 degrees from a COMMON LOT LINE within 3 feet, unless:
 - a. That view is contained within the lot (e.g. by a PRIVACY FENCE/ GARDEN WALL, opaque glass), or
 - b. The sill is at least 6 feet above its finished floor level.
4. No part of any building may project forward of the RBL except overhanging eaves, AWNINGS, SHOPFRONTS, BAY WINDOWS, STOOPS, steps, FRONT PORCHES, BALCONIES, or handicapped ramps approved by the Director.
5. GROUND STORY AWNINGS shall maintain a minimum horizontal clearance of 1 foot from any point where the TREE LAWN meets the CLEAR WALKWAY and shall maintain a CLEAR HEIGHT of at least 10 feet above the CLEAR WALKWAY.
6. BALCONIES may not project within 5 feet of a COMMON LOT LINE. Balconies and FRONT PORCHES may encroach within the public right-of-way, subject to the issuance of applicable permits and required permissions.
7. Where an individual BFS includes BALCONIES as a method for achieving the required PRIVATE OPEN AREA, the BALCONY shall not otherwise be enclosed above a height of 42 inches, except with insect screening and/or columns/posts supporting a roof or connecting with another BALCONY above.
8. BAY WINDOWS shall have an interior clear width of between four and eight feet at the main wall. BAY WINDOWS shall project no more than 42 inches beyond the RBL.
9. ATTIC STORIES are permitted within all BFS frontages.
 - a. On the RBL/FACADE side of the roof pitch (BLOCK interior elevations are not restricted) ATTIC STORY windows may only be located in DORMERS and/or gable-ends.
 - b. ATTIC STORY DORMERS are permitted so long as they do not break the primary eave line, are individually less than 15 feet wide, and their collective width is not more than 60 percent of the RBL FACADE length.
 - c. An ATTIC STORY may not occupy an area greater than 75% of the floor area of the STORY immediately below.

- d. ATTIC STORIES meeting the above standards do not count against the maximum building height in feet or STORIES.
- 10. At least one functioning entry door shall be provided along each GROUND STORY FAÇADE. No GROUND STORY FAÇADE may include a section of greater than 75 feet without a functioning entry door, unless otherwise specified in the BFS. (Only applies to STREET FRONTAGE that is the same as the street address.) A FAÇADE entry door is not required for any DWELLING UNIT with an entry door in a frontage-facing courtyard.
- 11. All FRONT PORCHES shall be completely covered by a roof. FRONT PORCHES may be screened when all architectural elements (columns, railings, etc.) occur on the outside of the screen on the side facing the STREET-SPACE. The finished FRONT PORCH floor height shall be no more than 8 inches below the first interior finished floor level of the building to which it is attached. FRONT PORCHES shall not extend past the DOORYARD into the CLEAR WALKWAY.
- 12. The finished STOOP floor height shall be no more than 8 inches below the first interior finished floor level of the building to which it is attached. STOOPS shall not extend past the DOORYARD into the CLEAR WALKWAY.
- 13. PRIVACY FENCES may be constructed along COMMON LOT LINES behind the RBL, and along ALLEYS. PRIVACY FENCES shall have a maximum height of 8 feet.

J. Architectural Materials (exteriors)

The Center City is a compact, walkable, mixed-use urban district. Traditional, sustainable, durable materials appropriate to the central Oklahoma climate are encouraged. Innovative, energy-efficient materials detailed appropriate to a pedestrian-scaled urban environment are encouraged. The following materials are prohibited:

- 1. Any lap siding except natural wood or cementitious fiber board.
- 2. Composition roofing shingles used as a wall material
- 3. Exposed fastener metal panels
- 4. Artificial stucco or EIFS, except high impact quality

K. Roof Configurations

Where CLEARLY VISIBLE FROM THE STREET-SPACE, pitched roofs, exclusive of roofs behind parapet walls, shall be pitched between 4:12 and 12:12. Shed roofs, attached to the main structure, shall be pitched between 3:12 and 8:12. (See *Section 402.N.2.* for standards for screening mechanical equipment.)

L. Civic Use Buildings

When CIVIC USE BUILDINGS are designated on the REGULATING PLAN, they are exempt from the BFS provisions except those required under *Section 402.D. 1-2 Neighborhood Manners.*

M. Signage

The standards in this section, *M. Signage*, apply in the Urban General, Urban Storefront, and Urban Residential frontages and supersede *Chapter 28 (Sign Regulations)* of the *Norman Municipal Code* in the areas so designated.

1. Intent and Guiding Illustrations

Signs along commercial and mixed-use frontages should be clear, informative and should weather well. Signage is desirable for advertising shops and offices, and as decoration. Signs should be scaled to the District: mixed-use, pedestrian-oriented, with slow-moving automobile traffic. Signage that is glaring or too large creates distraction, intrudes into and lessens the district experience, and creates visual clutter. The photographs in this *Section 402.M. Signage* are advisory only.

2. General Standards

- a. Wall signs are permitted within the area between the second STORY floor line and the first floor ceiling with a horizontal band not to exceed 2 feet in height. In no case shall this band be higher than 20 feet or lower than 11 feet above the adjacent sidewalk.
- b. Letters shall not exceed 18 inches in height or width. Signs shall not come closer than 2 feet to an adjacent COMMON LOT LINE.
- c. Additionally company logos or names may be placed within this horizontal band or placed or painted within ground floor or second STORY windows.
- d. A masonry or bronze plaque bearing an owner's or building's name may be placed in the building's cornice/parapet wall or under the eaves, and above the upper STORY windows. Any such plaque shall be no larger than a rectangle of 18 square feet.
- e. Blade signs (perpendicular to the REQUIRED BUILDING LINE) not more than 5 feet wide containing a maximum of 25 square feet per side and minimum 9 feet clear height above the sidewalk may be hung from the FACADE, or from an overhang or awning. Vertically oriented blade signs less than 30 inches wide may contain up to 30 square feet per side. No blade sign shall extend above the FAÇADE at the RBL.
- f. Neon signs are allowed within SHOPFRONT windows throughout the District.
- g. No more than 25% of a shop or store window may be covered by signage.
- h. Temporary sidewalk easel signs of up to 36" in height are permitted within the DOORYARD area. They may also be considered a permitted obstruction to the sidewalk or right-of-way, with prior approval from the City.
- i. All illumination of signs and buildings shall be by constant light—flashing, traveling, animated, or intermittent lighting shall not be mounted on the exterior of any building, whether such lighting is temporary or permanent.

3. Prohibited Signs

Outdoor advertising signs, roof signs, free-standing pole signs, monument signs, any kind of animation, and signs painted on the exterior walls of buildings. No digital, flashing, scrolling, traveling, animated, or intermittent lighting shall be on the exterior of any building whether such lighting is of temporary or long-term duration. Portable or wheeled signs and advertising



Wall sign



Blade sign



Painted window sign



Masonry parapet sign

located outside any building are not allowed except as specifically allowed for in Section M.2.h.

N. Lighting & Mechanical

1. Lighting Standards¹

- a. Street lights shall be located between 9 feet and 12 feet above grade with a maximum average spacing (per BLOCK face) of 60 feet on center on Storefront frontage sites, 75 feet on Urban General frontage sites, and 100 feet on other frontage streets along the street tree alignment line on each side of the street-space and travel lanes (unless otherwise indicated on the regulating plan). Full cut-off fixtures are required; design must be approved by City staff to meet a “uniform design” within the CCFBC District.
- b. Direct light (i.e. the lighting element) shall be shielded from view from public spaces and adjoining properties.
- c. Any lots with ALLEYS, except for the Detached Frontage, shall have full cut-off lighting fixtures. These fixtures shall illuminate the ALLEY, be between 9 and 16 feet in height, and not cause glare in adjacent lots.
- d. Flood or up-lighting shall not be used to illuminate private building walls or features; except that flood or up-lighting may be permitted on public or private CIVIC BUILDINGS, historic buildings, or monuments to highlight architectural features (such as church steeples or courthouse domes).
- e. Any accent lighting on private structures (except those identified in *Item d.*, above) shall be full cut-off.
- f. Site lighting shall be of a design and height and be located so as to illuminate only the lot. An exterior lighting plan shall be approved as consistent with these standards by the Planning and Community Development Staff.
- g. All illumination of signs and buildings shall be by constant light—flashing, traveling, animated, or intermittent lighting shall not be mounted on the exterior of any building, whether such lighting is temporary or permanent.
- h. Lighting for parking garages shall consider general Crime Prevention Through Environmental Design (CPTED) standards and guidelines.



Neon sign within shopfront window

2. Mechanical Equipment Standards

Mechanical equipment is generally any Heating, Ventilation and Air Conditioning (HVAC) or electrical machinery but also includes air compressors, mechanical pumps, exterior water heaters, water softeners, utility and telephone company transformers, meters or boxes, garbage cans, storage tanks, and similar elements. These elements should not be located in any public areas or be CLEARLY VISIBLE FROM THE STREET-SPACE. Mechanical equipment should not detract or interfere with the pedestrian space or block the sight

¹ Note: Need to incorporate the preferred OG&E specifications for street light standards here.

triangle. Water storage tanks above 100 gallons must be enclosed on at least two sides by the main structure.

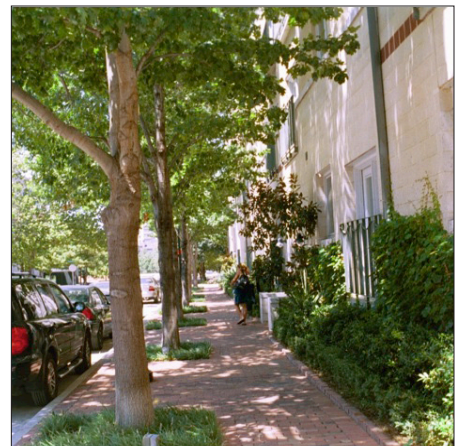
- a. Ground level equipment shall be placed behind and away from any REQUIRED BUILDING LINE, may not be stored or located within any STREET-SPACE, and shall be screened, i.e. not be CLEARLY VISIBLE FROM THE STREET-SPACE. Screening may be achieved by an approved STREET WALL or by placement behind the building or part thereof. These standards apply to: air compressors, mechanical pumps, exterior water heaters, water softeners, utility and telephone company transformers, meters or boxes, garbage cans, storage tanks, and similar equipment.
- b. Roof mounted equipment shall be placed behind and away from any REQUIRED BUILDING LINE and be screened from view from the STREET-SPACE.
 - (i) For pitched roofs, the equipment shall not be located on the roof pitch on the STREET-SPACE side.
 - (ii) For flat and/or parapet roofs, the screening shall be no more than 5 feet in height or the equipment shall be located farther than 20 feet from the REQUIRED BUILDING LINE.

403. Urban General Frontage

ILLUSTRATIONS AND INTENT

Note: These are provided as illustrations of intent. The illustrations and statements on this page are advisory only and do not have the power of law. Refer to the standards on the following pages for the specific prescriptions and restrictions of this Building Form Standard. Where these photos or statements may be inconsistent with the regulations, the regulations prevail.

Urban General is the basic urban STREET FRONTAGE, once common across the United States. The purpose of this frontage is to develop multi-story buildings with three or more DWELLING UNITS within a single structure or ATTACHED STRUCTURES and/or mixed-use placed directly at the sidewalk or behind small DOORYARDS, and with one or more entrances and windows across the FACADE. The uses range from commercial to residential, municipal to retail and restaurants— and combinations of all of the above. There could be several buildings lined up shoulder to shoulder, filling out a BLOCK, or on smaller BLOCKS, a single building might fill the BLOCK face. This frontage is designated in the most intense areas of the Center City District and it is anticipated that there will be significant pedestrian traffic along these BLOCKS.



HEIGHT

Building Height

1. The building shall be at least 2 STORIES in height at the REQUIRED BUILDING LINE (RBL)
2. Properties with C-3 zoning at the time of CCFBC adoption are exempt from maximum building height limitations. (See *Sec. 302.A. Center City Visioning Map* for applicable parcels.)
3. In all other locations, the maximum height of buildings shall conform with the maximum height requirements identified by the *302.C. Center City Maximum Building Height Map*.

Where designated on the REGULATING PLAN, the 5th STORY FACADE shall be stepped back at least 10 feet behind the RBL and no ATTIC STORY is permitted above it.

Ground Story Height

1. COMMERCE, RETAIL and CIVIC uses
(See also *Urban Storefront Standards on page 32.*)
 - a. The GROUND STORY finished floor elevation shall be:
 - i. no lower than the average fronting exterior sidewalk elevation;
 - ii. no higher than 18 inches above the average fronting public sidewalk elevation.
 - b. The GROUND STORY shall have a CLEAR HEIGHT of at least 12 feet along the RBL for a minimum depth of 25 feet.
2. Residential Units with RBL frontage
 - a. The GROUND STORY shall have a CLEAR HEIGHT of at least 9 feet.

Upper Story Height

The minimum CLEAR HEIGHT for each upper STORY is 9 feet.

SITING

Façade

1. On each lot the building FAÇADE shall be built to the REQUIRED BUILDING LINE for 100% of the RBL length.
2. Within 8 feet of the BLOCK CORNER, the GROUND STORY FAÇADE may be chamfered to form a corner entry.
3. On CORNER LOTS, the 100% RBL requirement shall only apply to the addressed STREET FRONTAGE, and the RBL requirement for the non-addressed STREET FRONTAGE shall be 65%.

Buildable Area

1. The BUILDABLE AREA is delineated as anywhere behind the RBL.
2. A PRIVATE OPEN AREA equal to at least 15% of the total BUILDABLE AREA shall be preserved on every lot. Up to 67% of the required PRIVATE OPEN AREA may be satisfied through the BALCONIES of individual units. At least 33% of the PRIVATE OPEN AREA shall comprise no more than two separate contiguous areas, as follows:
 - a. Where located at grade, such PRIVATE OPEN AREA may be located anywhere behind the PARKING SETBACK LINE, but not within any required side or rear setbacks.
 - b. Where provided above the GROUND STORY but below a

building's highest roof level, the PRIVATE OPEN AREA may be located forward of the PARKING SETBACK LINE (such as in a raised courtyard configuration) and shall open onto no more than one STREET-SPACE and shall be set back at least 30 feet from any BLOCK CORNER or BUILDING CORNER.

- c. Where located on the building's highest roof level, the PRIVATE OPEN AREA may be located anywhere on the roof.
3. A fee in lieu of the 15% minimum Private Open Area may be paid subject to approval by the Parks Board on a square footage basis of \$2.00 per square foot of the 15% Private Open Area. This fee shall be used for Public Open Space improvements within or adjacent to the City Center Area (such as Andrews Park or Legacy Trail).

Garage and Parking

Openings in any RBL for parking garage entries shall have a maximum CLEAR HEIGHT no greater than 16 feet and a clear width no greater than 22 feet.

ELEMENTS

Fenestration

1. Blank lengths of wall exceeding 20 linear feet are prohibited on all REQUIRED BUILDING LINES (RBL), and other fronting exterior walls, provided the walls are not within 3 feet of the property line.
2. GROUND STORY FENESTRATION shall comprise between 33% and 70% of the GROUND STORY FAÇADES, and other fronting exterior walls, provided they are not within 5 feet of the property line.
3. Upper STORY FENESTRATION shall comprise between 20% and 70% of the FAÇADE, and other fronting exterior wall area per STORY provided they are not within 5 feet of the property line. UPPER STORY FENESTRATION shall comprise between 10% and 70% of the upper story fronting exterior walls that are 3-5 feet from the property line.

Building Projections

1. AWNINGS shall project:
 - a. a minimum of 4 feet from the FAÇADE
2. AWNINGS may have supporting posts at their outer edge provided that they:
 - a. Have a minimum of 8 feet clear width between the FAÇADE and the AWNING support posts or columns, and
 - b. Provide a continuous walking path at least 5 feet wide within that clear width, running parallel to the AWNING posts/ columns.

Street Walls

1. One access gate no wider than 22 feet and one pedestrian entry gate no wider than 5 feet shall be permitted within any required STREET WALL.
2. A STREET WALL not less than 5 feet in height or greater than 12 feet in height shall be required along any RBL frontage that is not otherwise occupied by a building on the lot.

USE SPECIFICS

Ground Story

The GROUND STORY may house commerce, professional services, or residential uses. See height specifications above for specific requirements unique to each use.

Upper Stories

1. The upper STORIES may only house RESIDENTIAL or COMMERCE uses. *No restaurant or retail sales uses shall be allowed in upper STORIES unless they are second STORY extensions equal to or less than the area of the GROUND STORY use, except that restaurant uses are allowed on the roof level of Urban Storefront frontages.
2. No COMMERCE use, except for permitted rooftop restaurants, is permitted above a RESIDENTIAL use.
3. Additional habitable space is permitted within the roof where the roof is configured as an ATTIC STORY.

USE TABLE

The use table identifies the uses allowed in the Urban General BFS.

RESIDENTIAL DWELLING UNITS

Unit Minimums

No parcel containing a residential use shall contain less DWELLING UNITS than the number of stories allowed, as identified on the BFS Height Map minus one (1). Parcels without a building height limit containing a residential use shall have at least five (5) units. There is no maximum unit

requirement. Ground story commercial units shall count toward the residential dwelling unit minimum. All DWELLING UNITS on a parcel shall be contained within a single structure or set of ATTACHED STRUCTURES.

BUILDING CONSTRUCTION

Construction Codes

1. All structures building in the Urban General BFS shall be constructed in compliance with construction codes as follows:
 - b. The GROUND STORY shall be constructed to regulations of the Building Code as adopted in Section 6-201 of the Code of the City of Norman regardless of use.
 - c. All GROUND STORY construction shall be built to meet the most restrictive requirements of the following Use and Occupancy Classifications described in the Building Code: Assembly Group A, Business Group B, and Mercantile Group M.
2. All functioning entry doors for structures built in the Urban General BFS, including corner entries, shall be recessed so that the exterior landing at the door required by the Building Code, would not extend past the RBL.

USE CATEGORY		Urban General		Additional Regulations
		Ground Story	Upper Story	
RESIDENTIAL	Household Living	✓	✓	Sec. 704.B.1-2; 704. J, K.
	Group Living		✓	
COMMERCE	Office	✓	✓	Sec. 704.D.1-2
	Overnight Lodging	✓	✓	Sec. 704.E.1-3
	Recreation/Entertainment	✓	✓	Sec. 704.F.1-5
	Vehicle Sales	✓	✓	Sec. 704.F.6
	Passenger Terminal	✓		
	Child Care Center	✓	✓	See Part 9. Definitions
	Family Day Care Home	✓	✓	See Part 9. Definitions
	Retail Sales & Service	✓	✓	Sec. 704.F.2, 6, 7
	Restaurant/Bar/Lounge/Tavern	✓	✓	Sec. 704.F.1-5
	Art Studio/Artisinal Manufacturing	✓	✓	Sec. 704.F.7
	Research & Development	✓	✓	
	Self-service storage		✓	
	Auto Repair	✓		Sec. 704.G.
CIVIC	See Part 9. Definitions	✓		Sec. 704.C.

Key: ✓= Permitted Blank Cell = Not Permitted

URBAN RESIDENTIAL FRONTAGE DISTINCTIONS

All requirements in the Urban General BFS shall apply to the Urban Residential BFS with exception to the following:

1. The finished floor elevation shall be no less than 14 inches and no more than 8 feet above the average exterior public sidewalk elevation at the RBL.
2. The PRIVATE OPEN AREA is permitted anywhere behind the RBL pursuant to applicable FACADE requirements.
3. On each lot, the FACADE shall be built to:
 - a. the RBL for 100% for at least 12' in depth of the RBL length, or
 - b. the RBL for at least 70% for at least 12' in depth of the RBL length, provided PRIVATE OPEN AREA fronts the RBL and is enclosed on all other sides by a structure in a courtyard configuration.
 - i. Only one frontage-facing courtyard shall be allowed per every 50 feet of RBL frontage.
 - ii. Each wing of the structure surrounding the courtyard shall have a minimum width of 30% of the RBL length.
4. A STREET WALL not less than 4 feet or greater than 8 feet in height shall be required along any RBL frontage that is not otherwise occupied by a FACADE or PRIVATE OPEN AREA.

Live-Work Option

Once LIVE-WORK is designated on the REGULATING PLAN, these Urban General BFS standards shall apply, except that the GROUND STORY may be configured at grade, as a SHOPFRONT. (See 404. *Urban Storefront* for specific requirements and Part 7. *Building Functions* for restrictions on uses.)

RESIDENTIAL DWELLING UNITS

Unit Minimums

For parcels designated as Urban Residential south of Duffy Street, there shall be no residential DWELLING UNIT minimum. For all other parcels designated as Urban Residential, there shall be a residential DWELLING UNIT minimum of three (3) units. There is no maximum unit requirement. All DWELLING UNITS on a parcel shall be contained within a single structure or set of ATTACHED STRUCTURES. (See Center City Unit Minimum Map on page 18.)

USE TABLE

The use table identifies the uses allowed in the Urban Residential BFS.

USE CATEGORY		Urban Residential		Additional Regulations
		Ground Story	Upper Story	
RESIDENTIAL	Household Living	✓	✓	Sec. 704.B.1-2; 704.J, K.
	Group Living	✓	✓	
COMMERCE	Office	✓		Sec. 704.D.1-2
	Overnight Lodging	✓	✓	Sec. 704.E.1-3
	Recreation/Entertainment			Sec. 704.F.1-5
	Vehicle Sales			Sec. 704.F. 6
	Passenger Terminal			
	Child Care Center			See Part 9. Definitions
	Family Day Care Home	✓	✓	See Part 9. Definitions
	Retail Sales & Service	✓		Sec. 704.F.2, 6, 7
	Restaurant/Bar/Lounge/Tavern			Sec. 704.F.1-5
	Art Studio/Artisinal Manufacturing	✓		Sec. 704.F.7
	Research & Development			
	Self-service storage			
	Auto Repair			Sec. 704.G.
CIVIC	See Part 9. Definitions	✓		Sec. 704.C.

Key: ✓ = Permitted Blank Cell = Not Permitted

404. Urban Storefront Frontage

ILLUSTRATIONS AND INTENT

The Urban Storefront represents the prototypical “main street” form with shopfronts along the sidewalk and a mix of uses above. A high level of pedestrian activity is anticipated. It is a subset of the Urban General Frontage, with more specific requirements at the street level.



These photos are provided as illustrations of intent. They are advisory only and do not have the power of law. Refer to the standards below and on the previous pages for the specific prescriptions and restrictions of this Building Form Standard. Where these photos or statements may be inconsistent with the regulations, the regulations prevail.

Where Urban Storefront BFS is designated on the REGULATING PLAN, the Urban General BFS standards (previous pages) shall apply, except that the GROUND STORY configuration shall be for RETAIL—that of a SHOPFRONT.

- a. GROUND STORY uses are limited to RETAIL SALES or SERVICE, or PROFESSIONAL SERVICE within the first 20 feet behind the RBL.
- b. The minimum GROUND STORY CLEAR HEIGHT is 15 feet.
- c. The GROUND STORY FENESTRATION shall comprise between 50% and 90% of the GROUND STORY FAÇADE.
- d. Single panes of glass shall not be permitted larger than 10 feet in height by 6 feet in width.
- e. GROUND STORY windows may not be made opaque by window treatments or tinting (except operable sunscreen devices within the conditioned space). A minimum of 75% of the window surface shall allow a view into the building interior for a depth of at least 15 feet.
- f. SHOPFRONTS may extend up to 24 inches beyond the FAÇADE or RBL into the DOORYARD, but may not project into the CLEAR WALKWAY.
- g. For all parcels designated as Urban Storefront, there shall be a residential DWELLING UNIT minimum of three (3) units. GROUND STORY commercial units shall count toward the residential dwelling unit minimum.

405. Detached Frontage

ILLUSTRATIONS AND INTENT

Note: These photos and statements are provided as illustrations of intent and are advisory only. They do not have the power of law. Refer to the standards on the following pages for the specific prescriptions and restrictions of the Detached Building form standard. Where these photos or statements may be inconsistent with the regulations, the regulations prevail.

The Detached BFS Frontage is represented by the traditional one DWELLING UNIT structure with small front, side, and rear yards along a tree-lined street. Structures are 1 to 2 stories in height with pitched roofs and front porches. Its purpose is to protect the character of existing single family neighborhoods.



Detached

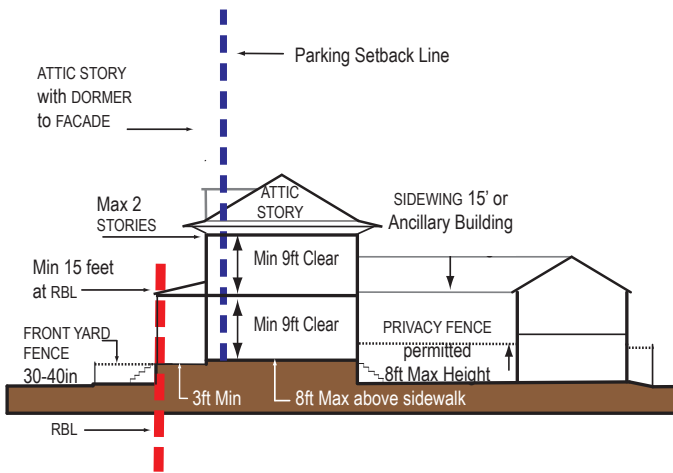


Diagram 405.a: Height

HEIGHT

Building Height

1. Each building shall be at least 15 feet at the REQUIRED BUILDING LINE (RBL), but no greater than 2 STORIES or 27 feet in height.
2. A SIDEWING shall be no higher than 15 feet.
3. Any ancillary structure in the BUILDABLE AREA at the rear of the lot shall be no higher than the principal structure on the lot.

Ground Story Height

1. The finished floor elevation shall be no less than 3 feet and no more than 8 feet above the average exterior sidewalk elevation at the RBL.
2. The GROUND STORY shall have an interior CLEAR HEIGHT of at least 9 feet.

Upper Story Height

Each upper STORY shall have an interior CLEAR HEIGHT of at least 9 feet.

Front Yard Fence

Any FRONT YARD FENCE has a minimum height of 30 inches and a maximum height of 40 inches.

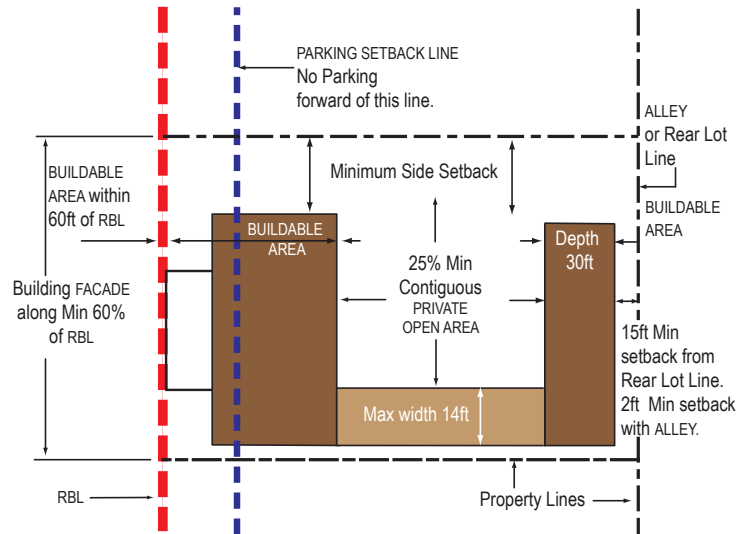


Diagram 405.b: Siting

SITING

Façade

1. On each lot the **FACADE** shall be built parallel to the **REQUIRED BUILDING LINE (RBL)** for at least 60% of the building width.
The **FRONT PORCH** shall be built-to the RBL.
2. For **CORNER LOTS** the minimum 60% build-to shall include the **STREET FRONTAGE** within 20 feet of the **BLOCK CORNER**.

Buildable Area

1. The BUILDABLE AREA is as defined in *Diagram 405.b.* above.
2. A contiguous PRIVATE OPEN AREA equal to at least 25% of the total BUILDABLE AREA shall be preserved on every lot. Such contiguous area shall be located at grade, anywhere behind the PARKING SETBACK LINE and not include any side or rear setbacks.

Lot Size and Setbacks

1. All lots of record are buildable under this code.
2. Newly subdivided lots shall have a minimum width at the RBL of 32 feet, a maximum width of 55 feet, and a minimum depth of 85 feet.
3. The minimum side lot setbacks are 5 feet or as otherwise designated on the REGULATING PLAN.
4. FRONT YARD setbacks: DEVELOPMENT and REDEVELOPMENT, may construct at the setback of the existing structure or follow an existing setback on an adjacent/neighboring property in the Detached Frontage BFS only.

Front Yard

The FRONT YARD/DOORYARD shall not be paved except for walkways.

Garages, Parking and Alleys

1. Garage doors shall not be located on the RBL/FAÇADE.
2. There is a 2 foot required setback from ALLEYS.

Detached

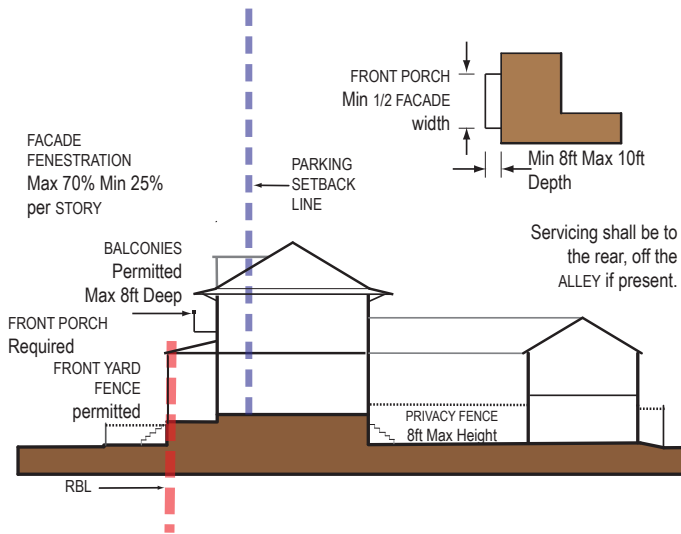


Diagram 405.c: Elements

ELEMENTS**Fenestration**

1. Blank lengths of wall exceeding 15 linear feet are prohibited on all FACADES.
2. FENESTRATION shall comprise at least 25%, but not more than 70%, of all FACADES.

Building Projections

1. Each building FACADE shall include a FRONT PORCH at the RBL, between 8 feet and 10 feet deep with a width not less than 1/2 of the FACADE width.
2. No part of any building except the FRONT PORCH roof (overhanging eaves) and steps may encroach beyond the RBL into the DOORYARD.

Doors/Entries

At least one functioning entry door shall be provided along the GROUND STORY FAÇADE. (Applies to STREET FRONTAGE, same as street address.)

Street Walls and Fences

1. There is no STREET WALL requirement.
2. Any FRONT YARD FENCE shall be within one foot of the CLEAR WALKWAY/DOORYARD line parallel to the RBL and along COMMON LOT LINES to a point at least even with the FACADE.
3. A PRIVACY FENCE may be constructed along a COMMON LOT LINE behind the FACADE.

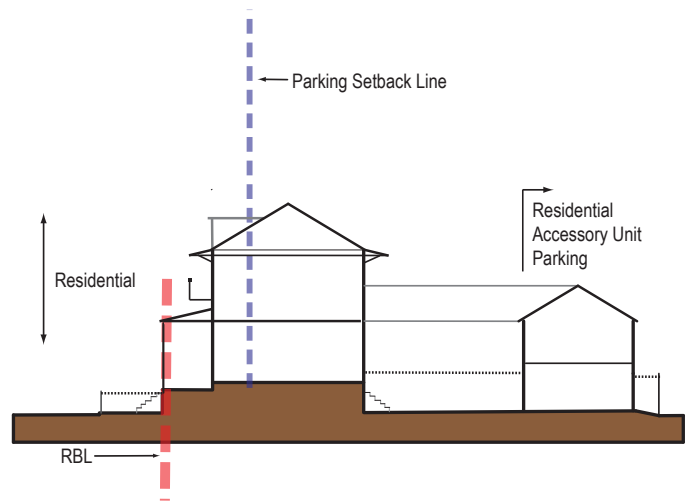


Diagram 405.d: Use

USE**All Stories**

1. Only RESIDENTIAL uses are permitted - one DWELLING UNIT or one DWELLING UNIT with an ACCESSORY UNIT allowed.
2. Additional habitable space is permitted within the roof where the roof is configured as an ATTIC STORY.

Accessory Uses

Parking and ACCESSORY UNIT (maximum 650 square feet) uses are permitted in the BUILDABLE AREA at the rear of the lot.

Part 5. Urban Space Standards

501. Applicability

- A. The Urban Space Standards apply to new DEVELOPMENT and REDEVELOPMENT as well as the reconstruction of existing streets and other public (and publicly accessible) spaces.
- B. The Urban Space Standards establish the rules and standards for the complete STREET-SPACE (especially streets and sidewalks).

502. Intent

- A. Although commonly thought of as just parks or greens, the urban space (or public realm) is much more; it includes the complete STREET-SPACE—the public domain between the building FAÇADES; the travel lanes between the curbs as well as the sidewalks; public plazas as well as urban squares and CIVIC GREENS.
- B. The Urban Space Standards have the following goals:
 - 1. To establish an environment that encourages and facilitates pedestrian activity. “Walkable” streets are comfortable, efficient, safe, and interesting.
 - 2. To ensure the coherence of the STREET-SPACE, serving to assist residents, building owners, and managers with understanding the relationship between the STREET-SPACE and their own properties.
 - 3. To contribute to ultimate sustainability. Native (and non-native adapted) trees and plants contribute to privacy, the reduction of noise and air pollution, shade, maintenance of the natural habitat, conservation of water, and storm-water management.
- C. Property frontages and building FAÇADES are part of the public realm, literally forming the walls of the public STREET-SPACE and are therefore subject to more regulation than the other portions of the private property.
- D. The private, interior portions of the lots (toward the ALLEY or rear lot lines) are much less regulated to allow commercial operators to utilize these spaces as efficient working environments unseen by the public and allow residents to have private (semi-private for apartment and condominium dwellers) gardens and courtyards.

503. Street Type Specifications

The Street Type Specifications illustrate the recommended typical configurations for STREET-SPACES within the Center City Form District. The plans and sections specify ideal vehicular travel lane widths, curb radii, sidewalks, tree planting areas, and on-street parking configurations. They also provide a COMPARATIVE PEDESTRIAN CROSSING time as a gauge of relative pedestrian crossing-comfort between the various street types. The streets within the CC Form District must work in conjunction with the Building Form Standards to create the type of walkable, mixed-use place envisioned by the community.

A. Intent and Principles

1. General Intent

- a. Streets are a community's first and foremost public spaces and should be just as carefully designed and planned as any park or public building. The character of the STREET-SPACE—both its scale and its details—determines the pedestrian quality of a given location.
- b. Streets must balance the needs of all forms of traffic—auto, transit, bicycle and pedestrian—to maximize mobility and convenience for all residents and users. Their character will vary depending on their location: some streets will carry a large volume of traffic and provide a more active and intense urban pedestrian experience while others will provide a less active and more intimately scaled STREET-SPACE.
- c. These are city streets—not highways or roads—and must be developed as such to create people-oriented places balancing all transportation modes. The neighborhood streets are designed primarily for walkability and pedestrian comfort, with automobile movement as a secondary focus. The Main, Gray and Boyd specifications grant more to the free movements of vehicles, while maintaining fair walkability.

2. Principles

- a. The appropriate design of streets is one of the most important design elements for *Center City place-making*.
- b. To design for continuous free-flowing vehicle traffic creates situations where vehicles will travel at speeds greater than desirable for pedestrians.
- c. With appropriate design, drivers will choose slower speeds and less aggressive behavior, a feat typically not achieved through basic speed limit signage/postings.
- d. Scale is a threshold design consideration for street design elements (from signage to crossing distances)—in a neighborhood, town or city it should be that of the pedestrian.
- e. An interconnected street network allows traffic capacity to be diffused and maintained across numerous streets.
- f. Emergency vehicle access must be maintained, but with an interconnected street network, there will always be at least two routes of access to any lot or parcel.

- g. Differences between “requirements” and “preferences” can be significant—increased lane width and the accompanying increased vehicle speed more often than not decrease the overall safety for pedestrians.
- h. On-street parking slows passing vehicular traffic and acts as a buffer between moving vehicles and pedestrians. City staff will review and approve on-street parking design on a case-by-case basis depending on the street classification.
- i. Overall function, comfort, safety and aesthetics of a street are more important than automobile efficiency alone.
- j. In a pedestrian-oriented area, non-vehicular traffic should be provided with every practical advantage so long as safety is not adversely affected.
- k. Street design should take into consideration what is reasonably foreseeable, not every situation that is conceivably possible.
- l. Designing a street to facilitate (rather than accommodate) infrequent users may actually result in the wrong design for the frequent users of the STREET-SPACE.
- m. When the street design creates a conflict between the vehicular and non-vehicular user, it should be resolved in favor of the non-vehicular user unless public safety will be truly jeopardized by the resolution.

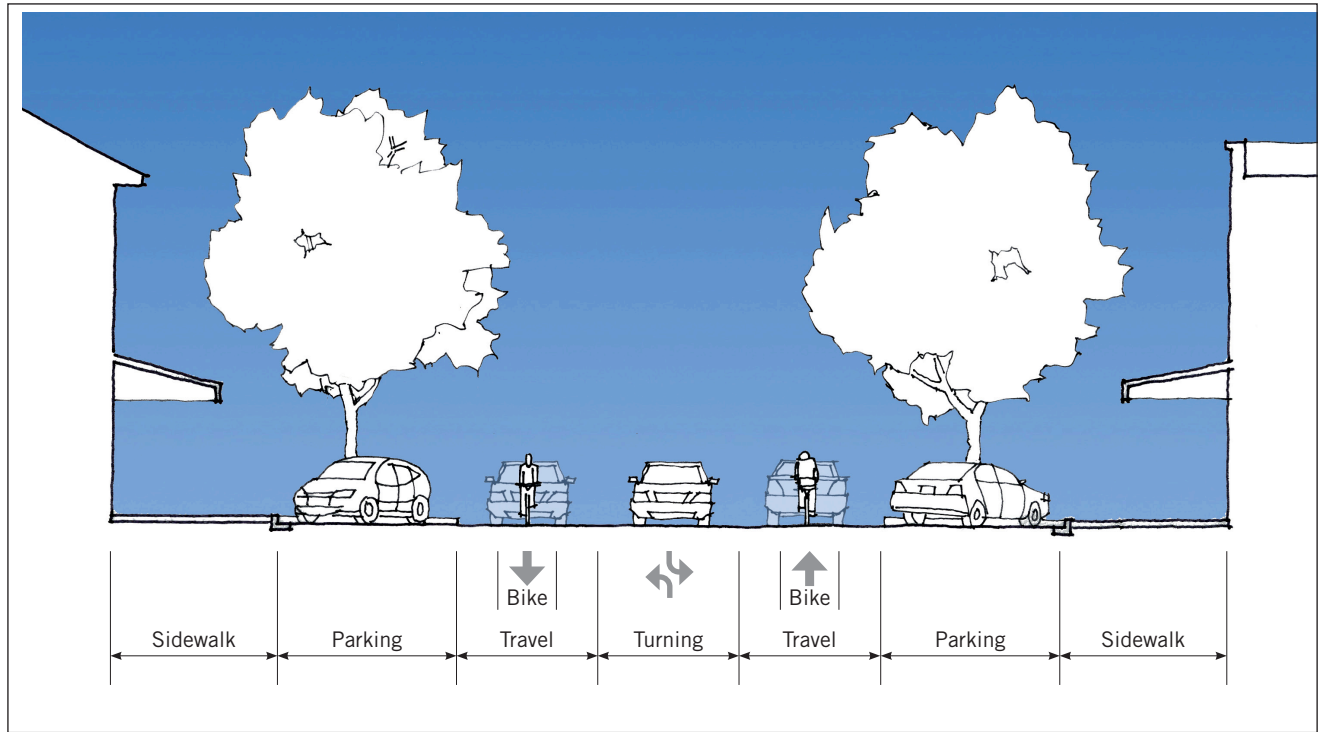
B. Street Types

1. These are the proposed street types and ideal configurations within the CC Form District. The numbers refer to dimensions within the STREET-SPACE. The first number¹ is the literal STREET-SPACE (the distance between FAÇADES across the street) and the second is the distance to the back-of-curb (includes travel lanes, any on-street parking, and curb and gutter).
 - a. Main Street: MS-98/43
 - b. Boyd Street: ST-88/43
 - c. Neighborhood Street: ST-80+/38
 - d. Neighborhood Street: ST-66+/38
 - e. Alley: A-24

See *Diagrams 503.B.1.a.-e.* on the following pages.
2. On Main Street: MS - 98/43 specification, sharrows, clearly marked shared bicycle and automobile lanes are shown. On Boyd Street: ST - 88/43 specification, dedicated bike lanes are shown. The other street types are configured such that in-lane bicycle travel is encouraged and appropriate.
3. DOORYARDS and ALLEYS are generally reserved for utility easements.

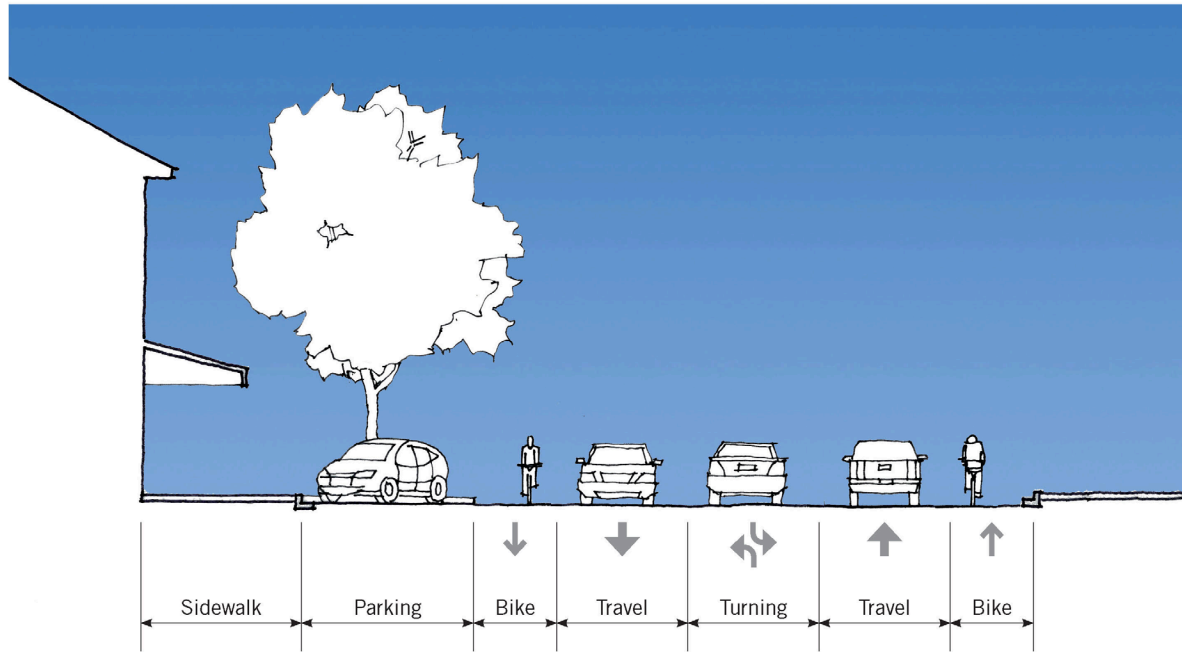
¹ Note: Due to the fact that the existing rights-of-way within the CC Form District vary dramatically, the first number for the Neighborhood Streets includes a plus (+) sign. The distance above the base number (either 80 or 66) is typically added to the front yard or dooryard space in the Neighborhood Street Type diagrams on the following pages.

Diagram 503.B.1.a: Main Street: MS-98/43



Note: Illustration is advisory only

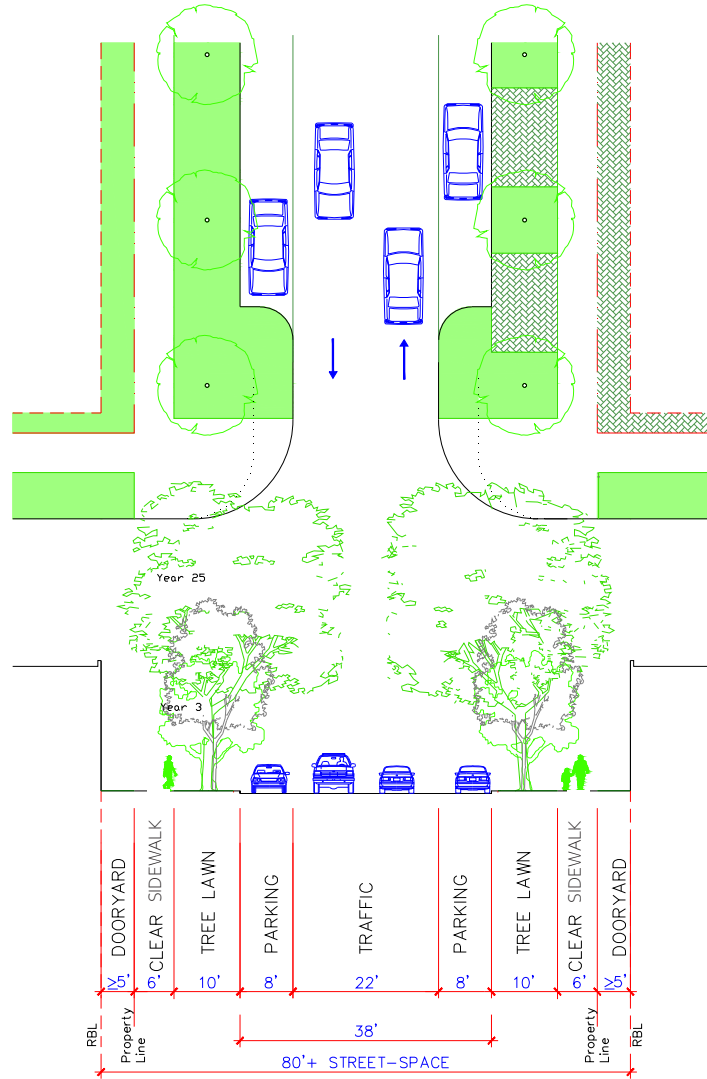
Diagram 503.B.1.b: Boyd Street: ST-88/43



Note: Illustration is advisory only

Diagram 503.B.1.c: Neighborhood Street: ST-80+/38

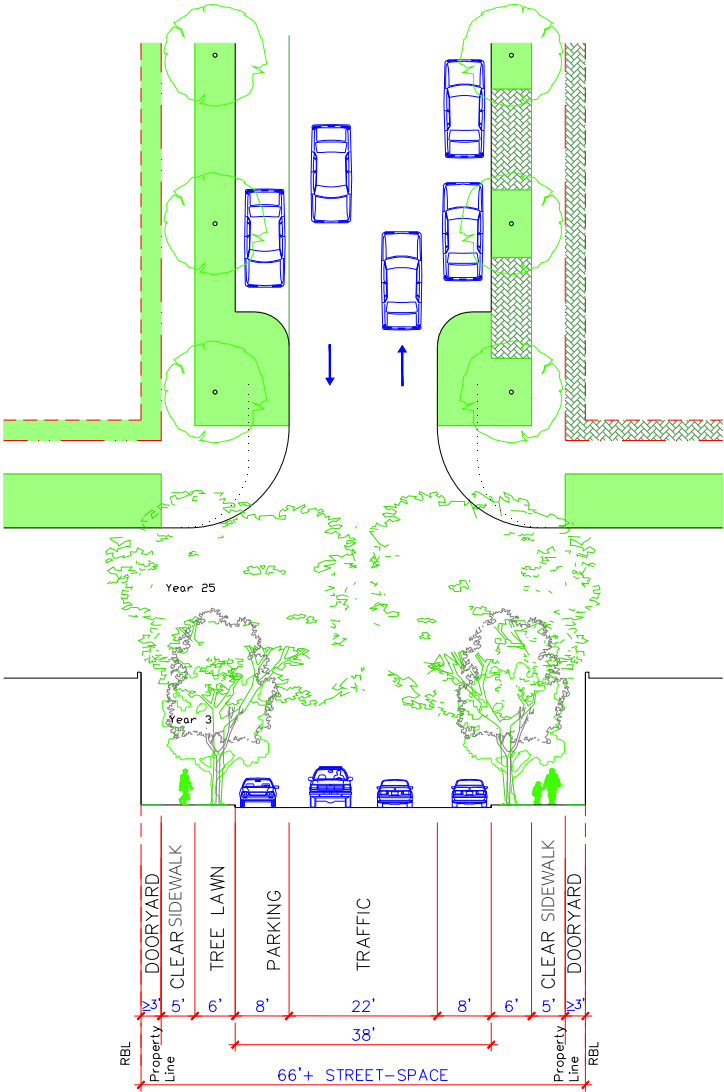
Neighborhood ST 80+/38



STREET-SPACE	80', per RBL
Traffic Lanes	11'
TREE LAWN	10'
Clear Sidewalk	6'
DOORYARD	see Regulating Plan, 5'typ.min.
type	street
movement	Free
design & posted speed	20-25 mph
on street parking	Both Sides, Striped
Right of Way	70' (varies)
pavement width	38'
curb type	vertical
curb radius	20' with curb extensions 10' w/o
planting	Street Trees Max Avg 30'ctc
comparative pedestrian crossing time	5.9 seconds w/curb extensions. 10.2 seconds without

Note: Illustration is advisory only

Neighborhood ST 66+/38

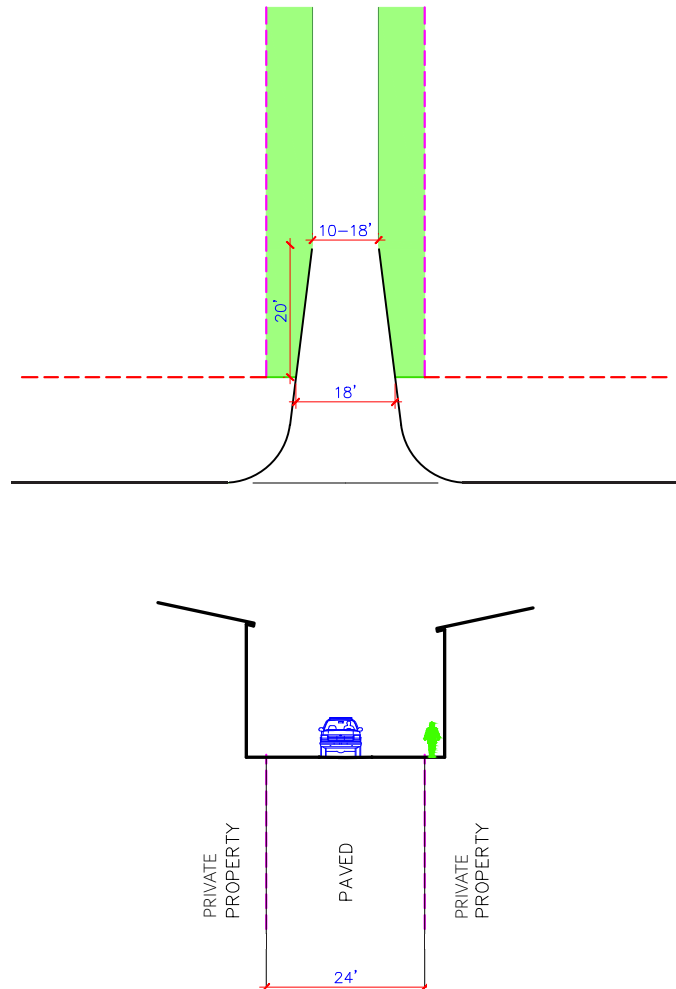


STREET-SPACE	66', per RBL
Traffic Lanes	11'
TREE LAWN	6'
Clear Sidewalk	5'
DOORYARD	see Regulating Plan, 3'typ.min.
type	street
movement	Free
design & posted speed	20-25 mph
traffic function	two way
on street parking	Both Sides, Striped
Right of Way	60' (varies)
pavement width	38'
curb type	vertical
curb radius	20' with curb extensions 10' w/o
planting	Street Trees Max Avg 30'ctc
comparative pedestrian crossing time	5.9 seconds w/curb extensions. 10.2 seconds without

Note: Illustration is advisory only

Diagram 503.B.1.e: Alley: A-24

Alley A-24



ROW or Easement	24'
type	alley
movement	Slow
design speed	5–10 mph
traffic function	two way– Yield Situation
pavement width	10'–18'
curb type	vertical, at Entry Only
curb radius	10–15"
comparative pedestrian crossing	4.3 seconds

Note: Illustration is advisory only

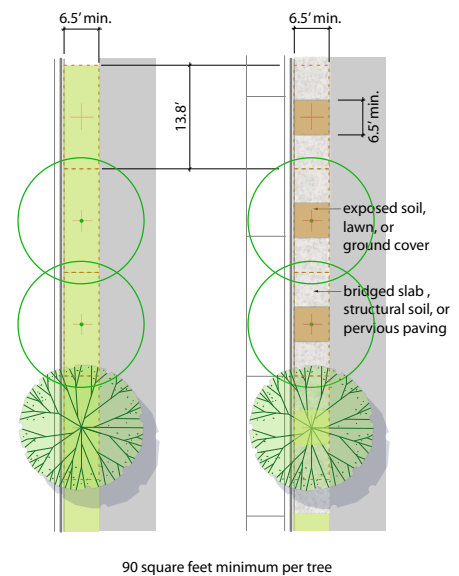
504. Streetscape Standards

A. General Provisions

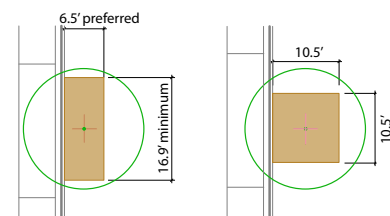
1. All plant material (including trees) shall pass any inspections required under State regulations.
2. All turf grass shall be solidly sodded at installation—not seeded, sprigged, or plugged. Vegetative groundcovers may be used in place of turf grass.
3. In addition to the lot, the owner must maintain the following areas:
 - a. The portion of the STREET-SPACE between their RBL and the back of the curb.
 - b. The portion of the ALLEY between the lot line and the edge of the ALLEY pavement.
4. Mechanical and electrical equipment including, but not limited to, air compressors, pumps, exterior water heaters, water softeners, private garbage cans (not including public sidewalk waste bins), and storage tanks may not be stored or located within any STREET-SPACE. (Water pumps for public fountains or irrigation not visible are not included in this prohibition. Temporary placement of private garbage cans within the STREET-SPACE may be allowed to accommodate scheduled pick-up.)

B. Street Trees

1. Each STREET-SPACE must have STREET TREES planted along the STREET TREE ALIGNMENT LINE (generally 3 to 3½ feet from the back of the curb unless otherwise specified in the REGULATING PLAN or Street Type Specification) at an average spacing not greater than 30 feet on center (calculated per BLOCK FACE). Where necessary, spacing allowances may be made to accommodate curb cuts, fire hydrants and other infrastructure elements; however, in no location may STREET TREE spacing exceed 45 feet on center except where necessary for transit stops or stations. Required STREET TREE planting area configurations are specified in the Street Type Specifications and below.
2. Required tree planting area minimum specifications are as follows:
 - a. STREET TREE planting areas shall be at grade or not greater than six inches in height above or below the sidewalk
 - (i) Soil surface area shall not be less than 110 square feet per isolated tree or 90 square feet per tree for connected (TREE LAWN) situations. (See *Illustrations 504.B.2(i) and (ii).*)
 - (ii) No dimension of the soil surface area may be less than 6 feet unless otherwise specified in this Code.
 - (iii) The Street Type Specifications above are configured for street tree trenches. The above requirements may be met through the use of bridged slab, structural soil, or other techniques that clearly exceed these standards in the fostering of vital and long-lived STREET TREES.



Continuous Tree Lawn Continuous Soil Area
504.B.2(i) Connected Situation



Individual Tree Planting
504.B.2(ii) Isolated Tree Situation

- b. At planting, STREET TREES shall be at least 2.5 inches in diameter at designated breast height (DBH) and at least ten feet in overall height. Species must be selected from the STREET TREE LIST (see Tree Lists). Consult with the designated City staff for the designated tree species for a particular STREET-SPACE.
- c. Any unpaved ground area shall be planted with groundcover, flowering vegetation, or climbing vines, not to exceed 12 inches in height. STREET TREES must be “limbed up” as they gain appropriate maturity so as to not interfere with pedestrian or truck travel (minimum 7 feet clear over the sidewalk and 14 feet over any travel lanes) and to maintain visibility.

C. Streetscape Elements

- 1. At the time of DEVELOPMENT, the developer is required to install sidewalks, as illustrated in Street Type Specifications, on the side of the STREET-SPACE being developed.
- 2. Sidewalks not otherwise designated in the REGULATING PLAN or Street Type Specifications shall be a minimum of six feet wide and be constructed to meet all City (and ADA) standards and specifications.
- 3. Street furniture is an element of the overall STREET-SPACE design—not an afterthought. Street furnishings should be simple, functional, and durable.

D. On-Street Parking

- 1. On-street parking spaces shall count towards parking requirements. (See *Section 603.C.*)
- 2. The parking space/tree planting pattern may be interrupted by existing or new driveways designated in the REGULATING PLAN, streets, and ALLEYS, but the requirements in B.1 above shall be met, except where necessary for any transit stops or stations.
- 3. Parking spaces must be constructed in a manner that allows proper drainage (generally a “w” profile, having a gutter pan between the travel and parking lanes).
- 4. Where required, bicycle parking shall be provided on the same lot as the DEVELOPMENT. (See *Appendix C* for additional requirements.)
 - a. For residential lots containing more than three DWELLING UNITS on the same lot, there shall be one bicycle parking space provided for the first eight (8) car parking spaces, and one bicycle space for each ten (10) car spaces provided thereafter. Single family, two-family, and three-family units on the same lot are exempt from the requirement to provide bicycle parking facilities.
 - b. For other non-residential uses, there shall be one bicycle parking space provided for any parking area containing at least eight car spaces, and one additional bicycle space for each twenty (20) car spaces thereafter.

5. On-street parking shall comply with applicable ordinances regarding distance to intersections, stop signs, and other street elements.

505. Plazas, Squares and Civic Greens

A. Intent

1. These standards apply to those spaces that are either publicly owned or publicly accessible, as designated on the REGULATING PLAN.
2. SQUARES, CIVIC GREENS and plazas should be situated at prominent locations. The green plants and trees of SQUARES and CIVIC GREENS provide a landscape and civic architecture that complement the surrounding private building architecture.
3. SQUARES are active pedestrian centers. CIVIC GREENS are spaces intended for less intensive foot traffic. Surface treatment is regulated accordingly.
4. Pervious paving materials (to allow oxygen for tree roots and absorb stormwater run-off) are encouraged in both SQUARES and CIVIC GREENS, and the percentage of impervious paving material is limited. Pervious paving materials must be approved by the Public Works Department. (see 505.C. *Materials and Configurations* below.)

B. Standards

SQUARES and CIVIC GREENS must be designed, planted and maintained according to the following requirements:

1. SQUARES and CIVIC GREENS shall have at least 60 percent of their perimeter fronting public rights-of-way. Both shall be surrounded by STREET TREES. Their dimensions shall be no narrower than a 1:5 ratio and no SQUARE or CIVIC GREEN width or breadth dimension shall be less than 25 feet.
2. Appropriate to their high (pedestrian) traffic level SQUARES must be designed with a higher percentage of paved surface area. (see C.2 below)
3. A clear view through the SQUARE or CIVIC GREEN (from two to seven feet in height) is required, both for safety and urban design purposes.
4. SQUARES and CIVIC GREENS shall not include active recreation structures such as ball fields and courts.

C. Materials and Configurations

1. General

- a. STREET TREES shall be planted along the alignment shown in the street type specification, and in accordance with *Section. 504, B. Street Trees*. They may (generally will) be of a different species than the connecting streets.
- b. The ground surface level elevation shall be between 0 and 18 inches above the top of the adjacent curb.
- c. The maximum slope across any SQUARE or CIVIC GREEN shall not exceed ten percent.

- d. Except for tree trunks, streetlights, CIVIC USE BUILDINGS, public art or monuments, there shall be a clear view between two and seven feet above grade. The foliage of newly planted trees may intrude into this area until the tree has sufficient growth to allow such a clear trunk height.
- e. Trees within a SQUARE or CIVIC GREEN may also be selected from the public space tree lists (see *Section 506. Tree Lists*).
- f. Asphalt is prohibited within a SQUARE or CIVIC GREEN tract.

2. Squares

Appropriate to their high (pedestrian) traffic level, SQUARES shall incorporate a higher percentage of paved surface area. Surface treatment and materials (within the back-of-curb to back-of-curb area, excluding any CIVIC USE BUILDING, public art or monument footprint) shall be between 20 percent and 35 percent unpaved pervious surface (turf, groundcover, gravel, soil or mulch).

3. Civic Greens

Appropriate to their less intensive character, CIVIC GREENS shall be designed with a lower percentage of paved surface area. Surface treatment and materials (within the area back-of-curb to back-of-curb area excluding any CIVIC USE BUILDING, public art or monument footprint) shall be a minimum 50 percent unpaved pervious surface area (such as turf, groundcover, gravel, soil or mulch).

4. Pedestrian Pathway

The area within a PEDESTRIAN PATHWAY shall be a public access easement or public right of way. The easement width for these pathways must not be less than 20 feet with a paved walkway not less than ten feet wide providing an unobstructed view straight through its entire length, except where otherwise specified on the REGULATING PLAN.

506. Tree Lists

A. General

1. The following lists contain all approved tree species for use in the CC Form District. The lists include native and acceptable adapted species. Other species may be used for planting within a private lot. These lists may be periodically reviewed for disease and climate appropriateness and amended by the City, as necessary.
2. Invasive exotic species may not be used anywhere on private lots or other areas.

B. Street Trees

1. Species in the Street Tree List are for placement as shown in Street Type Specifications, or as specified in the REGULATING PLAN for placement along the STREET TREE ALIGNMENT LINE. The use of alternate species may be permitted, but only if approved by the designated City staff.

2. STREET TREES are part of an overall STREET-SPACE plan designed to provide both canopy and shade and to give special character and coherence to each street. The desired aesthetic must be achieved through the use of native and/or proven hardy adapted species. Appropriate STREET TREE species may change over time and this list may be periodically amended by the designated City staff. Inclusion in this list shall be based on the following criteria:
 - a. Structural – STREET TREES shape and subdivide the STREET-SPACE, increasing pedestrian comfort and adding (literal) value to the street/community. “Canopy Shade Tree” species grow to heights in excess of 60 feet and have a broad canopy—enabling them to clear auto traffic and pedestrians, form a ceiling-like enclosure, and open a clear view of the STREET-SPACE, FAÇADES, and SHOPFRONTS at eye-level.
 - b. Pragmatic – Life as a typically placed street tree is nasty, brutish, and short. Few species are tough enough to survive and grow. Appropriate species have special tolerance to salt and soil compaction. STREET TREE planting techniques and configurations provide a healthy environment in which the tree can thrive—this will ensure that the trees increase their value to the community as they grow.
 - c. Design – Species are planted consistently along a given STREET-SPACE to provide a special form and character. This provides species diversity at the same time it provides a specific street character by planting different STREET-SPACES with different trees.

STREET TREE LIST

(Large Canopy Trees – mature height 60 feet and above)

<i>Celtis occidentalis</i>	Common Hackberry
<i>Ginkgo biloba</i>	Ginkgo (male only)
<i>Gleditsia triacanthos</i> var. <i>inermis</i>	Thornless Honey Locust
<i>Platanus acerifolia</i> ‘Yarwood’	Yarwood Plane tree
<i>Platanus occidentalis</i> ‘Bloodgood’	London Plane tree
<i>Quercus acutissima</i>	Sawtooth Oak
<i>Quercus alba</i>	White Oak
<i>Quercus coccinea</i>	Scarlet Oak
<i>Quercus muhlenbergii</i>	Chinquapin Oak
<i>Quercus palustris</i>	Pin Oak
<i>Quercus phellos</i>	Willow Oak
<i>Quercus buckleyi shumardii</i>	Red Oak
<i>Quercus velutina</i>	Black Oak
<i>Tilia Americana</i>	Basswood/American Linden
<i>Ulmus hollandica</i> ‘Groenveldt’	Groenveldt Elm
<i>Ulmus americana</i> “libertas”	Liberty Elm
<i>Ulmus parvifolia</i>	Chinese/Lacebark/Drake Elm

3. Public Space Trees

In addition to the above trees, the following trees may be placed within DOORYARDS, SQUARES OR CIVIC GREENS.

PUBLIC SPACE TREE LIST

<i>Carya illinoensis</i>	Pecan
<i>Cerus canadensis</i> var. <i>texensis</i>	Texas Redbud
<i>Cerus x texensis</i>	Oklahoma Redbud
<i>Juglans nigra</i>	Black Walnut
<i>Magnolia grandiflora</i>	Magnolia
<i>Quercus macrocarpa</i>	Bur Oak
<i>Quercus muhlenbergii</i>	Chinquapin Oak
<i>Taxodium ascendens</i>	Pond Cypress
<i>Taxodium distichum</i>	Bald Cypress

4. Private Space Plantings

No trees or other plant species that have been identified as invasive may be planted in any outdoor location within the City Center District.

Part 6. Parking and Loading Standards

601. Intent

- A. Promote a “park once” environment that will enable people to conveniently park and access a variety of commercial, residential, and civic enterprises in pedestrian friendly environments by encouraging shared parking.
- B. Reduce fragmented, uncoordinated, inefficient, reserved single-purpose parking.
- C. Avoid adverse parking impacts on neighborhoods adjacent to REDEVELOPMENT areas.
- D. Maximize on-street parking.
- E. Provide flexibility for REDEVELOPMENT of small sites and for the preservation or reuse of historic buildings.
- F. Increase visibility and accessibility of public parking.
- G. Support and encourage a multi-modal, bicycle and pedestrian-friendly environment.

602. Other Applicable Regulations

Pervious surfaces approved by the City Engineer are encouraged for surface parking lots.

603. Minimum Parking Requirements

- A. Properties zoned C-3 at the time of CCFBC adoption are exempt from these minimum parking requirements. See *Part 3. Section 302., 302.A., Center City Visioning Map*, for the applicable parcels. Properties zoned C-2 and located on Gray Street extending from Lahoma Avenue on the West to the railroad tracks on the East shall also be exempt from the minimum parking requirements of the CCFBC.
- B. There is no minimum parking requirement for the re-use or renovation of an existing structure in which there is no gross floor area expansion.
- C. An inset parking space located on a public street may be included in the calculation of parking requirements if it is adjacent to the building site (where more than 50% of the space is located within the street fronting the DEVELOPMENT parcel). On-street parking is subject to approval from the City of Norman’s Transportation Engineer.
- D. Each on-street parking space may only be counted once.
- E. Minimum reserved parking: Reserved parking includes all parking that is not shared parking.
 - 1. COMMERCE/CIVIC uses: There is no minimum requirement for reserved parking.

2. Residential—minimum reserved parking spaces per unit:
 - a. STUDIO unit .5 spaces/unit
 - b. 1 BEDROOM unit .5 spaces/BEDROOM
 - c. 2 BEDROOM unit .5 spaces/BEDROOM
 - d. 3 BEDROOM unit or greater 1 space/BEDROOM

F. Minimum Shared Parking for Urban General, Urban Storefront, and Urban Residential Frontages:

1. COMMERCE: There are no minimum shared parking requirements where the non-residential Gross Floor Area (GFA) is under 10,000 square feet. Sites over 10,000 square feet in non-residential GFA shall have a minimum of 1 and 1/4 spaces per 1,000 square feet of non-residential GFA provided as shared parking.
2. Shared parking shall be designated by appropriate signage and markings (parking shall be clearly visible and accessible to the public) as determined by the Director.

G. Achieving parking requirements:

1. Parking shall be located and configured in compliance with the PARKING SETBACK LINE or other regulations for the site on which it is located, as indicated on the REGULATING PLAN and/or BUILDING FORM STANDARD.
2. Minimum parking requirements may be met either on-site or within a 1000-foot walking distance of the DEVELOPMENT.
3. Parking lot design is up to the discretion of the developer. A parking lot striping plan must be provided by the developer.
4. Parking spaces shall be at least 162 square feet in area with a minimum width of 8.5 feet.
5. CORNER LOTS less than 12,900 total square feet shall only be required to comply with the parking setback line at the front of the property and not the side street. For the purposes of this paragraph, the frontage street is the same as the street address.

H. Bicycle Parking: sites and/or projects over 10,000 square feet in land area have the following requirements: (Appendix C)

1. For COMMERCE, the developer must provide 1 employee bicycle parking rack (2-bike capacity) per 5,000 square feet of commercial floor area and 1 visitor/customer bicycle parking rack (2-bike capacity) per 10,000 square feet of commercial floor area. The employee and visitor racks may be co-located.
2. For RESIDENTIAL, the developer must provide 1 tenant bicycle parking rack (2-bike capacity) per 4 units and 1 visitor bicycle parking rack (2-bike capacity) per 10 units. Projects under 4 units shall have no requirement.
3. Bicycle parking facilities shall be visible to intended users. The bicycle parking facilities shall not encroach on any area in the public right



603.H.4.Consolidated public bicycle parking

of way intended for use by pedestrians, nor shall they encroach on any required fire egress.

4. On-street bicycle parking spaces (typically along the STREET TREE ALIGNMENT LINE) may be counted toward the minimum customer/visitor bicycle parking requirement. (For areas with constrained STREET-SPACE, an optional approach is to consolidate public bicycle parking in a single dedicated on-street parking space per BLOCK. *See figure 603.H.4.*)

- I. Permissive parking and loading facilities. Nothing in this ordinance shall be deemed to prevent the voluntary establishment of off-street parking or loading facilities to serve any existing use of land or buildings, in accordance with all regulations herein governing the location, design, and operation of such facilities.

J. Off-Site Parking

1. Off-site parking shall be located and configured in compliance with the PARKING SETBACK LINE or other regulations for the site on which it is located, as indicated on the REGULATING PLAN and/or BUILDING FORM STANDARD.

K. Tandem Parking

1. Tandem parking is only allowed for:
 - a. Single-family residential projects; and
 - b. Residential projects and the residential component of mixed-use projects.
2. Parking spaces shall be at least 162 square feet in area with a minimum width of 8.5 feet.
3. Tandem parking spaces shall follow normal parking space size requirements.

604. Reserved

605. Parking Lot Plantings

- A. For any surface parking lot not separated from the STREET-SPACE by a building, the space between the RBL and the PARKING SETBACK LINE shall be planted with canopy shade trees from the Tree Lists in *Part 5. Urban Space Standards*. Trees shall be planted at an average distance not to exceed 30 feet on center and aligned parallel 3 to 7 feet behind the RBL/STREET WALL.
- B. The edge of any Urban General or Urban Storefront surface parking lot adjacent to a Detached or Urban Residential lot shall:
 1. Be planted with canopy shade trees from the Tree Lists in *Part 5. Urban Standards*, placed at an average distance not to exceed 40 feet on center and aligned parallel 3 to 7 feet behind the COMMON LOT LINE.
 2. Have a STREET WALL, GARDEN WALL or PRIVACY FENCE along the COMMON LOT LINE.

606. Loading Facilities

- A. No loading facilities are required.
- B. Where loading facilities are provided, they shall be located to the rear and/or ALLEY side of buildings.

Part 7. Building Functions

701. General Provisions

A. Permitted Uses

Permitted uses by BUILDING FORM STANDARD Frontage are shown in *Section 702* with additional regulations, as applicable. The categories in the use table are further listed and detailed in *Section 703 and 704*.

B. Use Determination

1. The Director is responsible for categorizing all uses, and applying the uses set forth in *Section 702, Use Table*. If a proposed use is not listed in a use category, but can be said to be reasonably similar in impact on the CC Form District to a listed use, the Director shall treat the proposed use as a use under that category. If a proposed use is not listed in a use category, and is fundamentally different from any other listed use, the use shall be prohibited. Also, the Director may make such decisions pursuant to *Section 104, Other Applicable Regulations, Subpart (B)*.
2. Uses Not Specifically Listed: When determining whether a proposed use is similar to a use listed in *Section 703*, the Director shall consider the following criteria:
 - a. The actual or projected characteristics of the proposed activity in relationship to the stated characteristics of each use.
 - b. Types of vehicles used and their parking and/or loading requirements.
 - c. The likely impact on surrounding properties.
 - d. The intent of the CC Form District.

C. Temporary Uses and Structures

Temporary structures such as shipping containers and other modular structures may be permitted to provide new business incubator space by housing retail and restaurant uses in the Urban General and Urban Storefront frontages for up to 24 months, with an optional annual renewal thereafter dependent on their performance and upkeep. Such temporary structures are not required to meet the Building Form Standards, but other performance standards may apply.

702. Use Table

The use table identifies the uses allowed in the respective BFS Frontages by STORY.

USE CATEGORY		Urban Residential		Additional Regulations
		Ground Story	Upper Story	
RESIDENTIAL	Household Living	✓	✓	Sec. 704.B.1-2; 704.J, K.
	Group Living	✓	✓	
COMMERCE	Office	✓		Sec. 704.D.1-2
	Overnight Lodging	✓	✓	Sec. 704.E.1-3
	Recreation/Entertainment			Sec. 704.F.1-5
	Vehicle Sales			Sec. 704.F. 6
	Passenger Terminal			
	Child Care Center			See Part 9. Definitions
	Family Day Care Home	✓	✓	See Part 9. Definitions
	Retail Sales & Service	✓		Sec. 704.F.2, 6, 7
	Restaurant/Bar/Lounge/Tavern			Sec. 704.F.1-5
	Art Studio/Artisinal Manufacturing	✓		Sec. 704.F.7
	Research & Development			
	Self-service storage			
	Auto Repair			Sec. 704.G.
CIVIC	See Part 9. Definitions	✓		Sec. 704.C.

Key: ✓= Permitted Blank Cell = Not Permitted

703. Use Categories

A. Residential Uses

Residential Uses are allowed as set forth in *Part 9. Definitions: USES, RESIDENTIAL*, and shall be sub-categorized as follows per the Use Chart:

1. **Household Living**
2. **Group Living**

B. Commerce Uses

1. **Use Classification.** The COMMERCE USES permitted in each BFS have been classified by the sub-categories represented on the Use Table. As set forth therein, each sub-category's included specific uses, as each use is determined by the Planning Director as set forth in *Section 701*, are subject to the particular DEVELOPMENT and performance standards set forth in the Use Table and those additional standards set forth in *Part 7. Section 704. Development and Performance Standards*, if any.
2. **Permitted Uses.** Generally, any use categorized and sub-categorized on the Use Chart, and as thereafter amended, are permitted where a representative sub-category is shown, and subject to the Planning Director's determination as set forth in *Section 701*.
3. **RETAIL SALES AND SERVICES.** Any use permitted pursuant to (B)(2), except that:
 - a. Automobile surface parking lots are only permitted behind the PARKING SETBACK LINE
 - b. Outdoor athletic courts are only permitted as part of an adjacent fitness center
4. **Additional Uses, if not otherwise permitted.** In addition to those uses permitted pursuant to the Use Chart and (B)(2) above, the following are permitted as COMMERCE USES, subject to the Planning Director's determination as set forth in *Section 701*:
 - a. Hotels and Lodging
 - b. Auditoriums and arenas
 - c. Conference facilities and convention centers
 - d. Communication antennas mounted on existing structures
 - e. BAR, Lounge or Tavern and Live Entertainment subject to the requirements of *Section 704.F*.

C. Civic Uses

1. **Permitted Uses.** Permitted CIVIC USES are determined according to the definition set forth in *Part 9. Definitions: CIVIC USE*.
2. **Additional Uses.** The following uses are expressly allowed as set forth in *Part 9. Definitions: CIVIC USE* or expressly as set forth herein:
 - a. College, community college, university
 - b. Museum, library, auditorium, arena
 - c. Places of worship including church, mosque, synagogue, temple
 - d. Police, fire, EMS station, substation
 - e. Public or private (K-12) school

- f. Neighborhood arts center, Community Center or similar community facility (public)
- g. Farmers Market

704. Development and Performance Standards

A. General

1. All permitted uses shall meet the *Section 402. General Provisions* and those standards specified in the applicable individual BUILDING FORM STANDARD pages.
2. No CIVIC, COMMERCE OR WORKSHOP use is permitted above a RESIDENTIAL use, except for rooftop restaurants where specifically designated in the Urban Storefront Frontage.
3. No drive-through services are permitted.
4. No smoke, radiation, vibration or concussion, heat or glare shall be produced that is perceptible outside a building, and no dust, fly ash or gas that is toxic, caustic or obviously injurious to humans or property shall be produced.
5. Communication antennas may be installed on any existing structure (such as a building, utility pole, water tower, etc., but excluding single-family residences and accessory uses) 3 STORIES in height or greater but no less than 45 feet provided that the additional antennas shall add no more than 20 feet to the height of said existing structure. Communication antennas which are architecturally compatible to the building architecture may locate on non-residential buildings less than 3 STORIES or 45 feet in height, subject to receiving a Certificate of Compliance. Associated equipment will be subject to final DEVELOPMENT plan approval. Associated equipment may be permitted on the roof so long as it is screened from view.

B. Residential

1. See the Urban General BFS for configuration requirements for GROUND STORY RESIDENTIAL uses.
2. A lobby serving an upper STORY RESIDENTIAL use is permitted on the GROUND STORY of an Urban Storefront BFS site.

C. Civic

Buildings that house CIVIC USES designated on the REGULATING PLAN are not subject to *Part 4. Building Form Standards* except for *Section 402.D. Neighborhood Manners*.

D. Office

1. Office uses are not permitted within the required minimum depth for the STOREFRONT space in an Urban Storefront site.
2. Office uses are permitted within the GROUND STORY of designated LIVE-WORK Urban Residential BFS Frontage units.

E. Overnight Lodging

1. GROUND STORY guest rooms shall meet the configuration standards for GROUND STORY residential uses as specified in the Urban General BFS.
2. A lobby serving an upper STORY overnight lodging use is permitted on the GROUND STORY of any Urban Storefront BFS site.
3. For the Urban Residential BFS Frontage, only BED AND BREAKFAST types are permitted.

F. Restaurant/Bar, Retail Sales

1. Outdoor eating areas for eating/drinking establishments shall be allowed on the public sidewalk in Urban General and/or Urban Storefront Frontages, subject to:
 - a. the provision of a minimum clear width of five (5) feet within the CLEAR WALKWAY area; and
 - b. subject to the issuance of applicable permits.
2. A restaurant or RETAIL use is permitted in the second STORY of an Urban Storefront or Urban General site provided it is an extension equal to or less than the area of the same GROUND STORY use.
3. An eating/drinking establishment is permitted on the rooftop of an Urban Storefront site.
4. The sale and consumption of alcoholic beverages shall be subject to all existing permitting provisions, as applicable.
5. Live entertainment and BAR/lounge/tavern are required to obtain a Special Use Permit if the walls of the facility are within 100 feet of a solely residential BFS within the CC Form District or a residential zoned property which is not included in the CC Form District.
6. No merchandise (including motorcycles, scooters, and automobiles) may be left within the STREET-SPACE when the business is not open.
7. Only merchandise or a commodity manufactured on premise may be sold in the GROUND STORY of a LIVE-WORK unit.

G. Auto Repair

Auto repair services may be permitted, subject to the following:

1. The property shall be at least 100 feet from any solely residential lot;
2. The use shall not include the display and rental of cargo trailers, trucks, or similar uses;
3. The storage or junking of wrecked motor vehicles (whether capable of movement or not) is prohibited;
4. Discarded parts resulting from any work shall be removed promptly from the premises. Automotive replacement parts and accessories shall be stored inside the main structure;
5. Upon the abandonment of the auto repair service, the use shall terminate and all structures exclusively used in the business (including underground storage tanks), except buildings, shall be removed by the

owner of the property. For the purpose of this Subsection, the term “abandonment” shall mean non-operation as an auto repair for a period of 14 months after the retail services cease.

H. Crematoriums

CREMATORIUMS are required to obtain a Special Use Permit and are subject to the following:

- a. CREMATORIUMS will be located a minimum of 400 feet from any solely residential BFS or residential zoning district and 100 feet from all other zoning districts measured from the closest point of the building to the nearest residential district.
- b. Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times.
- c. All storage shall be inside.
- d. Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.
- e. Crematoriums shall have direct vehicle access to an arterial street.

I. Adult Entertainment Uses

Adult Entertainment Uses are required to obtain a Special Use Permit and are subject to the following:

- a. No such zoning shall be granted for any proposed location which is within a one thousand foot (1000') radius of any other Adult Entertainment Use.
- b. No Adult Entertainment Use shall be allowed to locate within a five hundred foot (500') radius of any church, public or private school (type which offers a compulsory education curriculum) or public or private park. Nor shall any Adult Entertainment Uses be allowed to locate within five hundred feet of any solely residential BFS or residential zoning district.
- c. All distances required to be met pursuant to the terms of this section shall begin at the property line of the proposed use and are measured to the nearest property line of the public or private lot, school, park, church, residentially zoned lot, or adult entertainment use within the proscribed distance, if any.

J. Special Use for Dwelling Units with Four or More Bedrooms

In any BFS where residential use is permitted, DWELLING UNIT(s) may contain four or more BEDROOMS upon approval of a Special Use Permit as follows:

1. This provision is applicable to new construction, including demolition and reconstruction, or an addition/alteration to existing construction adding at least one BEDROOM where the resulting structure is to contain four or more BEDROOMS in a residential DWELLING UNIT(s);
2. This provision is not applicable to structures with four (4) or more BEDROOMS existing on or before the date O-1920-3 was enacted;

3. Where an existing structure already has four (4) or more BEDROOMS existing on or before the date O-1920-3 was enacted, but voluntarily seeks and is denied a Special Use Permit, denial alone will not render *Section 704 (J)* applicable unless an addition/alteration adding at least one more BEDROOM occurs per subpart (1) above.

K. Special Use Procedure

1. An Applicant seeking a Special Use Permit pursuant to *Section 704* shall follow, and is subject to, those procedures and regulations set forth in the Norman Zoning Ordinance regarding Special Uses, currently found at 36-560 and as thereafter amended, except that:
 - a. The Planning Director may also require applicant submit information in addition to that required by the Zoning Ordinance where the Planning Director feels that said additional information is necessary to address particular aspects of the subject property's character, or to assist in evaluating and determining a project's adherence to the goals of this Code; and
 - b. The Planning Commission and the City Council may also, in addition to those items identified in the Zoning Ordinance regarding Special Uses, take into account the underlying purposes and goals of the Center City Vision and this Code, in setting conditions (including occupancy conditions) recommending or approving any Special Use Permit application.
2. Any violation of a Special Use Permit constitutes a violation of the Norman City Code, as embodied in both the Norman Zoning Ordinance and this Code.

Part 8. Site Development Requirements

801. Intent

- A. This part applies to the Urban Residential BFS and Detached Frontage BFS that are newly DEVELOPED or REDEVELOPED pursuant to the CCFBC. Impervious surface controls are necessary to balance the DEVELOPMENT and stormwater needs in the CCFBC area, in addition to anticipated infrastructure improvements.

802. Site Grading Plan

- A. All site work and material storage must be completed within the property boundary. Any activities required in the public right of way or alley must be approved through application for a right of way permit through Public Works Engineering (405-366-5457) prior to commencing work. This includes the removal or construction of sidewalks, drives or alleys. Sidewalk removals must have a set plan for immediate replacement for public use.
- B. A site grading plan must be submitted containing the following information at a minimum:
1. Lot/building layout with dimensions;
 2. Existing and proposed impervious areas with dimensions and percentages;
 3. Existing and proposed ground contours and elevations;
 4. Proposed finished floor elevation of all structures using 1 foot or less contour intervals;
 5. Drainage patterns indicated by flow arrows and locations where stormwater leaves the site;
 6. Proposed drainage areas; and
 7. Location of downspouts.
 8. Explanation of how each drainage area will be collected by public stormwater infrastructure. Public stormwater infrastructure can include the public street or a stormwater inlet located within a public easement or right of way.

803. Drainage Calculations

- A. Drainage calculations prepared by an Oklahoma licenced professional engineer per Section 5000 of the Engineering Design Criteria for the site must be provided including the following information at a minimum:
1. Calculations must apply and satisfy methodology set forth in Section 5000 of the Engineering Design Criteria.
 2. Existing or historic runoff rate for each drainage area. If historic aerial photos indicate that structures or impervious areas had been demolished these areas can be used in the calculation of the historic runoff rate;

3. Permissible runoff rate based on time of concentration (t_c) for each drainage area shall be determined as follows:
 - a. In no case shall t_c of less than 5 minutes be allowed.
 - b. For sites less than or equal to 10,500 square feet a t_c of five minutes can be assumed.
 - c. Or larger areas of REDEVELOPMENT t_c shall be calculated using the Section 5000 of the Engineering Design Criteria (EDC 5000).
- B. Each lot shall be drained to an abutting STREET or ALLEY, and downspouts shall not be directed in such a manner as to adversely impact adjacent properties.
- C. For REDEVELOPMENT where impervious cover is increasing to 65%, the difference in the runoff between existing and post-DEVELOPMENT must be accounted for through site engineering and/or engineering solutions as described in Sections 5000 and/or 7000 of the Engineering Design Criteria (EDC 5000 and/or 7000).

804. Impervious Area

- A. Impervious coverage shall not exceed 65% unless incentive requirements as discussed in Section 805 below are satisfied.

805. Impervious Coverage Incentive

- A. In order to exceed the maximum impervious coverage of 65% of each lot/parcel, all of the above conditions as well as the following conditions must be satisfied:
 1. Total impervious coverage may not, in any case, exceed of 85%.
 2. Owner/Applicant must submit a site grading plan and drainage calculations indicating no adverse affect per EDC 5000, to the side, adjacent, or down gradient properties will occur at proposed impervious area coverage.
 3. Owner/Applicant must utilize low impact development (LID), engineered solutions, Green Stormwater Infrastructure (GI), Best Management Practices or other stormwater device or devices to capture the first 1.0 inch of rainfall; and
 4. Owner/Applicant must submit an operations and maintenance manual for all engineered solutions. This manual must be filed at the Cleveland County Courthouse prior to occupancy being granted and a copy of the filed manual provided to Public Works Engineering. Deeded easements are required for any installed stormwater devices.
 5. The owner of record will inspect all engineered solutions annually for compliance with the operations and maintenance manual. The inspection report must be submitted to the Public Works Engineering prior to June 30 each year.
- B. EDC 7000 may be used to determine appropriate engineering solutions to meet the requirements of this section, with example requirements as follows:

1. Overland Flow Vegetated Filtration Areas (EDC 7000)
 2. Maximum contributing flow path length <75 foot
 3. Downspouts located at least 10 feet away from nearest impervious surface.
- C. Disconnected impervious areas shall drain continuously overland as sheet flow through a broad grassed area or vegetated filter strip to the property line or street.
- D. Further guidance for DEVELOPMENT in the CCFBC area may also be provided, in EDC 7000 for approved LID Techniques and Engineered Solutions to guide impervious surface areas increases to as much as 85%. EDC 7000 will provide proposed designs for engineered solutions that may be utilized for a site. Possible engineering solutions include:
1. Small detention ponds
 2. Underground detention ponds (if grades allow)
 3. Pervious pavers (if soil types allow)
 4. Enhanced dry swales and grass channels
 5. Infiltration and soakage trenches
 6. Filter Strips
 7. Bioretention Areas
 8. Rain Barrels/Storage Tanks (storage tanks must be screened to adhere to the architectural and landscape standards contained in the CCFBC)
 9. Tree wells

Part 9. Definitions

The following terms are defined for the purpose of the Center City Form-Based Code.

Accessory Unit. A building or addition for living purposes (maximum footprint of 650 square feet—or the footprint of the main structure for ENGLISH BASEMENT type ACCESSORY UNITS) that is not the primary structure or principal DWELLING UNIT on a lot, that can be used as additional residential or home occupation space.

Adult Amusement or Entertainment. Amusement or entertainment which is distinguished or characterized by an emphasis on acts or material depicting, describing or relating to SEXUAL CONDUCT or SPECIFIED ANATOMICAL AREAS, including but not limited to topless or bottomless dancers, exotic dancers, strippers, male or female impersonators or similar entertainment. This includes ADULT BOOKSTORES, ADULT MINI MOTION PICTURE THEATERS, ADULT MOTELS, ADULT MOTION PICTURE ARCADES, ADULT MOTION PICTURE THEATERS, MASSAGE PARLORS, and ADULT SEXUAL ENCOUNTER CENTERS.

Adult Bookstore. An establishment having as a significant portion of its stock in trade books, film, magazines and other periodicals which are distinguished or characterized by an emphasis on depicting or describing SEXUAL CONDUCT or SPECIFIED ANATOMICAL AREAS.

Adult Mini Motion Picture Theater. An enclosed building with a capacity of less than 50 persons used for presenting material distinguished or characterized by an emphasis on depicting or describing SEXUAL CONDUCT or SPECIFIED ANATOMICAL AREAS.

Adult Motel. A motel wherein material is presented, as part of the motel services, via closed circuit t.v. or otherwise, which is distinguished or characterized by an emphasis on depicting or describing SEXUAL CONDUCT or SPECIFIED ANATOMICAL AREAS.

Adult Motion Picture Arcade. Any place at which slug-operated or electronically, electrically or mechanically controlled, still or motion picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis on depicting or describing “Sexual Conduct” or “Specified Anatomical Areas.”

Adult Motion Picture Theater. An enclosed building with a capacity of 50 or more persons used for presenting material distinguished or characterized by an emphasis on depicting or describing SEXUAL CONDUCT or SPECIFIED ANATOMICAL AREAS.

Alley/Alley Access Easement. The public right-of-way or easement for vehicles and pedestrians within a BLOCK that provides access to the rear or side of properties, vehicle parking (e.g., garages), utility meters, recycling containers, and garbage bins.

Attached Structures. A set of two or more structures connected by a common wall which separates climate-controlled rooms in all attached structures.

Attic Story. Habitable space situated within the structure of a pitched roof and above the uppermost STORY. They are permitted for all BFS sites and do not count against the maximum STORY height or ultimate height limits of their BFS.

Awning. A roof-like covering, projecting from a building FACADE, usually of canvas, metal, or similar material and often adjustable, placed over the sidewalk, windows, or doors to provide protection from sun and rain.

Balcony. An exterior platform attached to the upper floors of the building FACADE (along any STREET FRONTAGE, forward of the REQUIRED BUILDING LINE). *Note that other balcony-type structures oriented toward the lot interior are not regulated by the Center City FBC, but may be regulated by other building or fire code requirements.*

Bar/lounge/tavern. An establishment whose primary activity, measured by dollar volume of sales, involves the sale and the on-premise consumption of intoxicating or non-intoxicating beer, mixed beverages, wine, or other liquor, and where food service, if any, is a secondary activity.

Bay Window. Generally, a U-shaped enclosure extending the interior space of the building outward of the FACADE/REQUIRED BUILDING LINE (along its STREET-SPACE side).

Bed & Breakfast. A use in which the owner operator provides lodging which included meal service to transient guests for compensation. The use is subordinate to the principal use and appearance of the structure as a residence.

Bedroom. Any habitable room or space no less than 70 square feet and no greater than 144 square feet in floor area in a DWELLING UNIT which:

- a. may be segregated by any means of closure or is otherwise capable of being used for sleeping quarters; and
- b. has more than one means of egress (doorway or window); and
- c. is not a kitchen, bathroom (lavatory) or utility room;

Less and except only one room or space meeting this definition that is specifically designated and utilized as general living space (but only where a general living space is not otherwise provided in the same DWELLING UNIT).

Any room or space which meets this definition and is greater than 144 square feet in floor area shall be counted as two bedrooms. Every additional 144 square feet of floor area shall be counted as an additional bedroom.

Block. An increment of land comprised of lots, ALLEYS and tracts circumscribed and not traversed by streets (PEDESTRIAN PATHWAYS excepted). BLOCKS shall be measured at the REQUIRED BUILDING LINE (RBL).

Block Corner. The outside corner of a BLOCK at the intersection of any two STREET-SPACES (the RBLs). Inside corners, where the resulting angle formed by the block face is less than 180 degrees (concave) are not considered BLOCK CORNERS for the purposes of this Code.

Block Face. The REQUIRED BUILDING LINE frontage between BLOCK CORNERS.

Buildable Area. The area of the lot that building(s) may occupy, which includes the area of the lot behind the REQUIRED BUILDING LINE as designated by the BUILDING FORM STANDARD. The BUILDABLE AREA sets the limits of the building footprint now and in the future—any additions shall be within the specified BUILDABLE AREA.

Building Corner. The outside corner of a building where the primary building mass is within an angle less than 180 degrees. Inside corners, where the exterior space of the building mass forms an angle of more than 180 degrees are not considered BUILDING CORNERS for the purposes of this Code.

Building Form Standards (BFS). The part of this Code that establishes basic parameters regulating building form, including the envelope (in three dimensions), placement and certain permitted/required building elements, such as SHOPFRONTS, BALCONIES, and STREET WALLS. The BUILDING FORM STANDARDS establish both the boundaries within which things may be done and specific things that must be done. The applicable BUILDING FORM STANDARD(s) for a site is determined by its STREET FRONTAGE as per the REGULATING PLAN. This produces a coherent STREET-SPACE and allows the building owner greater freedom behind the FAÇADE.

Building Face. See FAÇADE.

Child Care Center. Any place, home or institution which receives more than seven children under 18 years of age, who are not of common parentage, for care apart from their parents, legal guardians or custodians, when such care is received for regular periods of time for compensation; provided, however, this definition shall not include those public and private schools organized, operated or approved under the laws of Oklahoma and regulated by the State Department of Education, those where custody of the children has been fixed by a court of competent jurisdiction, those where children are related by blood or marriage within the third degree of the custodial person, or to those public or private institutions caring for children while the parents, legal guardians or custodians are attending services, meetings, classes, or otherwise engaging in that institution's activities, to the extent such care and custody does not exceed four hours at any one time.

Civic Green or Square. A public open space designated on the REGULATING PLAN. The term *square* is generally used to describe spaces that have more paved surface area. The term *civic green* is generally used to describe a formally configured small public lawn or park that is primarily unpaved. CIVIC GREENS and SQUARES do not include active recreation structures such as ballfields and courts. See *Part 5. Urban Space Standards* for the specific controls on SQUARES and CIVIC GREENS.

Civic Use Buildings. Those buildings that house strictly CIVIC USES or historically and urbanistically significant structures designated on the REGULATING PLAN. CIVIC USE BUILDINGS and publicly-owned public art are not subject to the BUILDING FORM STANDARD prescriptions of this Code. See also USE, CIVIC.

Clear Height. Within a structure, the distance between the floor and ceiling. For entrances and other external building features, the unobstructed distance from the ground to the bottom of the lowest element above.

Clear Walkway. The portion of the sidewalk within a STREET-SPACE that shall remain clear of obstructions and allow public passage. The CLEAR WALKWAY width is specified in the *Street Type Specifications*.

Clearly Visible from the Street-Space. Many requirements of this Code apply only where the subject is “CLEARLY VISIBLE FROM THE STREET-SPACE.” (Note that the definition of STREET-SPACE includes SQUARES, CIVIC GREENS, PEDESTRIAN PATHWAYS, parks, and all public space except ALLEYS.) A building element more than 30 feet from a REQUIRED BUILDING LINE OF STREET-SPACE is by definition not CLEARLY VISIBLE FROM THE STREET-SPACE (such as elements facing a COMMON LOT LINE). Also, common or party walls are by definition *not* CLEARLY VISIBLE FROM THE STREET-SPACE. This does not exempt vehicle parking lots or parking structures from any BUILDING FORM STANDARD requirements.

Commerce. See USE, COMMERCE.

Common Lot Lines. Lot lines shared by adjacent private lots.

Comparative Pedestrian Crossing. The measured distance, shown on the Street Type Specifications, that a pedestrian would be within an automobile travel lane (or turning movement) while crossing a street. A crossing time is calculated based on a pedestrian speed of 3.7 feet per second (a generally accepted urban average). This distance/time is calculated in order to provide a relative gauge of the comfort level for pedestrians crossing the street.

Complete and Discrete Facade Composition. The FACADE articulation that breaks down the apparent scale of a large building into smaller apparent pieces. The intent of such a FACADE COMPOSITION is to provide ‘human scale’ for the STREET-SPACE. The objective requirements of the COMPLETE AND DISCRETE FACADE COMPOSITION section of the BUILDING FORM STANDARDS regulate and ensure such scalar break-down.

Corner Lot. A lot in which one side lot line is adjacent to a street or STREET-SPACE. Special building placement, fencing and landscape requirements may apply.

Covered Sidewalk. A roofed or built structure attached to the FAÇADE and extending beyond the REQUIRED BUILDING LINE and over the sidewalk or SQUARE, open to the STREET-SPACE except for supporting columns, piers, or arches. (See BUILDING FORM STANDARDS for complete specifications.)

Crematorium. A facility for the incineration of corpses, human or animal, to ashes. Crematorium does not include any establishment where incinerators are used to dispose of toxic, hazardous, infectious, or narcotic materials.

Detached Frontage Building. Building form and functions resulting from/as determined by the Detached BUILDING FORM STANDARD as indicated on the REGULATING PLAN.

Developing or Development. As used in the CCFBC, these terms refer to construction or commencement of a use upon property(ies) where a NON-CONFORMING USE or NON-CONFORMING STRUCTURE did not previously exist.

Dooryard. The area within the STREET-SPACE between the FAÇADE of the building (generally the REQUIRED BUILDING LINE) and the CLEAR WALKWAY area of the sidewalk. The DOORYARD area is designated in the Street Type Specifications.

Dormers. Roofed ancillary structures with windows providing light and air to habitable space within the roof.

Dwelling Unit. A room or space or a suite of rooms or spaces used or intended to be used as an apartment and supporting general living conditions usually including a single cooking and dining space, single general living space, BEDROOM(s), bathroom(s) and utility room.

Eave Height. EAVE HEIGHT shall be measured at the bottom of the top layer of roofing material at its outermost point from the building wall.

English Basement. A habitable floor level below the first floor that is partially above and below grade, with direct STREET-SPACE access.

Façade (Building Face). The building elevation facing the STREET-SPACE OR REQUIRED BUILDING LINE. Building walls facing private interior courts, COMMON LOT LINES, ALLEYS, and COMMON DRIVES are not FAÇADES.

Façade Composition. The arrangement and proportion of materials and building elements (windows, doors, columns, pilasters, bays, etc.) on a given FAÇADE.

Family Day Care Home. A structure used as a residence in which the resident receives seven or fewer children under the age of 18 years (including the caregiver's own resident preschool children under the age of five) for part-time care apart from their parents, legal guardians or custodians, when such care is received for regular periods of time for compensation.

Fenestration. Openings in the building wall, including windows and doors, allowing light and views between interior (private realm) and exterior (public realm).

First Floor. See GROUND STORY.

Front Porch. The ground floor platform attached to the FAÇADE OR REQUIRED BUILDING LINE side of the main building.

Front Yard. An open (unpaved) space required by certain BUILDING FORM STANDARDS extending across the entire width of the lot between the FAÇADE and the CLEAR WALKWAY. This area is contiguous with the STREET-SPACE, and includes any FRONT PORCH.

Front Yard Fence. The wood (picket), wrought iron fence, or masonry wall located along and surrounding the FRONT YARD. (For placement, height and gate specifications, see the BUILDING FORM STANDARDS.)

Garden Wall. A masonry wall defining a property line or delineating a private area. (For placement, height and gate specifications, see the BUILDING FORM STANDARDS.) A GARDEN WALL may serve as a FRONT YARD FENCE.

General Living Space. The single room in a DWELLING UNIT designated or utilized for common social activities of the occupants.

Ground Story. The first habitable level of a building at or above grade. The next STORY above the GROUND STORY is the second floor or STORY.

Habitable Space. A space in a building for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls or utility spaces are not considered habitable spaces.

Legacy Zoning District. A parcel's previous base zoning district existing immediately prior to the adoption of the CCFBC in July of 2017.

Liner Shops. Small shops (which can be as shallow as 15 to 20 feet) along the REQUIRED BUILDING LINE of a larger structure, with doors opening directly to the sidewalk. These small retail spaces break down the scale of large building FACADES. (Liner shops may or may not connect to the larger interior space.)

Live-Work. Where designated on the REGULATING PLAN, a townhouse is permitted to contain COMMERCE uses where it has its GROUND STORY configured as a SHOPFRONT.

Massage Parlor. Any place where for any form of consideration or gratuity, massage, alcohol rub, administration of fomentations, electric or magnetic treatments, or any other treatment or manipulation of the human body occurs as part of or in connection with SEXUAL CONDUCT or where any person providing such treatment, manipulation or service related thereto exposes SPECIFIED ANATOMICAL AREAS.

Mezzanine. An intermediate level between the GROUND STORY and the second STORY. It may be in the form of a platform, podium, or wide balcony. Its uses shall be limited to a continuation of the GROUND STORY uses.

Non-Conforming Structure. Any structure lawfully in compliance with its LEGACY ZONING DISTRICT at the time of CCFBC's adoption in July of 2017.

Non-Conforming Use. Any lawful use of land, building or structure existing on a subject property(ies) at the time of adoption of the CCFBC in July of 2017, which does not conform with the applicable use regulations of the CCFBC.

Open Area. See PRIVATE OPEN AREA.

Parapet Height. Where used to limit building height in this Code, PARAPET HEIGHT shall be measured at the top of the parapet, including any coping. An additional three feet in height by 12 feet in width or 15 percent of the FAÇADE, whichever is greater, is permitted for a section of the parapet to emphasize the building's primary street entry or a BLOCK CORNER.

Parking Setback Line. A line or plane indicated on the REGULATING PLAN which extends vertically up from the GROUND STORY floor level (unless otherwise noted on the REGULATING PLAN or BFS) and is generally parallel to the REQUIRED BUILDING LINE. The PARKING SETBACK LINE is a permissive minimum distance from the REQUIRED BUILDING LINE and parking may be placed anywhere within the lot behind this line, except where otherwise specified in this Code.

Pedestrian Pathway. An interconnecting paved way providing pedestrian and bicycle passage through BLOCKS running from a STREET-SPACE to another STREET-SPACE, an ALLEY or an interior block parking area. The area within a PEDESTRIAN PATHWAY shall be a public access easement or public right-of-way.

Plaza. See SQUARE.

Privacy Fence. An opaque fence made of wood or masonry (not chain link or any other type of rolled fence) along ALLEYS, COMMON DRIVES, COMMON LOT LINES and PEDESTRIAN PATHWAYS. See the BUILDING FORM STANDARDS for any height and placement specifications.

Private Open Area. An occupiable area within the BUILDABLE AREA and generally behind the PARKING SETBACK LINE, accessible only to occupants of the particular building or site, and (primarily) open to the sky. Additional specifications for the PRIVATE OPEN AREA may be included in each BUILDING FORM STANDARD. Private open area shall not be built-upon, used to satisfy minimum stormwater Best Management Practice area (if thereby excluding active tenant use), parked or driven upon (except for emergency access).

Redeveloping or Redevelopment. As used in the CCFBC, these terms refer to circumstances where alterations to a NON-CONFORMING USE or NON-CONFORMING STRUCTURE (pursuant to *Part 2. Section 208 Non-Conforming Structures and Uses*) result in destruction of non-conforming status and complete applicability of the CCFBC to a subject property(ies).

Regulating Plan. The implementing site plan for the DEVELOPMENT of the Center City Form District under this Code. REGULATING PLANS allocate the BUILDING FORM STANDARDS and street types and provide specific information for the disposition of each building site. The REGULATING PLAN also shows how each site relates to adjacent STREET-SPACES, the overall district, and the surrounding neighborhoods.

Required Building Line (RBL). A line or plane indicated on the REGULATING PLAN, defining the STREET FRONTAGE which extends vertically and generally parallel to the street, at which the building FACADE shall be placed. This is a requirement, not a permissive minimum. The minimum length and height of FAÇADE that is required at the RBL is shown on the appropriate BUILDING FORM STANDARD.

Sexual Conduct. The fondling or other touching of human genitals, pubic region, buttocks, or female breasts; ultimate sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, sodomy; masturbation, and; excretory functions as part of or in connection with any of the activities set forth above.

Sexual Encounter Center. Any building or structure which contains, or is used for commercial entertainment where the patron directly or indirectly is charged a fee to engage in personal contact with or to allow personal contact by, employees, devices or equipment or by personnel provided by the establishment which appeals to the prurient interest of the patron, to include, but not to be limited to bath houses, massage parlors, and related or similar activities.

Short Term Rental. The rental of an entire dwelling, or any portion thereof, for a period of not more than thirty (30) days, where the owner is engaged in a contract for the rental of that specific dwelling, or any portion thereof. An annual Short-Term Rental license may be issued to eligible Applicants by the City Clerk. A Short-Term Rental license is a privilege, not a right, and may be denied, suspended, revoked or not renewed.

Sidewing. The portion of a building extending along a COMMON LOT LINE toward the ALLEY or rear of the lot.

Specified Anatomical Areas. Human genitals, pubic region, buttocks, and female breast below a point immediately above the top of the areola and human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Square. See CIVIC GREEN.

Stoop. An entry platform on the FAÇADE of a building. (See the BUILDING FORM STANDARDS for specifications.)

Shopfront (Storefront). That portion of the GROUND STORY FAÇADE FENESTRATION intended for marketing or merchandising of COMMERCE uses and allowing visibility between the sidewalk and the interior space.

Story (Story Height). That space within a building and above grade that is situated between one floor level and the floor level next above, or if there is no floor above, the ceiling or roof above. STORY HEIGHT parameters are as specified by the appropriate BUILDING FORM STANDARD.

Street Frontage. That portion of the lot or building that is coincident with the REQUIRED BUILDING LINE as required by this Code.

Streetlight. A luminaire installed on both sides of the STREET-SPACE, along the STREET TREE ALIGNMENT LINE or median centerline, unless otherwise designated in this code, with the design criteria in the CC Form District giving equal weight to the lighting of the pedestrian areas and the automobile areas.

Street-Space. All space between fronting REQUIRED BUILDING LINES (streets, SQUARES, PLAZAS, PEDESTRIAN PATHWAYS, CIVIC GREENS, sidewalks, parks)—including any transit service operator passenger platform—but not garage entries or ALLEYS.

Street Tree. A tree required per this code and listed in the Street Tree List located in *Part 5. Urban Space Standards* that is of a proven hardy and drought tolerant species and large enough to form a canopy with sufficient clear trunk to allow traffic to pass under unimpeded.

Street Tree Alignment Line. A line along which STREET TREES shall be planted and STREETLIGHTS and other such infrastructure are to be placed. It is generally parallel with the STREET-SPACE.

Street Wall. A masonry wall set on the REQUIRED BUILDING LINE which assists in the definition of the STREET-SPACE in the absence of a building. See the BUILDING FORM STANDARDS for height and gate specifications.

Tree Lawn (Tree Trench). A continuous strip of soil area—typically covered with grass, other vegetation, bridging pavement, or sometimes porous pavers—located between the back of curb and the CLEAR WALKWAY AREA, and used for planting STREET TREES and configured to foster healthy STREET TREE root systems. TREE LAWN dimensions are specified in the Street Type Specifications.

Urban General Frontage Building. Building form and functions resulting from/as determined by the Urban General BUILDING FORM STANDARD as indicated on the REGULATING PLAN.

Urban Residential Frontage Building. Building form and functions resulting from/ as determined by the Urban Residential BUILDING FORM STANDARD as indicated on the REGULATING PLAN.

Urban Storefront Frontage Building. Building form and functions resulting from/ as determined by the Urban Storefront BUILDING FORM STANDARD as indicated on the REGULATING PLAN.

Use, Art Studio. A place of work for an artist, artisan, or craftsperson, including persons engaged in the application, teaching, or performance of the fine arts. “Artist” shall include, but is not limited to, painters, sculptors, and photographers.

Use, Artisanal Manufacturing. An establishment or business where an artist, artisan, or craftsperson makes or fabricates crafts or products by hand or with minimal automation and may include direct sales to consumers.

Use, Auto Repair. An establishment primarily engaged in the repair or maintenance of motor vehicles, trailers, and similar large mechanical equipment, including paint, body and fender, major engine and engine part overhaul, brake, muffler, upholstery work, tire repair and change, lubrication, tune ups and transmission work, provided such work is conducted within a completely enclosed building.

Use, Civic. For the purpose of the Center City Form District, CIVIC USES include: meeting halls; libraries; schools; police and fire stations; post offices (retail operations only, no primary distribution facilities); places of worship; museums; cultural, visual and performing art centers; transit centers; government functions open for the public; and, other similar community uses. Public ownership alone does not constitute CIVIC USE.

Use, Commerce. For the purpose of the Center City Form District, COMMERCE USES shall be considered to generally encompass all of the Commerce categories and sub-categories represented on the CCFBC Use Table, and as thereafter amended, and as determined by the Planning Director pursuant to Sections 104 and 701 herein, except for any differences provided in Section 703 or Section 704 of this CCFBC; the additional uses permitted in sub-section 703(B)(4); and all of the CIVIC USES defined above, except transit centers.

Use, Office. For the purpose of the Center City Form District, OFFICES are occupations in the tertiary sector of the economy requiring special training in the arts or sciences. Some OFFICES require holding professional licenses such as architects, auditors, engineers, doctors and lawyers. Other OFFICES involve providing specialist business support to businesses of all sizes and in all sectors; this can include tax advice, supporting a company with accounting, or providing management advice.

Use, Overnight Lodging. Accommodation provided by an establishment (such as a hotel, bed and breakfast, or SHORT TERM RENTAL) where guests can sleep or spend the night.

Use, Passenger Terminal. A structure which services passengers boarding or leaving transportation vessels other than personal automobiles.

Use, Recreation/Entertainment. Recreation, amusement, or entertainment services being provided in an indoor or outdoor facility for the purpose of some leisure activity, including, but not limited to, arcades, computer arcades, escape rooms, gyms, laser tag, miniature golf, movie theaters, playgrounds or playhouses, pools, skating rinks, sports or athletic facilities, virtual reality rooms, and similar uses.

Use, Research and Development. An establishment or complex of structures located in a building whose dimensions are intended to foster physical, chemical and biological research and/or experimentation involving but not limited to controlled simulation of factors, development of prototypes, chemicals, commodities, pharmaceuticals, information technology, electronics and instrumentation for academic and industrial purposes.

Use, Residential. For the purpose of the Center City Form District, RESIDENTIAL USES shall be considered to encompass all of the Residential categories and sub-categories represented on the CCFBC Use Chart, and as thereafter amended, and as determined by the Planning Director pursuant to Sections 104 and 701 herein.

Use, Retail. For the purpose of the Center City Form District, RETAIL USES include the following:

Retail Service. Establishments providing services, as opposed to products, to the general public, including restaurants, hotels and motels, finance, real estate and insurance, travel agencies, health and educational services, and galleries; as well as personal services as defined in the City of Norman Zoning Ordinance.

Retail Sales. Establishments wherein the primary use is the sale of merchandise for use or consumption by the immediate purchaser.

Use, Self-Storage. A retail service establishment providing off site storage space to residents and businesses, offering convenience storage and limited warehousing services primarily for personal effects and household goods within enclosed structures having individual access, but excluding use as workshops, hobby shops, manufacturing or commercial activity.

Use, Vehicle Sales. Establishments where the primary activity taking place is the buying and selling of new or used vehicles.

Appendix A

A. Process

Upon adoption, the Center City Form Based Code (CCFBC) will be the Zoning District for all parcels within the identified Center City area except for the commercial area of Campus Corner as marked on the Center City Visioning Map and REGULATING PLAN, found in *Part 3. Section 302*. The exclusion of the commercial area of Campus Corner may be reevaluated by City Council, with input from Campus Corner property owners and stakeholders, at such time that an adequately-sized parking structure that is open to the public is completed or an appropriate funding mechanism is approved. A property owner seeking to develop or redevelop a parcel within the CCFBC District can comply with CCFBC regulations or apply for rezoning to Center City Planned Unit Development (CCPUD).

1. A property owner and/or applicant must attend a Pre-Application Conference (as defined in *Part 2. Section 204.A.*) prior to choosing to comply with CCFBC, or to apply for voluntary participation in any Pattern Zoning program or overlay adopted for applicable CC Form District properties, or apply for rezoning to CCPUD.
2. If the CCFBC is chosen, the administrative process established in *Part 2. Administration* of the CCFBC will be used for site plan review, demolition permit and preliminary plat through the Development Review Committee after staff review. Final Plat will require City Council approval. Any parcel formerly designated as C-3 immediately prior to the adoption of the CCFBC shall not be subject to any maximum building height or parking restrictions contained within the CCFBC. Properties zoned C-2 and located on Gray Street extending from Lahoma Aveune on the West to the railroad tracks on the East shall also be exempt from the minimum parking requirements of the CCFBC when redeveloped.
3. If CCPUD is chosen, the property owner and/or DEVELOPMENT applicant is required to comply with the rezoning process outlined within *Chapter 36, Section 571* of the City of Norman Code of Ordinances. The primary goal of the new CCPUD category is to provide flexibility (beyond that provided in *Section 206. Administrative Adjustments*) when a property owner seeks to comply with the intent and goals of the FBC but seeks relief regarding specific requirements of the FBC. Examples of DEVELOPMENT seeking relief might be, but are not limited to, construction of affordable housing, or housing that encourages aging in place, or other emerging trends in housing.
4. If voluntary participation in Pattern Zoning is chosen, the applicant must follow any procedures established therein, in conjunction with CC Form District requirements, as applicable.

B. Incentives

The following incentives will be provided to encourage property owners and/or applicants to use the CCFBC.

1. Administrative approval of DEVELOPMENTS conforming to the Center City Form Based Code.
2. Incentives identified by City Council under a properly adopted Project Plan for Tax Increment Financing.
3. Pattern Zoning program or overlay incentives that may be adopted for applicable CC Form District properties.

Appendix B

SEC. 520 CENTER CITY PLANNED UNIT DEVELOPMENT

- A. Statement of Purpose: It is the intent of this section to provide an alternative zoning district for the Center City Area as defined in the Center City Form Based Code (CCFBC). This Center City Planned Unit Development District (CCPUD) is specifically catering to the Center City Area because of the size of lots, the lack of vacant land and other distinguishing characteristics in this area that make the use of the existing PUD regulations not feasible. The CCPUD encourages DEVELOPMENTS that create the character of DEVELOPMENT envisioned in the CCFBC.

Specifically, the purposes of this section are to:

1. Provide an alternative zoning district to the CCFBC where a property owner proposes a DEVELOPMENT that does not meet the strict regulations required in the CCFBC.
 2. Provide open space/street space that is compatible with the concepts of the CCFBC.
 3. Provide comprehensive and innovative planning and design for a DEVELOPMENT which is consistent and compatible with surrounding DEVELOPMENTS.
 4. Provide more efficient and economic use of land resulting in an urban/pedestrian environment.
 5. Provide complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.
 6. Encourage DEVELOPMENTS that achieve community goals, such as, but not limited to, aging in place, or affordable housing, or other emerging trends in housing, that may not be able to meet all the required elements of the Center City Form Based Code.
- B. Uses Permitted. The CCPUD regulations are designed to provide for any mix of uses. There are no specifically prescribed uses which are permitted within the boundaries of the Center City Area in order to increase creativity and flexibility in the Center City Area when DEVELOPMENT according to the CCFBC is not feasible. The owner/applicant will be responsible for the preparation of a list of permitted uses within the specific CCPUD. The development of the list shall take into account the nature and purpose of the CCPUD area, and such uses and locations shall be appropriate in order to protect and be in harmony with surrounding DEVELOPMENT.

C. Standards of Development.

1. Ownership control. Applicants submitting an application for approval of a CCPUD must be the owner of the property. The approved CCPUD shall be binding on all subsequent owners of the land until revised as authorized in this section.
2. Minimum District Area. Any legally existing lot in the Center City Area.
3. Parking and off street loading. All uses established within a Planned Unit Development shall comply with the off street parking and loading requirements as established in *Part 6. Parking and Loading Standards* of the CCFBC. Properties currently zoned C-3 in the Center City area as of the date of approval by City council of the CCFBC shall have no parking requirements.
4. Perimeter requirements. In order to assure compatibility with surrounding DEVELOPMENT, the developer shall submit specific information as to the setbacks, building height, coverage factors and other elements necessary for all perimeter lots that are adjacent to the boundary of the CCPUD District, or adjacent to any boundary or perimeter street right of way. While no specific setback requirements are herein established, the Planning Commission and City Council shall consider the nature, extent and character of the adjacent DEVELOPMENT and shall take into consideration the types of area regulations applicable to those adjacent properties.
5. Open Space requirements. Open space is an essential ingredient in a Planned Unit Development and is one of the most basic and important design elements. A minimum amount of open space must be provided consistent with the requirements of the CCFBC. A property owners' association shall be required if arrangements for improving, operating and maintaining all such common open space areas and other communally-owned facilities have not been completed in a manner satisfactory to the City of Norman.
6. Property Owners' Associations. The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction and maintenance of common elements. All legal instruments setting forth a plan or manner of permanent care and maintenance of such common elements shall be approved by the City Attorney as to legal form and effect, and by City Council as to the suitability of the proposed use of the common elements.
7. Building Height. The height of structures on the west side of University Boulevard extending from Boyd Street to the alley north of Apache Street shall be a maximum of three stories. Properties currently zoned C-3 in the Center City area as of the date of approval by City Council of the CCFBC shall have no height requirements.
8. Central Core Area of Norman sprinkling requirements. Within the Center City Form-Based Code Area of Norman exhibited in Norman Code 36-540, and as that area is contained within the Central Core Area of Norman (see map exhibit to Norman Code 36-550) and two-family(duplex)

structure with four or more BEDROOMS per unit is required to be sprinkled per the requirement in Section P2904 of the International Residential Code (IRC) or NFPA 13D, or as these documents are amended.

9. A theater, including one that sells alcoholic beverages in compliance with state law, may be incorporated into appropriate CCPUD's.

D. Application Procedures. The Planned Unit Development application procedure shall consist of three phases.

1. Pre-application conference. Before submitting an application for any CCPUD, the landowner, or his authorized agent, shall schedule a Pre-application conference with City Staff. The intent of this conference is to provide guidance to the applicant prior to submitting a zoning application and to identify the information necessary for filing the application. The pre-application information shall include the following:
 - a. Boundaries of the property involved;
 - b. Existing zoning of the area and zoning of adjoining properties;
 - c. Existing roadways, easements and waterways;
 - d. A site development plan at a level of detail sufficient to indicate to the City the nature and scope of the project as to its magnitude in terms of approximate number and types of DWELLING UNITS, location and extent of non residential elements, proposed locations of open space areas, and major circulation facilities; and
 - e. Proposed treatment of the perimeter of the CCPUD.
2. Zoning application. The application for the CCPUD shall consist of a simultaneous submission of a rezoning application, site development plan and subdivision plat, if applicable.

The Rezoning Application/Site Development Plan and subdivision plat, if applicable, shall include at least the following information:

- a. Proposed title of the project and name of any engineer, architect, land planner, landscape architect, or company responsible for various elements of the plan.
- b. Site development plan of the property indicating the location of different land uses, dwellings by types and numbers, and areas proposed for open space and recreational use.
- c. All setback lines for all properties shall be shown.
- d. If the project is to be developed in more than one phase, the boundaries of each proposed phase shall be clearly indicated on the development plan.
- e. Calculations shall be submitted of the total number of gross acres in the project, and the acres and percentages thereof proposed to be devoted to the different dwelling types, commercial or other non residential uses, as well as streets, parks, schools, and other reservations.

- f. Tabulation of the total number of DWELLING UNITS by various types in the project and if the project is to be developed in phases, by each phase within the project.

The CCPUD zoning application will be reviewed by Staff and their recommendation shall be forwarded to the Planning Commission for a public hearing and the public hearing shall be legally advertised as specified in Section 36-571 of the Zoning Ordinance.

At the public hearing before the Planning Commission, the applicant and interested citizens will have the opportunity to discuss the merits of the CCPUD proposal. The Planning Commission will assess the proposal in light of ordinance guidelines and will take action after weighing the recommendations of the Staff, the applicant's presentation, and the community's response. The Commission shall recommend approval; recommend approval conditioned on specified modifications; or recommend disapproval of the CCPUD application.

After the CCPUD application is reviewed by the Planning Commission, it will be forwarded to the City Council for their action. The City Council may grant; deny; defer for requested changes or information; or return the application to the Planning Commission for further study. The Council may direct the Planning Commission to reconsider specific aspects of the CCPUD application.

If the City Council approves the CCPUD application, it shall be in the form of an Ordinance which shall specify all conditions and schedules necessary to insure that the proposed CCPUD is accomplished. The applicant is permitted to construct the CCPUD in more than one phase or stage of construction. In such cases, the applicant shall clearly indicate on the Site Development Plan map the boundaries of each proposed phase and any common elements to be constructed with each phase.

E. Submission requirements. As part of the application process for a CCPUD the applicant shall be required to submit the following documents and information:

1. CCPUD zoning district narrative.
 - a. A statement describing the general character of the total DEVELOPMENT and including the rationale behind the assumptions and choices represented in the application.
 - b. Quantitative data including the following information:
 - (i) Parcel size;
 - (ii) Types and numbers of permitted uses and the square footage areas of each category of use;
 - (iii) Proposed building coverage;
 - (iv) Total square footage of common open space by type.
 - c. A Site Development Plan meeting the following requirements:
 - (i) Submitted on one or more sheets not to exceed 24 inches by 36 inches, including a small scale vicinity map;

- (ii) To scale (scale indicated) and directionally oriented, such scale to be as large as possible in order to indicate as much detail as possible;
 - (iii) Lot lines;
 - (iv) Existing and proposed circulation system of all streets, including off street parking areas, service areas, loading areas, and major points of access to public rights of way (ingress and egress);
 - (v) Existing and proposed pedestrian circulation systems;
 - (vi) Proposed treatment of the perimeter of the property, including materials and techniques used such as screens, fences and walls, as well as description of uses, setbacks, and the relationship to surrounding uses;
 - (vii) General schematic landscape plan of the treatment of the area used for private and common open spaces;
 - (viii) Location and size of all areas to be conveyed, dedicated, or reserved as common open spaces, public parks, recreational areas, school sites, and similar public and semi public use;
 - (ix) Location, dimensions, nature of all existing and proposed easements and public improvements;
 - (x) Location of structures;
 - (xi) Indication of existing natural features of the property, including water courses, floodplains, unique natural features, and vegetation;
 - (xii) A legal description of the total site proposed for DEVELOPMENT;
 - (xiii) A DEVELOPMENT schedule indicating the approximate date when construction of the CCPUD, or phases of the CCPUD, can be expected to begin and be completed;
 - (xiv) A statement of the applicant's intentions with regard to the future selling or leasing of all, or portions, of the CCPUD, including land areas and DWELLING UNITS; and
 - (xv) A Preliminary Plat, if applicable, submitted in accordance with Chapter 30.
2. Final Plat. If a subdivision plat is required, the following additional information shall be provided with the Final Plat:
- a. A description of the maintenance provisions of the DEVELOPMENT;
 - b. A final subdivision plat;
 - c. A survey of the property;
 - d. Any changes to the approved DEVELOPMENT schedule, including:
 - e. Starting date;
 - f. Dates when various phases are projected to be completed.
 - g. An updated site development plan;

- h. All legal instruments or covenants in a recordable form. Any such covenants shall stipulate that items of interest to the City of Norman, such as the DEVELOPMENT schedule, permitted uses, and disposition of any required open space, may not be altered by the developer or the property owners association without the specific approval of the City.
- F. Administration. Applications for any building permit within an approved CCPUD, which vary from the standards and conditions set forth in the approved CCPUD, may be approved by the Planning Director within the following guidelines:
 - 1. Does not increase the proposed floor area for non residential use by more than five percent (5%). Does not increase total number of DWELLING UNITS by more than five percent (5%) within a given phase.
 - 2. Does not increase total building coverage by more than five percent (5%).
 - 3. Does not increase building height by more than five percent (5%).
 - 4. Provides for a decrease of up to ten percent (10%) in land coverage, height, or number of DWELLING UNITS.

Appendix C

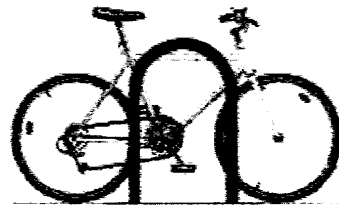
Bicycle Parking Design Guidelines

1. THE RACK ELEMENT

Definition: the rack element is the part of the bike rack that supports one bicycle.

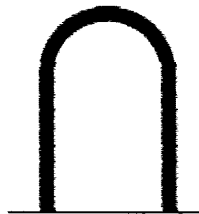
The rack element should:

- Support the bicycle upright by its frame in two places
- Prevent the wheel of the bicycle from tipping over
- Enable the frame and one or both wheels to be secured
- Support bicycles without a diamond-shaped frame with a horizontal top tube (e.g. a mixte frame)
- Allow front-in parking: a U-lock should be able to lock the front wheel and the down tube of an upright bicycle
- Allow back-in parking: a U-lock should be able to lock the rear wheel and seat tube of the bicycle



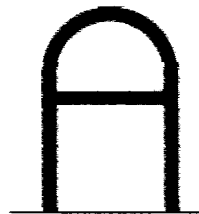
Comb, toast, school-yard, and other wheel-bending racks that provide no support for the bicycle frame are NOT recommended.

The rack element should resist being cut or detached using common hand tools, especially those that can be concealed in a backpack. Such tools include bolt cutters, pipe cutters, wrenches, and pry bars.



INVERTED "U"

One rack element supports two bikes.



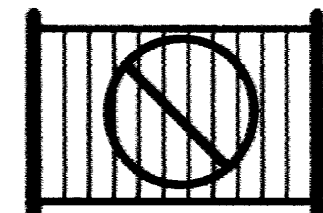
"A"

One rack element supports two bikes.



POST AND LOOP

One rack element supports two bikes.

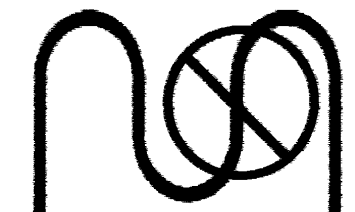


COMB

One rack element is a vertical segment of the rack.

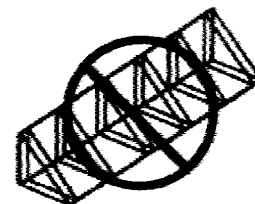


Not recommended



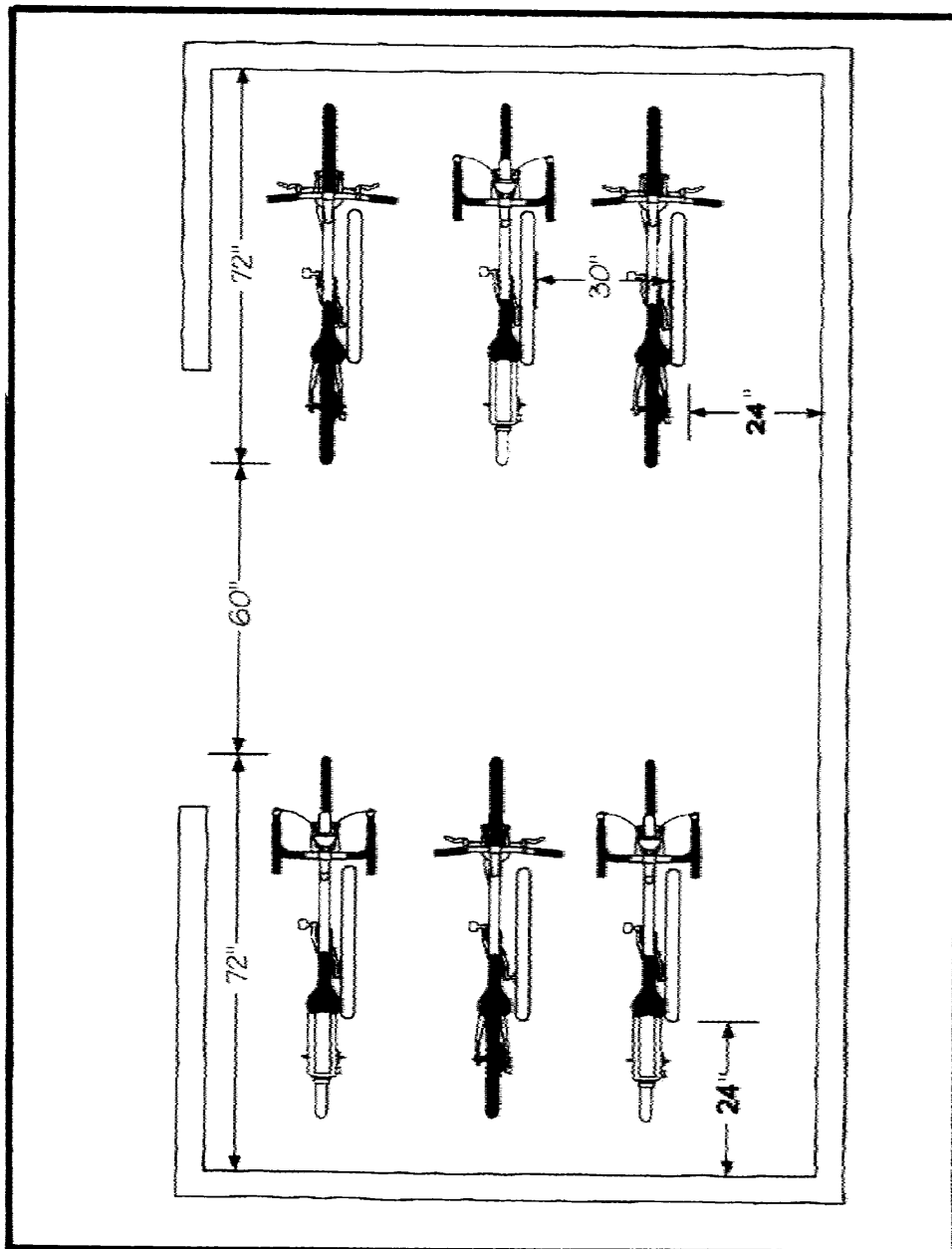
WAVE

One rack element is a vertical segment of the rack.
(see additional discussion on page 3)



TOAST

One rack element holds one wheel of a bike.



File Attachments for Item:

44. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O 2223-47 UPON SECOND AND FINAL READING: AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE, ADOPTED BY REFERENCE IN CHAPTER 36 ("ZONING") AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, TO AMEND THE CENTER CITY REGULATING PLAN MAP TO AMEND THE REQUIRED BUILD LINE ALONG THE NORTH SIDE OF BOYD STREET FROM A POINT STARTING WEST OF MONNETT AVENUE AND CONTINUING TO THE BNSF RAILROAD RIGHT-OF-WAY; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: City of Norman

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2223-47 UPON SECOND AND FINAL READING: AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE, ADOPTED BY REFERENCE IN CHAPTER 36 ("ZONING") AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, TO AMEND THE CENTER CITY REGULATING PLAN MAP TO AMEND THE REQUIRED BUILD LINE ALONG THE NORTH SIDE OF BOYD STREET FROM A POINT STARTING WEST OF MONNETT AVENUE AND CONTINUING TO THE BNSF RAILROAD RIGHT-OF-WAY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

On June 14, 2022, City Council adopted its most recent amendments to the Center City Form Based Code (CCFBC). These amendments to the CCFBC were forwarded to Planning Commission and City Council with a recommendation of support from the Center City Administrative Delay Ad Hoc Committee. The development community and staff have been working with this round of amendments for about a year and have found that corrections and clean-up of the document are needed. As a result, proposed is a revision to amend a portion of the Required Build Line (RBL) along the north side of Boyd Street developed.

Upon direction, City Staff prepared an ordinance amendment to Center City Form Based Code Regulating Plan Map. The proposed amendment will affect nine parcels along the north side of Boyd Street from the parcel on the northwest corner of Monnett Avenue and Boyd Street to the parcel located at the intersection of the BNSF Railroad right-of-way and Boyd Street. The attached Center City Form Based Code Regulating Plan Map reflects the proposed revision to change the existing RBL from nine (9') feet behind the front property line to three (3') feet behind the front property line.

DISCUSSION:

As mentioned, the development community and staff have been working with this round of amendments for about a year and have found that corrections and clean-up of the document are needed. The RBL for the subject area along the north side of Boyd Street is not consistent with the remainder of Boyd Street or other similar areas in the Center City. The proposed amendment to bring the RBL forward to three (3') feet behind the front property line would make this section

of Boyd Street consistent with the remainder of Boyd Street, an important factor as the area continues to develop.

An aerial view of Boyd Street shows that structures in Campus Corner are built closer to the front property line than the existing RBL for the subject area. Moving the RBL forward will make future developments in-line with other structures further west on Boyd Street. Construction of buildings at or near the property line is one of the essential elements of the CCFBC. It furthers one of the specific goals of the Center City: to help create a walkable pedestrian-friendly atmosphere with mixed-use and residential developments along corridors.

Some residential structures already built on the affected parcels would not meet the proposed RBL. However, existing structures would not be required to meet the RBL unless those properties are redeveloped at some point in the future. Two structures located on affected lots do not currently satisfy the existing RBL but would be compliant with the proposed RBL, subject to compliance with other CCFBC process and code requirements.

CONCLUSION:

Staff forwards this proposal for amendments to the CCFBC as Ordinance No. O-2223-47 for consideration by City Council.

At their July 13, 2023 meeting, Planning Commission failed to pass a motion to recommend adoption of Ordinance No. O-2223-47, by a vote of 1-6.

Ordinance No. O-2223-47

AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE, ADOPTED BY REFERENCE IN CHAPTER 36 ("ZONING") AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, TO AMEND THE CENTER CITY REGULATING PLAN MAP TO AMEND THE REQUIRED BUILD LINE ALONG THE NORTH SIDE OF BOYD STREET FROM A POINT STARTING WEST OF MONNETT AVENUE AND CONTINUING TO THE BNSF RAILROAD RIGHT-OF-WAY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

- § 1. That Section 36-540 of Chapter 36 of the Code of the City of Norman shall be amended so as to replace the Center City Regulating Plan Map, 302.B, of the Center City Form Based Code document, shall be amended and replaced in a manner consistent with this ordinance.
- § 2. That the changes incorporated in the above Center City Regulating Plan Map alter the Required Build Line ("RBL") located along Boyd Street, starting at a point approximately 140 feet west of Monnett Avenue right of way, and continuing east to where the RBL meets the BNSF Railroad Right-of-Way boundary, where the center of said RBL will be located, going forward, three (3) feet behind the respective southern property lines for each affected parcel or lot.
- § 3. That RBL relocation will occur upon the following described lots:

Lot 42 in Block 4, of State University Addition, to Norman, Cleveland County, Oklahoma

and

Lots 18-36A in Block 3, of State University Addition, to Norman, Cleveland County, Oklahoma.

§ 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2023.

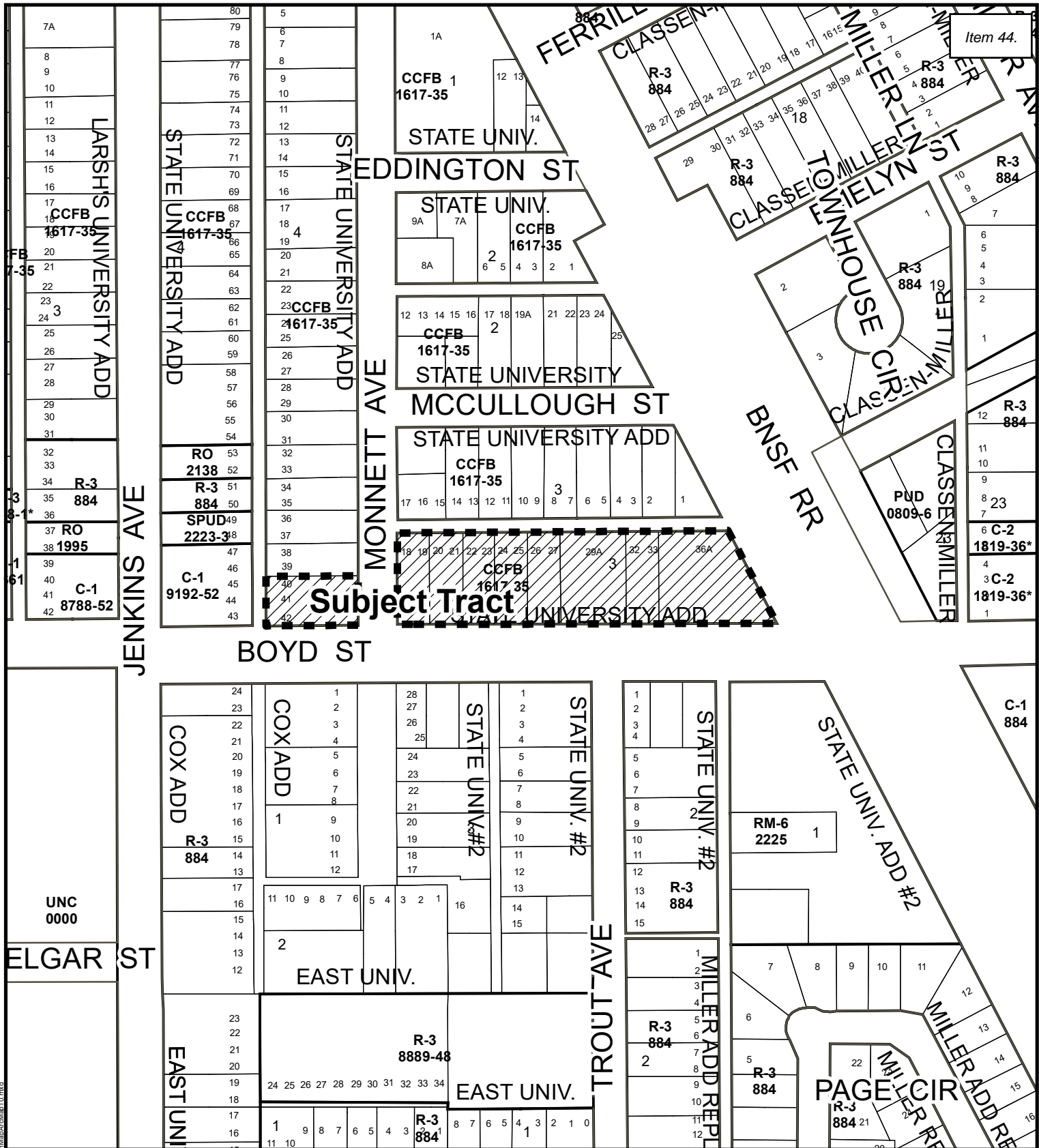
NOT ADOPTED this _____ day
of _____, 2023.

(Mayor)

(Mayor)

ATTEST:

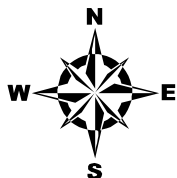
(City Clerk)



Location Map



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



May 16, 2023

0 100 200 Ft.



Subject Tract

ORDINANCE NO. O-2223-47

ITEM NO. 17

STAFF REPORT

ITEM: AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE, ADOPTED BY REFERENCE IN CHAPTER 36 ("ZONING") AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, TO AMEND THE CENTER CITY REGULATING PLAN MAP TO AMEND THE REQUIRED BUILD LINE ALONG THE NORTH SIDE OF BOYD STREET FROM A POINT STARTING WEST OF MONNETT AVENUE AND CONTINUING TO THE BNSF RAILROAD RIGHT-OF-WAY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

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Upon direction, City Staff prepared an ordinance amendment to Center City Form Based Code Regulating Plan Map. The proposed amendment will affect nine parcels along the north side of Boyd Street from the parcel on the northwest corner of Monnett Avenue and Boyd Street to the parcel located at the intersection of the BNSF Railroad right-of-way and Boyd Street. The attached Center City Form Based Code Regulating Plan Map reflects the proposed revision to change the existing RBL from nine (9') feet behind the front property line to three (3') feet behind the front property line.

DISCUSSION:

As mentioned, the development community and staff have been working with this round of amendments for about a year and have found that corrections and clean-up of the document are needed. The RBL for the subject area along the north side of Boyd Street is not consistent with the remainder of Boyd Street or other similar areas in the Center City. The proposed amendment to bring the RBL forward to three (3') feet behind the front property line would make this section of Boyd Street consistent with the remainder of Boyd Street, an important factor as the area continues to develop.

An aerial view of Boyd Street shows that structures in Campus Corner are built closer to the front property line than the existing RBL for the subject area. Moving the RBL forward will make future developments in-line with other structures further west on Boyd Street. Construction of buildings at or near the property line is one of the essential elements of the CCFBC. It furthers one of the specific goals of the Center City: to help create a walkable pedestrian-friendly atmosphere with mixed-use and residential developments along corridors.

The parcels with existing structures included within this proposed amendment constructed prior to the adoption of the CCFBC. These parcels would only be required to meet the proposed RBL if the property redevelops.

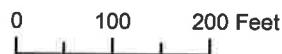
CONCLUSION:

Staff forwards this proposal for amendments to the CCFBC as Ordinance No. O-2223-47 for consideration by the Planning Commission and a recommendation to City Council.

Item 13 – Ordinance No. O-2223-47
Protests as of June 7, 2023

[illegible]

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



824

Gray Sea, LLC
4104 Hidden Lake Circle, Moore, Ok 73160
405-659-9374

June, 4, 2023

To the Norman Planning Commission:

The purpose of this letter is to formally protest the amendment to the Center City Regulating Plan MAP for property generally located on the north side of Boyd Street from the west side of Monnett Street to the BNSF Railroad right-of-way, specifically, the change of existing required Build Line (RBL) to three (3) feet from the front property line.

As a property owner within these boundaries, we feel that the proposed change would provide a hazard to existing properties, primarily our property located at 301 E. Boyd. Residents use the driveway provided to park their vehicles. Our home sits back 25 feet from the front property line, and with the proposed changes would make sight lines impossible to see and extremely dangerous for our tenants backing out onto Boyd Street, restricting their view from the westbound traffic as well as pedestrian traffic on the sidewalks. Our home is a newer home, built in 2015, so this proposed change would be a concern to public safety and possible liability for many years to come, if passed.

Along with safety concerns, is the aesthetic consistency among the properties, that most do not find appealing.

Sincerely,



Charles M. Pierce, Member/Manager
Gray Sea, LLC.

Kimber Lynn Cochran-Pierce, Member/Manager
Gray Sea, LLC.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6/5/23

To whom it may concern,

We are against any changes to the RBL along the corridor on Boyd St. from Monnett to the railroad tracks along the north side of Boyd st.



Rob Uhles

RU2 Properties, LLC

221 McCullough

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6/5/23

To whom it may concern,

We are against any changes to the RBL along the corridor on Boyd St. from Monnett to the railroad tracks along the north side of Boyd st.



Rob Uhles

RU2 Properties, LLC

215 E. Boyd

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6/5/23

6/5/23

TO WHOM IT MAY CONCERN:

Re: Change of Amendment

I am opposed to the amendment to change the existing RBL on Boyd Street from the west side of Monnett Street to the BNSF railroad right-of way.

223 McCullough LLC

A handwritten signature in black ink, appearing to read "Tammy McCown", is written over a horizontal line.

Tammy McCown
Authorized signer for 223 McCullough LLC

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6/5/23

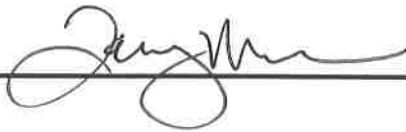
6/5/23

TO WHOM IT MAY CONCERN:

Re: Change of Amendment

I am opposed to the amendment to change the existing RBL on Boyd Street from the west side of Monnett Street to the BNSF railroad right-of way.

Emmijane LLC

A handwritten signature in black ink, appearing to read "Tammy McCown", is written over a horizontal line.

Tammy McCown
Authorized signer for Emmijane LLC

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6/5/23

6/5/23

TO WHOM IT MAY CONCERN:

Re: Change of Amendment

I am opposed to the amendment to change the existing RBL on Boyd Street from the west side of Monnett Street to the BNSF railroad right-of way.

824 Monnett LLC

A handwritten signature in black ink, appearing to read "Tammy McCown", is written over a horizontal line.

Tammy McCown
Authorized signer for 824 Monnett LLC

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6/5/23

6/5/23

TO WHOM IT MAY CONCERN:

Re: Change of Amendment

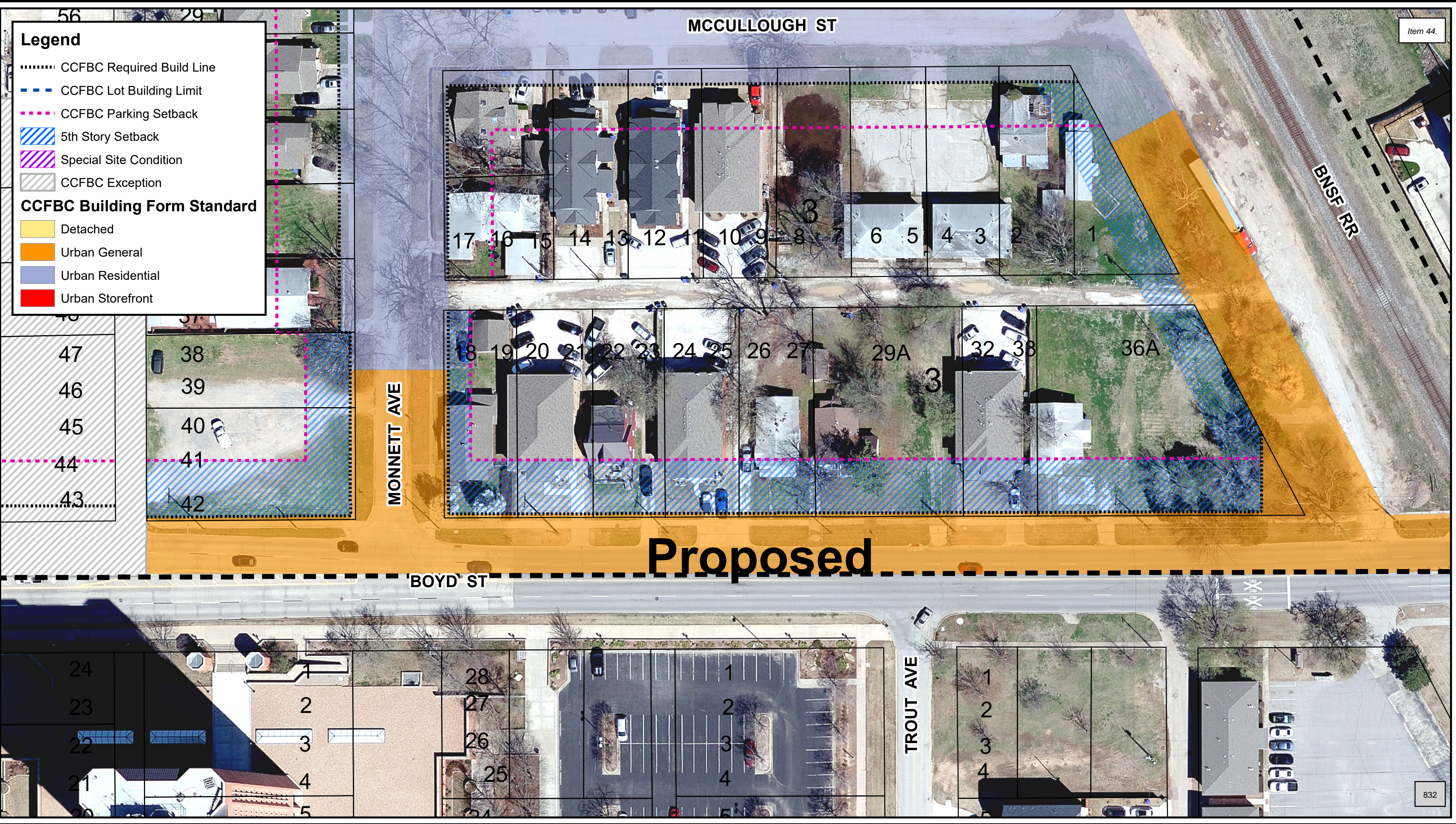
I am opposed to the amendment to change the existing RBL on Boyd Street from the west side of Monnett Street to the BNSF railroad right-of way.

1011 Trout LLC

A handwritten signature in cursive script, reading "Shelby Croslin", is written over a horizontal line.

Shelby Croslin
Authorized signer for 1011 Trout LLC

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6/5/23



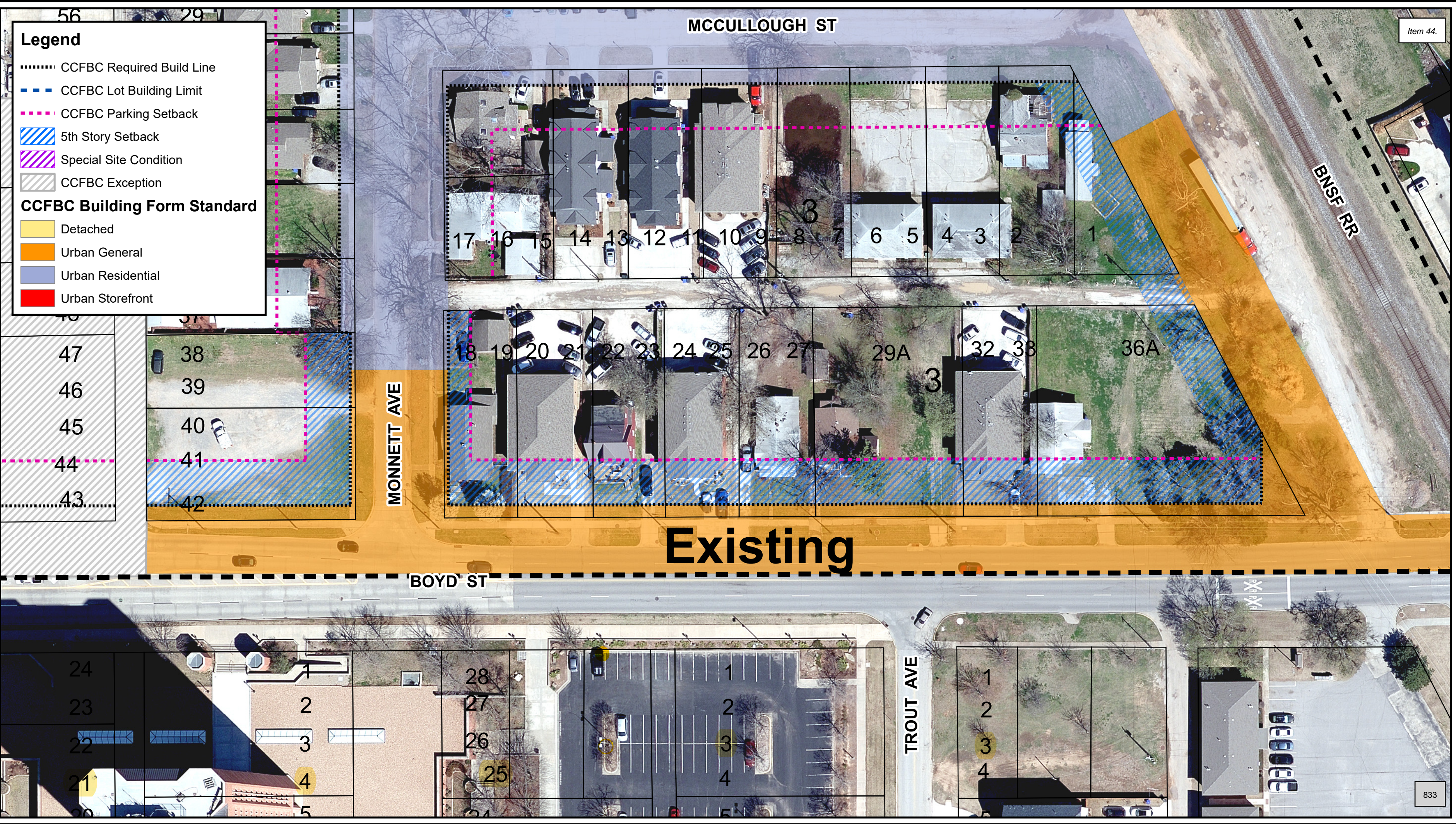
Legend

- CCFBC Required Build Line
- - - CCFBC Lot Building Limit
- - - CCFBC Parking Setback
- [Blue Hatched] 5th Story Setback
- [Pink Hatched] Special Site Condition
- [Yellow Hatched] CCFBC Exception

CCFBC Building Form Standard

- [Yellow] Detached
- [Orange] Urban General
- [Purple] Urban Residential
- [Red] Urban Storefront

Proposed



Legend

- CCFBC Required Build Line
- - - CCFBC Lot Building Limit
- - - CCFBC Parking Setback
- [Blue Hatched Box] 5th Story Setback
- [Pink Hatched Box] Special Site Condition
- [Grey Hatched Box] CCFBC Exception

CCFBC Building Form Standard

- [Yellow Box] Detached
- [Orange Box] Urban General
- [Purple Box] Urban Residential
- [Red Box] Urban Storefront

MCCULLOUGH ST

Item 44.

BNSF RR

MONNETT AVE

Existing

BOYD ST

TROUT AVE

File Attachments for Item:

45. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT PP-2223-8: FOR SIMPLE STORAGE ADDITION (GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF THE INTERSECTION OF 24TH AVENUE SE AND IMHOFF ROAD).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/2023

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT PP-2223-8: FOR SIMPLE STORAGE ADDITION (GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF THE INTERSECTION OF 24TH AVENUE SE AND IMHOFF ROAD).

BACKGROUND:

This item is a preliminary plat for Simple Storage Addition and is generally located near the northeast corner of the intersection of 24th Avenue S.E, and Imhoff Road. The preliminary plat consists of 9.85 acres and two (2) commercial lots.

Planning Commission, at its meeting of July 13, 2023 recommended approval of the preliminary plat for Simple Storage Addition.

DISCUSSION:

The proposed commercial and general light industrial mixed used development in this Addition is expected to generate approximately 976 trips per day, 147 AM peak hour trips, and 220 PM peak hour trips. The development is proposed for location on the northeast corner of the 24th Avenue SE intersection with Imhoff Road. Being just above the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer is required to submit a traffic impact analysis with this application. On behalf of the developer Blew & Associates, PA submitted traffic impact analysis memorandum. No traffic operational issues are anticipated due to the development.

STREET	NO. OF LANES	PROJECT ED TRAFFIC (Veh/day)	BACKGR OUND TRAFFIC (Veh/day)	TOTAL PROJECT ED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
24 th Ave SE	4	754	10,387	11,141	34,200	30.37	32.58
Imhoff Rd	2	222	1,000	1,222	17,100	5.85	7.15

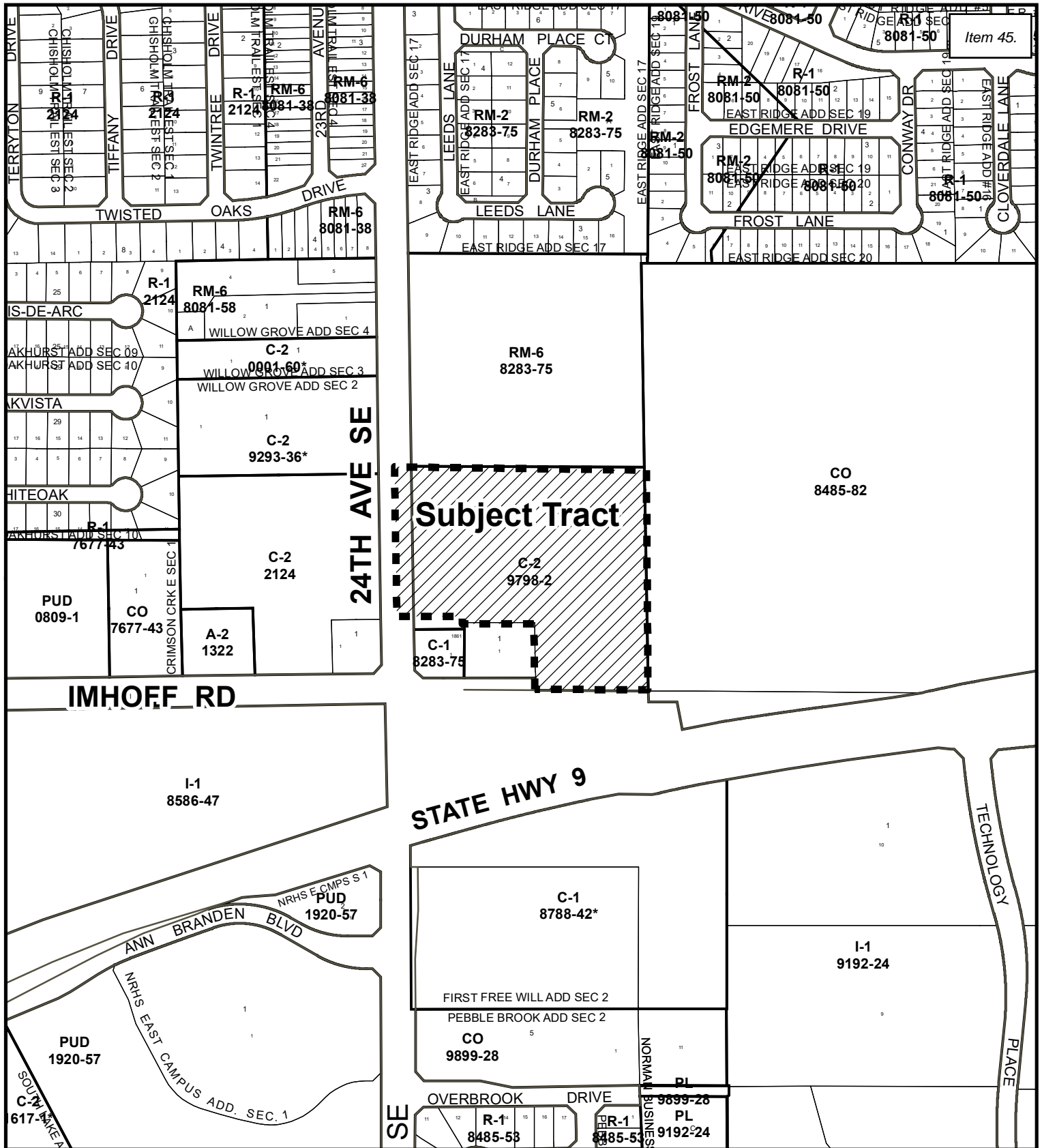
The proposed development will access 24th Avenue SE from the east by one proposed, full access drive. This access does not meet the driveway spacing requirements in the City's Engineering Design Criteria resulting in the need for the developer to Request a Variance with regard to this access point. The proposed development will also access Imhoff Road from the north by one proposed, full access driveway. Capacity exceeds demand in this area. As such, no additional off-site improvements are anticipated.

Public improvements for this property consist of the following:

1. **Fire Hydrants**. Fire hydrants will be installed in accordance with approved plans and City standards. Their locations have been approved by the Fire Department.
2. **Drainage**. Stormwater and appurtenant drainage structures will be installed in accordance with plans and City drainage standards. Stormwater runoff will be conveyed to a privately-maintained detention facilities.
3. **Sanitary Sewers**. Public sanitary sewer mains are existing.
4. **Sidewalks**. Sidewalks will be constructed adjacent to Imhoff Road. There is an existing sidewalk adjacent to 24th Avenue S.E.
5. **Streets**. Imhoff Road and 24th Avenue S.E. street paving is existing.
6. **Water Mains**. Existing water mains are adjacent to 24th Avenue S.E. and Imhoff Road.
7. **Public Dedications**. All rights-of-way and easements will be dedicated to the City with final platting.

STAFF RECOMMENDATIONS:

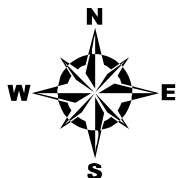
Based upon the above information, staff recommends approval of the preliminary plat for Simple Storage Addition.



Location Map



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



May 3, 2023

0 200 400 Ft.



Subject Tract



Zoning

PROPERTY INFORMATION		
Gross Site Area:	429,256.24 sf	9.85 acres
Proposed Dedicated R.O.W:	0.00 sf	0.00 acres
Net Site Area:	429,256.24 sf	9.85 acres
Zoning:	C-2, General Commercial District	
ZONING REGULATIONS		
Front Yard:		10 ft
Side Yard:		0 ft
Side Yard (adjacent to residential):		5 ft
Rear Yard:		3 ft
Height Regulations:		None
LOT INFORMATION		
Buildable Lots:		2

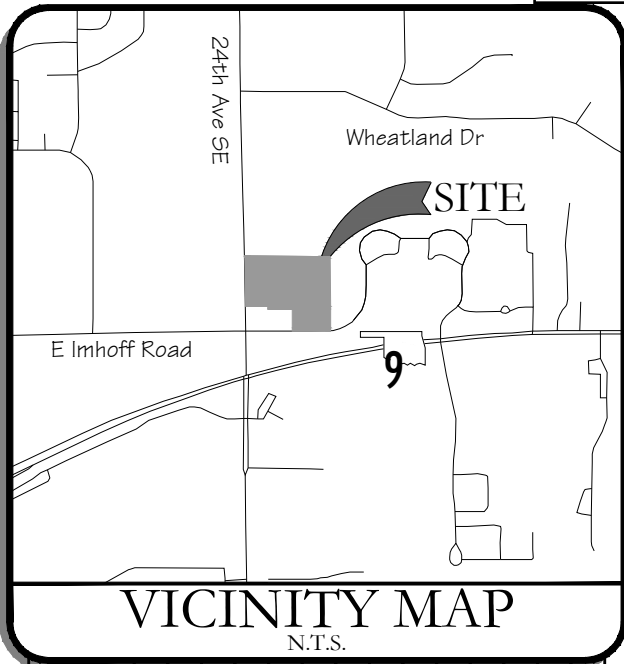
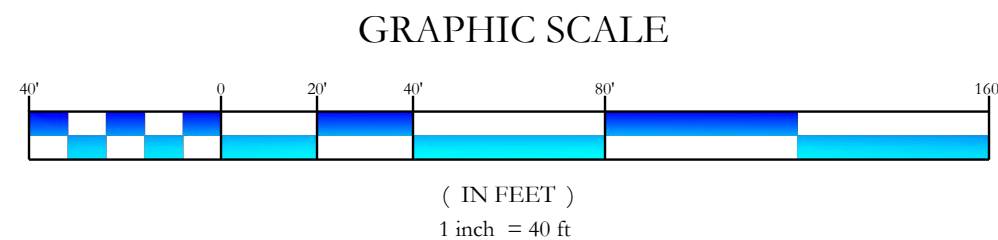
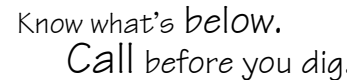
DEVELOPER/OWNER:	PIPELINE OWNER:
Simple Storage LLC	Southern Star Central Gas Pipeline, Inc.
PO Box 15529	4700 State Route 56
Del City, OK 73155	Owensboro, KY 42301
Ph: (405) 509-6795	(270) 852-4417

A tract of land lying the Southwest quarter (SW/4) of Section three, Township eight (8) North Range two (2) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the southwest corner of said SW/4; thence North 09°53'24" West along the West line of said SW/4 a distance of 221.97 feet to the Point of Beginning; thence continuing North 09°53'24" West along said West line a distance of 456.84 feet; thence South 89°13'59" East a distance of 710.1 feet; thence North 09°53'24" West a distance of 670.68 feet; thence North 09°53'24" West a distance of 345.82 feet; thence North 09°53'24" West a distance of 200.03 feet to the Point of Beginning; thence North 89°50'12" West a distance of 217.84 feet; thence North 09°53'24" West a distance of 219.7 feet; thence North 89°50'12" West a distance of 200.03 feet to the Point of Beginning containing .97.85 acres.

Drainage detention facility easements are hereby established as shown to provide for detention of storm surface water and constructed as approved by the city engineer. All maintenance within the drainage detention facility easement shall be the right, duty and responsibility of the property owners association in the plat of Simple Storm Subdivision; however, if maintenance is neglected or subject to other unusual circumstances and is determined to be a hazard or threat to public safety by the city, corrective maintenance may be performed by the governing jurisdiction with costs assessed to and born upon said property owners association. Officials representing the public works department may be authorized to enter the right-of-way of the property owner to inspect and/or correct maintenance of the facility. Upon receiving written approval from the public works department, property owners association may construct improvements within the easement, provided the improvement does not interfere with the function of the detention facility.

A PART OF THE SW/4, SEC. 3, T8N, RWW, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



REVISIONS:		DATE
NO.	DESCRIPTION	
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Preliminary Plat

Preliminary Plat For:

Simple Storage Addition

Luke Rountree

PO Box 15329

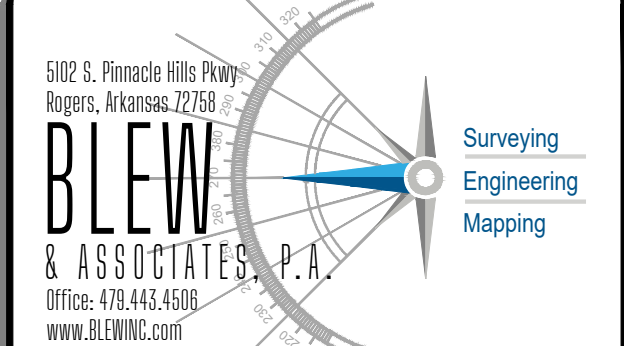
Del City, OK 73155
405 500 4705

(405) 509-6795

SEAL

NOT FOR
CONSTRUCTION
FOR REVIEW
ONLY!!!

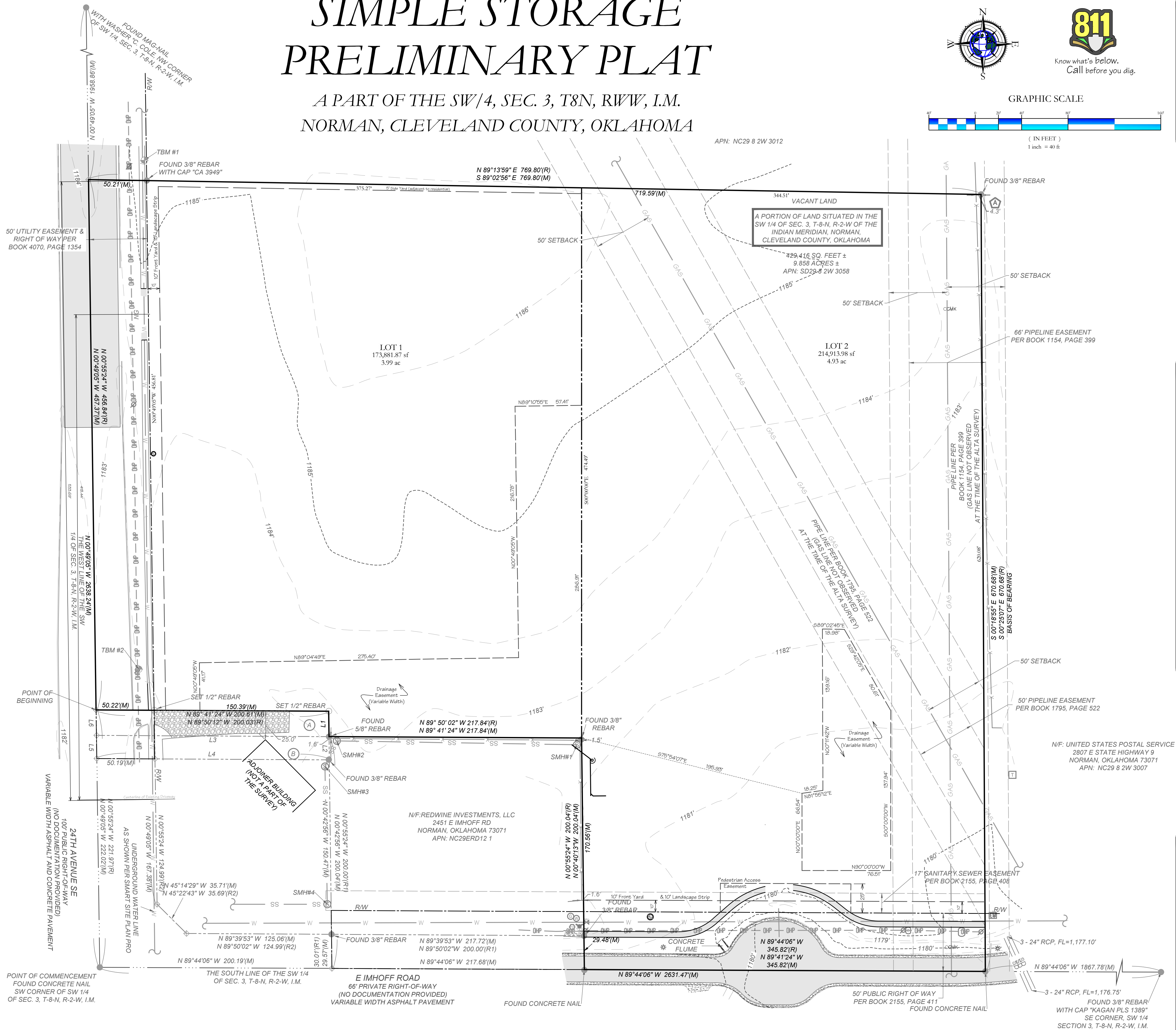
FIRM:



Certificate of Authorization № 5387

DATE:	2023-06-29	JOB NUMBER:	22-11951
DRAWN BY:	H. Smith	REVIEWED BY:	J. Du Quesne
DRAWING NAME:		22-11951 Civil 004.dwg	
SHEET NUMBER:			

PP



[illegible][illegible]



CITY OF NORMAN

Development Review Form

Transportation Impacts

DATE: June 22, 2023

STAFF REVIEW BY: Awet Frezgi, P.E.
City Traffic Engineer

PROJECT NAME: Simple Storage PP

PROJECT TYPE: Commercial/Light Industrial

Owner: Simple Storage, LLC
Developer's Engineer: Blew & Associates, PA
Developer's Traffic Engineer: Blew & Associates, PA

SURROUNDING ENVIRONMENT (Streets, Developments)

Commercial and institutional uses surround the proposed site with some high density residential to the west, low density residential to the north, and industrial to the south.

ALLOWABLE ACCESS:

The site proposes two access points. One access point is located along 24th Avenue SE and the other along Imhoff Road. A variance for driveway spacing will be required for the 24th Avenue SE access point. The Imhoff Road access point meets the applicable requirements in the Engineering Design Criteria.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)

24th Avenue SE: 4 lanes (existing and future). Speed Limit - 40 mph. No sight distance problems. No median.

Imhoff Road: 2 lanes (existing and future). Speed Limit - 25 mph. No sight distance problems. No median.

ACCESS MANAGEMENT CODE COMPLIANCE: YES ☒ NO ☐

Proposed number of access points for the development is in compliance with what is allowed in the subdivision regulations.

TRIP GENERATION

Time Period	Total	In	Out
Weekday	976	488	488
A.M. Peak Hour	147	89	58
P.M. Peak Hour	220	106	114

TRANSPORTATION IMPACT STUDY REQUIRED? YES ☒ NO ☐

Being just above the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer is required to submit a traffic impact analysis with this application. On behalf of the developer Blew & Associates, PA submitted traffic impact analysis memorandum. No traffic operational issues are anticipated due to the development.

RECOMMENDATION: APPROVAL ☒ DENIAL ☐ N/A ☐ STIPULATIONS ☐

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

The proposed development will access 24th Avenue SE from the east by one proposed, full access drive. This access does not meet the driveway spacing requirements in the City's Engineering Design Criteria resulting in the need for the developer to Request a Variance with regard to this access point. The proposed development will also access Imhoff Road from the north by one proposed, full access driveway. Capacity exceeds demand in this area. As such, no additional off-site improvements are anticipated.

Planning Commission Agenda
July 13, 2023

PRELIMINARY PLAT

ITEM NO. 7

PP-2223-8

STAFF REPORT

ITEM: Consideration of a preliminary plat for **SIMPLE STORAGE ADDITION**.

LOCATION: Generally located near the northeast corner of the intersection of 24th Avenue S.E. and Imhoff Road.

INFORMATION:

1. Owners. Simple Storage, L.L.C.
2. Developer. Simple Storage, L.L.C.
3. Engineer. Blew and Associates, PA.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1314 annexing this property into the Norman Corporate City Limits without zoning.
2. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District.
3. March 10, 1983. Planning Commission, on a vote of 8-0, recommended to City Council that this property be placed in C-1, Local Commercial District and removed from A-2, Rural Agricultural District.
4. March 10, 1983. Planning Commission, on a vote of 8-0, approved the preliminary plat for East Ridge Addition.
5. April 12, 1983. City Council adopted Ordinance No. O-8283-75 placing this property in C-1, Local Commercial District and removing it from A-2, Rural Agricultural District.
6. July 10, 1997. Planning Commission, on a vote of 6-0, recommended to City Council that this property be placed in C-2, General Commercial District and removed from C-1, Local Commercial District.

7. August 26, 1997. City Council adopted Ordinance No. O-9798-2 placing this property in the C-2, General Commercial District and removing it from the C-1, Local Commercial District.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans and City Standards. Their locations will be approved by the Fire Department.
2. Sanitary Sewers. Sanitary sewer mains are existing serving the two (2) proposed lots.
3. Sidewalks. Sidewalks will be required adjacent to Imhoff Road. There is an existing sidewalk adjacent to 24th Avenue S.E.
4. Storm Sewers. Storm water run off will be conveyed to a proposed privately-maintained detention facility within each lot.
5. Streets. Imhoff Road and 24th Avenue S.E. are existing.
6. Water Mains. Water mains adjacent to Imhoff Road and 24th Avenue S.E. are existing.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way will be dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, site plan and preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: This property consists of 9.85 acres. There are two (2) proposed lots. One lot is fronting 24th Avenue S.E. and the other lot is fronting Imhoff Road. The proposed use is commercial.

ACTION NEEDED: Recommend approval or disapproval of the preliminary plat for Simple Storage Addition to City Council.

ACTION TAKEN: _____

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PRELIMINARY PLAT FOR SIMPLE STORAGE ADDITION.

LOCATION: Generally located near the northeast corner of the intersection of 24th Avenue S.E. and Imhoff Road.

INFORMATION:

1. Owners. Simple Storage, L.L.C.
2. Developer. Simple Storage, L.L.C.
3. Engineer. Blew and Associates, PA.

HISTORY:

1. Refer to the Planning Commission Staff Report, July 13, 2023.
2. August 26, 1997. City Council adopted Ordinance No. O-9798-2 placing this property in the C-2, General Commercial District and removing it from the C-1, Local Commercial District.
3. July 13, 2023. Planning Commission, on a vote of 7-0 recommended to City Council that the preliminary plat for Simple Storage Addition be approved.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, July 13, 2023.

PUBLIC DEDICATIONS:

1. Refer to the Planning Commission Staff Report, July 13, 2023.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, site plan, preliminary plat, plat Staff report recommending approval, and pertinent excerpts from the Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the preliminary plat for Simple Storage Addition.

ACTION TAKEN:_____