



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

**Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, January 24, 2023 at 6:30 PM**

AGENDA

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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 1 through Item 17 be placed on the consent docket.

First Reading Ordinance

- 1. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-21 UPON FIRST READING BY TITLE:** AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF SECTION TWENTY-TWO (22), TOWNSHIP EIGHT NORTH (8N), RANGE ONE WEST (1W), OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (LOT 1 OF ROLL TOP RANCH COS-0708-5)
- 2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-24 UPON FIRST READING BY TITLE:** AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING AND ENACTING A NEW CODE FOR THE CITY; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Reports/Communications

- 3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF DECEMBER, 2022, AND DIRECTING THE FILING THEREOF.**
- 4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF DECEMBER, 2022.**

Bids

- 5. CONSIDERATION AND AWARD, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-23:** FOR THE PURCHASE OF ASPHALT MATERIALS FOR THE STREETS AND STORMWATER DIVISIONS TO HASKELL LEMON CONSTRUCTION COMPANY, PAVING MATERIALS, INC., T&C ASPHALT MATERIALS, L.L.C., AND CRAFTCO, INC., SUPPLY CENTER AS THE LOWEST AND BEST BIDDERS MEETING SPECIFICATIONS AS OUTLINED IN THE STAFF REPORT.

Donation

6. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$100,000 FROM THE NORMAN PARK FOUNDATION TO THE NORMAN MUNICIPAL AUTHORITY TO BE USED FOR THE DEVELOPMENT OF BENTLEY PARK IN THE BELLATONA NEIGHBORHOOD ADDITION LOCATED NEAR THE INTERSECTION OF HIGHWAY 9 AND 36TH AVENUE S.E.

Easement

7. CONSIDERATION OF ACCEPTANCE, GRANTING, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2223-24: A TEMPORARY EASEMENT TO OKLAHOMA NATURAL GAS ELECTRIC COMPANY (ONG), FOR THE PURPOSE OF CONDUCTING UTILITY WORK AROUND THE YOUNG FAMILY LIFE CENTER PRIOR TO THE UTILITY EASEMENTS THAT ARE INCLUDED IN THE PLAT GO INTO EFFECT UPON THE PLAT BEING FILED OF RECORD.

Contracts

8. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. NINE TO CONTRACT K-1617-114: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY (NMA), THE CITY OF NORMAN, AND P.D.G., L.L.C., D/B/A PLANNING DESIGN GROUP, FOR ADDITIONAL DESIGN AND CONSTRUCTION SERVICES FOR AN INCREASE NOT TO EXCEED \$49,207.50 AND APPROPRIATION OF CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.
9. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE GUARANTEED MAXIMUM PRICE BY \$3,500,000 TO PROVIDE FOR THE GUARANTEED MAXIMUM PRICE FOR THE CONSTRUCTION OF THE NORMAN MUNICIPAL COURT PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-1920-133 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$4,413.69 FOR THE CITY HALL PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT AMENDMENT NO. 1 TO CONTRACT K-2122-81 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., FOR GRIFFIN PARK PHASE V OF THE GRIFFIN PARK REMODEL PROJECT, FINAL PAYMENT IN THE AMOUNT OF \$61,399.28 AND FINAL ACCEPTANCE OF THE PROJECT.
12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. 1 TO CONTRACT K-2223-31 BY AND BETWEEN THE CITY OF NORMAN AND CIMARRON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$87,683.63 FOR THE BUTLER DRIVE DRAINAGE IMPROVEMENT PROJECT AND FINAL ACCEPTANCE AND PAYMENT IN THE AMOUNT OF \$157,329.68.
13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-83: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN ARTS COUNCIL FOR THE 2023 ARTFUL INLETS PROJECT.
14. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-88: A PROJECT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT J3-6148(004)AG, JOB 36148(04) FOR THE CONSTRUCTION OF THE JENKINS AVENUE WIDENING PROJECT FROM IMHOFF ROAD TO LINDSEY STREET AND RESOLUTION R-2223-89.
15. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-108: A PROJECT, MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT J3-6151(004)AG, STATE JOB 36151(04), TO PROVIDE TRAFFIC SIGNAL INTERCONNECTION ON 36TH AVENUE N.W. BETWEEN TECUMSEH ROAD AND ROBINSON STREET AND RESOLUTION R-2223-90.
16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-110: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND P.D.G, L.L.C., D/B/A PLANNING DESIGN GROUP IN THE AMOUNT OF \$264,150 TO PROVIDE PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE NORMAN NATURE PARK TO BE LOCATED AT THE INTERSECTION OF CARTER AVENUE AND ALAMEDA STREET AND BUDGET TRANSFER BETWEEN PROJECT ACCOUNTS AS OUTLINED IN THE STAFF REPORT.

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-111: A PROJECT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE PHASE 9 PAVEMENT MARKINGS PROJECT [FEDERAL-AID PROJECT J3-6015(004)AG, J/P NO. 36015(04)] AND RESOLUTION R-2223-91.

NON-CONSENT ITEMS

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-54: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIVE (5), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE COMMERCIAL DESIGNATION AND PLACE THE SAME IN THE HIGH DENSITY RESIDENTIAL DESIGNATION, EXCEPTING THOSE AREAS THAT WILL REMAIN DESIGNATED AS FLOODPLAIN. (WEST SIDE OF CLASSEN BOULEVARD NORTH OF EAST CONSTITUTION STREET)
19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-17 UPON SECOND AND FINAL READING. AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIVE (5), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-2, GENERAL COMMERCIAL DISTRICT, AND A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (WEST SIDE OF CLASSEN BOULEVARD NORTH OF EAST CONSTITUTION STREET)
20. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2223-4: A PRELIMINARY PLAT FOR THE VERVE NORMAN ADDITION, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED ON THE WEST SIDE OF CLASSEN BOULEVARD AND NORTH OF CONSTITUTION STREET).

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-20 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 5-401 (1) CARPORT DEFINITION, AMENDING SECTION 5-403 OF ARTICLE IV OF CHAPTER 5 ("BUILDING CONSTRUCTION") TO ADD REGULATIONS FOR CONSTRUCTION OF CARPORTS, AND DELETING SECTION 22-431.10 ("RESIDENTIAL CARPORTS") IN CHAPTER 22 ("ZONING ORDINANCE"); AND AMENDING SECTION 22-441 ("BOARD OF ADJUSTMENT") TO CHAPTER 22 ("ZONING ORDINANCE") TO REMOVE THE SPECIAL EXCEPTION REQUIREMENT FOR CARPORTS IN CHAPTER 22 ("ZONING ORDINANCE") OF THE CODE OF THE CITY OF NORMAN AND TO ESTABLISH NEW CARPORT STANDARDS IN ARTICLE IV OF CHAPTER 5; AND PROVIDING FOR THE SEVERABILITY THEREOF.

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-109: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CS HOLDING, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$525,000 FOR THE PURCHASE OF 4.85 ACRES LOCATED AT THE NORTHEAST CORNER OF OAKHURST AVENUE AND IMHOFF ROAD TO BE USED FOR AFFORDABLE HOUSING.

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 ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-21 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF SECTION TWENTY-TWO (22), TOWNSHIP EIGHT NORTH (8N), RANGE ONE WEST (1W), OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (LOT 1 OF ROLL TOP RANCH COS-0708-5)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/24/2023

REQUESTER: Bryan and Donna Komers

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-21 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF SECTION TWENTY-TWO (22), TOWNSHIP EIGHT NORTH (8N), RANGE ONE WEST (1W), OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (LOT 1 OF ROLL TOP RANCH COS-0708-5)

PROJECT OVERVIEW:

The applicant is requesting a rezoning to PUD, Planned Unit Development, at property located at 10001 Etowah Road. The site is currently vacant. On December 12, 1961, City Council adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District. Dirt-mining is not an allowed use or Special Use in the A-2 District therefore, rezoning to a PUD, Planned Unit Development, to allow such operations in addition to uses normally allowed in the A-2, Rural Agricultural District is required.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT MEETING PD 22-28, November 17, 2022

A neighbor explained that he can see the dirt mining from his house.

The neighbors also were curious if environmental studies had been conducted.

The applicant explained they had not.

Neighbors were concerned with truck traffic and if the existing road can support the semi-trucks. A neighbor also requested that mining not be permitted after business hours and that a sound barrier be placed so as not to disturb his family while mining activity is occurring.

ZONING ORDINANCE CITATION:

SEC. 420 – 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 decisions that are more informed 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: The PUD Narrative includes the following uses:

- Commercial Dirt Mining Activities.
- Detached one family dwelling.
- Church, temple, or other place of worship.
- Public school or school offering general educational courses the same as ordinarily given in the public schools and having no rooms regularly used for housing or sleeping.
- Agricultural crops.
- The raising of farm animals.
- All of the following uses:
 - Country club.
 - Family day care home.
 - Golf course (excluding miniature golf courses).
 - Home occupation.
 - Library.
 - Park or playground.
 - Plant nursery.
- Accessory buildings, including barns, sheds and other farm buildings, which are not part of the main building. One guest house may be utilized provided (a) it is clearly secondary to the larger main dwelling; (b) the structure is not rented or leased, nor used as a permanent dwelling; and (c) is not a mobile home.
- Type 2 mobile home.
- Medical Marijuana Commercial Grower, as allowed by state law.
- Medical Marijuana Education Facility (cultivation activities only), as allowed by state law.
- Short-term rentals.

Dirt mining activities may only be conducted between the hours of 8:00am – 8:00pm. No mining activities will occur within easement areas depicted on the Site Development Plan.

OPEN SPACE: The property will maintain a ten percent (10%) open space percentage in accordance with the City of Norman's Planned Unit Development (PUD) Ordinance. No changes to the existing open space are proposed.

SITE PLAN/ACCESS: The Site Plan is shown in Exhibit B of the PUD Narrative. The site plan shows no changes to the property. Access will continue to be off Etowah Road and will be brought up to current City standards. While no structures are shown on the proposed site plan, a single-family home would be allowed in the future. Section 22:420.5.a.3.j. (Preliminary Development Plan submittal for Planned Unit Developments) states a site plan should show "general location of structures other than single family detached units."

SIGNAGE: Signs shall comply with the sign standards of the City of Norman Sign Code as applicable to a zoning of A-2, Rural Agricultural District. The low-density residential zone sign standards would apply.

SANITATION/UTILITIES: The property does not require City sanitation services. The property will continue to have polycart services. Additional sanitation services will be approved by City sanitation services.

PARKING: The property will comply with the City's parking ordinances.

FENCING: Where installed, fencing may be barbed wire, stockade, or other material. Fencing shall otherwise comply with all City of Norman requirements. It is anticipated that the entrance to the Property will be gated.

EXISTING ZONING: The subject property is currently zoned A-2, Rural Agricultural District.

ALTERNATIVES/ISSUES:

IMPACTS: Surrounding properties include single-family homes and vacant land. Adjacent properties are zoned A-2, Rural Agricultural District. Single-family homes adjacent to the site to the south are located in the Town of Slaughterville. This PUD will not change the existing uses of the site with exception to the addition of commercial dirt mining activities. Dirt mining activities will only be conducted between the hours of 8:00am – 8:00pm per the PUD narrative. In addition, no mining will occur within any easement identified on the Site Development Plan.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: No comments.

PUBLIC WORKS/ENGINEERING: The existing drive approach is required to be brought up to City standards.

TRAFFIC ENGINEER: The proposed access to Etowah Road affords proper sight distance to allow of safe ingress and egress to/from the site.

UTILITIES: No comments.

CONCLUSION: Staff forwards this request for rezoning from A-2, Rural Agricultural District, to PUD, Planned Unit Development, as Ordinance O-2223-21 for consideration by City Council. At their meeting of January 12, 2023, Planning Commission recommended adoption of O-2223-21 by a vote of 8-1.

O-2223-21

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF SECTION TWENTY-TWO (22), TOWNSHIP EIGHT NORTH (8N), RANGE ONE WEST (1W), OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (LOT 1 OF ROLL TOP RANCH COS-0708-5)

- § 1. WHEREAS, Bryan and Donna Komers, the owners of the hereinafter described property, have made application to have the subject property removed from the A-2, Rural Agricultural District 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 460 of Chapter 22 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 place the same in the PUD, Planned Unit Development District, to wit:

The Surface Rights Only in and to the East one-half (E/2) of the Southwest Quarter (SW1/4) of Section 22 (22), Township Eight North (8N), Range 1 West (1W), of the Indian Meridian; less and except a tract of land described as follows:

Beginning at the Southeast (SE) corner of said Southwest Quarter (SW1/4), thence North 2640 feet, thence West 656.95 feet, thence South 2665.39 feet, thence East 664.86 feet to the point of beginning containing 40 acres more or less.

Ordinance No. O-2223-21

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Subject to all rights-of-way and easements of record and contains forty (40) acres more or less.

§ 5. Further, pursuant to the provisions of Section 22:420 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 January 12, 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)

KOMERS MINING DEVELOPMENT

**A PLANNED UNIT DEVELOPMENT
NORMAN, OKLAHOMA**

**APPLICANT:
*BRYAN & DONNA KOMERS***

**APPLICATION FOR:
PLANNED UNIT DEVELOPMENT**

Submitted October 31, 2022
Revised December 22, 2022

PREPARED BY:
RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069

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EXHIBITS

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

I. INTRODUCTION

Bryan and Donna Komers (collectively, the “**Applicant**”) intend to rezone the property that is more particularly described on **Exhibit A** (the “**Property**”) to a Planned Unit Development (“**PUD**”) in order to allow mining activities to occur on the Property in accordance with the development regulations contained in this PUD. By adding mining as an allowable use, the Applicant may serve the community by providing needed dirt and minerals to business and individual users within the surrounding community. The Property contains approximately forty (40) acres, and a site plan consisting of the existing aerial of the Property is attached hereto as **Exhibit B**. No buildings or structures are contemplated to be constructed on the Property at this time.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Property is generally located along Etowah Road between 96th Avenue SE and 108th Avenue SE, with an address of 10001 Etowah Road, as is more particularly shown on the attached exhibits.

B. Existing Land Use and Zoning

The Property is currently zoned A-2, Rural Agricultural District. Additionally, the Property currently has a NORMAN 2025 designation of Country Residential. There are no structures on the Property.

C. Elevation and Topography

The Property is essentially flat with the elevation gradually sloping from the West to the East.

D. Drainage

The drainage on the Property shall remain unchanged. Stormwater and drainage will meet or exceed the City’s applicable ordinances and regulations.

E. Utility Services

No change to utility services is necessary. The Property utilizes well and septic facilities located on site, in accordance with all applicable regulations and ordinances relating thereto.

F. Fire Protection Services

No change is necessary. 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

No change to traffic circulation or access is requested; however, the existing drive approach will be improved to comply with the City's applicable standards.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the Site Development Plan, attached hereto as **Exhibit B**, subject to final design development and the changes allowed by Section 22.420(7) of the City of Norman's PUD Ordinance, as may be amended from time to time. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference and further depict the development criteria for the Property.

A. Uses Permitted:

The Property is currently zoned A-2, Rural Agricultural District. This PUD seeks to retain the existing allowable uses permissible in the Rural Agricultural District, while adding dirt mining activities as an additional allowable use. The complete list of the allowable uses for the Property is attached as **Exhibit C**. Dirt mining activities may only be conducted on the Property between the hours of 8:00am – 8:00pm. No mining activities will occur within easement areas depicted on the Site Development Plan.

B. Development Criteria:

1. Area Regulations

Front Yard: The minimum front yard shall be 50 feet or 100 feet from the center line of the public street or road, whichever distance shall be the greater.

Side Yard: The minimum side yard shall be 25 feet.

Rear Yard: The minimum rear yard shall be 50 feet.

Lot Width: The minimum width shall be 330 feet measured at the front building line.

Coverage: Main and accessory buildings shall not cover more than twenty-five percent (25%) of the lot area. Accessory buildings shall not cover more than twenty percent (20%) of the rear yard.

2. Sanitation

The Property will continue to utilize existing polycart services as the proposal does not require any additional City sanitation services. If additional sanitation services become necessary on the Property, the Applicant will work with City sanitation services to find a suitable dumpster location.

3. Signage

All signs shall comply with the sign standards of the City of Norman Sign Code as applicable to a zoning of A-2, Rural Agricultural District, and as amended from time to time.

4. Traffic access and circulation

Access to the Property shall be permitted off Etowah Road in the location that currently exists and as is depicted on the attached Site Plan. The existing drive approach will be improved to comply with the City's applicable standards.

5. Open Space

The Property shall maintain a minimum of ten percent (10%) of the Property as open space in accordance with the City of Norman's PUD Ordinance. It is noted that no buildings currently exist on the Property, and none are contemplated by this PUD.

6. Parking

The Property shall comply with Norman's applicable parking ordinances, as amended from time to time.

7. Fencing, Walls and Screening

Fencing is permissible along the perimeter of the Property, but is not required. Where installed, fencing may be barbed wire, stockade, or other material and shall otherwise comply with all City of Norman requirements, and as amended from time to time, not inconsistent with this paragraph. It is anticipated that the entrance to the Property will be gated.

EXHIBIT A

Legal Description of the Property

The Surface Rights Only in and to the East one-half (E/2) of the Southwest Quarter (SW1/4) of Section 22 (22), Township Eight North (8N), Range 1 West (1W), of the Indian Meridian; less and except a tract of land described as follows:

Beginning at the Southeast (SE) corner of said Southwest Quarter (SW1/4), thence North 2640 feet, thence West 656.95 feet, thence South 2665.39 feet, thence East 664.86 feet to the point of beginning containing 40 acres more or less.

Subject to all rights-of-way and easements of record and contains forty (40) acres more or less.

EXHIBIT B
Site Plan

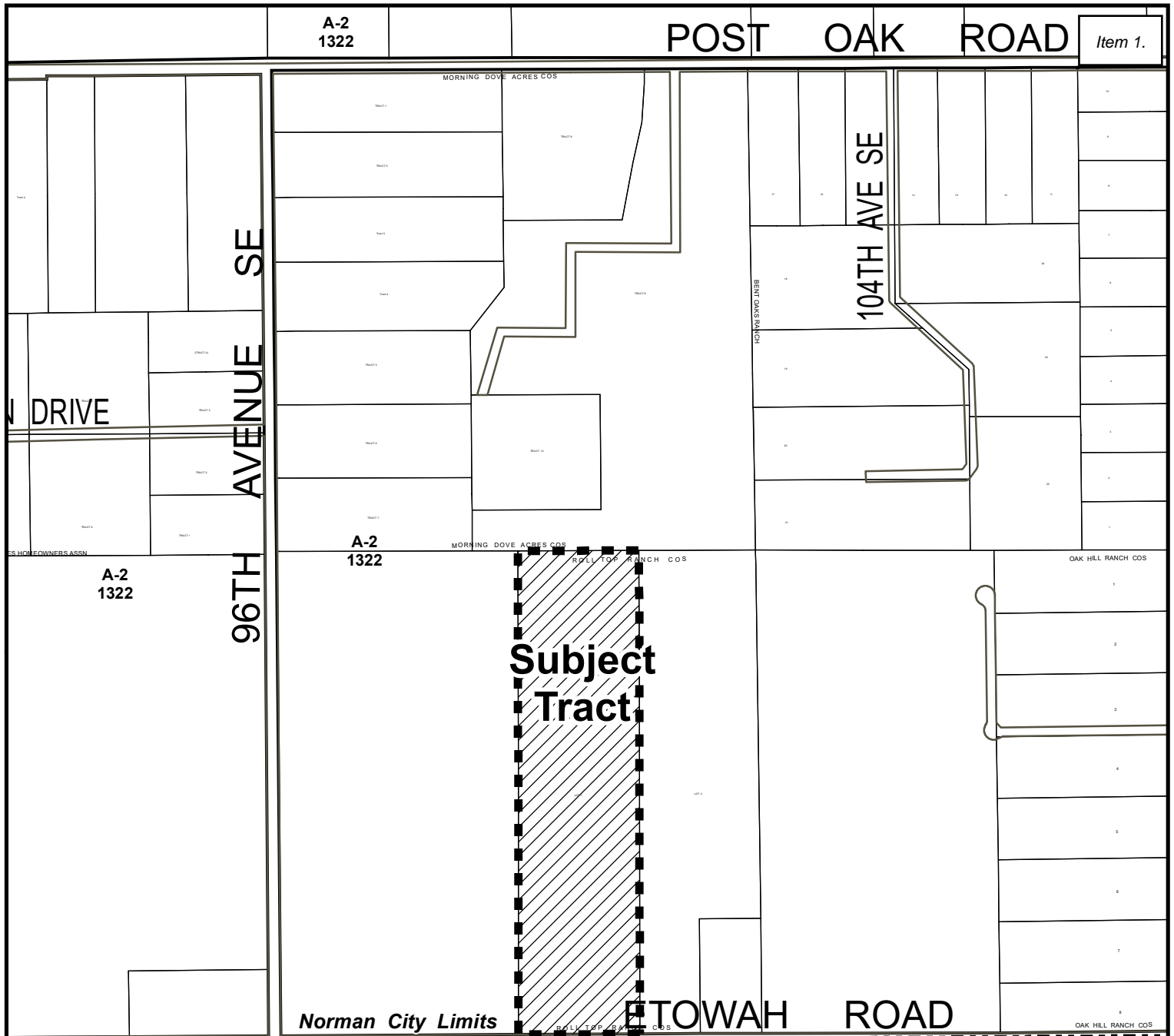
Key: Yellow Boundary Represents Property Line
Red Areas Represent Easements



EXHIBIT C
Allowable Uses

Allowable Uses:

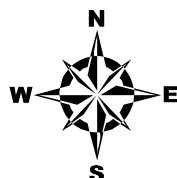
- a) Commercial Dirt Mining Activities conducted on the Property between the hours of 8:00am – 8:00pm.
- b) Detached one family dwelling.
- c) Church, temple, or other place of worship.
- d) Public school or school offering general educational courses the same as ordinarily given in the public schools and having no rooms regularly used for housing or sleeping.
- e) Agricultural crops.
- f) The raising of farm animals.
- g) All of the following uses:
 - Country club.
 - Family day care home.
 - Golf course (excluding miniature golf courses).
 - Home occupation.
 - Library.
 - Park or playground.
 - Plant nursery.
- h) Accessory buildings, including barns, sheds and other farm buildings which are not part of the main building. One guest house may be utilized provided (a) it is clearly secondary to the larger main dwelling; (b) the structure is not rented or leased, nor used as a permanent dwelling; and (c) is not a mobile home.
- i) Type 2 mobile home.
- j) Medical Marijuana Commercial Grower, as allowed by state law. (O-1920-4)
- k) Medical Marijuana Education Facility (cultivation activities only), as allowed by state law. (O-1920-4)
- l) Short-term rentals. (O-1920-56)



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.



October 31, 2022

0 400 800 Ft.

 Subject Tract

 Zoning

1/11/19

further certify that this survey meets or exceeds the current "Oklahoma Minimum Standards for The Practice of Land Surveying" as adopted by the Oklahoma State Board of Registration For Professional Engineers and Land Surveyors.

NOTARY

Before me, a Notary Public in and for said County and State, on this 30th day of June, 2006, personally appeared, Ronald D. Smith, to me known to be the legal owner of the within and foregoing instrument and acknowledged to me he executed the same as his free and voluntary act & deed.

Accepted by The City of Norman, Oklahoma, Planning Commission on this 34th day of November, 2006

Session on Thursday 8th day

State of Oklahoma
County of Cleveland

County of Cleveland

Before me, a Notary Public, in and for said County and State on this 20th day of December, 2006, personally appeared, Edward R. Allore to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

NOTARY SEAL

Notary Public

ORMAN CITY COUNCIL

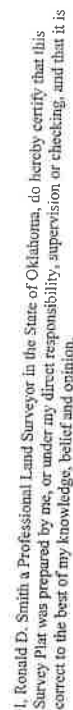
Approved by the City of Norman, City Council on this 18th day of December 2009

Cindy Stetson
Mayor

County of Cleveland

Before me, a Notary Public, in and for the said County and State, on this 19th day of December, 2007, personally appeared, Barbara Jean Hall, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me he executed the same as his free and voluntary act and deed.

OFFICIAL SEAL
Brenda D. Hall
Commission #02017428
Expires November 3, 2010



This Plat of Survey meets the Minimum Standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Engineers and Land Surveyors.

ORDINANCE NO. O-2223-21

ITEM NO. 2

STAFF REPORT**GENERAL INFORMATION**

APPLICANT	Bryan and Donna Komers
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development
EXISTING ZONING	A-2, Rural Agricultural District
SURROUNDING ZONING	North: A-2, Rural Agricultural District East: A-2, Rural Agricultural District South: Town of Slaughterville West: A-2, Rural Agricultural District
LOCATION	10001 Etowah Road
WARD	5
CORE AREA	No
AREA/SF	40 acres, more or less
PURPOSE	Allow for dirt mining operations in addition to uses normally allowed in the A-2, Rural Agricultural District
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Single-family residential East: Vacant South: Single-family residential West: Vacant
LAND USE PLAN DESIGNATION	Country Residential
GROWTH AREA DESIGNATION	Country Residential Area

PROJECT OVERVIEW: The applicant is requesting a rezoning to PUD, Planned Unit Development, at property located at 10001 Etowah Road. The site is currently vacant. On December 12, 1961, City Council adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District. Dirt-mining is not an allowed use or Special Use in the A-2 District

therefore, rezoning to a PUD, Planned Unit Development, to allow such operations in addition to uses normally allowed in the A-2, Rural Agricultural District is required.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT MEETING: PD 22-28, November 17, 2022

A neighbor explained that he can see the dirt mining from his house.

The neighbors also were curious if environmental studies had been conducted.

The applicant explained they had not.

Neighbors were concerned with truck traffic and if the existing road can support the semi-trucks.

A neighbor also requested that mining not be permitted after business hours and that a sound barrier be placed so as not to disturb his family while mining activity is occurring.

ZONING ORDINANCE CITATION:

SEC. 420 – 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: The PUD Narrative includes the following uses:

- Commercial Dirt Mining Activities.
- Detached one family dwelling.
- Church, temple, or other place of worship.
- Public school or school offering general educational courses the same as ordinarily given in the public schools and having no rooms regularly used for housing or sleeping.
- Agricultural crops.
- The raising of farm animals.
- All of the following uses:
- Country club.
- Family day care home.
- Golf course (excluding miniature golf courses).
- Home occupation.
- Library.
- Park or playground.
- Plant nursery.
- Accessory buildings, including barns, sheds and other farm buildings which are not part of the main building. One guest house may be utilized provided (a) it is clearly secondary to the larger main dwelling; (b) the structure is not rented or leased, nor used as a permanent dwelling; and (c) is not a mobile home.
- Type 2 mobile home.
- Medical Marijuana Commercial Grower, as allowed by state law.
- Medical Marijuana Education Facility (cultivation activities only), as allowed by state law.
- Short-term rentals.

Dirt mining activities may only be conducted between the hours of 8:00am – 8:00pm. No mining activities will occur within easement areas depicted on the Site Development Plan.

OPEN SPACE: The property will maintain a ten percent (10%) open space percentage in accordance with the City of Norman's Planned Unit Development (PUD) Ordinance. No changes to the existing open space are proposed.

SITE PLAN/ACCESS: The Site Plan is shown in Exhibit B of the PUD Narrative. The site plan shows no changes to the property. Access will continue to be off Etowah Road and will be brought up to current City standards. While no structures are shown on the proposed site plan, a single-family home would be allowed in the future. Section 22:420.5.a.3.j. (Preliminary Development Plan submittal for Planned Unit Developments) states a site plan should show "general location of structures other than single family detached units."

SIGNAGE: Signs shall comply with the sign standards of the City of Norman Sign Code applicable to a zoning of A-2, Rural Agricultural District. The low-density residential zone sign standards would apply.

SANITATION/UTILITIES: The property does not require City sanitation services. The property will continue to have polycart services. Additional sanitation services will be approved by City sanitation services.

PARKING: The property will comply with the City's parking ordinances.

FENCING: Where installed, fencing may be barbed wire, stockade, or other material. Fencing shall otherwise comply with all City of Norman requirements. It is anticipated that the entrance to the Property will be gated.

EXISTING ZONING: The subject property is currently zoned A-2, Rural Agricultural District.

ALTERNATIVES/ISSUES:

IMPACTS: Surrounding properties include single-family homes and vacant land. Adjacent properties are zoned A-2, Rural Agricultural District. Single-family homes adjacent to the site to the south are located in the Town of Slaughterville. This PUD will not change the existing uses of the site with exception to the addition of commercial dirt mining activities. Dirt mining activities will only be conducted between the hours of 8:00am – 8:00pm per the PUD narrative. In addition, no mining will occur within any easement identified on the Site Development Plan.

OTHER AGENCY COMMENTS:

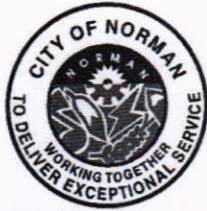
FIRE DEPARTMENT: No comments.

PUBLIC WORKS/ENGINEERING: The existing drive approach is required to be brought up to City standards.

TRAFFIC ENGINEER: The proposed access to Etowah Road affords proper sight distance to allow of safe ingress and egress to/from the site.

UTILITIES: No comments.

CONCLUSION: Staff forwards this request for rezoning from A-2, Rural Agricultural District, to PUD, Planned Unit Development, as Ordinance No. O-2223-21 for consideration by the Planning Commission and a recommendation to City Council.



CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, January 12, 2023 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 12th day of January, 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 6:30 p.m.

ROLL CALL

PRESENT

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

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning & Community Development
Lora Hoggatt, Planning Services Manager
Colton Wayman, Planner I
Beth Muckala, Assistant City Attorney
Todd McLellan, Development Engineer
Roné Tromble, Recording Secretary
Mitchell Richardson, Multimedia Supervisor

1. Election of Officers

Motion made by Steven McDaniel to nominate Erica Bird as Chair, Kevan Parker as Vice Chair, and Michael Jablonski as Secretary; seconded by Liz McKown.

Voting Yea: Brewer, Parker, McKown, McDaniel, Bird, McClure, Griffith, Kindel, Jablonski

Planned Unit Development

3. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2223-21: Bryan and Donna Komers request rezoning from A-2, Rural Agricultural District, to PUD, Planned Unit Development, to allow for mining activities for approximately 40 acres of property generally located on the north side of Etowah Road between 96th Avenue S.E. and 108th Avenue S.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Komers Mining Development PUD Narrative with Exhibits A-C
4. Roll Top Ranch Certificate of Survey

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

Mr. Jablonski asked what zoning category dirt mining would fall under, and whether there have been any other special requests like this. Mr. Wayman responded that dirt mining is not an allowed use in any zoning district. Ms. Hudson responded that there was an amendment to the Founders Park PUD to allow dirt mining several years ago.

Mr. Jablonski asked about sand mining on the west side of town. Ms. Bird responded the sand mining is outside the City limits of Norman to the west.

PRESENTATION BY THE APPLICANT: Gunner Joyce, Rieger Law Group, representing the applicant, presented the project.

Ms. McKown asked about the hours of operation to 8 PM. Mr. Joyce responded.

Mr. Brewer asked how long the mining activity might be expected to last. Mr. Joyce responded.

AUDIENCE PARTICIPATION:

Cheryl Blake, Fischer Road, spoke regarding her concerns with the proposed project.

Mr. Griffith asked about the extent of the mining: how much of the open area will be mined and how much of the forested area. Mr. Joyce responded that the applicants have a Department of Mines permit for 5 acres that does not go into the trees. There is a 62.5' buffer from the road.

Mr. Griffith asked about cattle grazing. Mr. Joyce responded that they currently use this 40 acres and the 40 acres to the east.

Mr. Parker asked what is required to build a farm pond. Ms. Hudson and Mr. McLellan responded.

Ms. Kindel asked about the elevation and drainage questions that were raised. Mr. Joyce responded.

Ms. Bird asked about the easements on the site plan. Mr. Joyce responded that one is an oil/gas pipeline and one is a utility easement.

Mr. Jablonski asked if there are requirements with regard to water quality in the pond. Mr. Joyce did not have the answer. They had to do a reclamation plan for the surrounding impacted area.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Parker asked that the Commission consider the precedent this may set.

Mr. Jablonski commented he thinks it is smart to take something that would be waste and sell it.

Motion made by Steven McDaniel to recommend adoption of Ordinance No. O-2223-21 to City Council; seconded by Michael Jablonski.

Voting Yea: Brewer, McKown, McDaniel, Bird, McClure, Griffith, Kindel, Jablonski

Voting Nay: Parker

The motion to recommend adoption of Ordinance No. O-2223-21 to City Council passed by a vote of 8-1.

File Attachments for Item:

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-24 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING AND ENACTING A NEW CODE FOR THE CITY; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/24/2023

REQUESTER: Jeanne Snider, Assistant City Attorney

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-24 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING AND ENACTING A NEW CODE FOR THE CITY; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND: Codification or Recodification is the process of consolidating and organizing the city code into a logical and sequential code of ordinances.

Title 11 § 14-108 of the Oklahoma Statutes states the governing body of a municipality may, from time to time, authorize a codification of its ordinances. The ordinances and parts of ordinances included in the code may be revised, rearranged, renumbered and reorganized into some systematic arrangement.

Section 14-109 of Title 11 states the penal ordinance of every municipality shall be compiled and published in a permanent form, either printed or typed, periodically, but not less than once each ten (10) years. The ten (10) year codification requirement is satisfied if the code complies with the compilation requirement and the biennial supplements are made a part of the permanent volume, which are maintained in permanent form either bound or in a loose-leaf form.

The City of Norman has utilized a loose-leaf supplement system since 1976 and, therefore, has not been required to recodification every ten (10) years. However, recodification of the code does provide an opportunity to review the code as a whole and ensure it is current and sufficiently organized.

DISCUSSION: The City began the process of recodification in the fall of 2020 after funds were included in the FYE2021 budget. Online access to the Norman City Code is currently provided by Municode, an industry leader in search application for over 3300 codes nationwide. Municode is a source for custom government websites, self-service publication, meetings and agenda management and more.

The City partnered with Municode, who has a team of experienced attorneys who worked with the City step-by-step to ensure that the code was legally sufficient, modern and quickly connects with our citizens. There was a comprehensive review of all materials. Each ordinance was examined to determine whether it should be included in the code and a digital conversion of all materials were formatted as to styling and numbering. Photographs, maps, diagrams, charts and tables were integrated in the revision.

Attorneys with Municode conducted a legal review of the materials to identify conflicts, inconsistencies, obsolete ordinances and comparison to the Oklahoma Statutes. Department heads or their designees were provided a copy of the initial draft for review for their pertinent provisions. Through a number of telephone conferences and emails, staff reviewed and discussed the recommendations from Municode.

Substantive code provisions still in effect did not change. One of the best changes is the addition of the Zoning Code to the Norman City Code allowing staff, residents, and council members to have easy access to the Zoning Code. All the code section numbers have changed which will be a learning curve for staff and requiring forms, signs and other documents to be updated. Code provisions that were removed due to obsolence include provisions relating to the Children's Rights Coordinating Commission, expired sales tax, COVID-19 Pandemic, self-service fueling stations, childcare establishments, and cable television of the Norman Code were deleted during the process and will be repealed. Due to an Oklahoma City ordinance regarding panhandling being overturned in Federal court, the begging ordinance was deleted. Chapters are available for future revisions and additions to the code. All in all, the code will be more user friendly and easier to research. The recodified Norman City Code can be found at <https://norman.municipalcodeonline.com/book?type=ordinances>.

RECOMMENDATION: The recommendation for recodification of the Norman City Code are being forwarded to Council for consideration at this time.

O-2223-23

ORDINANCE O-2223-23

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING AND ENACTING A NEW CODE FOR THE CITY; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

- § 1. THAT the Code entitled "Code of the City of Norman, Oklahoma," published by Municipal Code Corporation, consisting of chapters 1 through 36, each inclusive, is adopted.
- § 2. THAT all ordinances of a general and permanent nature enacted on or before December 14, 2022, and not included in the Code or recognized and continued in force by reference therein, are repealed.
- § 3. THAT the repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.
- § 4. THAT unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine in the maximum amount allowed by state law. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.
- § 5. THAT additions or amendments to the Code when passed in such form as to indicate the intention of the city to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

O-2223-23

- § 6. THAT ordinances adopted after December 14, 2022, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.
- § 7. THAT this ordinance shall become effective March 16, 2023.
- § 8. 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.

Larry Heikkila, Mayor

NOT ADOPTED this day

of _____, 2023.

ATTEST:

Brenda Hall, City Clerk

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 DECEMBER, 2022, AND DIRECTING THE FILING THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/22/2022

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 DECEMBER, 2022, AND DIRECTING THE FILING THEREOF.

DATE: January 23, 2023

TO: City Council

FROM: Anthony Francisco, Director of Finance

REVIEWED BY: Clint Mercer, Chief Accountant

PREPARED BY: Debbie Whitaker, Municipal Accountant III

SUBJECT: Breakdown of Interest Earnings by Fund

FUND	MONTHLY COMPARISON						ANNUAL COMPARISON			
	MONTHLY BUDGETED INTEREST EARNINGS FYE23	MONTHLY INTEREST EARNINGS December 2022	MONTHLY % INCREASE (DECREASE)	MONTHLY INTEREST % OF PORTFOLIO HOLDINGS	MONTH-END BALANCE December 2022	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE23-YTD	INTEREST EARNINGS YTD FYE23	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	\$15,785	\$24,219	53.43%	6.03%	15,036,553	5.83%	\$91,035	\$88,919	-2.32%	5.74%
NET REVENUE STABILIZATION	\$4,167	\$6,731	61.54%	1.68%	4,282,275	1.65%	\$25,000	\$28,358	13.43%	1.83%
PUBLIC SAFETY SALES TAX FUND	\$4,167	\$18,276	338.63%	4.55%	8,980,184	3.48%	\$25,000	\$58,037	132.15%	3.74%
HOUSING	N/A	\$135	100.00%	0.03%	4,112,857	1.59%	N/A	\$391	100.00%	0.03%
SPECIAL GRANTS FUND	N/A	\$14,142	100.00%	3.52%	26,668,038	10.33%	N/A	\$41,517	100.00%	2.68%
ROOM TAX FUND	\$208	\$2,338	1022.20%	0.58%	839,143	0.33%	\$1,250	\$6,451	418.12%	0.42%
SEIZURES	\$42	\$2,789	6593.28%	0.69%	1,529,830	0.59%	\$250	\$9,856	3842.59%	0.64%
CLEET FUND	N/A	\$0	100.00%	0.00%	(14,498)	-0.01%	N/A	\$0	100.00%	0.00%
TRANSIT & PARKING FUND	\$0	\$2,364	0.00%	0.59%	1,584,577	0.61%	\$0	\$13,107	0.00%	0.65%
ART IN PUBLIC PLACES FUND	N/A	\$3	100.00%	0.00%	1,896	0.00%	N/A	\$11	100.00%	0.00%
WESTWOOD FUND	\$625	\$4,573	631.72%	1.14%	1,340,773	0.52%	\$3,750	\$9,659	157.58%	0.62%
WATER FUND	\$10,000	\$65,141	551.41%	16.23%	39,727,599	15.39%	\$60,000	\$258,813	331.36%	16.69%
WASTEWATER FUND	\$4,167	\$12,455	198.92%	3.10%	8,357,857	3.24%	\$25,000	\$54,896	119.58%	3.54%
SEWER MAINTENANCE FUND	N/A	\$22,539	100.00%	5.82%	14,370,776	5.57%	N/A	\$92,448	100.00%	5.96%
DEVELOPMENT EXCISE	\$5,833	\$9,971	70.93%	2.48%	6,637,598	2.57%	\$35,000	\$44,536	27.25%	2.87%
SANITATION FUND	\$25,000	\$21,999	-12.00%	5.48%	13,261,537	5.14%	\$150,000	\$97,855	-34.76%	6.31%
RISK MANAGEMENT FUND	N/A	\$629	100.00%	0.16%	(2,058,951)	-0.80%	N/A	\$7,376	100.00%	0.48%
CAPITAL PROJECTS FUND	\$58,333	\$64,449	10.48%	16.06%	56,270,824	21.80%	\$200,000	\$231,911	15.96%	14.96%
NORMAN FORWARD SALES TAX	\$1,250	\$93,062	7345.00%	23.19%	39,953,260	15.48%	\$7,500	\$373,475	4879.67%	24.09%
PARKLAND FUND	\$833	\$1,290	54.82%	0.32%	818,016	0.32%	\$5,000	\$5,391	7.82%	0.35%
UNP TAX INCREMENT DISTRICT	\$2,000	\$24,819	1140.93%	6.18%	10,420,842	4.04%	\$240,000	\$80,432	100.00%	5.19%
CENTER CITY TAX INCREMENT DIST	\$167	\$1,500	0.00%	0.37%	949,677	0.37%	N/A	\$6,200	100.00%	0.40%
SINKING FUND	\$2,083	\$6,339	204.27%	1.58%	4,031,193	1.56%	\$12,500	\$34,043	172.34%	2.20%
SITE IMPROVEMENT FUND	N/A	\$81	100.00%	0.02%	51,121	0.02%	N/A	\$340	100.00%	0.02%
TRUST & AGENCY FUNDS	N/A	\$16	100.00%	0.00%	9,848	0.00%	N/A	\$68	100.00%	0.00%
ARTERIAL ROAD FUND	N/A	\$1,472	100.00%	0.37%	931,921	0.36%	N/A	\$6,200	100.00%	0.40%
	\$134,660	\$401,330	198.03%	100.00%	258,075,546	100.00%	\$881,285	\$1,550,289	75.91%	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 \$258.08 million as of 12/31/22 are represented by working capital cash balances of all City funds of approximately \$96.36 million, outstanding encumbrances of \$84.62 million, General Obligation Bond proceeds of \$32.24 million, NUA revenue bond proceeds of \$6.2 million, NMA bond proceeds of \$28.8 million, and UNP TIF reserve amounts of \$9.86 million.

INVESTMENT BY TYPE

December 31, 2022							
LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	EARNED INTEREST	COST	MARKET
**Checking							
BANK OF OKLAHOMA	GEN'L DEP.			0.80%	\$21,857.42	\$39,537,936.34	\$39,537,936.34
BANK OF OKLAHOMA	WARRANTS PAYABLE					(\$2,422,637.76)	(\$2,422,637.76)
BANK OF OKLAHOMA	PAYROLL					(\$4,305,557.80)	(\$4,305,557.80)
BANK OF OKLAHOMA	COURT BOND REFUNDS					\$99,517.65	\$99,517.65
BANK OF OKLAHOMA	INSURANCE CLAIMS					(\$2,270,163.33)	(\$2,270,163.33)
BANK OF OKLAHOMA	LOCK BOX					\$1,640,808.17	\$1,640,808.17
BANK OF OKLAHOMA	RETURN CHECKS					(\$5,531.45)	(\$5,531.45)
BANK OF OKLAHOMA	FLEXIBLE SPENDING					(\$31,235.15)	(\$31,235.15)
BANK OF OKLAHOMA	CDBG-CV			0.80%	\$134.59	\$201,463.41	\$201,463.41
**Subtotal					\$21,992.01	\$32,444,600.08	\$32,444,600.08
**Money Market							
BANCFIRST-NUA	MONEY MKT.			2.54%	\$261.41	\$566,743.79	\$566,743.79
BANCFIRST-NMA Room Tax	MONEY MKT.			2.44%	\$1,165.45	\$144,423.99	\$144,423.99
BANCFIRST-NUA Water	MONEY MKT.			2.54%	\$10,672.84	\$5,152,407.06	\$5,152,407.06
BANCFIRST-NUA Clean Water	MONEY MKT.			2.44%	\$258.03	\$484,444.79	\$484,444.79
BANCFIRST-NMA PSST	MONEY MKT.			2.54%	\$17,141.79	\$8,279,288.39	\$8,279,288.39
BANCFIRST-NMA Norman Forward	MONEY MKT.			2.54%	\$63,716.85	\$20,341,510.10	\$20,341,510.10
BANCFIRST-NMA ERP Financing	MONEY MKT.			2.54%	\$3,393.92	\$0.00	\$0.00
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			2.69%	\$23,837.42	\$9,856,180.60	\$9,856,180.60
BANK OF OKLAHOMA ARPA	MONEY MKT.			0.80%	\$14,119.77	\$21,135,909.40	\$21,135,909.40
BANK OF OKLAHOMA-Westwood	MONEY MKT.			0.80%	\$4,573.27	\$0.00	\$0.00
BANK OF OKLAHOMA-CW	MONEY MKT.			0.80%	\$8.32	\$12,447.00	\$12,447.00
BANK OF OKLAHOMA	MONEY MKT.			0.80%	\$22.07	\$33,038.83	\$33,038.83
BANK OF OKLAHOMA	MONEY MKT.			0.80%	\$107.78	\$171,540.41	\$171,540.41
BANK OF OKLAHOMA-SW	MONEY MKT.			0.80%	\$16.46	\$23.23	\$23.23
BANK OF OKLAHOMA-Misty Lake	MONEY MKT.			0.80%	\$398.39	\$596,346.62	\$596,346.62
BANK OF OKLAHOMA-2019A	MONEY MKT.			0.80%	\$1,590.26	\$2,332,525.81	\$2,332,525.81
BANK OF OKLAHOMA-2019B	MONEY MKT.			0.80%	\$8,145.70	\$12,182,280.88	\$12,182,280.88
BANK OF OKLAHOMA-2020A	MONEY MKT.			0.80%	\$2,745.30	\$4,042,593.10	\$4,042,593.10
BANK OF OKLAHOMA-2021	MONEY MKT.			0.80%	\$9,138.51	\$13,679,397.84	\$13,679,397.84
**Subtotal					\$161,313.54	\$99,011,101.84	\$99,011,101.84
**Sweep/Overnight							
BANK OF OKLAHOMA	ICS ACCT			3.00%	\$5,488.92	\$2,346,068.35	\$2,346,068.35
BANK OF OKLAHOMA PORTFOLIO	SHORT TERM			4.11%	\$89,940.57	\$34,717,776.18	\$34,717,776.18
**Certificate of Deposit							
FIRST FIDELITY BANK	CD	09/30/21	03/30/23	0.45%	\$31.25	\$250,000.00	\$250,000.00
GREAT NATIONS BANK	CD	09/30/21	09/30/23	0.45%	\$114.58	\$250,000.00	\$250,000.00
VALLIANCE BANK	CD	11/30/21	11/30/22	0.15%	\$31.25	\$250,000.00	\$250,000.00
FIRST NATIONAL BANK	CD	12/28/21	12/28/22	0.25%	\$52.08	\$250,000.00	\$250,000.00
**Subtotal					\$229.16	\$1,000,000.00	\$1,000,000.00
**U.S. Treasury Securities/Agency Securities							
FHLB	313381BR5	12/31/19	12/09/22	1.61%	3,281.05		
FFCB	3133EMKU5	01/29/21	12/14/22	0.11%	212.48		
FHLMC	3134GXGQ1	01/29/21	12/15/22	0.06%	455.84		
FNMA	3135G05T6	11/30/21	08/18/23	0.48%	2,632.95	6,500,000.00	\$6,321,055.00
US T-Note	9128284X5	06/29/21	08/31/23	2.75%	1,492.47	8,500,000.00	\$8,392,390.00
FHLMC	3134GW7K6	04/29/22	11/03/23	2.40%	13,510.70	6,788,000.00	\$6,533,382.12
FHLB	3130A3VC5	12/31/19	12/08/23	1.62%	8,824.50	6,500,000.00	\$6,348,940.00
US T-Note	91282CBN0	06/30/21	12/28/23	0.13%	1,367.70	9,000,000.00	\$8,940,060.00
FFCB	3133ENLF5	01/28/22	01/18/24	1.17%	7,327.41	7,500,000.00	\$7,213,875.00
FMAC	31422XYB2	05/23/22	05/02/24	2.59%	16,225.98	7,528,000.00	\$7,322,184.48
FHLB	3130A8HK2	11/30/21	08/14/24	0.70%	3,570.16	6,240,000.00	\$5,978,481.60
US T-Note	91282CCT8	01/31/22	08/15/24	1.27%	7,908.58	7,500,000.00	\$7,007,850.00
FFCB	3133ENEJ5	06/30/22	11/18/24	3.15%	32,155.72	12,500,000.00	\$11,700,500.00
FHLB	3130A3GE8	01/28/22	12/13/24	1.41%	2,959.10	2,500,000.00	\$2,420,375.00
US T-STRIPS	912833LU2	08/31/22	02/15/25	3.38%	20,441.38	7,500,000.00	\$6,840,075.00
**Subtotal					122,366.02	88,556,000.00	\$85,019,168.20
**TOTAL **					401,330.22	258,075,546.45	\$252,192,646.30

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 DECEMBER, 2022.



CITY OF NORMAN, OK STAFF REPORT

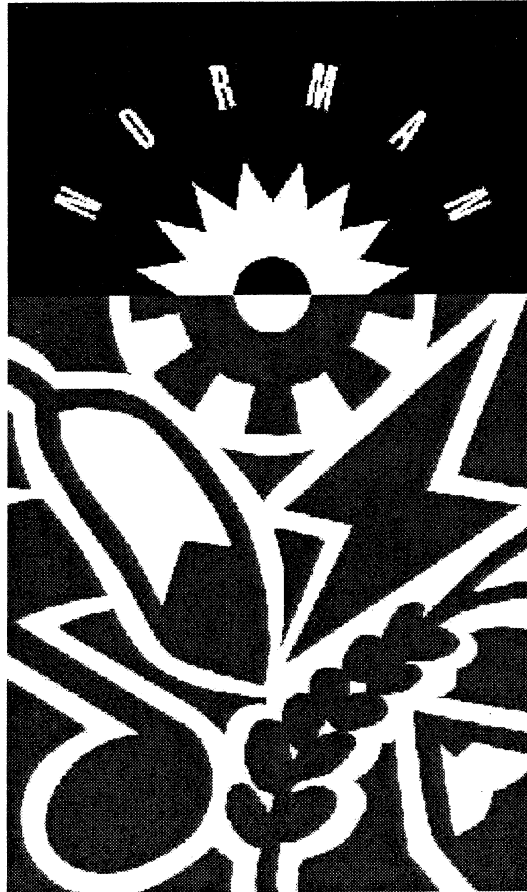
MEETING DATE: 01/24/2023

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 DECEMBER, 2022.

City of Norman



Monthly Departmental Report

December 2022

MONTHLY PROGRESS

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CITY CLERK 1

CITY CLERK
MONTHLY PROGRESS REPORT
December 2022

ACTION CENTER				
DEPARTMENT	CALLS	CALLS YTD	ADDITIONAL CONTACTS	ADDITIONAL CONTACTS YTD
Animal Welfare	6	83	2	12
Bus Service	0	0	0	0
CDBG	0	5	0	7
City Clerk	46	546	2	17
City Manager/Mayor	6	42	1	41
City Wide Garage Sale	0	0	0	0
Code Enforcement	28	300	3	23
Finance	3	32	0	0
Fire/Civil Defense	2	22	0	2
Human Resources	10	58	0	0
I.T.	5	41	1	1
Legal	2	36	1	6
Line Maintenance	25	119	1	9
Municipal Court	6	21	0	1
Noise Complaint	0	0	0	0
Norman Forward Questions	0	0	0	0
Parks & Recreation	8	114	0	13
Permits/Inspections	24	248	0	3
Planning	10	67	0	2
Police/Parking	18	169	8	69
Public Works	13	101	1	8
Recycling	0	0	0	1
Sanitation	52	319	1	9
Sidewalks	0	0	0	4
Storm Debris	0	0	0	0
Storm Water	10	69	1	21
Streets	36	186	2	22
Streets Lights	0	0	9	28
Traffic	18	152	3	10
Utilities	77	462	0	13
WC Questions	0	0	0	0
WC Violations	0	0	0	0
December Total: 441	405	3192	36	322

LICENSES

Fourteen New licenses and Three Renewals were issued during the month of December. Following is a list of each license type and the number issued for that specific type:

LICENSE TYPE	NUMBER	FYE	LICENSE TYPE	NUMBER	FYE
	ISSUED	YTD		ISSUED	YTD
Bee Keeper	0	0	Retail Beer	0	1
Brewer	0	1	Retail Spirits Store	0	1
Coin-Operated Devices	1	3	Retail Wine	0	1
Distiller	0	0	Salvage Yard	0	0
Food	4	25	Sidewalk Dining	0	0
Game Machines	0	0	Solicitor/Peddler (30 day)	0	4
Impoundment Yard	0	0	Solicitor/Peddler (60 day)	0	5
Kennel	0	1	Solicitor/Peddler (one day)	0	0
Medical Marijuana Dispensary	0	8	Special Event	1	3
Medical Marijuana Grower	3	4	Strong Beer & Wine/Winemaker	1	4
Medical Marijuana Processor	1	6	Taxi/Motorbus/Limousine	0	1
Medical Marijuana Testing Laboratory	0	0		0	0
Mixed Beverage	0	3	Temp Food (one day)	2	7
Mixed Beverage/Caterer	2	5	Temp Food (30 day)	0	5
Pawnbroker	0	0	Temp Food (180 day)	2	11
Pedicab	0	3	Transient Amusement	0	0
YTD License Total: 102	11	59		6	43

NEW ESTABLISHMENT LICENSES		
NAME	ADDRESS	LICENSE TYPE(S)
Ben Cox	2204 Valley Hollow	Coin Operated Vending Machines
Burly Botanicals	4520 E. Franklin Rd	Marijuana Processor
Mamaveca Mexican Grill	2130 Alameda St.	Food Service
MOD Pizza	2065 24 th Ave NW	Food Service
TK's Tailgate Tavern	1429 George Ave.	Food Service
405 Burger Bar	2539 W. Main St.	Food Service
405 Burger Bar	2539 W. Main St	Occup. Tax/Mixed Beverage/Caterer
TK's Tailgate Tavern	1429 George Ave.	Occup. Tax/Mixed Beverage/Caterer
MOD Pizza	2065 24 th Ave NW	Occup. Tax/Beer and Wine
Norman Arts Council	210 E. Main	Special Event

TEMPORARY FOOD PERMITS		
180 DAY	30 DAY	1 DAY
Super Taco Loco		On The Hook Fish and Chips
Taqueria La Chiva		The Whoopie Wagon

LAW SUITS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
12/12/22	West Lindsey Center Investors L.L.C. (WLCI)	The City of Norman contracted with, also named in suit, Sherwood Construction Co., Inc., and Atkins North America, Inc., WLCI alleges damage to sewer line on north side of street while working on Lindsey Street Expansion Project and improperly repaired sewer line. Alleging that from September of 2019 to April 2021, this work caused the sewer to back up several times at their property. WLCI contracted with Montgomery Construction to perform repairs and remediation of the sewer. WLCI asking for amount in excess of \$75,000.00 for reimbursement for damages.	<u>Excess of \$75,000.00</u>

CLAIMS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
12/12/22	Darrin Cartwright	Original claim on 9/20/22 insurance company was going to file subrogate claim for vehicle and deductible but found out they could not do this. Alleges that on August 26, 2022 a City of Norman police vehicle at the intersection of W. Gray Street and Santa Fe Ave. hit his truck. Seeking reimbursement of deductible, medical expense, car rental and value of vehicle.	\$34,051.97
12/13/22	Michael Follett	Alleges, the City of Norman wrongfully terminated him from employment on 12/14/21. Seeking lost wages, benefits, promotional wages, and benefits in the amount of \$50,301.00.	\$50,301.00
12/19/22	Century 21 Goodyear Green	Alleges that on November 21 & 22 2022 at 2000 Classen Blvd #8134 a City of Norman Line Maintenance worker turned the water back on after a water main break repair and this caused damage to three toilets.	\$235.35
12/28/22	Cox Communications/ The Claims Center	Alleges that city utilities workers damaged underground coax cable on 09/19/22 at 2100 Turtle Creek Dr. Reference # 2MN130528	\$1,582.43
12/29/22	Gary Gill	Alleges a City employee informed him that a water leak at his residence was his responsibility. Mr. Gill paid a plumber who said that the repair was on City's side. Mr. Gill alleges that on 10/31/22 CON Line Maintenance staff repaired the water leak at 3309 Cotswold Commons, but in the process caused damage to landscaping and lights and he is seeking reimbursement for the cost of plumber and damages.	\$825.00

STUDY SESSION

On December 6, 2022, the City Council met in Study Session and discussed Affordable Housing including Tax Credit Programs. Additionally, a contract with Blue Peak was discussed for them to provide video services to Citizens of Norman using the City of Norman's Rights-of-Way.

On December 20, 2022, the City Council met in Study Session and discussed updates from Raftelis regarding cost of Services Study for Utility Connections Fees and Rates.

FINANCE COMMITTEE

On December 15, 2022, the Finance Committee met and discussed recommendations from United-Way regarding American Rescue Plan Act (ARPA) funds allocated for non-profits. Additionally, the Monthly Revenue and Expenditures reports were presented and discussed.

BUSINESS AND COMMUNITY AFFAIRS COMMITTEE

On December 1, 2022, the Business and Community Affairs Committee met and discussed updates to the City of Norman Building Codes.

CITY MANAGER 2

NORMAN FORWARD 2A



Memorandum

To: Jason Olsen, The City of Norman Parks and Recreation

From: A.J. Kirkpatrick, ADG

ADG Project Number: 16-003

ADG Project Name: Norman FORWARD

Date: 01.04.2023

Re: December 2022 Monthly Report

REPORT PERIOD: December 1 through December 31, 2022

WORK THIS MONTH

1. Thursday, December 1, 2022 | 9:00 a.m. | Griffin Park Phase 5 & Phase 6 OAC
 - a. Discussion of project schedule, budgets, and critical issues
2. Thursday, December 1, 2022 | 1:00 p.m. | Norman Senior Center Progress Meeting
 - a. Discussion of project schedule, budgets, and critical issues
3. Thursday, December 1, 2022 | 2:00 p.m. | Bid Opening for Norman Senior Wellness Center Bid Package 4
 - a. Bid opening for GMP 6 / remainder of project
4. Friday, December 2, 2022 | 1:30 p.m. | Development Center Grand Opening/Ribbon Cutting
 - a. Discussion of Grand Opening event logistics
5. Monday, December 5, 2022 | 10:30 a.m. | Weekly N.F. Staff-ADG Coordination Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
6. Tuesday, December 6, 2022 | 1:00 p.m. | YFAC IT/Telecom touchbase - City of Norman and Santa Fe
 - a. Discussion of City of Norman and operator's IT needs
7. Tuesday, December 6, 2022 | 3:30 p.m. | YFAC FSB/ADG Coordination Pre-meeting
 - a. Meeting with FSB to facilitate coordination of contract documents
8. Wednesday, December 7, 2022 | 9:00 a.m. | Norman Development Center Grand Opening Meeting
 - a. Coordination meeting for Grand Opening with staff and project partners
9. Wednesday, December 7, 2022 | 10:00 a.m. | Norman Municipal Complex - OAC Meeting
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
10. Wednesday, December 7, 2022 | 2:00 p.m. | City of Norman TMC - Progress Meeting
 - a. Bi-weekly meeting reviewing progress and discussing coordination items
11. Thursday, December 8, 2022 | 8:15 a.m. | ECOC: Groundbreaking Coordination Meeting
 - a. Coordination meeting to review Groundbreaking event items
12. Thursday, December 8, 2022 | 1:00 p.m. | YFAC - OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
13. Thursday, December 8, 2022 | 2:30 p.m. | YFAC - Keying Conference
 - a. Meeting to review circulation and keying needs
14. Friday, December 9, 2022 | 9:00 a.m. | Reaves Park OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
15. Monday, December 12, 2022 | 9:00 a.m. | Norman ECC-EOC Facility - Mechanical Specs Discussion
 - a. Clarification of mechanical specs for ECOC

Memorandum
 To: Jason Olsen, The City of Norman Parks and Recreation
 Re: December 2022 Monthly Report

01.04.2023
 Page 2 of 4
 ADG Project No. 16-003

16. Monday, December 12, 2022 | 12:30 p.m. | FSB Proposal Discussion
 - a. Meeting with ADG and City of Norman to discuss FSB's request for additional services
17. Tuesday, December 13, 2022 | 10:00 a.m. | CoN ECOC Prebid Meeting
 - a. Crossland Prebid meeting with bidders
18. Tuesday, December 13, 2022 | 12:30 p.m. | HPC Preinstallation Meeting at Norman Senior Center
 - a. Discussion of specs and architect's recommendations for HPC
19. Tuesday, December 13, 2022 | 3:30 p.m. | FSB/ADG YFAC Coordination Pre-Meeting
 - a. Meeting with FSB to facilitate coordination of contract documents
20. Wednesday, December 14, 2022 | 9:00 a.m. | YFAC – IT Discussions
 - a. Discussion of City of Norman and operator's IT needs
21. Wednesday, December 14, 2022 | 10:00 a.m. | North Base Final Punch/Warranty
 - a. Final Punch walk for Fleet and Parks buildings
22. Wednesday, December 14, 2022 | 1:00 p.m. | HPC Pre-Installation Meeting for YFAC
 - a. Discussion of specs and architect's recommendations for HPC
23. Thursday, December 15, 2022 | 8:15 a.m. | ECOC: Groundbreaking Coordination Meeting
 - a. Coordination meeting to review Groundbreaking event items
24. Thursday, December 15, 2022 | 9:00 a.m. | Griffin Park Phase 5 & Phase 6 OAC
 - a. Discussion of project schedule, budgets, and critical issues
25. Thursday, December 15, 2022 | 10:00 a.m. | CoN Griffin East Road – Prebid Meeting
 - a. Crossland Prebid meeting with prospective bidders
26. Thursday, December 15, 2022 | 2:30 p.m. | Norman Senior Center Progress Meeting
 - a. Discussion of project schedule, budgets, and critical issues
27. Monday, December 19, 2022 | 11:00 a.m. | Walk through Development Center and event progress
 - a. Site walk to discuss Grand Opening logistics
28. Tuesday, December 20, 2022 | 4:00 p.m. | YFAC - Bi-Weekly RFC/Submittal Review
 - a. Meeting with FSB to facilitate coordination of contract documents
29. Wednesday, December 21, 2022 | 9:30 a.m. | YFAC FSB/ADG Coordination Pre-meeting
 - a. Meeting with FSB to facilitate coordination of contract documents
30. Wednesday, December 21, 2022 | 2:00 p.m. | City of Norman TMC - Progress Meeting
 - a. Bi-weekly meeting reviewing progress and discussing coordination items
31. Thursday, December 22, 2022 | 1:00 p.m. | YFAC - OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
32. Thursday, December 22, 2022 | 2:00 p.m. | CoN Griffin East Road – Bid Opening
 - a. Crossland Bid opening for East Road portion of Griffin

Construction Observation Site Visits:

- a. Griffin, Phases 5 and 6: 8
- b. Municipal Complex, City Hall: 3
- c. Municipal Complex, Development Center: 9
- d. North Base: 5
- e. Young Family Athletic Center: 9
- f. Reaves Park: 9
- g. Senior Center: 5

Memorandum

To: Jason Olsen, The City of Norman Parks and Recreation
 Re: December 2022 Monthly Report

01.04.2023

Page 3 of 4

ADG Project No. 16-003

WORK ANTICIPATED THE UPCOMING MONTH (January 2023)

- Emergency Communications and Operations Center
 - Bid opening
 - Groundbreaking Ceremony on 1.19.23
 - Recurring bi-weekly programming meetings
- Griffin Park
 - Phase 5: Games begin. Warranty list for Field 20
 - Phase 6: Construction underway and on schedule
- Reaves Park
 - Finishing construction
 - Punch walk on 1.25.23
- North Base Complex
 - Final reports for Davis Bacon compliance and deliverables
 - Cleaning Bay repair complete. Warranty period complete on 1.22.23.
- Young Family Athletic Center / Indoor Aquatic and Multi-Sport Facility
 - Recurring bi-weekly OAC meetings and programming meetings
 - Ongoing vertical construction; exterior metal panel installation to begin, interior partitions in progress; Competition pool underway
- Senior Wellness Center
 - Construction underway; Structural steel in progress
 - Recurring OAC meetings
- Municipal Complex
 - Development Center: Punch list completion, Grand Opening on 1.27.23
 - Municipal Courts: Bid opening on 1.24.23
 - Building C: Construction developments underway
 - FF&E selection, procurement, and layout underway
- Continued Development of Standardized Contracts for Use with Architectural, Design, and Construction Consultants

PROJECT STATUS

- Norman ECOC
 - a. Schedule: Bidding underway
 - b. Budget: Alignment in progress
 - c. Issues: No known issues
- Griffin Park
 - a. Schedule: Phase V construction completion, Phase VI in construction
 - b. Budget: Alignment in process
 - a. Issues: No known issues
- Reaves Park
 - a. Schedule: Construction ongoing
 - b. Budget: In Budget
 - c. Issues: No known issues
- Young Family Athletic Center / Indoor Aquatic and Multi-Sport Facility
 - a. Schedule: Construction ongoing
 - b. Budget: In budget
 - c. Issues: AV Coordination and Procurement; Potential stormwater issue on SE corner of property
- Senior Wellness Center
 - a. Schedule: Construction ongoing
 - b. Budget: In budget
 - c. Issues: Coordination with Oceans development; AV Coordination and Procurement

Memorandum

To: Jason Olsen, The City of Norman Parks and Recreation
Re: December 2022 Monthly Report

01.04.2023

Page 4 of 4

ADG Project No. 16-003

- North Base
 - a. Schedule: Punch list completion, TCO in place
 - b. Budget: In budget
 - c. Issues: Punch/Warranty list completion
- Ruby Grant
 - a. In operation: Final acceptance by City Council on January 18, 2022
 - b. Budget: In budget
- Westwood Indoor Tennis Facility
 - a. In operation: Opening Celebration on May 24, 2019
 - b. Budget: In budget
 - c. Issues: Court paint warranty extended another 12 months from September 22, 2022
- East Library
 - a. In operation: Opening Celebration on July 20, 2018
 - b. Budget: Within budget
- Central Library
 - a. In operation: Opening Celebration on November 4, 2019
 - b. Budget: Within budget
- Westwood Family Aquatic Center
 - a. In operation: Opening Celebration on May 26, 2018
 - b. Budget: Final Pay App approved on July 24, 2018
- Norman Forward Program Management
 - a. Schedule: Proceeding per Implementation Plan
 - b. Budget: Proceeding per Implementation Plan
 - c. Implementation Plan: Revised/Updated March 2022
 - d. Issues: None

SUBMITTED BY: ADG – A.J. Kirkpatrick

FINANCE 3

CITY OF NORMAN

Department of Finance
Monthly Report – December 2022

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 December are discussed below:

Treasury Division:

In the month of December, the Treasury Division processed 39,765 payments in person and over the phone, an increase of 4.8% from last month. Paymentus (the City's 3rd party processor of online and automated telephone payments) processed 12,774 payments in December, a decrease of 1% from last month.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are below target for the month of December by -2.5%. Revenues from the City's largest single source of revenue, sales tax, are above target by 3.4% for the year to date and 1.2% above last fiscal year. Following is a summary table regarding General Fund revenues and expenditures to-date.

	FYE 23 Budget To Date	FYE 23 Actual To Date	FYE 22 Actual To Date	FYE 21 Actual To Date
Sales Tax Revenue	\$27,048,850	\$27,958,822	\$27,635,417	\$22,226,197
General Fund Revenue	\$50,321,577	\$49,100,387	\$46,835,659	\$49,983,497
General Fund Expenses	\$49,687,153	\$47,378,457	\$40,741,533	\$46,149,066

Administration Division

	FYE 23		FYE 22	
	December	YTD	December	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	160.00	1,608.00	320.00	2,080.00
Total Comp Time Available	0.00	13.75	11.75	53.75
Total Overtime Hours	0.00	0.00	0.00	0.50
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	160.00	1,621.75	331.75	2,134.25
Benefit Hours Taken	16.00	245.75	58.50	317.75
TOTAL ACCOUNTABLE STAFF HOURS	144.00	1,376.00	273.25	1,816.50
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

ACCOUNTING 3A

Accounting Division

	FYE 23		FYE 22	
	December	YTD	December	YTD
Total Regular Hours Available	1,120.00	7,280.00	1,120.00	6,464.00
Total Comp Time Available	1.75	16.00	0.50	26.50
Total Overtime Hours	16.75	48.25	15.25	112.50
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	 1,138.50	 7,344.25	 1,135.75	 6,603.00
Benefit Hours Taken	230.00	1,228.00	237.00	956.50
 TOTAL ACCOUNTABLE STAFF HOURS	 908.50	 6,116.25	 898.75	 5,646.50

PERMANENT PART-TIME

Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 0.00	 0.00	 0.00	 0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
 TOTAL ACCOUNTABLE STAFF HOURS	 0.00	 0.00	 0.00	 0.00

TEMPORARY

Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 0.00	 0.00	 0.00	 0.00

CITY REVENUE REPORTS

3B

City Revenue Report

	FYE 23 November	FYE 23 December	Plus/Minus
Total Revenue Received (\$)	\$4,848,852	\$4,835,733	(\$13,119)
Utility Payments - Office (#)	37,952	39,765	1,813
Utility Payments - Office (\$)	\$4,529,866	\$4,539,009	\$9,143
Paymentus (#)	12,847	12,774	(73)
Paymentus (\$)	\$1,298,249	\$1,224,651	(\$73,598)
Lockbox (#)	9,813	9,980	167
Lockbox (\$)	\$1,400,060	\$1,347,676	(\$52,384)
E-Lockbox (#)	3,627	3,731	104
E-Lockbox (\$)	328,994	293,176	(\$35,818)
Bank Draft Payments (#)	11208	11230	22
Bank Draft Payments (\$)	\$1,209,951	\$1,107,134	(\$102,817)
Utility Deposits (#)			\$0
Utility Deposits (\$)			\$0
Fix Payments (#)			\$0
Fix Payments (\$)			\$0
Processed Return Checks (#)	107	73	(34)
Processed Return Checks (\$)	(\$13,394)	(\$73,733)	(\$60,339)
Other Revenue Transactions (#)			\$0
Other Revenue Received (\$)			\$0
Accounts Receivable Payments (\$)	9,158	224,570	\$215,412
Municipal Court - Fines/Bonds (\$)	116,926	89,426	(\$27,500)
Municipal Court - Credit Card (#)	387	216	(171)
Municipal Court - Credit Card (\$)	59,016	45,727	(13,289)
Building Permits Cash Report (\$)	194,722	253,967	\$59,245
Building Permits Credit Card (#)	321	275	-46
Building Permits Credit Card (\$)	\$118,095	\$145,745	\$27,650
Occupational License - Bldg Insp. (\$)	\$2,136	\$1,686	(\$450)
Occupational License - Bldg Insp. CC (#)	18	15	-3
Occupational License - Bldg Insp. CC (\$)	\$1,636	\$1,636	\$0
Business License - City Clerk (\$)	5,103	5,555	\$452
Accounts Receivable Billed (\$)	\$370,912	\$316,299	(\$54,613)

Budget Services Division

	FYE 23		FYE 22	
	December	YTD	December	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	2,080.00	320.00	2,079.50
Total Comp Time Available	0.00	1.25	0.00	6.00
Total Overtime Hours	0.25	1.25	0.00	0.50
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	320.25	2,082.50	320.00	2,086.00
Benefit Hours Taken	51.75	247.25	53.25	312.00
TOTAL ACCOUNTABLE STAFF HOURS	268.50	1,835.25	266.75	1,774.00
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 23		FYE 22	
	December	YTD	December	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	800.00	5,200.00	800.00	4,768.25
Total Comp Time Available	0.00	16.25	5.75	74.50
Total Overtime Hours	34.00	265.75	42.00	242.00
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	834.00	5,482.00	847.75	5,084.75
Benefit Hours Taken	238.00	1,148.00	181.50	755.75
TOTAL ACCOUNTABLE STAFF HOURS	596.00	4,334.00	666.25	4,329.00
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 23		FYE 22	
	December	YTD	December	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	1,120.00	7,280.00	2,442.00	15,488.00
Total Comp Time Available	1.75	56.50	13.00	173.25
Total Overtime Hours	47.00	349.50	54.75	570.25
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	1,168.75	7,686.00	2,509.75	16,231.50
Benefit Hours Taken	271.00	1,227.75	325.25	2,478.25
TOTAL ACCOUNTABLE STAFF HOURS	897.75	6,458.25	2,184.50	13,753.25
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

Office Services

	FYE 23		FYE 22	
	December	YTD	December	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	2,080.00	320.00	2,077.75
Total Comp Time Available	0.00	3.50	0.00	0.00
Total Overtime Hours	29.25	251.25	26.50	197.25
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	349.25	2,334.75	346.50	2,275.00
Benefit Hours Taken	42.75	304.75	73.50	349.75
TOTAL ACCOUNTABLE STAFF HOURS	306.50	2,030.00	273.00	1,925.25
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 2023

	Nov '22	Dec '22
Mail Payments - Lockbox	9,813	9,980
Mail Payments - E-Lockbox	3,627	3,731
Mail Payments - Office	91	92
Total Mail Payments - Subtotal	13,531	13,803
Night Deposits	161	153
Paymentus Payments	12,847	12,774
Without assistance paymnts - Subtotal	13,008	12,927
Office Payments	2,274	2,266
With assistance payments - Subtotal	2,274	2,266
Total Payments Processed - Subtotal	28,813	28,996
Bank Draft (ACH) Payments	11208	11230
Total Payments (Utility)	40,021	40,226
Total Payments	57,626	57,992

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

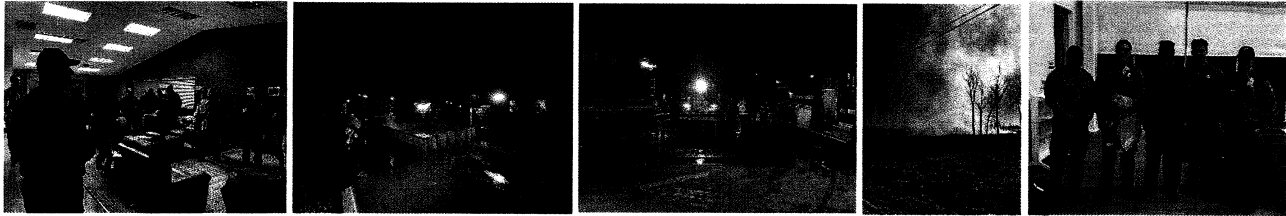
* These figures are included in the above Total Customer Contact Payments.

Utility Division Activity Report - FYE 2006

	FYE 23		FYE 22	
	December	YTD	December	YTD
STATUS REPORT				
Regular Utility Accounts Billed	44,758	266,730	44,173	261,961
New Deposit Ons Billed	600	4,773	661	4,682
Final Accounts Billed	507	4,098	521	3,763
TOTAL METERS READ	45,865	275,601	45,200	270,406

FIRE DEPARTMENT

4



NFD Monthly Progress Report December 2022

Incident Response Type Summary

Incident Type	Total	% of Total
1 - Fire	21	1.10%
2 - Overpressure Rupture, explosion, Overheat - No Fire	0	0.00%
3 - Rescue & emergency	1040	54.36%
4 - Hazardous Conditions (No Fire)	31	1.62%
5 - Service Call	290	15.16%
6 - Good Intent Call	424	22.16%
7 - False Alarm & False Call	94	4.91%
8 - Severe Weather & Natural Disaster	1	0.05%
9 - Special Incident Type	0	0.00%
Incomplete Reports	12	0.63%
Total Incident Count (Unique Calls)	1913	100.00%
Number of Total Unit Responses	2412	

Total Fire Loss \$124,913.00

	Number of First-In Calls	Average Time/Seconds	Average Time/Minutes
Station #1	397	300	0:05:00
Station #2	245	328	0:05:28
Station #3	317	325	0:05:25
Station #4	232	318	0:05:18
Station #5	83	658	0:10:58
Station #6	64	527	0:08:47
Station #7	197	359	0:05:59
Station #8	162	357	0:05:57
Station #9	211	354	0:05:54

Community Outreach

Tours and Special Events	8	Tours, Parade, Winterfest, Kwanzaa Dinner, Youth Council, Shop with a Sheriff
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Burn Permits

Burn Permits Issued	128	Conditions were favorable for burning 10 days in December
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Training

Total Personnel Training Hours	2051	Mgmt/Supvsr, Hazmat, Wildland, Special Healthcare, etc.
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NFD Monthly Progress Report

December 2022

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*	7	1	0	3	2	0	0	1	0	0
Chief 301	26	3	2	3	2	0	0	10	5	1
Chief 302	21	5	4	1	4	0	0	5	1	1
Chief 303	25	3	3	4	3	0	0	7	3	2
Chief 304	5	3	0	1	0	0	0	1	0	0
Chief 401	7	1	0	1	0	0	1	2	1	1
Chief 402	15	4	1	1	2	1	0	2	0	4
Chief 403	7	0	0	2	2	1	0	1	0	1
Chief 404	10	3	0	1	0	2	1	2	0	1
Engine 1	398	373	2	6	2	0	0	11	0	4
Brush 1	3	2	0	0	0	0	0	0	0	1
Ladder 1	49	31	2	5	4	0	0	4	0	3
Engine 2	269	6	238	6	10	0	0	7	0	2
Brush 2	5	0	3	0	1	0	0	0	0	1
Ladder 2	32	7	11	4	4	0	0	4	0	2
Engine 3	329	7	3	312	0	0	0	4	0	3
Brush 3	2	0	1	1	0	0	0	0	0	0
Engine 4	245	3	4	0	230	0	0	5	3	0
Brush 4	3	0	1	0	2	0	0	0	0	0
Tanker 4	2	0	0	0	1	0	0	0	1	0
Engine 5	25	0	0	0	0	24	1	0	0	0
Brush 5	84	0	0	0	0	83	1	0	0	0
Engine 6	20	2	0	1	0	3	12	0	0	2
Brush 6	75	2	0	1	0	6	64	0	0	2
Squad 7	253	20	7	10	8	0	0	191	13	4
Brush 7	2	1	0	0	0	0	0	1	0	0
Engine 8	175	1	0	0	5	0	0	9	160	0
Brush 8	1	0	0	0	1	0	0	0	0	0
Tanker 8	4	0	0	0	1	1	0	0	2	0
Engine 9	233	4	0	10	0	2	5	5	0	207
Brush 9	4	0	0	0	0	0	1	0	0	3
Tanker 9	4	0	0	0	0	1	1	0	0	2
EM1*	22	7	1	4	4	1	0	4	0	1
EMS1*	1	0	0	0	1	0	0	0	0	0
Fire Marshal 1	7	2	0	0	3	0	0	1	1	0
Fire Marshal 2	3	0	0	1	0	0	1	1	0	0
Fire Marshal 3	12	1	2	2	3	0	0	2	1	1
Fire Marshal 4	12	4	1	1	3	0	0	0	0	3
Fire Marshal 5	15	2	2	6	2	3	0	0	0	0
	2412	498	288	387	300	128	88	280	191	252

December 2022 Fire Prevention Activity Summary

Prevention Department Update and Activities

Training	24 unit hours	Fire Origin and Cause, Evidence Collection, Forensics, Industrial Ovens & Furnaces, Mgmt, etc
Inspections/Re-Inspections	138 hours	Certificate of Occupancy, Occupancy Loads, Daycare, Fire Alarm, Fire Suppression System, General, Food Trucks
Smoke Detectors	13	Check/Install Smoke Detectors/Replace Batteries
Investigations	11	6 Closed, 2 Complete, 2 Pending. 1 Joint
Investigative Activities	61 hours	Fire Scene Investigation, reports, OSBI, interviews/Interrogation
Department Meetings	25 (57 hours)	Shift Change Meetings, Staff Meeting
Station & Equipment Maintenance	52 hours	Daily checks, supplies replenishing, iPad issues, cleaning & organization
Public Service/Education & Special Events	35 hours	EMS Training, Controlled Burn Education, Water Shutoffs, Fire Victim Assistance, Shop with Sheriff

Planning Officer Activities

ACTIVITY	DESCRIPTION	NUMBER	HOURS
Plan Reviews	Fire protection systems 6, Building 17	23	60
Inspections/Site Visits	Finals 17, solo fire protection systems 3	20	25
Meetings		9	8
Training		4	5
Communication			30
Totals			128

EMERGENCY MANAGEMENT DIVISION ACTIVITIES

Emergency Management Division

December 2022

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
Other Emergency Management Activities	
Local Response	
Red Cross Coordination for burn outs. In December there were five fires responded to in order to assist families with immediate needs. One of these was a motel. Note: the management of the Motel (Travel Lodge of Norman) did an outstanding job of aiding the victims of the fire in relocating to other motels and helping them to recover vital medicines like insulin.	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.
Youth Camp	
Planning of the 2023 Youth Preparedness Camps are underway. The first State sponsored Day Camp will be held at the NSU Broken Arrow Campus in June 2023. A full camp is	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.

planned for the NSU Tahlequah Campus and the Murray State College Campus in Tishomingo. Youth preparedness is growing and participation and support has been phenomenal.	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
Additional Youth Camps are planned, one being at NSU in Broken Arrow planned for June 22. This will be the first day camp organized. Another camp is being planned at Murray State College with dates TBD.	Norman EM is the Operations planner for the Oklahoma Youth Council Preparedness Camps. Oklahoma is a leader FEMA Region 6 in promoting and implementing youth preparedness
The Norman Art Walk conducted each second Friday contacted the EM Division for support of a cooling station.	Norman Emergency Response Volunteers provide community outreach, medical first aid and comfort stations on request.
Norman EM coordinates the activities of the Cleveland County Medical Reserve CORPS Unit 0333 in collaboration with the Cleveland County Health Department. During 2023 the Unit has applied for and received an extension with an increase of \$26,500 for the RISE Grant. This grant has supported purchasing of equipment, supported an internship program with the OU School of Social Work and paid for a temporary staff to assist in the Medical Reserve CORPS administrative activities. The offer to extend the grant and receive an additional \$26,000 and that application is in process. Approval of the extension was received and in process. Also the annual Operational Readiness Grant is available and an application for \$10,000 was submitted	The Emergency Management Coordinator met with the State Coordinator and the Cleveland County Local Response Coordinator (LRC) to discuss the reorganization of the health departments and the management of the MRC Unit. Cleveland County is now assigned to take care of solely Cleveland County. Previously they supported 5 counties. The reassignment identifies the health department as Region 10, Cleveland County. This will assist in the collaboration of the MRC unit and will continue to enhance the Norman Emergency Volunteer response.

Disaster Reimbursement Status	
FEMA has instituted a new process for reimbursement claims. As with any new process there are many issues to be worked through	It is vital for Volunteers to ensure their time has been recorded. Volunteer hours are dollars for a jurisdiction. The hours go to meeting cost share and having a value added impact for the local jurisdictions.
Disaster DR-4222 2015	Federal portion paid, State portion of \$91,808.32 is pending
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	<u>NWS Norman Spotter Schedule (weather.gov)</u>
Severe Weather Response Extreme cold weather	During the Christmas Holiday we experienced extreme cold weather that involved temperatures as low as -25 with winds 45-50 mph. Several motels lost power and plans were made to relocate to Irving Community center in the event power was not restored. Power did come back on and no relocations occurred. Food and Shelter for Friends provided additional bed space for over fill. Staffing limitations prevented Salvation Army from increasing their services. Red Cross is now solely in a support role and will support a City managed shelter but not initiate one on their own.

HUMAN RESOURCES 5

HUMAN RESOURCES

Monthly Report

December 2022

Item 4.

ADMINISTRATION

Administrative Support

- Processed Monthly Department Report
- Begin coordinating Tenured Employees list for Service Awards
- Processed invoices and reconciled expense accounts
- Coordinated Birthday/Anniversary post card mail outs
- Reconciled petty cash
- Labor Relations:
 - Union meetings expected to resume January 2023.

BENEFITS

- New Hire Orientation
 - Presenting CoN benefits to newly hired employees and rehires
 - Medical, Dental, Vision, Flexible Spending, Deferred Comp
 - Building Benefit packets
 - Answering question about coverage
- Enrolling New Hires
 - Enrolling into HR Munis system
 - Benefit coverages
 - Dependents data
 - Beneficiaries
 - AFSME dues
 - Website Carrier employee enrollments
 - Meritain
 - VSP
- Weekly implementation Zoom meetings with the following carriers and our broker:
 - Health Equity
 - Benefit Wallet
 - Blue Cross Blue Shield
 - The Standard
 - Allstate
 - Met Life
 - Delta Dental
 - Transamerica
 - OptumRx
 - Work with HR Director
 - Discussing employee data/coverage file transfers
 - Direct billing process
 - COBRA billing and process
 - Reviewing Administrative change/Takeover letter
 - Reviewing employee insurance card mockups for approval

- Working closely with Mindy Aynes (payroll clerk)
 - Deduction setup
 - Benefit questions
 - Requesting deduction refunds
- Zoom call and email correspondence with BMI (dependent) auditors
- Benefit Terminations (Upon employee terminating from CoN)
 - End dating Munis benefit deductions
 - Terminating Meritain and VSP coverage
- Fielding employee calls/emails (round about 300+) referencing claims/health/deferred comp/dental/wellness concerns/basic & supplemental life/vision
 - Newborns - Marriage – Death – Loss or Gain of Coverage
- Fielding questions from 40 retirees with information regarding 2023 benefit inquiries via in person/emails/phone calls
 - Collecting and disseminating COBRA/retiree elections to the carriers
 - Reviewing and approving the welcome kit to be mailed to COBRA/retiree participants

PERSONNEL ACTIONS

Labor Relations Section

- Labor Relations:
 - IAFF voted to ratify their contract. Presented the FYE 23 Collective Bargaining Agreement to the City Manager and IAFF President for signing.
 - Union negotiations expected to resume January 2023.

Compensation Section

PERSONNEL ACTIONS

New Hires – 7

Dept./Div.	Position	Number of Employees
Human Resources/Admin	Human Resources Coordinator	1
Parks & Rec/Park Maint.	Maintenance Worker I	1
Planning & Community Dev.	Code Compliance Inspector	1
Planning & Community Dev.	Administrative Technician IV	1
Police/Patrol	Master Police Officer	1
Public Works/Stormwater	Maintenance Worker I	1
Utilities/WLM	Utility Distribution Worker I	1

Separations – 1

Dept./Div.	Position	Number of Employees
Utilities/Meter Services	Meter Reader	1

Promotions – 1

Dept./Div.	Position	Number of Employees
Utilities/WLM	Utility Distribution Worker II	1

RECRUITMENT

Accepted applications for the following positions:

Department/Division	Position
City Manager's Office	Chief Diversity and Equity Officer
Human Resources	Training and Development Manager
Information Technology	Network and Infrastructure Engineer
Municipal Court	Municipal Court Officer
Parks & Recreation/Park Maintenance	Administrative Technician III
Parks & Recreation/Park Maintenance	Maintenance Worker I
Parks & Recreation/Recreation-Irving, 12 th , Whittier	Recreation Center Specialist (PT)
Parks & Recreation/Recreation-Irving, 12 th , Whittier	Recreation Center Specialist (PT)
Parks & Recreation/Recreation-Little Axe	Recreation Leader I (PPT)
Parks & Recreation/Westwood Golf Course	Golf Course Attendant (PT)
Parks & Recreation/Westwood Tennis Center	Temporary Laborer (PT)
Planning and Community Development	Long Range Planner
Planning and Community Development	Planner I
Police	Police Officer
Police/Animal Welfare	Animal Welfare Technician
Police/Animal Welfare	Pet Adoption Coordinator
Police/Emergency Communications Bureau	Communications Officer I
Police/Emergency Communications Bureau	Communications Officer II
Police/Staff Services	Parking Service Officer (PPT)
Police/Staff Services	Police Records Clerk
Public Works/Fleet	EVT Mechanic II
Public Works/Stormwater	Maintenance Worker I
Public Works/Stormwater	Stormwater Compliance Inspector
Public Works/Streets	Maintenance Worker I
Public Works/Traffic	Traffic Engineer
Public Works/Traffic	Traffic Signal Technician
Utilities/Meter Services	Meter Reader
Utilities/Sanitation	Sanitation Worker I
Utilities/ Sewer Line Maintenance	Heavy Equipment Operator
Utilities/Water Line Maintenance	Utility Distribution Worker I
Utilities/Water Line Maintenance	Utility Distribution Worker II
Utilities/Water Reclamation Facility	Maintenance Worker I
Utilities/Water Treatment Plant	Temporary Laborer (PT)

Recruitment & Hiring Statistics:

Contacts/Inquiries		Selection Process Elements	
In Person	275	Written Exams	0
Phone	375	Practical Testing/Assessment Center	1
Mail	200	Panel Board Interviews	19
Email	210	Promotions	1
Total Subscribers on E-mail Vacancy List	1,351	Oral Interviews	2
Total Page Views for HR Website	4,128	Hiring/Promotion Board	0

Hiring Statistics		Recruitment Statistics	
Pre-Employment Reference Investigations	30	Advertisements Placed	26
Pre-Employment Drug Screens	18	Applications Received	185
Pre-Employment Physicals	13	Job Announcements Emailed	45
Pre-Employment Criminal Backgrounds	15	Job Announcement to CON Depts.	315

TRAINING AND DEVELOPMENT

- Conducted training for five new employees on the topics of Understanding, Responding to and Preventing Workplace Harassment, ADA, Workplace Violence, City of Norman Code of Ethics and Code of Conduct, Customer Service Give em the Pickle, Computer Networks and Communications Policy, and Social Media Policy.
- Provided “Situational Leadership” training class instructed by Jim Friedemann, Focal Point Consulting for 20 employees in the 2022-2023 Advanced Supervisory Academy and 12 employees in the Supervisory 101 Academy.
- Provided Commercial Driver’s License (CDLB) Behind-the-Wheel training and testing program conducted by Moore Norman Technology Center, Workforce Development for six employees in Fleet and Park Maintenance Divisions and CDLA Theory/Knowledge and Behind-the-Wheel training and testing for two employees in the Line Maintenance Division.
- The Computer Training Lab was the site for Information Technology ERP weekly meetings, Structured Query Language (SQL) training for IT staff, Employee Resource Groups Technical Enrichment Series Microsoft Intermediate Excel training for 16 employees.

SAFETY

- Safety material documents were sent to divisions each week
- Conducted one (1) Return to Work Meeting for Sanitation
- Conducted one (1) Fitness for Duty Meetings for Fire
- Conducted four (4) new employee orientations
- Safety meetings were held covering Hazard Communication & PPE

Recordable Injuries – 4

Dept./Division	Nature of the Injury	Activity	Prognosis
Fire/ Suppression	Sprained left foot	Landed awkwardly on another fireman's foot	<i>Work restrictions</i>
Fire/ Suppression	Strained right & left bicep	Strained biceps during workout fitness of pull-ups and curls	<i>Work restrictions</i>
Police/ Swat Team	Laceration to right finger	Cut finger during night OPS Training	<i>Released to work</i>
Public Works/ Storm-water	Right ankle sprain	Sprained right ankle after jumping from back of truck	<i>Work restrictions</i>

Recordable Injuries per calendar year. CY 2021 is current year to date:

2022	2021	2020	2019	2018	2017
60	64	57	65	71	59

Vehicle Collisions: 1

Division	Description of Collision	Status
Utilities/ Meter Services	Meter services vehicle was parked & another vehicle backed into Unit #66 causing minor damage	"No Fault"

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

2023	2022	2021	2020	2019	2018
3	3	10	3	8	5

INFORMATION TECHNOLOGY 6

CITY OF NORMAN

Information Technology Department Monthly Report – December 2022.

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 2021 and will continue into first quarter 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.	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.
Water tower and mono-pole contract negotiations.	Increased Revenue and compliance for water tower/cellular mono-pole leases. Repair requirements.	Ongoing

Fiber Optic Installation for redundant loop at WTP and EOC	IT and the Utilities Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC 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 FY 23
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 – to be complete by end of FYE23.
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 uses the network and email.	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
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 Planning

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 December 2022. This low amount is because of holiday vacations, and the IT Department planning for staff moves to the Development Center.

Mass Communications:

The following statistics represent email space and resource savings. In the attached table, you will see that 16 emails from the groups shown were sent from city servers using city resources – of those 26,872 were delivered to outside mailboxes for the month of December 2022. The city servers generated mass communications to Norman citizens of 26,872 messages from only 16 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 201,319 attempted incoming and 70,408 outgoing messages for the month of December 2022. Incoming messages totaling 84,839 were considered Spam or hazardous e-mails by our email-filtering appliance, and were quarantined or filtered (see **IT Table 3**). This number represents nearly 42% of our inbound mail. This percentage continues to be the norm for malicious email/spam. The IT Department has made the decision to block inbound traffic from countries with known malicious attackers 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:

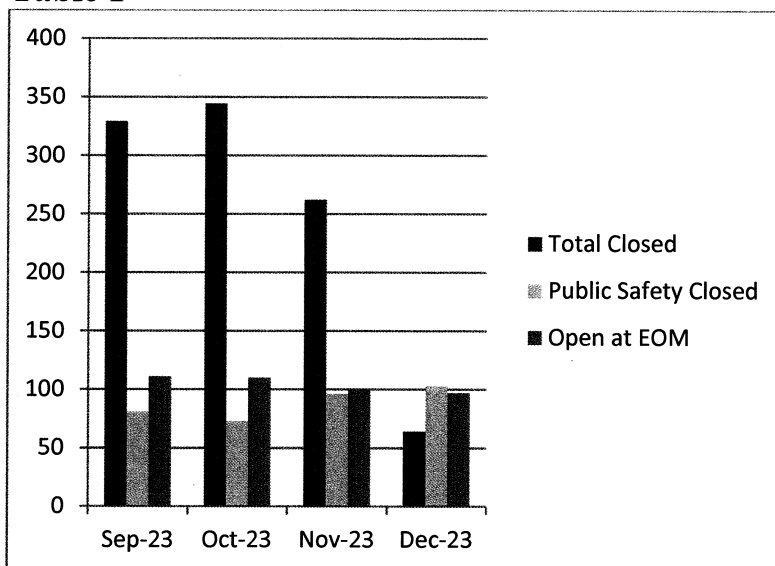
The City of Norman's web site is hosted, updated and maintained by the IT Department. In the month of December 2022, the City of Norman's web site had 79,149 individual web sessions access the web site for 163,455 total page views. Of those sessions, 46,375 were identified as New Users to view content 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. The project began in January of 2018 and is expected to run through FYE23. The City Council has approved approximately \$6 Million to replace the outdated software systems that run our daily business operations. Once complete the city will have enhanced automated services and web services for our citizen base as well as the employees who use and track their daily work with these business 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), and Payroll (Munis). Human Resource Management (HRM), and EAM for Work Orders has been our focus for the Months of July/August 2022. Daily work continues on these systems as well as additional training and configuration on the Utility Billing software. 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 23. We will continue to evaluate each of these systems moving forward starting with a review of the HR Systems in FYE23.

		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	Dec
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	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4

Table 1**Table 2**

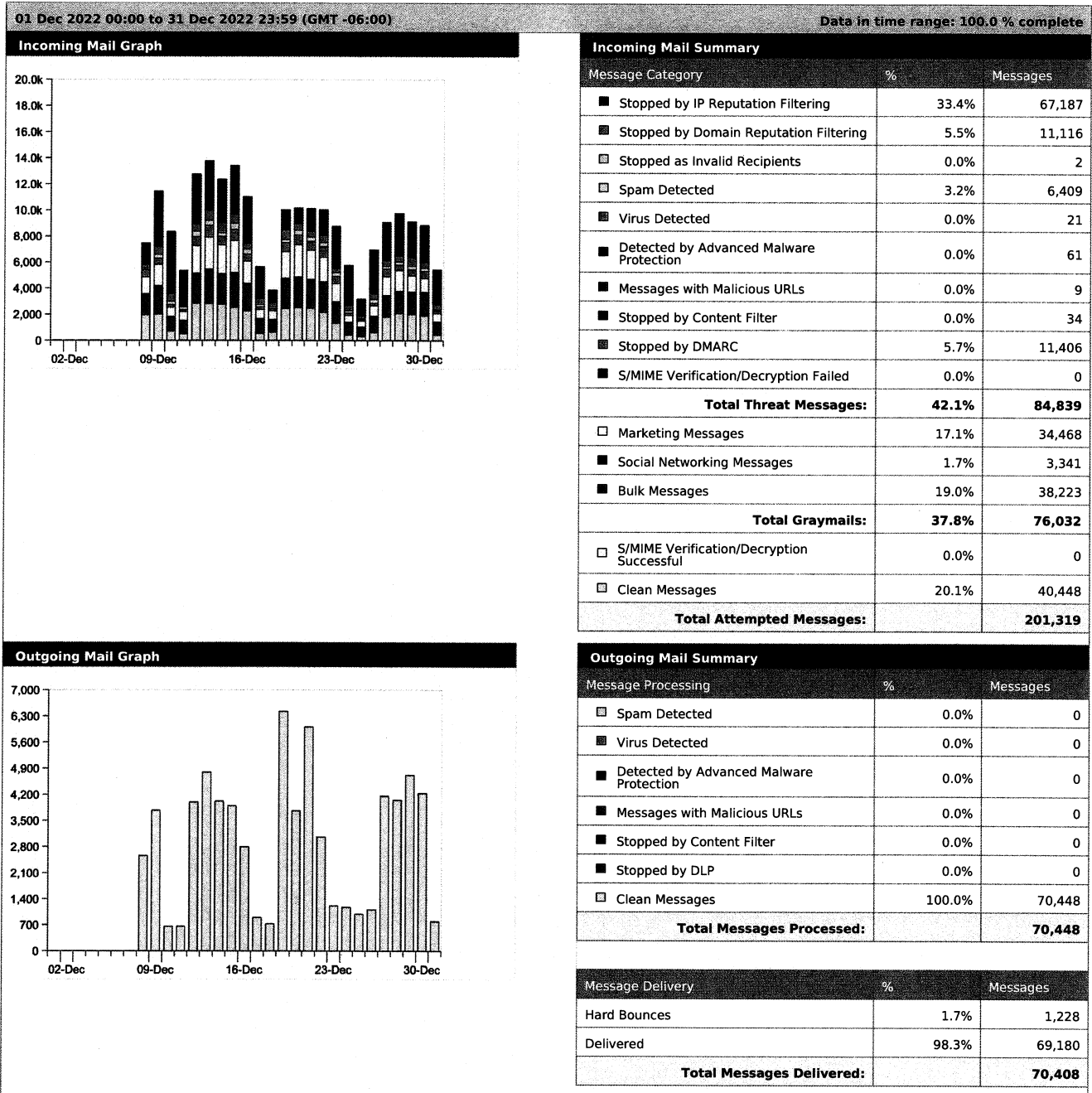
December 2022 LIST SERVER REPORT			
<i>Group</i>	<i>Active Members</i>	<i>Mailings</i>	<i>Total Delivered</i>
Affirmative Action Group	15	3	45
Job Posting	1349	3	4047
Norman News	2278	10	22780
Totals	3642	16	26872



SECURE EMAIL GATEWAY

Executive Summary

ironport.example.com



ironport.example.com - 01 Jan 2023 01:00 (GMT -06:00)

Copyright © 2003-2022 Cisco Systems, Inc. All rights reserved.

1

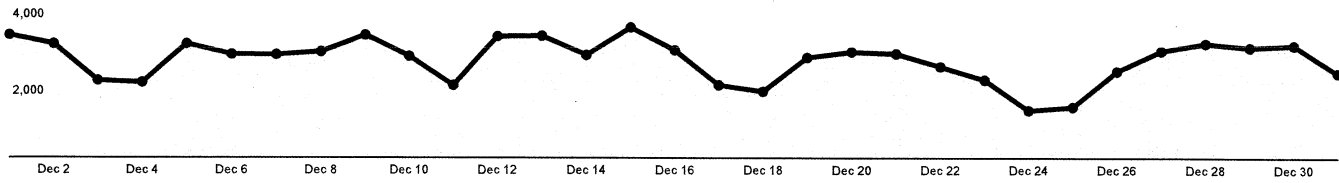
Site Traffic

Dec 1, 2022 - Dec 31, 2022

 All Users
100.00% Sessions

Report Tab

● Sessions



Day of the month	Sessions	Pages / Session	Pageviews	Users	New Users	Bounce Rate	Avg. Time on Page
	79,149 % of Total: 100.00% (79,149)	2.07 Avg for View: 2.07 (0.00%)	163,455 % of Total: 100.00% (163,455)	54,373 % of Total: 100.00% (54,373)	46,375 % of Total: 100.05% (46,350)	41.76% Avg for View: 41.76% (0.00%)	00:01:38 Avg for View: 00:01:38 (0.00%)
1. 15	3,406 (4.30%)	1.92	6,544 (4.00%)	2,941 (4.24%)	1,981 (4.27%)	44.19%	00:01:43
2. 01	3,204 (4.05%)	2.13	6,820 (4.17%)	2,800 (4.03%)	1,828 (3.94%)	37.95%	00:01:35
3. 09	3,204 (4.05%)	2.04	6,537 (4.00%)	2,819 (4.06%)	1,938 (4.18%)	42.01%	00:01:44
4. 13	3,185 (4.02%)	2.00	6,383 (3.91%)	2,801 (4.03%)	1,872 (4.04%)	45.78%	00:01:37
5. 12	3,170 (4.01%)	1.99	6,316 (3.86%)	2,837 (4.09%)	1,993 (4.30%)	46.69%	00:01:46
6. 28	2,988 (3.78%)	2.03	6,068 (3.71%)	2,571 (3.70%)	1,707 (3.68%)	40.09%	00:01:40
7. 05	2,975 (3.76%)	2.18	6,495 (3.97%)	2,621 (3.78%)	1,651 (3.56%)	39.39%	00:01:34
8. 02	2,970 (3.75%)	2.12	6,298 (3.85%)	2,618 (3.77%)	1,680 (3.62%)	39.90%	00:01:33
9. 30	2,940 (3.71%)	2.05	6,031 (3.69%)	2,548 (3.67%)	1,670 (3.60%)	36.80%	00:01:39
10. 29	2,884 (3.64%)	2.07	5,977 (3.66%)	2,536 (3.65%)	1,638 (3.53%)	39.74%	00:01:44

Rows 1 - 10 of 31

LEGAL 7

MONTHLY REPORT - LEGAL DEPARTMENT
December 2022 Report
(Submitted January 13, 2023)

MONTHLY HIGHLIGHTS:

Doughty v. CentralSquare Technologies LLC, et al., CJ-2020-451; CIV-2020-500 (K)

This case was filed on April 20, 2020, in Cleveland County District Court and was removed to the United States District Court for the Western District of Oklahoma on May 28, 2020. It arises out of a security incident caused by malicious code injected into a security patch installed on the City's Click-To-Gov server by Defendant CentralSquare Technologies, LLC. The City contracted with CentralSquare for online utility payment services. On November 18, 2022, the court entered judgment in favor of the plaintiff in the amount of \$37,500. Settlement in this amount was approved by Council on July 26, 2022. Because there are no outstanding issues between the City and the other parties in this case, it will no longer appear on the Monthly Report.

Almost Home Investment, et al. v. City of Norman, SC-2014-3027 (K)

This case was filed on July 1, 2014. It arises out of a health lien placed on the plaintiff's property as a result of a nuisance abated by the City's Code Compliance Division. On August 7, 2014, the court transferred the case from the small claims docket to the civil docket because the subject matter is excluded from the Small Claims Procedure Act, 12 O.S. § 1751 *et seq.* The court directed the plaintiff to file an amended petition within twenty (20) days – i.e., on or before August 27, 2014. Instead of complying with the court's directive, the plaintiff paid the health lien on August 18, 2014. Because there are no outstanding issues in this case, it will no longer appear on the Monthly Report.

LIST OF PENDING CASES:

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

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

Shaw, Austin, et al. v. City of Norman, et al., CIV-21-1124-J; 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)

OKLAHOMA SUPREME COURT / COURT OF CIVIL APPEALS

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

Shaw, Austin, et al. v. City of Norman, Case No. SD-120,666; CJ-2019-1313 (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 of Norman v. Aaron Stachmus and Bryson Anglin, CJ-2021-445 (S)
City of Norman v. Aaron Stachmus and Bryson Anglin, CJ-2022-424 (S)
City of Norman 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 Florez v. City of Norman & John Doe, CJ-2021-1051
Caleb Fulton v. Loyal Reich, Reich Dozer Services, LLC, City of Norman, Board of County Commissioners of Cleveland County, State of Oklahoma, CJ-2020-797 (K)
Kevin Hahn v. Norman Police Department, City of Norman, CJ-2021-210 (K)
Jaclyn Jacobs v. City of Norman, CJ-2022-794 (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)
Hunter Miller Family v. City of Norman, CV-2022-683 (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)
Walling v. Norman Regional Health System, et al, CJ-2014-874 (K)
West Lindsey Center Investors, LLC. v. City of Norman, Sherwood Construction Co., Inc. and Atkins North America, Inc., CJ-2022-693 (K)
 This case was filed on June 22, 2022. It was served on the City on December 12, 2022. It arises out of sewer backups alleged to have been caused by Defendant Sherwood construction Co, Inc. – a subcontractor on the West Lindsey Streetscape Project.

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. Tietsort 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).
 Defendants' Motion to Enter the court's jury docket, setting the matter of just compensation for trial, was filed on November 1, 2022. The City responded with a Motion for Temporary Stay of Proceedings on November 21, 2022. Defendant subsequently filed a Motion to Disburse Funds on December 21, 2022, to which the City filed its response on

January 10, 2023. All pending matters have been set for hearing before the court on February 6, 2023.

City of Norman v. Hallbrooke Development Group One, LLC, et al., CJ-2021-228 (M). A Defendants' Motion to Enter the court's jury docket, setting the matter of just compensation for trial, was filed on November 1, 2022. The City responded with a Motion for Temporary Stay of Proceedings on November 21, 2022. Defendant subsequently filed a Motion to Disburse Funds on December 21, 2022, to which the City filed its response on January 10, 2023. All pending matters have been set for hearing before the court on February 6, 2023.

City of Norman v. D&J Land, LLC, et al. CJ-2022-251 (M)

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

City of Norman v. Legacy Property Partners, LLC, CV-2018-249 (K, S)

Mortgage Clearing Corporation v. Ricky Joe Butler, et al., CJ-2016-219 (M)

Mortgage Clearing Corporation v. Doiron, et al., CJ-2014-1459 (M)

D. *Municipal Court Appeals*

None

E. *Small Claims Court*

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 21-05 – (Brooks & Stephens)

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 23-06 – (Malia Adams – Discipline)

AFSCME Grievance FYE 23-07 – (Lewis/Lucas – Overtime Pay)

IAFF Grievance FYE 21 – (Carl Shanon Smith – Improper Compensation)

IAFF Grievance FYE 22 – (Source Documents)

IAFF Grievance FYE 22 – (Chris Beirne – Payment of Sick Leave)

IAFF Grievance FYE 22 – (Chris Beirne – Alcohol Testing Procedure)

IAFF Grievance FYE 23 – (Carl Shanon Smith – Light Duty)

This grievance was filed on August 9, 2022. It arises out of the Fire Chief's decision to assign light duty to Mr. Smith. Mr. Smith worked light duty for approximately 4 hours and persuaded his treating physician to rescind his determination that Mr. Smith could work light duty. Because Mr. Smith was relieved of his light duty assignment and because IAFF has not requested arbitration, this case will no longer appear on the Monthly Report.

IAFF Grievance FYE 23 – (Policy Implementation Grievance)

This grievance was filed on December 12, 2022. It arises out of IAFF's belief that the Fire Chief is required to negotiate with IAFF before revising policies regarding matters not covered in the IAFF Collective Bargaining Agreement.

IAFF Grievance FYE 23 – (Carl Shanon Smith Termination/Forced Retirement Grievance)

This grievance was filed on December 15, 2022. It arises out of the Fire Chief's decision to retire Ms. Smith for disability.

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 December 2022. The chart does not represent those cases disposed of prior to Court through actions of the City Attorney and the Court.

Month	<u>ADULT CASES</u>			<u>JUVENILE CASES</u>			<u>COURT SESSIONS</u>		
	FYE 21	FYE 22	FYE 23	FYE 21	FYE 22	FYE 23	FYE 21	FYE 22	FYE 23
JULY	545	275	165	23	11	7	16	7	9
AUG	444	236	241	11	9	10	14	5	13
SEPT	520	263	245	10	9	15	13	5	10
OCT	325	269	244	4	12	13	7	6	9
NOV	259	228	205	0	2	10	6	6	6
DEC	279	162	232	6	1	5	7	3	5
JAN	134	185		3	9		0	6	
FEB	178	787		1	8		0	8	
MAR	270	282		6	13		5	9	
APR	420	323		6	12		13	10	

	<u>ADULT CASES</u>			<u>JUVENILE CASES</u>			<u>COURT SESSIONS</u>		
MAY	507	582		10	21		13	12	
JUNE	422	268		0	7		11	11	
TOTALS / YTD	4,303	3,860	1,332	80	114	60	105	88	52

WORKERS' COMPENSATION COURT

The total number cases pending as of December 2022 are 19. There was one new workers compensation case received during the month. 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 23 CASES	FYE22 CASES	FYE21 CASES	FYE20 CASES
Fire	Suppression	6	3	4	2	2
Fire	Prevention	1		1		
Parks/Rec.	Park Maintenance	1				
Parks/Rec	Westwood Pool			1		
Planning	Development Services					
Police	Animal Welfare	2			2	1
Police	Criminal Investigation	2		1		
Police	Patrol	4	1	4	1	2
Police	Administration	0		2		
Public Works	Street Maintenance	2		1	1	1
Public Works	Vehicle Maintenance					
Public Works	Storm Water					
Public Works	Traffic Control	1	1			
Utilities	Line Maintenance					1
Utilities	Sanitation					
TOTALS		19	5	14	6	7

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

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

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)

Legal – December 2022 Monthly Report
 January 13, 2023
 Page 6 of 7

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)
Gourley II, Rickey J. v. City of Norman, CM-2022-06328 E
 (Public Works, Traffic Control, Maintenance Worker I, L. Shoulder, L. Arm)
Henderson, Fred L. v. City of Norman, CM-2022-01483 Y
 (Fire, Prevention, Fire Marshal, Both Knees)
Hiatt, Darin v. City of Norman, CM-01014 Q
 (Public Works, Streets, HEO, Neck, R. Shoulder, R. Hand)
Kizzia, Derrald v. City of Norman, WCC 2014-06995 K
 (Parks & Rec, Park Maintenance, HEO, R. Knee/Reopen Request)
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, Police Sergeant, R. Knee)
Peterman, Kyle M. v. City of Norman, CM-2022-06515 P
 (Fire, Suppression, Firefighter Recruit, L. Inside Ear)
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)
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, Elbow, Hand)
Wilkins, Levi v. City of Norman, CM-2019-05323 X
 (Fire, Suppression, Fire Driver Engineer, BAW, Cancer)
Younts, Jerry Wayne v. City of Norman, CM-2020-06911 F
 (Public Works/Street Maintenance/HEO, L Shoulder, Neck)

TORT CLAIMS

The following is a breakdown of the Tort Claims activity through December 2022.

DEPARTMENT	FYE 23 Month	FYE 23 YTD	FYE 22 YTD	FYE 21	FYE 20
Animal Control		2	2	1	
Finance – IT				1	
Fire			2	1	4
Legal				2	
Other		1	6	11	10
Parks			2	4	6
Planning		1	2		
Police	1	5	8	3	5
Public Works – other		1	2	2	3
Public Works – Stormwater			1		2
Public Works – Engineering				1	2
Public Works – Streets		5	10	9	11
Utilities – Water	2	7	6	11	11
Utilities – Sanitation		3	6	12	12
Utilities – Sewer			4	5	5
TOTAL CLAIMS	3	25	51	63	71

CURRENT CLAIM STATUS	FYE 23 TO DATE	FYE 22	FYE 21	FYE 20
Claims Filed	25	51	63	71
Claims Open and Under Consideration	5	0	0	0
Claims Not Accepted Under Statute/Other	1	3	10	11
Claims Paid Administratively	9	15	11	13
Claims Paid Through Council Approval	1	2	7	14
Claims Resulting in a Lawsuit for FY	0	3	3	1
Claims Barred by Statute (No Further Action Allowed)	0	26	32	32
Claims in Denied Status (Still Subject to Lawsuit)	9	2	0	0

MUNICIPAL COURT 8

**MUNICIPAL COURT
MONTHLY REPORT
DECEMBER - FY '23**

CASES FILED

	<u>DECEMBER</u>	<u>FY23</u>	<u>Y-T-D</u>	<u>DECEMBER</u>	<u>FY22</u>	<u>Y-T-D</u>
Traffic	287		1,941	280		1,932
Non-Traffic	229		1,271	204		1,177
SUB TOTAL	516		3,212	484		3,109
Parking	418		4,224	303		3,532
GRAND TOTAL	934		7,436	787		6,641

CASES DISPOSED

	<u>DECEMBER</u>	<u>FY23</u>	<u>Y-T-D</u>	<u>DECEMBER</u>	<u>FY22</u>	<u>Y-T-D</u>
Traffic	250		1,921	294		2,429
Non-Traffic	174		1,295	137		1,020
SUB TOTAL	424		3,216	431		3,449
Parking	414		3,320	377		4,540
GRAND TOTAL	838		6,536	808		7,989

REVENUE

	<u>DECEMBER</u>	<u>FY23</u>	<u>Y-T-D</u>	<u>DECEMBER</u>	<u>FY22</u>	<u>Y-T-D</u>
Traffic	\$ 27,492.45		\$ 216,234.87	\$ 33,831.70		\$ 248,246.91
Non-Traffic	\$ 13,702.26		\$ 117,418.59	\$ 18,246.72		\$ 124,632.25
SUB TOTAL	\$ 41,194.71		\$ 333,653.46	\$ 52,078.42		\$ 372,879.16
Parking	\$ 18,975.00		\$ 122,500.00	\$ 12,445.00		\$ 150,667.26
GRAND TOTAL	\$ 60,169.71		\$ 456,153.46	\$ 64,523.42		\$ 523,546.42

MUNICIPAL COURT - MONTHLY REPORT
December 2022

JUVENILE COMMUNITY SERVICE PROGRAM

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

MEDIATION PROGRAM

The Early Settlement – Norman Mediation Program accepted 26 new cases and closed 27 cases during the month of December 2022. 13 Mediations were held.

PARKS AND RECREATION 9

DECEMBER 2022
RECREATION DIVISION
MONTHLY REPORT

Norman Senior Center: The Norman Senior Center saw a monthly attendance of 742. First Monday Birthdays were celebrated on Monday, December 5. S.A.L.T. (Seniors and Law Enforcement Together) held their monthly meeting at 10 am on Wednesday, December 7. The Ugly Quilting Group met on Thursday, December 8 at 10 am and will continue to meet on the second Thursday of each month through January. Patrons enjoyed an evening trip to view the Lights at Chickasha on Tuesday, December 13. Accentra Home Health offered free blood sugar and blood pressure screenings on Thursday, December 15, and Medicare 101, sponsored by Cigna, was held on Wednesday, December 21. The Senior Center was closed on Friday, December 23 and Monday, December 26 in observance of the Christmas Holiday. On Wednesday, December 28, Bingo was sponsored by Coyote Insurance.

Little Axe Community Center: The Little Axe Community Center saw a monthly attendance of 1,549. Little Axe Community Center had a very successful 2022. The programs and senior activities continue to grow. One of the most successful addition to date has been the Meals on Wheels Program.

12th Avenue Recreation Center: Child Care: The 12th Avenue Recreation Center after school program averaged 33 students per day for the month of December. The Center held a Santa's Night Out on December 12th where children could be dropped off from 6:00pm to 9:00pm while parents went out to finish up their holiday shopping. Kids in attendance got to eat pizza and do fun winter activities! The Center also held a Winter Break Camp from December 19th-January 3rd and averaged 11 kids per day. Silver Spurs Square Dancing held a holiday dance on December 7th. The 12th Avenue staff helped out at the Ugly Sweater Dash, Andrew's Tree Lighting ceremony, and Winterfest at Legacy Park.

Irving Recreation Center: Irving Recreation Center has 32 children enrolled in the After School Program and had an average daily attendance of 16 children. Five of the children have not been coming for several weeks and we will be opening those 5 spots up to fill our roster to maximum capacity by the end of January. Irving Recreation Center also implemented QR codes for guests to scan with their phones, enabling them to sign in each time they arrive.

Whittier Recreation Center: Our after school program averaged 24 kids for the month of December. The kids in Afterschool started watching the original Ben 10 during snack time and children who do not have homework have been doing puzzles during homework time. Clogging continues as scheduled on Tuesdays and Thursdays. Rentals for this month consisted of Birthday Party for a child.

FACILITY ATTENDANCE:

	Month	Year to Date
Norman Senior Center	742	4,917
Little Axe Community Center	1,549	6,362
12th Avenue Recreation Center	643	8,069
Irving Recreation Center	280	2,845
Whittier Recreation Center	365	3,279
Reaves Center	300	1,800
Tennis Center	2,542	19,936

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
Senior	771	970	868	845	721	742							4,917
Axe	1,004	1,144	538	1,065	1,062	1,548							6,362
twelveth	2,815	1,805	1,230	880	696	643							8,069
Irving	717	710	325	422	391	280							2,845
Whittier	652	293	759	677	533	365							3,279
Reaves	300	300	300	300	300	300							1,800
Tennis	3,488	3,320	3,950	3,792	2,844	2,542							19,936

DECEMBER 2022 PARK MAINTENANCE DIVISION

Park Maintenance crews performed routine trash removal & leaf clean-up in City Parks as well as restroom/shelter cleaning & landscape maintenance in City Parks. Crews finished installing Christmas decorations at City Hall and various City Parks.

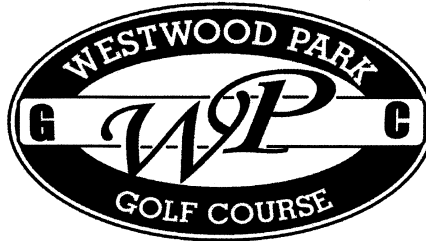
SAFETY REPORT	FYE-23 MTD	FYE-23 YTD		FYE-22 MTD	FYE-22 YTD
On-The-Job Injuries	0	0		0	0
Vehicle Accidents	0	0		0	0
Employee responsible	0	0		0	0
ROUTINE ACTIVITIES	Total Man	Hours YEAR-TO-DATE		Total Man	Hours YEAR-TO-DATE
Big Mowing	0.00	391.50		0.00	460.00
Trim Mowing	4.00	3025.00		0.00	2763.50
Chemical Spraying	0.00	433.00		82.00	372.00
Fertilization	0.00	21.00		0.00	16.00
Park Tree Work	385.00	2604.00		0.00	0.00
Street Tree Work	12.00	127.00		0.00	51.00
Trash Maintenance	312.50	1695.00		12.00	364.00
Sprinkler Maintenance	182.00	1132.00		0.00	40.00
Watering	0.00	0.00		8.00	269.00
Painting	0.00	2.00		58.00	473.00
Landscape Maintenance	322.00	884.50		0.00	0.00
Seeding/Sodding	0.00	13.00		102.00	673.00
Ballfield Maintenance	0.00	10.00		0.00	104.00
Fence Repairs	29.00	0.00		0.00	3.00
Equipment Repairs/Maintenance	72.50	870.50		0.00	0.00
Material Hauling	58.00	170.50		3.00	400.25
Snow/Ice Removal	75.50	89.50		0.00	59.27
Christmas Setup	203.50	878.75		0.00	0.00
Vector Control	2.00	150.00		28.00	56.00
Events	0.50	140.50		0.00	138.00
Vandalism Repair	4.00	61.00		0.00	0.00
Trail Maintenance	0.00	32.00		0.00	0.00
Playground Maintenance	40.50	842.00		2.00	280.00
Restroom Maintenance	0.00	11.00		40.50	634.50
Carpentry/Welding	0.00	74.00		0.00	278.00
Shop Time	57.00	281.50		0.00	0.00
Special Projects	575.50	2003.50		32.00	586.00
Miscellaneous	402.75	1819.00		0.00	552.75

DECEMBER 2022 PARK MAINTENANCE DIVISION

Park Maintenance crews performed routine trash removal & leaf clean-up in City Parks as well as restroom/shelter cleaning & landscape maintenance in City Parks. Crews finished installing Christmas decorations at City Hall and various City Parks.

SAFETY REPORT	FYE-23 MTD	FYE-23 YTD		FYE-22 MTD	FYE-22 YTD
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 YEAR-TO-DATE		Total Man	Hours YEAR-TO-DATE
Big Mowing	0.00	391.50		0.00	460.00
Trim Mowing	4.00	3025.00		0.00	2763.50
Chemical Spraying	0.00	433.00		82.00	372.00
Fertilization	0.00	21.00		0.00	16.00
Park Tree Work	385.00	2604.00		0.00	0.00
Street Tree Work	12.00	127.00		0.00	51.00
Trash Maintenance	312.50	1695.00		12.00	364.00
Sprinkler Maintenance	182.00	1132.00		0.00	40.00
Watering	0.00	0.00		8.00	269.00
Painting	0.00	2.00		58.00	473.00
Landscape Maintenance	322.00	884.50		0.00	0.00
Seeding/Sodding	0.00	13.00		102.00	673.00
Ballfield Maintenance	0.00	10.00		0.00	104.00
Fence Repairs	29.00	0.00		0.00	3.00
Equipment Repairs/Maintenance	72.50	870.50		0.00	0.00
Material Hauling	58.00	170.50		3.00	400.25
Snow/Ice Removal	75.50	89.50		0.00	59.27
Christmas Setup	203.50	878.75		0.00	0.00
Vector Control	2.00	150.00		28.00	56.00
Events	0.50	140.50		0.00	138.00
Vandalism Repair	4.00	61.00		0.00	0.00
Trail Maintenance	0.00	32.00		0.00	0.00
Playground Maintenance	40.50	842.00		2.00	280.00
Restroom Maintenance	0.00	11.00		40.50	634.50
Carpentry/Welding	0.00	74.00		0.00	278.00
Shop Time	57.00	281.50		0.00	0.00
Special Projects	575.50	2003.50		32.00	586.00
Miscellaneous	402.75	1819.00		0.00	552.75

WESTWOOD/NORMAN MUNICIPAL AUTHORITY 9A



DECEMBER 2022

Westwood Golf Course Division Monthly Progress Report

ACTIVITY	DEC FYE'23	DEC FYE'22
Regular Green Fees	305	406
Senior Green Fees	194	359
Junior Fees	54	52
School Fees (high school golf team players)	28	0
Advanced Fees (high school golf team pre-pay)	0	0
Annual Fees (Regular, Senior & Junior Members)	454	634
Employee Comp Rounds	170	301
Golf Passport Rounds	0	0
9-Hole Green Fee	63	68
2:00 Fees	55	3
4:00 Fees	0	201
Dusk Fees or 5:00 Fees	15	95
PGA Comp Rounds	0	2
*Rainchecks (not counted in total round count)	15	12
Misc Promo Fees (birthday, players cards, OU student)	73	410
Green Fee Adjustments (fee difference on rainchecks)	3	6
Total Rounds (*not included in total round count)	1414	2537
% change from FY '22	-44.26%	
Range Tokens	884	1628
% change from FY '22	-45.70%	
18 - Hole Carts	58	92
9 - Hole Carts	13	43
½ / 18 - Hole Carts	348	837
½ / 9 - Hole Carts	56	188
Total Carts	475	1160
% change from FY '22	-59.05%	
18 - Hole Trail Fees	0	1
9 - Hole Trail Fees	0	0
18 - Hole Senior Trail Fees	0	2
9-Hole Senior Trail Fees	0	0
Total Trail Fees	0	3
% change from FY '22	-100.00%	
TOTAL REVENUE	\$51,177.51	\$75,575.84
% change from FY '20	-32.28%	

DECEMBER 2022
WESTWOOD GOLF DIVISION
MONTHLY PROGRESS REPORT

Item 4.

SAFETY REPORT	FY 2023	FY 2023	FY 2022	FY 2022
	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 2023	FYE 2023	FY 2022	FYE 2022
	MTD	YTD	MTD	YTD
Green Fees	\$21,247.44	\$282,232.77	\$35,042.86	\$307,000.41
Driving Range	\$3,906.93	\$70,124.06	\$6,580.72	\$68,679.77
Cart Rental	\$10,065.13	\$151,859.89	\$20,040.27	\$174,419.74
Restaurant	\$11,384.74	\$112,070.53	\$13,736.58	\$105,767.41
Insufficient Check Charge	\$0.00	\$0.00	\$0.00	\$0.00
Interest Earnings	\$4,573.27	\$9,659.48	\$175.41	\$929.42
TOTAL INCOME	\$51,177.51	\$625,946.73	\$75,575.84	\$656,796.75
Expenditures	\$76,142.35	\$569,694.88	\$115,745.67	\$721,445.60
Income vs Expenditures	(\$24,964.84)	\$56,251.85	(\$40,169.83)	-\$64,648.85
Rounds of Golf	1414	17497	2537	20161

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

We have installed a foundation drain on the northeast side of the cart building. This was in effort to correct standing water in the building after a rain event. The drain will need to be extended to connect with drainage across the cart path east of the building. Equipment maintenance continues during inclement weather in preparation for the next growing season. All outside entrances adjacent to the clubhouse have been secured with the install of fencing and gates. This will allow for a much more controlled entrance. Thirty-three (33) new carts were delivered and Staff has installed the chargers for these carts, as the new lithium ion batteried carts require a new style low consuming charger.

DECEMBER 2022
WESTWOOD POOL
MONTHLY REPORT

FINANCIAL INFORMATION

	FYE 2023 MTD	FYE 2023 YTD	FYE 2022 TOTAL
Swim Pool Passes	\$2,435.00	\$2,674.00	\$280,436.50
Swim Pool Gate Admission	\$0.00	\$184,326.00	\$333,721.00
Swim Lesson Fees	\$0.00	\$3,880.00	\$63,442.00
Pool Rental	\$0.00	\$35,438.00	\$47,806.00
Locker Fees	\$0.00	\$0.00	\$0.00
Pool Classes	\$0.00	\$0.00	\$24,633.00
Pool Merchandise Sales	\$0.00	\$0.00	\$0.00
Concessions	\$0.00	\$102,809.97	\$203,526.27
TOTAL INCOME	\$2,435.00	\$329,127.97	\$953,564.77
Expenditures	\$14,671.06	\$577,393.04	\$693,322.52
Income verses Expenditures	(\$12,236.06)	(\$248,265.07)	\$260,242.25

ATTENDANCE INFORMATION

	FYE 2023 MTD	FYE 2022-23 YTD	2021 YTD
	Dec-22	Dec 22 - Present	April 21 - Oct 21
a. Pool Attendance	0	114,679	75,468
b. Adult Lap Swim Morning/Night	0	950	1,802
c. Water Walkers	0	1,124	4,923
d. Toddler Time	0	4,328	5,421
e. Water Fitness	0	2,610	2,826
f. Swim Team	0	1,435	4,423
g. Scuba Rentals	0	514	54
h. Scuba Participants	0	282	100
i. Swim Lessons	0	1,465	1,697
j. Private Swim Lessons	0	73	51
g. Movie Night/Special Events	0	2156	1,298
h. Party / Rentals	0	259	116
TOTAL ATTENDANCE	0	129,875	98,179

FACILITY MAINTENANCE

9B

Facility Maintenance - December 2022 - Labor/Materials Cost Report

Comprehensive Costs

Grand Total Cost: \$225,204.97

Total Misc. Cost (Materials/Contract Labor): \$173,837.72

Total Labor Cost: \$51,367.25

Total Labor Hours: 1,693.50

Total Cost by Request Type

Administrative: \$32.24K – 14%

Custodial: \$16.88K – 7%

Electrical: \$12.07K – 5%

General Maintenance: \$66.26K – 29%

HVAC: \$67.03K – 30%

Plumbing: \$14.29K – 6%

Pest Control: \$251.25 – 0%

Roof: \$16.17K – 12%

Top Buildings by Cost

201D (Complex): \$83.76K

Indirect: \$36.37K

Central Library: \$27.32K

Facility Maintenance: \$24.81K

Reaves Park: \$13K

12th Avenue Recreation: \$4.64K

Parks Maintenance: \$4.57K

City Hall (Complex): \$3.8K

201B (NPD – Complex): \$3.1K

Shooting Range (NPD): \$2.23K

Senior Center: \$1.87K

Norman Investigation Center: \$1.55K

Westwood Golf: \$.49K

Water Treatment Plant: \$1.44K

Fire Station #2: \$1.3K

Whittier Recreation: \$1.3K

Water Reclamation Facility: \$1.2K

Animal Welfare: \$1.2K

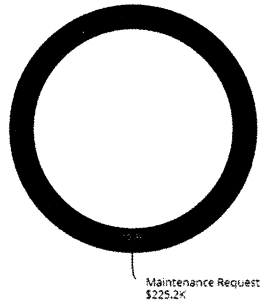
Traffic Control: \$1.12K

Grand Total Cost
\$225,204.97
Total Maint. Cost \$173,837.72

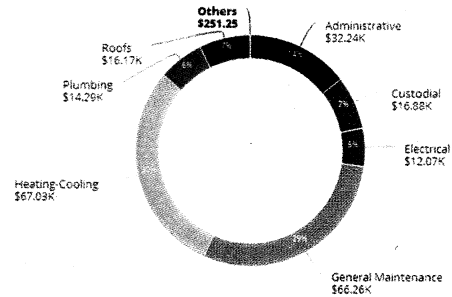
Total Labor Cost
\$51,367.25
Total Labor Hours 1,693.50

Total Inventory Cost
#N/A

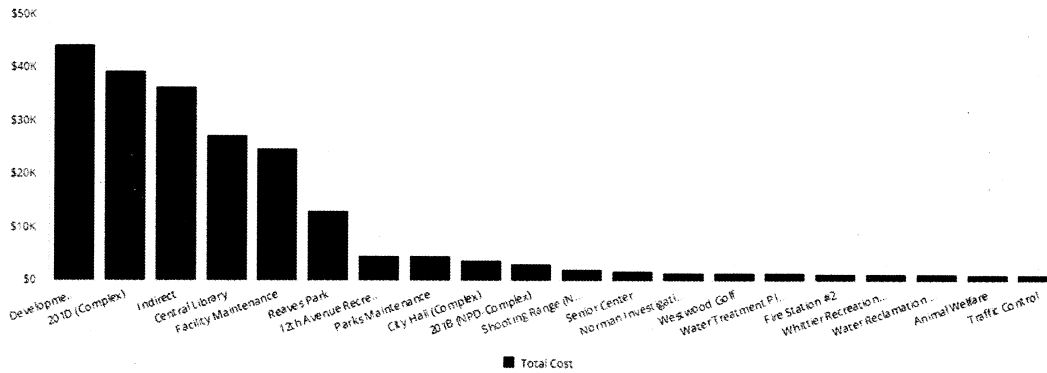
Total Cost by Module



Total Cost by Request Type



Top Buildings by Cost



Comprehensive Operations

Maintenance Requests – Total: 269

Administrative: 29

Custodial: 4

Electrical: 34

General Maintenance: 29

HVAC: 95

Pest Control: 3

Plumbing: 73

Roofs: 2

Finalized Requests – Total: 269

Number of Requests by Building

Indirect: 44

City Hall (Complex): 20

Central Library: 19

201B (NPD – Complex): 17

Development Center (Complex): 17

Norman Investigation Center: 12

Traffic Control: 10

201A (Complex): 10

12th Ave Recreation Center: 9

Facility Maintenance: 9

Fire Station #2: 7

Senior Center: 6

Shooting Range (NPD): 6

Reaves Park: 5

Water Reclamation Facility: 5

Transit/EVT: 5

Water Treatment Plant: 5

Fire Station #9: 5

201C (Complex): 5

Animal Welfare: 4

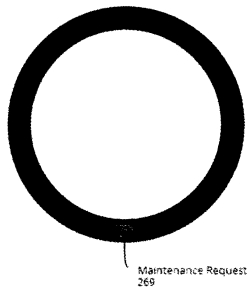
Whittier Recreation: 4

Little Axe Recreation: 3

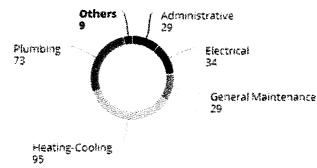
Fire Station #1: 3

Fire Administration: 3

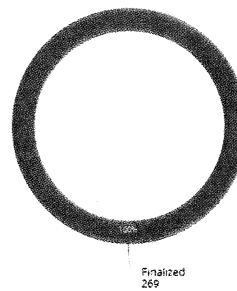
Requests by Module



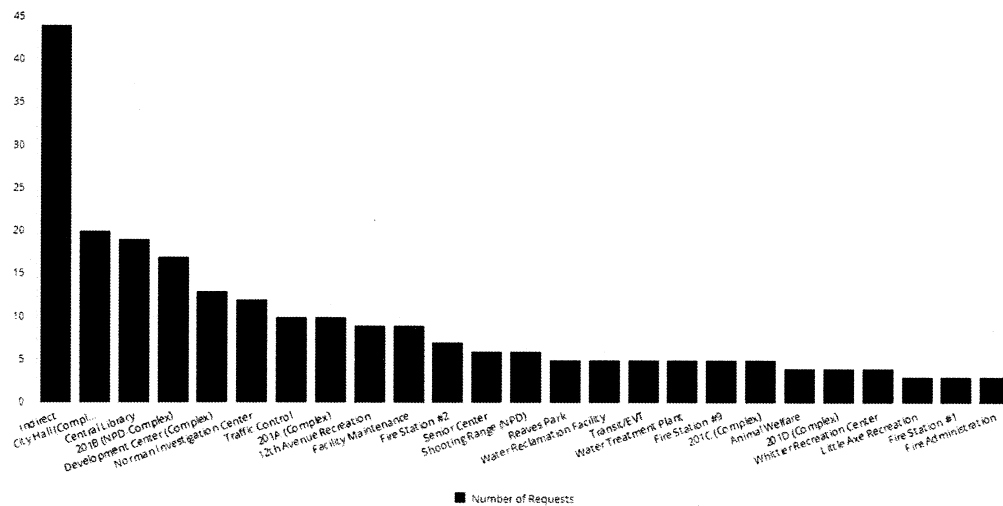
Requests by Type



Requests by Current Status



Requests by Building



Work Summary

PM & Work Requests by Current State

Completed: 213 – 100%

PM & Work Requests Assigned by User

Bill S.: 15 – 7%

Brian J.: 30 – 14%

Don A.: 25 – 12%

Jeff L.: 57 – 26%

Jerry W.: 35 – 16%

Robert B.: 43 – 20%

Tara K.: 8 – 4%

Jason M.: 1

Kathy L.: 1

Wade T.: 1

PM & Work Requests by Type

Administrative: 20 – 9%

Custodial: 2 – 1%

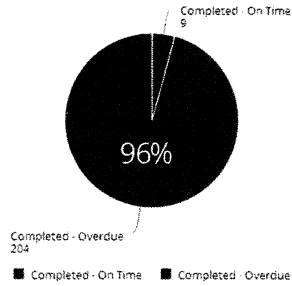
Electrical: 33 – 16%

General Maintenance: 23 – 11%

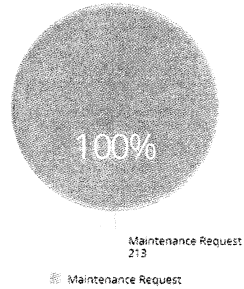
HVAC: 78 – 37%

Plumbing: 55 – 26%

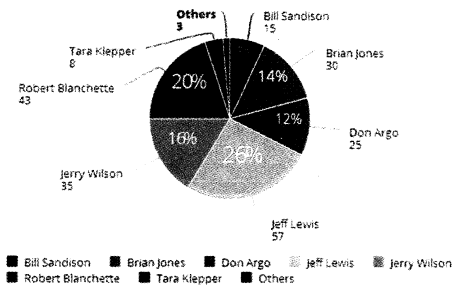
PM and Work Requests By Current State



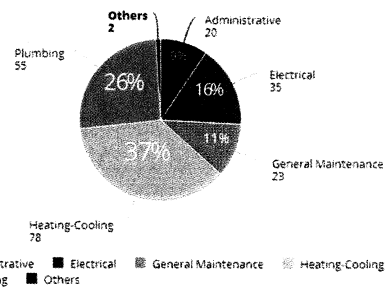
Requests By Module



PM and Work Requests Assigned By User



PM and Work Requests By Type



Team Performance

Assigned Requests by User

Bill S.: 17 – 7%

Brian J.: 47 – 18%

Don A.: 32 – 13%

Jeff L.: 70 – 27%

Jerry W.: 36 – 14%

Robert B.: 43 – 17%

Tara K.: 8 – 3%

Jason M.: 1

Kathy L.: 1

Wade T.: 1

Labor Hours by User

Bill S.: 143 –12%

Brian J.: 141 -- 12%

Don A.: 141.5 – 12%

Jason M.: 152 – 13%

Jeff L.: 160 – 14%

Jerry W.: 146 – 12%

Kathy L.: 142.5 – 12%

Robert B.: 158 – 13%

Labor Hours by Building

12th Ave Recreation Center: 14.5

201A (Complex): 18

201B (NPD – Complex): 36

201C (Complex): 5

718 N. Porter: 1

Central Library: 25

City Hall (Complex): 59.5

Development Center: 14

Fire Administration: 3.5

Fire Station #1: 6

Fire Station #2: 6

Fire Station #3: 9

Fire Station #6: 2

Fire Station #7: 5

Fire Station #8: 7

Fire Station #9: 31

Firehouse Art: 4

Fleet: 9.5

Griffin Park: 2

*Indirect: 511

Irving Recreation: 6

Legacy Park: 5

Line Maintenance: 2

Little Axe Rec Center: 10

Neighborhood Parks: 6

Norman Investigation Center: 57.5

Park Maintenance: 85

Reaves Park: 16

Ruby Grant Park: 4

Senior Center: 15

Shooting Range (NPD): 35.5

Special Ops (NPD): 4

Traffic Control: 23.5

Transfer Station: 1.5

Transit/EVT: 4

Warming Shelter: 13.5

Water Reclamation Facility: 22

Water Treatment Plant: 26.5

Westwood Golf: 20.5

Westwood Tennis: 11.5

Whittier Recreation Center: 22

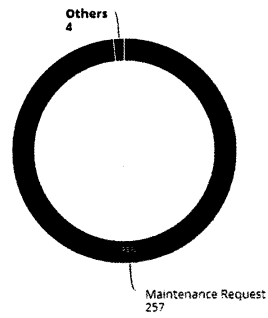
1,184

100% = \$34,893.89

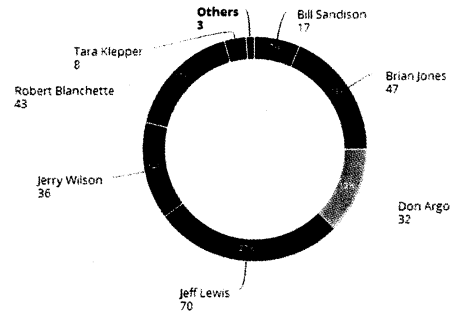
0.06

3. *Journal of the American Statistical Association*, 93(443):1086-1092, 1998.

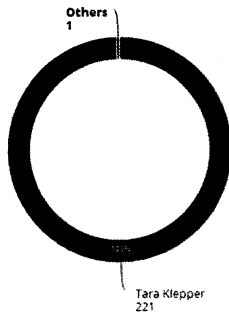
Requests by Module



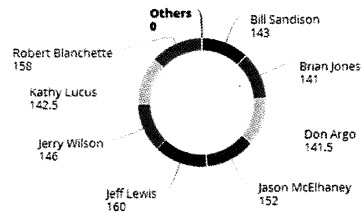
Assigned Requests by User



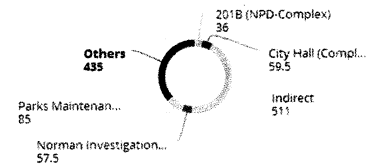
Resolutions by User



Labor Hours by User



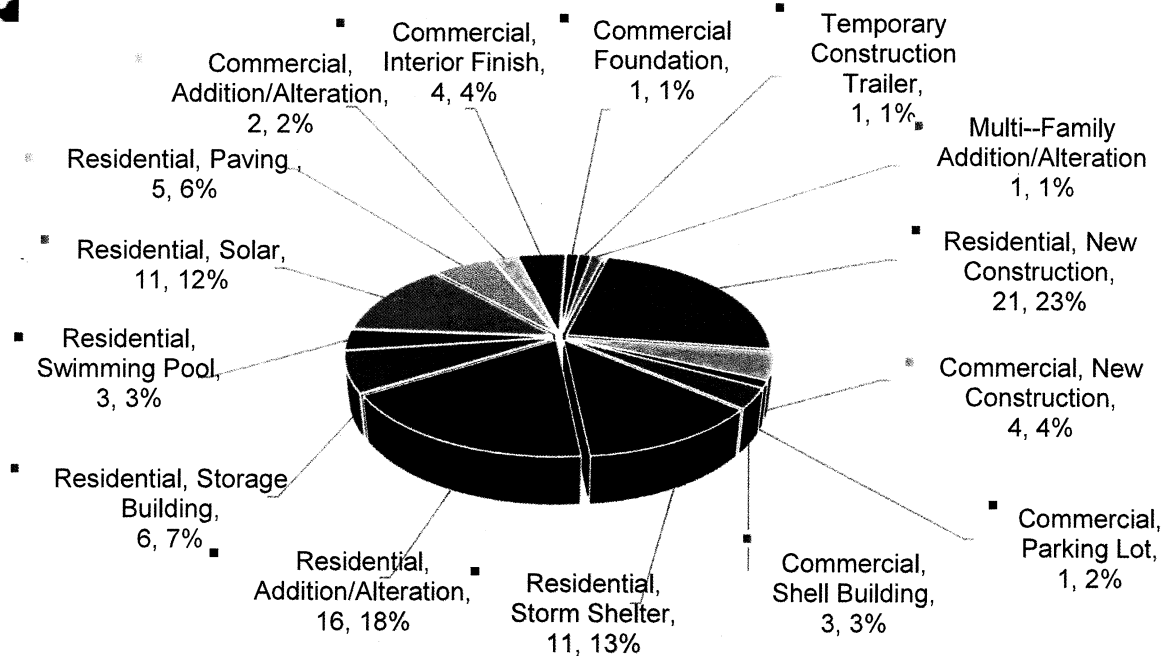
Labor Hours by Building



PLANNING AND COMMUNITY DEVELOPMENT 10



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



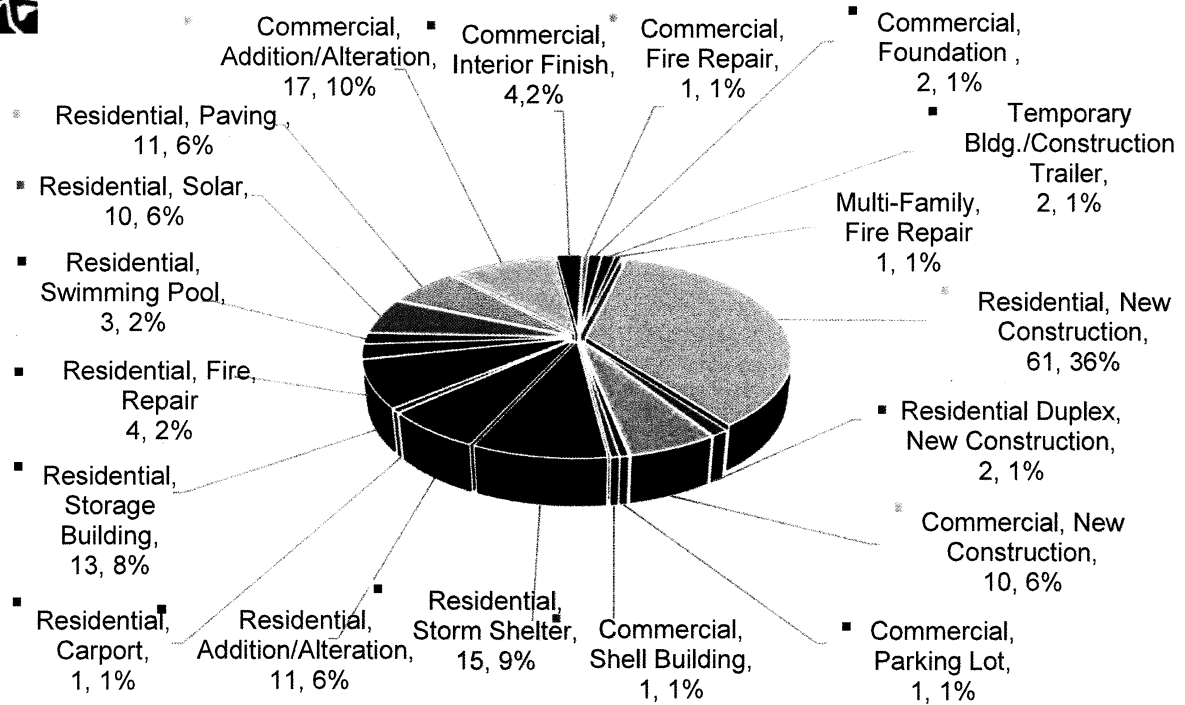
Permit Type			Valuation
Residential, New Construction	21		\$ 9,719,043
Residential Duplex, New Construction	0		\$ -
Residential, New Manufactured Home	0		\$ -
Commercial, New Construction	4		\$ 16,009,786
Commercial, Parking Lot	1		\$ 125,000
Commercial, Shell Building	3		\$ 3,242,000
Residential, Storm Shelter	11		\$ 44,070
Residential, Addition/Alteration	16		\$ 1,383,744
Residential, Carport	0		\$ -
Residential, Storage Building	6		\$ 170,387
Residential, Fire Repair	0		\$ -
Residential, Swimming Pool	3		\$ 232,000
Residential, Manufactured Home Repl	0		\$ -
Residential, Solar	11		\$ 345,657
Residential, Paving	5		\$ 66,650
Commercial, Addition/Alteration	2		\$ 400,000
Commercial, Interior Finish	4		\$ 555,000
Commercial, Fire Repair	0		\$ -
Commercial, Foundation	1		\$ 680,000
Temporary Bldg./Construction Trailer	1		\$ 35,000
Multi-Family, New	0		\$ -
Multi-Family, Addition/Alteration	1		\$ 8,950
Multi-Family, Foundation	0		\$ -
Multi-Family, Fire Repair	0		\$ -
Group Quarters	0		\$ -
	90		\$ 33,017,287

*FOR MONTHLY COMPARISON TO PRIOR YEAR SEE PAGE 2.

Page 1 of 3



CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
DECEMBER 2021 REPORT



Permit Type	Count	Valuation
Residential, New Construction	61	\$ 14,832,076
Residential Duplex, New Construction	2	\$ 400,000
Residential, New Manufactured Home	0	\$ -
Commercial, New Construction	10	\$ 3,514,948
Commercial, Parking Lot	1	\$ 90,000
Commercial, Shell Building	1	\$ 735,000
Residential, Storm Shelter	15	\$ 66,900
Residential, Addition/Alteration	11	\$ 1,411,578
Residential, Carport	1	\$ 65,000
Residential, Storage Building	13	\$ 299,949
Residential, Fire Repair	4	\$ 90,000
Residential, Swimming Pool	3	\$ 195,000
Residential, Manufactured Home Repl	0	\$ -
Residential, Solar	10	\$ 234,217
Residential, Paving	11	\$ 362,850
Commercial, Addition/Alteration	17	\$ 3,300,768
Commercial, Interior Finish	4	\$ 277,000
Commercial, Fire Repair	1	\$ 200,000
Commercial, Foundation	2	\$ 5,010,000
Temporary Bldg./Construction Trailer	2	\$ 23,000
Multi-Family, New	0	\$ -
Multi-Family, Addition/Alteration	0	\$ -
Multi-Family, Foundation	0	\$ -
Multi-Family, Fire Repair	1	\$ 20,000
Group Quarters	0	\$ -
Total	170	\$ 31,128,286



DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
Building Permit Activity-DECEMBER 2022

	DESCRIPTION	2022 YEAR TO-DATE	VALUATION	2021 TOTALS	2021 TOTAL VALUATION
	Residential, New Construction.....	377	\$ 129,686,849	559	\$ 171,447,259
	Residential, New Dwelling Unit Attached.....	0	\$ -	0	\$ -
	Residential, New Manufactured Home.....	7	\$ 727,004	2	\$ 65,000
	Residential, New Non Dwelling Unit.....	0	\$ -	0	\$ -
	Residential Duplex, New Construction.....	14	\$ 3,112,640	2	\$ 400,000
	Residential, Garage Apartment.....	0	\$ -	0	\$ -
	Multi-Family, New Construction 3-4 DU.....	1	\$ 1,100,000	1	\$ 750,000
	Multi-Family, New Construction 5+ DU.....	4	\$ 4,550,000	9	\$ 22,230,000
	Multi-Family, Fire Repair.....	50	\$ 650,270	13	\$ 284,798
	Multi-Family, Foundation.....	5	\$ 205,500	3	\$ 170,000
	Multi-Family, Addition/Alteration.....	4	\$ 91,490	2	\$ 16,000
	Residential, Addition/Alteration.....	149	\$ 10,537,515	185	\$ 11,219,201
	Residential, Carport.....	3	\$ 9,045	4	\$ 73,710
	Residential, Storm Shelter.....	203	\$ 885,764	307	\$ 1,174,221
	Residential, Storage Building.....	142	\$ 6,882,423	141	\$ 4,708,996
	Residential, Fire Repair.....	16	\$ 1,184,780	31	\$ 1,558,116
	Residential, Swimming Pool.....	106	\$ 8,534,028	145	\$ 9,332,054
	Residential, Manufactured Home Replacement	4	\$ 355,535	7	\$ 582,151
	Residential, Solar.....	176	\$ 6,284,099	16	\$ 461,303
	Residential, Paving.....	104	\$ 1,241,236	111	\$ 1,737,557
	Group Quarters.....	0	\$ -	0	\$ -
	TOTAL	1365	\$ 176,038,178	1538	\$ 226,210,366
NON-RESIDENTIAL	Commercial, New Construction.....	38	\$ 106,017,286	51	\$ 263,453,985
	Commercial, New Shell Building.....	12	\$ 11,187,000	11	\$ 9,242,000
	Commercial, Addition/Alteration.....	153	\$ 123,694,067	143	\$ 45,783,076
	Commercial, Interior Finish.....	34	\$ 6,264,600	40	\$ 3,374,700
	Commercial, New Foundation.....	7	\$ 2,200,200	7	\$ 10,740,000
	Commercial, Fire Repair.....	2	\$ 302,814	8	\$ 888,000
	Commercial, Parking Lot.....	6	\$ 314,941	7	\$ 682,640
	Commercial, Temporary Bldg./Const Trailer....	37	\$ 359,904	29	\$ 351,391
	TOTAL	289	\$ 250,340,812		\$ 334,515,792
OTHER ACTIVITY	Electrical Permits.....	1,652		1663	
	Heat/Air/Refrigeration Permits.....	1,719		1405	
	Plumbing and Gas Permits.....	1,812		1891	
	Sign Permits.....	506		475	
	Water Well Permits.....	33		44	
	Garage Sale Permits.....	577		782	
	Structure Moving Permits.....	20		16	
	Demo-Residential Permits.....	38		31	
	Demo-Non-Residential Permits.....	8		10	
	Temp. Const. Bldgs. & Roll-off Permits.....	144		173	
	Lot Line Adjustments Filed.....	12		25	
	Certificate of Occupancy (CO).....	1159		1070	
	All Field Inspections.....	27,637		27583	
	Net Residential Demos & Removals.....	-72			
	TOTAL VALUATION		\$ 426,378,990		\$ 560,726,158

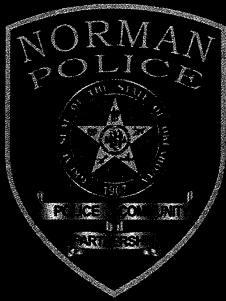
TOTAL PERMITS (EXCLUDING TEMP ROLL-OFF)		74	AVERAGE VALUATION TOTAL VALUATION	\$ \$	161,764 11,970,591	AVERAGE PROJECT AREA TOTAL PROJECT AREA	1,708 107,640	(SOLAR PERMITS - PROJECT AREA NOT INCLUDED)
Permit Type	Permit Counts	Unit Count	Valuation	Permit Type	Permit Counts			
1 & 2 FAMILY STORM SHELTER	11		\$ 44,070	RESIDENTIAL STORAGE CONTAINER	0			
1 & 2 FAMILY ADD OR ALT	16		\$ 1,363,744	TEMPORARY ROLL-OFF, RESIDENTIAL	5			
1 & 2 FAMILY CARPORT	0		\$ -	TEMPORARY ROLL-OFF, OTHER	4			
1 & 2 FAMILY FIRE REPAIR	0		\$ -	SEASONAL STORAGE CONTAINER	0			
1 & 2 FAMILY PAVING	5		\$ 66,150					
1 & 2 FAMILY SOLAR	11		\$ 345,657					
1 & 2 FAMILY STORAGE BLDG	6		\$ 170,387	DEMOS-RESIDENTIAL	NET # DU			
1 & 2 FAMILY SWIMMING POOL	3		\$ 232,000	804 WYLE RD.	1			
1 FAMILY MANUFACTURED HOME REPLACEMENT	0		\$ -	801 C. GYMICKS ST.	1			
1 FAMILY MANUFACTURED HOME NEW	0		\$ -	1010 COLLEGE AVE.	6			
1 FAMILY NEW CONSTRUCTION	21		\$ 9,719,043	1014 COLLEGE AVE.	6			
2 FAMILY NEW CONSTRUCTION	0		\$ -	1018 COLLEGE AVE.	6			
3 FAMILY NEW CONSTRUCTION	0		\$ -	902 HOOVER ST.	1			
3 FAMILY FIRE REPAIR	0		\$ -					
3 FAMILY FOUNDATION	0		\$ -					
3 FAMILY ADDALT	1		\$ 8,950					
3 FAMILY ADDALT	0		\$ -					
GROUP QUARTERS	0		\$ -					
GROUP QUARTERS	0		\$ -					
GROUP QUARTERS	0		\$ -					
TOTAL	74		\$ 11,970,591	TOTAL DEMO-NET DWELLING UNITS	-21			

City of Norman														
BUILDING PERMITS AND INSPECTIONS														
Issued December 2022- Sorted by Permit Type														
Permit Type	Contractor	Tenant Name	Permit #	Issued	Street #	Dir	Street Name	Street Type	Lot	Block	Subdivision	Zoning	Valuation	Project Area
COMMERCIAL, ADJ/ALT	NORTHSTAR PROPERTIES	SAVANNAH RIDGE APARTMENTS FITNESS ADDITION	3742	12/14/2022	4701		HERITAGE PLACE	DR	1	1	HERITAGE PLACE II SEC 5	RW6	\$ 250,000	2654
COMMERCIAL, ADJ/ALT	MIDTOWN CONSTRUCTION SERVICES	LITTLE AXE BAND ROOM REMODEL	5147	12/9/2022	2000		168TH AVE	AVE	21	1E	NOT SUBDIVIDED	A2	\$ 150,000	1870
COMMERCIAL, FOUNDATION PERMIT	GEDDES-ARMSTRONG CONSTRUCTION	OEC FOUNDATION FOR OFFICE ADDITION	5400	12/14/2022	242		24TH AVE	AVE	1	3	TWENTY-FOURTH AVE IND PARK	I1	\$ 680,000	17228
COMMERCIAL, INTERIOR FINISH	EKP TECUMSEH, LLC.	IMMEDIATE CARE CLINIC	5297	12/29/2022	3321 W		TECUMSEH RD	RD	1	1	CARROLL FARM SEC. 4	PUD	\$ 285,000	2700
COMMERCIAL, INTERIOR FINISH	LANDMARK FINE HOMES, LP.	LANDMARK FINE HOMES OFFICE TENANT FINISH #101	4735	12/14/2022	2911		ADAMS RD	RD	6	3	FRANKLIN BUSINESS PARK SEC 3	C2	\$ 200,000	6122
COMMERCIAL, INTERIOR FINISH	LANDMARK FINE HOMES, LP.	LANDMARK FINE HOMES OFFICE TENANT FINISH #111	4736	12/14/2022	2911		ADAMS RD	RD	6	3	FRANKLIN BUSINESS PARK SEC 3	C2	\$ 50,000	1855
COMMERCIAL, INTERIOR FINISH	ARIA DEVELOPMENT, LLC.	NOIR NAIL STUDIO	5153	12/5/2022	1915		CLASSEN BLVD	BLVD	1	1	CLASSEN LANDING ADDITION	C2	\$ 40,000	2784
COMMERCIAL, NEW CONSTRUCTION	WINDSTONE CONSTRUCTION	WINDSTONE OFFICE BUILDING	1459	12/8/2022	3500		WELLSITE DR	DR	7	7	NORTHBRIDGE IND PARK #3	I1	\$ 500,000	5000
COMMERCIAL, NEW CONSTRUCTION	GROSSLAND CONSTRUCTION CO. INC.	PORTER VILLAGE BEHAVIOR HEALTH	2778	12/12/2022	901 N		PORTER AVE	AVE	1	1	WHITWELL ADD	PUD	\$ 13,500,000	36064
COMMERCIAL, NEW CONSTRUCTION	MILLER-TIPPENS CONSTRUCTION	MC FARLIN MEMORIAL MISSION BUILDING	4890	12/15/2022	401 S		UNIVERSITY BLVD	BLVD	17	11	WAGGONERS T.R. FIRST ADD	CCFB	\$ 2,000,000	9928
COMMERCIAL, NEW CONSTRUCTION	TUFF SHED INC.	BRANDYWINE GARDENS APTS STORAGE BUILDING	5252	12/8/2022	1123		BRANDYWINE LN	LN	1	1	COLONIAL EST #14	RW6	\$ 9,786	192
COMMERCIAL, NEW SHELL BLDG	TATCO CONSTRUCTION	STARBUCKS SHELL BUILDING	3413	12/14/2022	1200 W		LINDSEY ST	ST	1	3W	STARBUCKS SHORT FORM PLAT	C2	\$ 750,000	1249
COMMERCIAL, NEW SHELL BLDG	LANDMARK FINE HOMES, LP.	LANDMARK FINE HOMES SHELL	4558	12/12/2022	2901		ADAMS RD	RD	5	3	FRANKLIN BUSINESS PARK SEC 3	C2	\$ 992,000	6610
COMMERCIAL, NEW SHELL BLDG	LANDMARK FINE HOMES, LP.	LANDMARK FINE HOMES SHELL	4733	12/14/2022	2911		ADAMS RD	RD	6	3	FRANKLIN BUSINESS PARK SEC 3	C2	\$ 1,500,000	7977
COMMERCIAL, PARKING LOT	SILVER STAR CONST.	UTC, LLC MASONRY ENTRY WALL	5090	12/29/2022	1881		LEGACY PARK DR	DR	RY	ENT	UNIVERSITY NORTH PARK SEC 20	ROW	\$ 125,000	707
TEMPORARY BLDG/CONST	GROSSLANDS CONSTRUCTION	BEHAVIORAL HEALTH TRAILER	4187	12/21/2022	901 N		PORTER AVE	AVE	1	1	WHITWELL ADD	PUD	\$ 35,000	750
TOTAL PERMITS			16		AVERAGE VALUATION \$ 1,315,424		TOTAL VALUATION \$ 21,046,786		AVERAGE PROJECT AREA 6,481		TOTAL PROJECT AREA 103,690			
Permit Type	Contractor	Tenant Name	Permit #	Issued	Street #	Dir	Street Name	Street Type	Lot	Block	Subdivision	Zoning	Valuation	Project Area
COMMERCIAL, ADJ/ALT	2	\$ 400,000												
COMMERCIAL, FOUNDATION PERMIT	1	\$ 680,000												
COMMERCIAL, FIRE REPAIR	0	\$ -												
COMMERCIAL, INTERIOR FINISH	4	\$ 555,000												
COMMERCIAL, NEW CONSTRUCTION	4	\$ 16,009,786												
COMMERCIAL, NEW SHELL BLDG	3	\$ 3,242,000												
COMMERCIAL, PARKING LOT	1	\$ 125,000												
TEMPORARY BLDG/CONST TRAILER	1	\$ 35,000												
TOTAL			16		\$ 21,046,786									

New Construction Business Information (New Construction and New Shell Building)	
Building Size (SF)	Use/Classification
5,000	OFFICE
36,094	INSTITUTIONAL
9,928	INSTITUTIONAL
1,249	RETAIL
661	OFFICE
7,977	OFFICE

New Construction Business Information (New Construction and New Shell Building)	
Building Size (SF)	Use/Classification
5,000	OFFICE
36,094	INSTITUTIONAL
9,928	INSTITUTIONAL
1,249	RETAIL
661	OFFICE
7,977	OFFICE

POLICE 11



NORMAN POLICE DEPARTMENT

MONTHLY DEPARTMENT OVERVIEW

Item 4.



@normanokpd

DECEMBER | 2022

MONTHLY ACTIVITY OVERVIEW

SUMMARY OF REPORTED CRIMES	2022	5-YEAR AVERAGE	2021
MURDER	1	1	0
SEXUAL ASSAULTS	20	11	13
ROBBERY	4	4	0
AGGRAVATED ASSAULTS	25	16	19
BURGLARY OF BUILDING	30	48	53
LARCENY/THEFT	257	212	213
MOTOR VEHICLE THEFT	28	28	34
ARSON	1	0	0
KIDNAPPING	0	1	0
FRAUD/FORGERY	96	65	73
DUI/APC	15	35	30
PUBLIC INTOXICATION	39	41	34
RUNAWAYS	18	23	25
DRUG VIOLATIONS	22	64	34
THREATS/HARASSMENT	44	24	29
VANDALISM	71	84	86
OTHER	806	731	763
TOTAL REPORTED CRIME	1,188	1,089	1,115
TOTAL ARRESTS:	475	491	467
PROTECTIVE CUSTODY:	99	92	100
TOTAL CASE REPORTS*	1,035	952	974
COLLISIONS	193	200	220
FATALITY	2	1	1
INJURY	63	61	65
NON- INJURY	128	138	154
NUMBER OF PEOPLE INJURED	86	87	97
CITATIONS & WARNINGS	1,328	3,149	1,248
TRAFFIC CITATIONS	266	806	253
TRAFFIC WARNINGS	645	1,523	696
PARKING CITATIONS & WARNINGS	417	821	299

COMMUNICATIONS CENTER ACTIVITY OVERVIEW

911 CALLS TAKEN: 7,499

NON-EMERGENCY CALLS TAKEN: 15,752

TOTAL INCOMING CALLS: 24,489

TOTAL CALLS FOR SERVICE GENERATED: 10,223

POLICE CALLS FOR SERVICE: 6,110

OFFICER INITIATED: 1,238

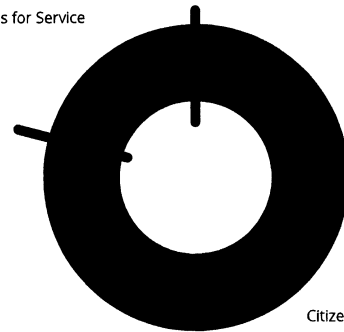
CITIZEN INITIATED: 4,872

OTHER CAD ACTIVITY:

NORMAN FIRE: 1,911

EMSSTAT: 2,169

Officer Initiated Calls for Service
1,238



Citizen Initiated Calls for Service
4,872

INVESTIGATIONS ACTIVITY

CASES CURRENTLY OPEN (2020 TO PRESENT): 400

CASES ASSIGNED DURING THE CURRENT REPORTING PERIOD: 204

CASES CLOSED DURING REPORTING PERIOD: 564

CLEARED BY ARREST / WARRANT: 17

CLEARED BY EXCEPTION: 14

COP FOLLOW-UP: 10

DEACTIVATED: 503

REFERRED TO PATROL: 3

DEACTIVATED DUE TO STAFFING: 6

UNFOUNDED: 1

ANIMAL WELFARE

INTAKES: 231

LIVE RELEASES: 217

LIVE OUTCOME RATE: 94.8%

ANIMALS FOSTERED: 36

ANIMALS LICENSED: 25

VOLUNTEER HOURS: 264

RECORDS

CUSTOMER SERVICE CONTACTS: 1,465

IN-PERSON CONTACTS: 782

PHONE CONTACTS: 683

DEPARTMENT STAFFING

AUTHORIZED COMMISSIONED OFFICER POSITIONS: 180

CURRENT COMMISSIONED OFFICERS: 152 (23 VACANCIES / 5 IN POLICE ACADEMY)

OFFICERS AVAILABLE FOR ASSIGNMENT: 142

10 ARE UNAVAILABLE DUE TO OJI, LONGTERM MEDICAL; MILITARY LEAVE; FIELD TRAINING

AUTHORIZED NON-COMMISSIONED POSITIONS: 74

INCLUDES ANIMAL WELFARE, DISPATCH, PARKING SERVICES, RECORDS, AND ADMINISTRATIVE TECHNICIANS

CURRENT NON-COMMISSIONED POSITIONS: 65 (9 VACANCIES)

ANIMAL CONTROL 11A

Norman Animal Welfare Monthly Statistical Report December 2022



IN SHELTER ANIMAL COUNTS

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Beginning	67	47	114	89	43	132	18	16%
Ending	78	35	113	97	34	131	18	16%

ANIMAL INTAKES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Stray at Large	83	41	124	106	32	138	14	11%
Owner Relinquish	24	34	58	9	42	51	(7)	-12%
Owner Intended Euth	0	0	0	3	1	4	4	
Transfer In	0	0	0	0	26	26	26	
Other Intakes*	6	2	8	4	0	4	(4)	-50%
Returned Animal	8	5	13	6	2	8	(5)	-38%
TOTAL LIVE INTAKES	121	82	203	128	103	231	28	14%

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

OTHER STATISTICS

	2021		2022		Comparisons	
	Total		Total		Difference	Percent
Wildlife Collected (DOA)	1	1	0	0	(1)	-100%
Dog Collected (DOA)	2	2	3	3	1	50%
Cat Collected (DOA)	0	0	1	1	1	
Wildlife Transferred	0	0	0	0	0	
Intake Horses	0	0	0	0	0	
Intake Cows	0	0	0	0	0	
Intake Goats	0	0	0	0	0	
Intake Sheep	0	0	0	0	0	
Intake Rabbits	1	1	3	3	2	200%
Intake Pigs	0	0	0	0	0	
Intake Other	0	0	0	0	0	
TOTAL OTHER ITEMS	4	4	7	7	3	75%

LENGTH OF STAY (DAYS)

	2021	2022
Dog	19.5	22.5
Puppy	7.8	13.4
Cat	13.1	8.1
Kitten	5.6	9.3

OWNER SURRENDER PENDING INTAKE

	Canine	Feline	Other	Total
Animals	130	28	0	158

Norman Animal Welfare Monthly Statistical Report December 2022



LIVE ANIMAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Adoption	51	78	129	63	75	138	9	7%
Return To Owner	38	4	42	35	5	40	(2)	-5%
Transferred Out	16	7	23	9	6	15	(8)	-35%
Returned to Field	0	3	3	0	24	24	21	700%
Other Outcome	0	0	0	0	0	0	0	
TOTAL LIVE OUTCOMES	105	92	197	107	110	217	20	10%

OTHER ANIMAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Died in Care	0	0	0	0	0	0	0	
Lost in Care	0	0	0	0	0	0	0	
Shelter Euth	5	2	7	11	1	12	5	71%
Owner Intended Euth	0	0	0	3	1	4	4	
TOTAL OTHER OUTCOMES	5	2	7	14	2	16	9	129%

TOTAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Total Live Outcomes	105	92	197	107	110	217	20	10%
Total Other Outcomes	5	2	7	14	2	16	9	129%
TOTAL OUTCOMES	110	94	204	121	112	233	29	14%

SHELTER EUTHANASIA DATA

	Canine	Feline	Other	Total	Percentage
Medical - Sick	1	1	0	2	17%
Medical - Injured	1	0	0	1	8%
Behavior - Aggressive	4	0	0	4	33%
Behavior - Other	5	0	0	5	42%
TOTAL EUTHANASIA	11	1	0	12	

MONTHLY LIVE RELEASE RATE

2021	2022
96.6%	94.8%

Live Outcomes / (Total Outcomes - Owner Int Euth)

PUBLIC WORKS 12

DEPARTMENT OF PUBLIC WORKS
MONTHLY PROGRESS REPORT
CITY OF NORMAN, OKLAHOMA
December 2022

ENGINEERING DIVISION

DEVELOPMENT

The Development Manager processed one (1) Final Plats for the Development Committee; one (1) Preliminary Plat for Planning Commission; and three (3) Final Plats for City Council. The Development Engineer reviewed 13 sets of construction plans and 3 punch lists. There were 79 permits reviewed and/or issued. Fees were collected in the amount of \$10,425.40.

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:

- As of December 16, 2022, Phase 1 from Ridge Lake Boulevard to east of 36th Avenue SE is substantially complete and open to 2-way traffic.
- Now through May 2023-Complete Phase 2 from 36th Avenue SE through the intersection at 48th Avenue SE

As of the last pay application on 12/22/2022, 68% of the total contract amount has been expended and 50% of total contract time has been used. Through December 22, 2022, Phase 1 is at 100% of the contract time used and Phase 2 is at 20% contract time used.

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:

- Finished the paving on the Urban portion of the project, which is the area between from Ridge Lake Drive through 36th Avenue East intersection
- Started sidewalk installation between Ridge Lake Boulevard and 36th Ave. East
- Finished sodding the north half of the Urban Project between Ridge Lake Boulevard and 36th Avenue East

Sidewalk Programs:

FYE 2023 Sidewalk Concrete Projects. This project was awarded to EMC Services LLC and is scheduled under construction. This contract includes Citywide Sidewalk Reconstruction Projects, Sidewalk Accessibility Projects, Sidewalk Program for Schools and Arterials Projects, Downtown Area Sidewalks and Curbs and Sidewalks and Trials. This contract will be on going thru June of 2023.

FYE2023 Sidewalk Horizontal Saw Cutting Project. This project was awarded to ASTI Sawing and is under construction. This contract will be to horizontally saw cut sidewalk tripping hazards in various locations throughout the city. This contract is anticipated to take 1 month to complete.

*Monthly Progress Report
Public Works (December 2022)*

Street Maintenance Bond Programs:

FYE 2022 Street Maintenance Bond – Urban Road Reconstruction – McCullough Street & Alley

Bids were opened March 24, 2022. Six bids were received and Parathon Construction LLC was the low bidder. The contract was awarded in the amount of \$315,863.50 at the April 26, 2022 Council Meeting.

The street and south alley portions of this project are complete. The contractor remobilized in December and began work on the east alley. Completion is expected by February 2023.

FYE 2022 Street Maintenance Bond – Urban Concrete – McGee Drive Concrete Pavement Repair

Bids were opened April 7, 2022. Eight bids were received and on May 24, 2022 the contract was awarded to Parathon Construction LLC in the amount of \$403,235.

The project is substantially complete. A final walk-through was performed in December and a punch list was developed. Work on the punch list will begin in late January and be completed by March 2023.

FYE 2023 Street Maintenance Bond – Urban Concrete 1

Urban Concrete Bid 1 bids were opened on June 9, 2022. Seven bids were received and the contract was awarded on July 12, 2022 to Arroyo's Concrete LLC in the amount of \$1,124,371.50. The project consists of select panel replacement on existing concrete streets. The project should be completed by March 2023.

Work has been completed on Caddell, Brooks, .Avondale, Lindale, and Oakwood, Brookhaven, and Guilford. The contractor continued working on Canterbury in December. Severe cold shut the project down for a period in December.

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. The project should be completed by March 2023. Change Order No. 1 was processed to add concrete pop up repair at 11 locations.

Work has been completed on College, Brandywine, Louisiana, Mockingbird Lane, Mockingbird Court, Morren, Whispering Pines, Hollywood, Greenbriar, and Cypress. Popups at Alameda and 12th Avenue NE, Lindsey east of Classen, and Lindsey and Creekside Drive have been repaired. Severe cold shut the project down for a period in December.

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. Staff are continuing to move forward on the next steps as recommended in the plan. Recent work includes:

- Staff continue to work closely with the architects to finalize renovation plans for the 320 E. Comanche St. property into a City Transit Center. The bid package, including additional and alternate options to be considered for cost saving purposes, was advertised December 8 and 15, 2022. A mandatory pre-bid meeting was conducted on December 20, 2022 at the site. The bid opening is scheduled for January 4, 2023.
- On December 13 Council unanimously approved a resolution to alter bus routes and transit bus services as recommended in the Go Norman Transit Plan to take effect in 2023. Staff have started the work to implement the newly approved changes, which includes changes to bus stops, signage and advertising, as well as operator training.

Vehicle Procurement

The City is currently in the process of purchasing 2 battery electric buses which were delivered on December 15 and 16, 2022, after staff visited the factory to perform final inspections. A trainer from the manufacturer will be on site to train our technicians in mid-January as final preparations are completed to bring these vehicles into service. Below is background purchase information on both battery electric bus projects:

*Monthly Progress Report
Public Works (December 2022)*

- An authorization to purchase the City's first battery electric vehicle, a transit bus, was approved at Council's May 25, 2021 meeting. A purchase order was issued on May 27, 2021 to the manufacturer. Approximately 50% of the vehicle purchase price will be reimbursed through a grant received from Oklahoma Department of Environmental Quality through the Volkswagen Settlement Fund.
- An authorization to purchase the City's second battery electric transit bus was approved at Council's August 10, 2021 meeting. A purchase order was issued on August 13, 2021 to the manufacturer. Approximately 70% of the vehicle purchase price will be reimbursed through a grant received from the FTA's FY21 Low- or No-Emission Vehicle Program. The City's project was 1 of 49 projects selected in the nation.
- Council granted approval for additional funds to be allocated to both bus builds on December 14, 2021. These additional funds were used to add charge rails to the top of the buses so that in the future an overhead pantograph charging system could be utilized.

The City is currently in the process of purchasing 5 paratransit vans and staff anticipates receiving these vehicles in March-April 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 and staff anticipates receiving these vehicles in summer 2023. Staff visited the factory December 5-9, 2022, to perform the pre-production meeting. 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.

Transit Monthly Performance Report

Attached is the transit performance report for November 2022.

Parking

As part of ongoing efforts to transition the City's parking infrastructure to a more modern system, four new Flowbird parking pay stations were received for installation around the County Courthouse. Working with the County, 49 coin only single space meters will be replaced by the pay stations, which match what the City has in other paid parking areas as well as on the University. Following installation of the pay-by-plate pay stations in January, the individual meters will be removed and signage will be installed to direct payment to the pay stations.

STREETS DIVISION

CAPITAL PROJECTS:

CASTLE ROCK ADDITION

Streets crews replaced damaged concrete panels on Castle Rock Addition. This repair required 102.50 cubic yards of concrete and resulted in over 410 square yards repaired.

48TH AVENUE SE: CEDAR LANE ROAD TO POST OAK ROAD

Streets crews worked an overlay at 48th Avenue SE: Cedar Lane Road to Post Oak Road and required 2880.69 tons of asphalt for the repair.

CONCRETE OPERATIONS:

206 ORR DRIVE

Streets crews replaced damaged concrete panels on 206 Orr Drive. This repair required 44 cubic yards of concrete and resulted in over 202 square yards repaired.

201 WOODCREST DRIVE

Streets crews replaced damaged concrete panels on 201 Woodcrest Drive. This repair required 14 cubic yards of concrete and resulted in over 49 square yards repaired.

2702 CHAUTAUQUA AVENUE

Streets crews replaced damaged concrete panels on 2702 Chautauqua Avenue. This repair required 60.50 cubic yards of concrete and resulted in over 215 square yards repaired.

ROUTINE POTHOLE PATCHING OPERATIONS

This month approximately 3.69 tons of asphalt was utilized in routine pothole patching operations.

STORMWATER

WORK ORDER RESPONSE

Stormwater Division received 10 work order requests and closed 10 work orders.

INFRASTRUCTURE MAINTENANCE

The Infrastructure Maintenance crew sealed a leaking pipe on Chautauqua and with the help of the Street department, replaced 14 sinking concrete panels. They picked up 801 from Shawnee for the Fleet Department and spent a week transferring tools and up fitting. The Maintenance crew installed fencing at Summit Lakes, around a floated pipe that was installed. The Infrastructure Maintenance crew started a pipe replacement project at N Interstate Drive and Dove Crossing Drive. The Infrastructure Maintenance crew checked 410 inlets and cleaned 238 inlets totaling 1.5 tons of debris removed in Ward 2.

CHANNEL MAINTENANCE

The Channel Maintenance crew finished a comprehensive cleaning of South Bishop Channel at Alameda Street. They were able to remove 107 tons of debris and two shopping carts from the channel. The Channel Maintenance Crew removed 3.5 tons of debris from Sundance Court flume. The Channel Maintenance crew also cleaned Hollywood flume and Willow Grove Bridge removing 22.5 tons of debris. The Channel Maintenance crew checked 173 inlets and cleaned 94 inlets totaling 1.5 tons of debris removed in Ward 3.

URBAN STREET SWEEPING/CAMERA VAN OPERATIONS

A total of 266 lane miles were swept in December resulting in the removal of approximately 108.27 tons of debris from various curb-lined streets throughout the city. The camera crew was able to video 1,704 linear feet of stormwater pipe at Findlay Street. The crew checked 560 inlets and cleaned 236 inlets totaling 6.5 tons of debris removed in Ward 7.

STORMWATER OKIE LOCATES

During the month of December, 2345 Call 811 Okie Spots were received. Of those requests, 90 were stormwater pipe locates, 75 were marked, and 326 were referred to other departments.

*Monthly Progress Report
Public Works (December 2022)*

CONSTRUCTION SITE STORMWATER MANAGEMENT

Performed 115 inspections of 107 active sites.

Issued citations, 3 NOVs, and 1 COD to active sites

Issued 1 Earth Change Permits to new projects

Inspected 0 detention/retention ponds.

MS4 OPERATIONS

Received and responded to 44 citizen calls

On December 7th and 8th, Mr. Murphy attended the Governor's Water Conference.

On December 15, Ms. Chao, Ms. Boteler, and Mr. Murphy attended the quarterly COSWA meeting.

On December 19, Ms. Chao attended the Bishop Creek Stakeholder's Meeting.

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.

Monthly Progress Report
Public Works (December 2022)

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.

December 2022
DEVELOPMENT COORDINATION, ENGINEERING
AND PERMIT REVIEW

Subdivision Development:

FYE 2023 Associated Fees

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

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

City Council Review:

Certificate of Survey..... 0
 Preliminary Plat..... 0
 Final Plats 3
 Certificate of Plat Correction..... 0
 Encroachment..... 0
 Easements..... 0
 Closure..... 0
 Release of Deferral..... 0

\$ 8,840.00

Development Committee:

Final Plats..... 1

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

\$0.00

Subtotal:

\$8,840.00

\$0.00

\$31,739.50

Permits Reviewed/Issued:

(includes Offsite Construction fees)

**Single Family..... 20
 ***Commercial..... 8
 Multi-Family..... 0
 Addition/Alteration..... 22
 House Moving..... 0
 Paving Only..... 5
 Storage Building..... 4
 Swimming Pool..... 4
 Storm Shelters..... 11
 Public Improvements..... 3
 Temporary Encroachments..... 2
 Fire Line Pits/Misc..... 0
 Franchise Utilities 4

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

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

\$0.00	\$0.00		
\$0.00	\$100.00		\$500.00
\$1,585.40	\$1,712.92		\$44,633.62
\$10,425.40	\$1,812.92		\$76,873.12
13	28		176
3	4		31

* 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

December 2022

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	20	100%
<i>PI #11</i> COMMERCIAL BLDG PERMIT REVIEW W/I 7 DAYS	8	100%
<i>PI #12</i> CONSTRUCTION PLAN REVIEW W/I 10 DAYS	13	100%
<i>PI #13</i> FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS	1	100%


Summary of Services Table: November 2022

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

EMBARK Norman Service Summary	ADP Nov FY23	FY23 YTD	FY22 YTD	Service Profile	Nov FY23	Nov FY22
Fixed Routes (M-F)	1,121	105,335	96,175	Weekdays	21	21
Fixed Routes (Sat)	443	8,935	8,118	Saturdays	4	4
PLUS (M-F)	89	9,510	8,338	Gamedays	2	1
-Zone 1*	75	7,967	6,593	Holidays	1	1
-Zone 2**	14	1,543	1,745	Weather	1	1
PLUS (Sat)***	17	485	319	Fiscal YTD Days	128	128
				Cal. YTD Days	280	281

*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	114,270	251,881	■
# of Norman paratransit trips provided	9,995	21,000	■
% of on-time Norman paratransit pick-ups	97.78%	98.58%	●
# of Norman bus passengers per service hour, cumulative	14.27	13.04	●
# of Norman bus passengers per day, average	895	800*	●
% of Norman required paratransit pick-ups denied due to capacity	0.01%	0.00%*	●
% of on-time fixed-route arrivals	75.10%	80.94%	△

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

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2023

STREET DIVISION					
	FYE 2023 December 2022	FYE 2023 December 2022	Year to Date	Year to Date	FYE 2023
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)	3.69		40.34		
Overlay/pave 10 miles per year.	2.00	20%	5.80	58%	100%
Replace 2,000 square yards of concrete pavement panels	649.00	32%	2,062.34	103%	100%
Grade all unpaved alleys two (2) times per year. (approximately 210 blocks)	16.00	4%	152.25	36%	100%
Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year	-	0%	15,289,714.00	121%	100%
Mow 148 miles of Rural Right-of-way three times per year	-	0%	963.00	217%	100%
Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event	-	0%	-	0%	0%
Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event	-	0%	-	0%	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%	-	0%	0%
Capital Program – Complete all selected projects within the same fiscal year		0%	-	0%	0%

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2023

STORMWATER DIVISION					
	FYE 2023 DECEMBER, 2022	FYE 2023 DECEMBER, 2022	Year to Date	Year to Date	FYE 2023
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)	266.00	53%	2,434.00	41%	50%
Inspect and clean 100% of the urban drainage inlets three times per year. (approximately 5,000 locations)	1,140.00	11%	5,595.00	56%	70%
Mow 2,271,548 sq.feet of open drainage ways, six times per year	-	0%	2,726,759.00	20%	90%
Apply chemical vegetative control to open drainage channels, one time per year.	-	0%	-	0%	90%
Collect 60 tons annually of litter from rights of way in the urban & rural areas.	-	95%	-		95%
Permit all earth disturbing operations over 1 acre in size.	1.00	100%	17.00		95%
Permit all floodplain activities as appropriate.	-	0%	10.00		100%
Submit all necessary reports and documentation as required to comply with state stormwater regulations within 15 days of deadlines.	-	0%	1.00		100%
Perform erosion control inspections of permitted sites within 30 days.	115.00	107%	864.00		100%
Inspect City facilities identified as potential stormwater pollution sources.	-	0%	-		50%
Inspect stormwater outfalls.	-	0%	38.00		20%

**PUBLIC WORKS
FLEET DIVISION
ACTIVITY REPORT**

Item 4.

IN GALLONS		December 2022		
FYE 2023		FUEL REPORT		
	UNLEADED PURCHASED	DIESEL PURCHASED	CNG PURCHASED	
Internal pumps	18,064.00	19,126.00	23,260.55	
Outside - sublet	2,043.00	1,426.00	4,800.51	
TOTAL	20,107.00	20,552.00	28,061.06	
	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMED	PUBLIC CNG CONSUMED
TOTAL Consumption	18,447.13	18,808.10	27,107.26	4,800.51

FYE 2023 TO DATE CONSUMPTION				
TOTAL Consumption	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMED	PUBLIC CNG CONSUMED
	123,602.85	128,237.48	194,894.13	36,508.18

INTERNAL PRICE PER GALLON:					EXTERNAL PRICE PER GALLON:				
UNLEADED	High	\$2.05	Low	\$2.47	UNLEADED	High	\$2.27	Low	\$2.57
DIESEL	High	\$2.64	Low	\$3.08	DIESEL	High	\$3.00	Low	\$3.40
CNG	High	\$2.10	Low	\$1.89	CNG	High	\$2.10	Low	\$1.89

FASTER CONSUMABLE PARTS PURCHASED		PUBLIC CNG SALES	
REPAIR PARTS	\$64,818.72	Month Total Public CNG Sales	\$10,107
BATTERIES	\$2,459.02	FYE 2023 To Date Public Sales	\$72,810
OILS/FLUIDS	\$10,422.65	LIFE TO DATE CNG GAS GALLON EQUIVALENT	
TIRES	\$16,595.39	Total Sold Gallons Life To Date	1,058,078
SUBLET REPAIRS	\$8,151.59	Total Gross Sales Life To Date	\$1,545,402
TOTAL SPENT ALL parts/sublet	\$102,447.37	Life To Date CNG Gas Gallon Equivalent	
		Total Public/City Through-Put CNG Gallons @ Statio	3,072,896

Light Shop				
ROAD SERVICE	3	1	2	11
EMERGENCY ROAD CALLS	4	1	6	24
PM SERVICES	101	74	148	601
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	219	178	243	1,316
SCHEDULED REPAIRS	153	118	44	533
NON SCHEDULED REPAIRS	67	54	53	472

Heavy Shop				
ROAD SERVICE	4	5	3	15
EMERGENCY ROAD CALLS	21	22	22	133
PM SERVICES	53	35	37	261
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	179	162	188	1,085
SCHEDULED REPAIRS	55	37	37	270
NON SCHEDULED REPAIRS	101	94	123	683

Transit Shop				
	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	2	0	6
EMERGENCY ROAD CALLS	0	0	0	2
PM SERVICES	11	18	15	73
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	67	83	65	421
SCHEDULED REPAIRS	12	18	3	67
NON SCHEDULED REPAIRS	53	59	53	323

EVT Shop				
	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	6	5	4	45
EMERGENCY ROAD CALLS	0	1	0	4
PM SERVICES	4	6	18	47
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	19	23	28	166
SCHEDULED REPAIRS	11	12	12	88
NON SCHEDULED REPAIRS	8	7	6	51

COMBINED SHOPS				
	CURRENT MONTH	LAST MONTH	TWO MONTHS AGO	YEAR TO DATE
ROAD SERVICE	13	13	9	77
EMERGENCY ROAD CALLS	25	24	28	163
PM SERVICES	171	134	218	972
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	496	459	524	3053
SCHEDULED REPAIRS	233	186	96	1047
NON SCHEDULED REPAIRS	234	219	235	1560

**FLEET MANAGEMENT
INVENTORY
December 2022**

FUEL

WESTWOOD GOLF	293.0	gallons	DIESEL	@	3.400	\$	996.20
WESTWOOD GOLF	330.4	gallons	UNLEADED	@	2.570	\$	849.13
NORTH BASE	6,730.9	gallons	UNLEADED	@	2.230	\$	15,009.91
NORTH BASE	6,514.6	gallons	DIESEL	@	2.870	\$	18,696.92
FIRE STATION #5	402.5	gallons	UNLEADED	@	2.440	\$	982.17
FIRE STATION #5	83.6	gallons	DIESEL	@	3.130	\$	261.67
FIRE STATION #6	189.2	gallons	UNLEADED	@	2.380	\$	450.30
FIRE STATION #6	172.1	gallons	DIESEL	@	3.080	\$	530.07
BULK TANKS	1,200.0	gallons	DIESEL	@	2.930	\$	3,516.00

TOTAL	GALLONS:	DOLLAR:
UNLEADED	7,653.0	\$ 17,291.51
DIESEL	8,263.3	\$ 24,000.86

**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT**

December FYE 2023

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 Still Past Due	Current % PENDING	YearTo Date 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%
PLANNING						
PLANNING	3	3			0%	0%
BUILDING INSPECTIONS					0%	0%
CODE COMPLIANCE					0%	67%
PUBLIC WORKS						
ENGINEERING	2	2			0%	33%
STREETS	16	13	3	3	19%	22%
STORMWATER	3	3			0%	16%
TRAFFIC	7	10			0%	14%
STORMWATER QUALITY					0%	0%
FLEET	14	13	1	1	7%	5%
TRANSIT					0%	0%
POLICE						
ANIMAL CONTROL	3	2			0%	43%
POLICE ADMINISTRATION					0%	33%
POLICE STAFF SERVICES	1	1			0%	0%
POLICE CRIMINAL INVESTIGATIONS	5	3	3	2	40%	56%
POLICE PATROL	15	14	5	8	53%	48%
POLICE SPECIAL INVESTIGATIONS	2	2			0%	20%
POLICE EMERGENCY COMMUNICATIONS	1	1			0%	0%
FIRE						
FIRE ADMINISTRATION					0%	0%
FIRE TRAINING	1	1			0%	0%
FIRE PREVENTION					0%	0%
FIRE SUPPRESSION	6	6			0%	15%
FIRE DISASTER PREPAREDNESS					0%	0%
PARKS & RECREATION						
PARK MAINTENANCE	8	4	1	3	38%	35%
PARKS & RECREATION					0%	0%
CUSTODIAL					0%	0%
FACILITY MAINTENANCE					0%	0%
PARKS FORESTRY	1	1			0%	0%
PUBLIC SAFETY SALES TAX (PSST)						
PSST POLICE PATROL	4	7	2		0%	44%
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	2		2	2	100%	100%
WATER PLANT	1	1			0%	67%
WATER PLANT WELLS					0%	0%
WATER PLANT LAB					0%	0%
LINE MAINTENANCE ADMIN.					0%	0%
WATER LINE MAINTENANCE	12	9	4	2	17%	21%
UTILITIES INSPECTOR		1			0%	0%
METER SERVICES					0%	0%
UTILITIES WRF						
WRF ADMIN					0%	100%
WRF INDUSTRIAL	2	2			0%	0%
WRF BIOSOLIDS	1	2			0%	0%
WRF OPERATIONS	8	9			0%	0%
SEWER LINE MAINTENANCE	3	1	2	2	67%	36%
UTILITIES SANITATION						
SANITATION ADMINISTRATION					0%	0%
SANITATION RESIDENTIAL	5	5			0%	55%
SANITATION COMMERCIAL	4	3	1	1	25%	71%
SANITATION TRANSFER	4		1	3	75%	60%
SANITATION COMPOST	2	2			0%	0%
SANITATION RECYCLE	1		1		0%	100%
SANITATION YARD WASTE					0%	0%
CITYWIDE TOTAL	137	121	26	27	20%	32%

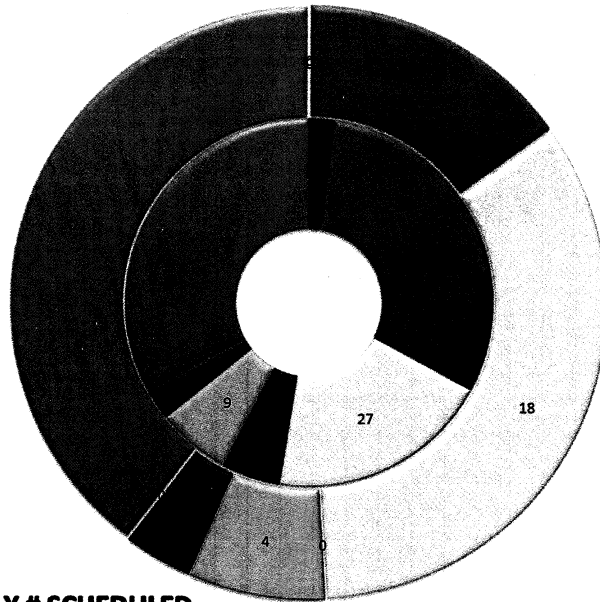
**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT
December FYE 2023**

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										
211154	2021 Chevy Tahoe	PD Patrol	4721	4000	-721	miles	11/18/2022	Light Repair	PM-C	N/A
1164T	2013 Belshe WB-12 Trailer	PD Patrol	1/1/2023	12/15/2022	-17	days	12/15/2022	Heavy Repair	PM-A	12/3/2021
PARKS										
401T	2007 Holt Trailer	Park Maintenance	1/1/2023	12/14/2022	-18	days	12/14/2022	Light Repair	PM-A	12/10/2021
22407	2022 Ford F250	Park Maintenance	3974	4000	26	miles	12/28/2022	Light Repair	PM-C	N/A
0417	2018 Ford F450	Park Maintenance	20187	19981	-206	miles	12/30/2022	Light Repair	PM-C	1/6/2022
UTILITIES										
0277	2016 Ranger 225 Welder	Commercial Sanitation	1/1/2023	6/28/2022	-187	days	6/27/2022	Light Repair	PM-C	6/28/2021
0568	2015 John Deere Z997-R	Water Wells	1/1/2023	11/15/2022	-47	days	11/18/2022	Light Repair	PM-C	11/15/2021
0327	2018 John Deere Backhoe	Waterline Maintenance	1893	1852	-41	hours	11/21/2022	Heavy Repair	PM-C	4/20/2022
0229	2012 Peterbilt Frontloader	Sanitation Commercial	12273	11821	-452	hours	11/17/2022	Heavy Repair	PM-C	8/9/2022
297T	2017 Titan Trailer	Sanitation Waste	1/1/2023	12/19/2022	-13	days	12/19/2022	Heavy Repair	PM-A	6/13/2022
291T	2016 Titan Trailer	Sanitation Waste	1/1/2023	12/22/2022	-10	days	12/22/2022	Heavy Repair	PM-A	6/16/2022

PM Compliance Report December FYE 2023



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

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

Department	Scheduled	Missed/Late	% Late
City Clerk	0	0	0.0%
Municipal Court	0	0	0.0%
Information Technology	0	0	0.0%
Human Resources	0	0	0.0%
Planning	3	0	0.0%
Public Works	42	8	19.0%
Police	27	18	66.7%
Fire	7	0	0.0%
Parks & Rec.	9	4	44.4%
PSST	4	2	50.0%
CDBG	0	0	0.0%
Utilities	45	21	46.7%
Citywide Total	137	53	38.7%

**PUBLIC WORKS
FLEET DIVISION**
Technician Productivity
Report

FYE 2023

December 2022

MECHANIC	DIRECT LABOR HOURS	PRODUCTIVITY		INDIVIDUAL PRODUCTIVITY	
		GOAL	ACTUAL	DIFFERENCE	
# 001	117.45	72%	90.3%	18.3%	
# 002	168.11	72%	129.3%	57.3%	
# 003	99.33	72%	76.4%	4.4%	
# 004	119.80	72%	92.2%	20.2%	
# 006	106.10	72%	81.6%	9.6%	
# 007	99.15	72%	76.3%	4.3%	
# 008	119.57	72%	92.0%	20.0%	
# 009	103.47	72%	72.4%	0.4%	
# 010	135.97	72%	104.6%	32.6%	
# 011	135.36	72%	104.1%	32.1%	
# 012	110.04	72%	84.6%	12.6%	
# 013	139.25	72%	97.4%	25.4%	
# 018	135.23	72%	94.6%	22.6%	
# 021	95.87	72%	73.7%	1.7%	
# 031	118.89	72%	91.5%	19.5%	
# 037	120.53	72%	84.3%	12.3%	
#038	68.88	72%	235.5%	163.5%	
#040	126.43	72%	432.2%	360.2%	

DIRECT LABOR HOURS

2119.43

TOTAL AVAILABLE HOURS

2405.00

PRODUCTIVITY GOAL

72.0%

ACTUAL PRODUCTIVITY

88.1%

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

DECEMBER 2022		PROJECTED GOAL	THIS MONTH			YEAR TO DATE		
		Percentage	Number of Requests	Goal Met	Percentage Met	Number of Requests	Goal Met	Percentage Met
		100%	92	92	100%	679	679	100%
Provide initial response to citizen inquiries within 2 days		95%	87	87	100%	674	674	100%
Provide information requested by citizens within 7 days		99%	2	2	100%	14	11	100%
Complete traffic engineering studies within 45 days.								
Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days.		95%	34	34	100%	152	152	100%
Worker Hours Per Gallon of Paint Installed.		0.80	Gallons	Worker Hours	Percentage	Gallons	Worker Hours	Percentage
			0	0	100%	1268	400	0.32
Thermoplastic legend, arrows, stop bars & crosswalks installed.		4-6 Installations per day per 2 person crew. 100%	Crew Work Days	Total Installations	Average	Crew Work Days	Total Installations	Average
			0.44	1	2.27	15.56	106	6.81
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
			14	14	100%	90	90	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
			30	30	100%	144	144	100%
Response to reports of sign damage:		Percentage						
High Priority Stop or Yield Signs within one hour		99%	8	8	100%	32	32	100%
Lower Priority all other signs within one day		90%	47	47	100%	244	244	100%
Street Name Signs within two weeks		90%	10	10	100%	189	189	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	160	0.06	18232	761.5	0.04

UTILITIES 13

Monthly Report
December 2022

LINE MAINTENANCE:

Waterline Capital Projects

- Beaumont Drive – 0%
- 1357 12th NE Avenue – 100%
- Crest Court – 100%
- Barb Court – 100%

Staff has completed the Crest Court project. Staff has completed the 12th AVE NE project. Materials have been delivered for the Beaumont project scheduled to start this week.

Water Line Breaks – 20 in December

Sewer Line Data

- Total obstruction service requests - 24
- Private Plumbing: 22
- City Infrastructure: 2
- Sanitary Sewer Overflows: 0 on private side, 1 on city side

Lift Station D Flows:

- Days - 31
- Average daily flow: 1.1 MGD
- Total Monthly flow: 34.1 MG

UTILITIES ENGINEERING:

Line Maintenance Building: Project will construct new building for Line Maintenance Division consisting of 49 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. Earthwork, Aggregate Piers and Utilities work is ongoing. Change Order 1 and 2 have been submitted and are waiting on the Architects signature. Project is still on schedule to be completed by November 2023.

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.

Solar Arrays at WRF and WTP: Project will utilize areas in the vicinity of the Water Reclamation Facility and the Water Treatment Plant to install new solar arrays that will offset electrical use from the grid. This project moves the Utilities Department forward and closer to meeting the *Mayors Climate Protection Agreement* and the *Ready for 100* initiatives. This performance guaranty contract has requirements such that the City will be reimbursed if sufficient energy is not generated.

The WTP array was energized on August 2, 2022, and all work is complete except for punchlist items. For the WRF, all arrays are energized. Systems are operating and being monitored. Only minor site restoration and testing are required to complete the project.

WASTEWATER PROJECTS:

WRF Reuse Pilot Study (WW0317) – Project is a pilot study designed to consider treatment alternatives to produce highly treated effluent at the WRF suitable for Indirect Potable Reuse (IPR) by discharging it into Lake Thunderbird to supplement Norman's available raw water supply. NUA approved a contract with Garver LLC on February 11, 2020 to design the pilot project for various alternative treatment processes to determine if reuse is feasible and, if so, to recommend the best and most economic treatment technologies for the implementation of a reuse program. In July 2020, NUA approved Amendment No. 1 to Garver's contract which fully consolidated all pilot study tasks including procurement/rental of treatment equipment for alternative treatment trains, temporary installation 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. During June 2021, WRF staff was able to commence Phase I of the study with both trains operating as intended and a full sampling and testing regimen ongoing. 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. Garver is currently compiling data and writing report. A draft copy of the engineering report was submitted for review in December 2022. NUA is currently reviewing. The draft report is lengthy and it is expected to require several months and multiple iterations of draft reports before the report is considered final and ready for formal submission to ODEQ. This will likely occur in late Spring 2023.

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, and remains active.

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 in early 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 negotiations with the Consultant for the project, Garver, are ongoing. The Contract should be complete and submitted to the Norman Utilities Authority for approval in February 2023. Work will commence immediately upon approval.

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 preliminary design documents for review in August 2022, and a review meeting convened in September 2022. Garver submitted 90% design documents in early January 2023. These will be reviewed and a review meeting should convene with Garver, NUA Engineering and NUA WRF staff in late January 2023. At this time, the intention is to advertise the project in May 2023 and award construction contract at the start of Fiscal Year 2024, at the first Council Meeting in July 2023. Based on this schedule, construction should be complete by April 1, 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. It has been agreed that a design review meeting will convene early in 2023 so that all comments and corrections noted can be addressed at one time just prior to advertisement, which is projected to occur in May 2023. Bids would then be opened in June 2023, and Contracts Awarded at the first Council Meeting in July 2023. Construction would then take one calendar year to June 2024.

Engineer: Greely 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 will submit permits January 2023.

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.

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 was budgeted for FYE19 and construction was budgeted for FYE20. This project is not a high priority for service reliability and has been deferred due to funding availability.

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.

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.

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 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. Engineers will hold a training for the contractor and staff to go over their online software for organizing submittals and other project documents before the project begins.

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 meter plan. In addition, this project will install a non-potable reuse line from Imhoff Road to Constitution Street. Freese and Nichols, Inc. is currently under contract with Public Works to design the widening on Jenkins Avenue and also the intersection improvements at Jenkins Avenue/Constitution Street/Imhoff Street, so staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this waterline project in order to ensure a cohesive design for both street improvements and the new water lines in this area. The contract with Freese and Nichols was approved by council on April 27, 2021 in the amount of \$95,740. Staff had a project kick-off meeting with engineers on May 27, 2021. Public Works will be combining the waterline work into the ODOT streetscape project. This will save money in restoration costs and allow for a shorter construction period for the entire project. Public Works is reviewing the current waterline plans before sending to engineers for revisions. Final plans, bidding, and construction dates will be determined based on the schedule for the rest of the project.

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. All lines for the project have been installed. The Contractor is working on finishing pavement repair and punch list items.

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. Two well mixes were used consisting of 10 wells each. Results were recently obtained from the outside labs and compiled into a spreadsheet with in-house data. No DBPs were detected and demand was very low, as expected. A preliminary layout was recently received and changes are being made before a report is put together.

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 is in the process of reviewing and providing comments.

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. Adjustments will be made to the light pole design by Public Works. Line Maintenance will pothole and take accurate elevations of the line in conflict with the storm drain and will add the necessary bends to provide a 4-foot separation.

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. Tomco still needs to fix the leak on top of the new tank. Staff is planning a plant shutdown between January and February, during low flow, for this repair and is still waiting on a schedule from Tomco.

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.

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.

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 quantities change order on January 28, 2020.

In March 2020, 2021, and 2022, Phase II was delayed until Spring of 2021, 2022 and 2023, respectively. Assuming the project is not deferred again for budgetary reasons, it is now scheduled to advertise during the early Spring of 2023 in order for the Low Bidder to start ordering long-lead materials in April 2023 (to offset potential supply chain-related delays), ensuring that Contractor can start pipe installation work promptly when Notice to Proceed is issued immediately upon the end of OU's spring 2023 semester in mid-May 2023. Assuming this schedule is maintained, it is anticipated that

construction would continue through summer and major work would be completed before the start of the fall semester in August 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.

Two of the major easements required for the project must be purchased from the United States' Department of Veterans Affairs (VA) and J.D. McCarty (McCarty) who both own large properties fronting on the south of side of E. Robinson Avenue properties. 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. If/when negotiations for easement purchase from each commences, NUA intends to negotiate master meter agreements concurrently and incorporate the meter replacement work into this project.

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 intending to sync 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 the portion 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 are apparently existing easements owned by Oklahoma Gas & Electric (OG&E) on both properties covering a portion of the area that Jacobs intended to use for their current alignment for this project. Realignment line further south to completely avoid the easements would also likely require additional survey work, and, thus, added cost. For this reason and since there are no apparent buried facilities in this OG&E easement and since overhead facilities are sufficiently separated from the current alignment to not be an issue, NUA began discussions with OG&E to determine if encroachment on their existing easement was feasible. 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 acquisition of remaining easements and finalizing design 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.

Assuming project is not deferred again for budgetary reasons, project is expected to advertise as soon as easements can be completed. While this may be as early as May 2023, a more likely time frame is July 2023. Based on that more likely time frame, project would advertise in July 2023 and Construction would commence in September 2023. Project completion is then projected for September 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. Recently the coatings on the tower have begun 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 reuse 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 nonpotable system. Plummer's scope and fee was finalized in November 2021 and their Contract was approved by City Council on December 14, 2021. Work on the study is ongoing and draft results are expected in January 2023. A final report and permitting meeting with ODEQ would then occur in February 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 February 2023, and, upon approval, Bidding Documents would then be completed and project advertised, bids opened and contracts awarded in late spring of 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 scheduled during Summer 2023 after the end of the Spring 2023 at University of Oklahoma (campus is adjacent to tank) and before the start of the Fall 2023 session.

If Plummer's report does not recommend repurposing Lindsey Tank for non-potable storage, tank will 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 this point, it may be recommended for demolition. If it is determined that construction of additional infrastructure (for example a booster station) could 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.

Consultant: E Source (Alyssa Pourciau)

FYE15 Water Wells and Supply Lines/Wellfield - Carollo and staff held a coordination meeting with ACOG the morning of July 18th and also held a kickoff meeting the afternoon of July 18, 2016. ACOG prepared a map showing potential thick sands that will be targeted for future wells. Carollo used this information along with GIS data and composed a more

robust map to better define future well locations to pursue. Additionally, it was decided to stay with ½ mile spacing so that maximum yields can be achieved. Carollo received modeling information from APAI which allowed them to proceed with optimizing the best well sites based on proposed groundwater treatment plant sites. Carollo prepared a Draft Technical Memorandum (TM) and staff provided comments and 45 potential well sites were selected. Carollo performed an optimization model and 20 of the 45 well sites stand out as sites to begin with. Carollo and staff prepared an addendum to their contract and it was approved by NUA 2/13/18. The next step is to approach land owners to negotiate test well sites. A Frequently Asked Questions sheet has been drafted and will be utilized with potential well site land owners. Test wells are expected to begin in September 2018. Staff is working with Carollo and their sub-consultant to obtain necessary access agreements for potential well sites. Approximately 8 landowners are interested and staff is moving forward with securing documents for 5 of them. Well Construction bids were opened and read aloud October 18, 2018. Layne Christiansen was low bidder and a contract in the amount of \$4,714,421.72 was approved November 27, 2018 at NUA meeting. Held kick off meeting January 23, 2019 and again met February 27, 2019.

Layne has drilled all test holes and plan to begin final well drilling January 2020. All 11 well site easements and deeds were approved by NUA on October 22, 2019. The NUA also approved CO#1 December 10, 2019 for Layne's contract to add 3 additional wells to the original 6 as shown in the contract. This change order also added days to contract and completion date is now December 2020. Held kick off meeting January 23, 2019 and since Layne had drilled all test holes, the plan was to begin final well drilling January 2020. Layne's rig was under repair so final well drilling didn't begin until February 18, 2020. Crews have completed all wells and are now complete with all 6 monitoring wells. 1 deep monitor well failed and was re-drilled in September. Well house construction is complete and all wells are ready for pumping. Contractor finalized disinfection on well house lines and are in the final clean up stages. Project is substantially complete and final payment was pending final re-development of Park Well. Park Well is now operational and Consultant and Contractor are finalizing final change order and close out payments for project. Final Pay App and Final Acceptance of Project will go to Council in February 2023.

Engineer: Carollo Engineers (Rebecca Poole)

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.

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 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 be 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.

During December 2022, Crossland completed roughing in electric, plumbing and HVAC, and permanent power was activated. Crossland also commenced interior finish work, starting with installation of drywall and wall tiles. In addition, Trans-Tel (under direct Purchase Order issued by City of Norman) commenced running fiber optic cable for building, and Purchase Orders for door locks and security (Convergint) and furniture (various) should be issued in January 2023. Also, during January 2023, Crossland anticipates receiving delivery of, and installing, windows, which will permanently dry-in the building and having gas lines approved and meter installed, which will allow for startup of building HVAC system. Once building is permanently dried in and building has permanent heat, final finishing work, including drop ceilings, floor coverings, and painting can commence as well. Construction is expected to be complete in mid-spring of 2023.

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.

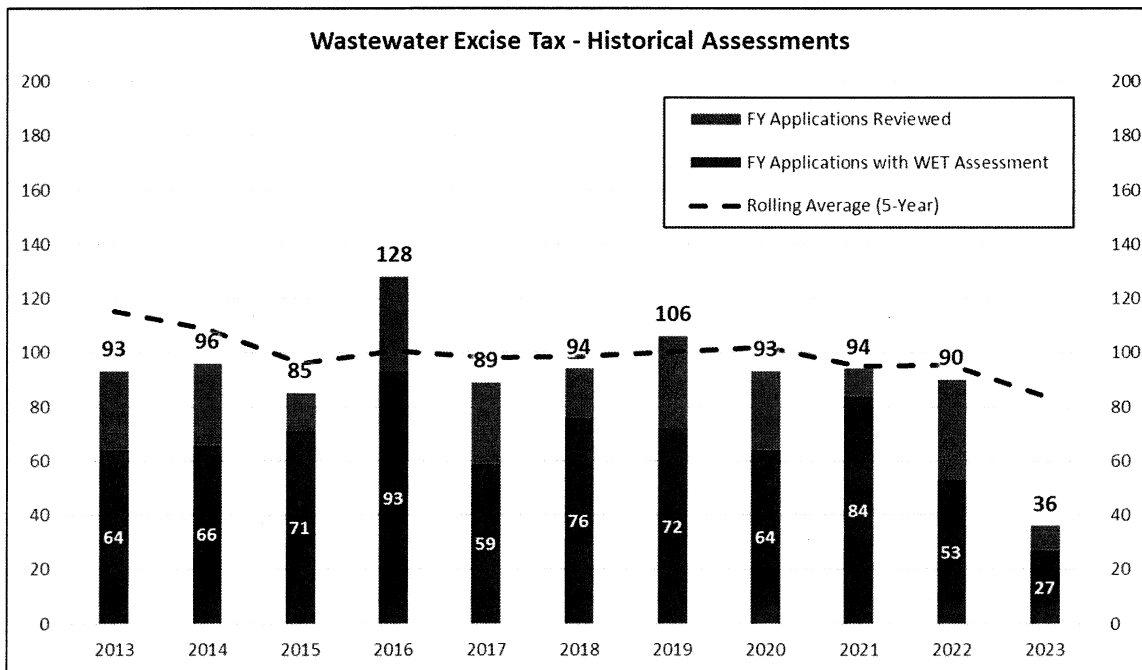
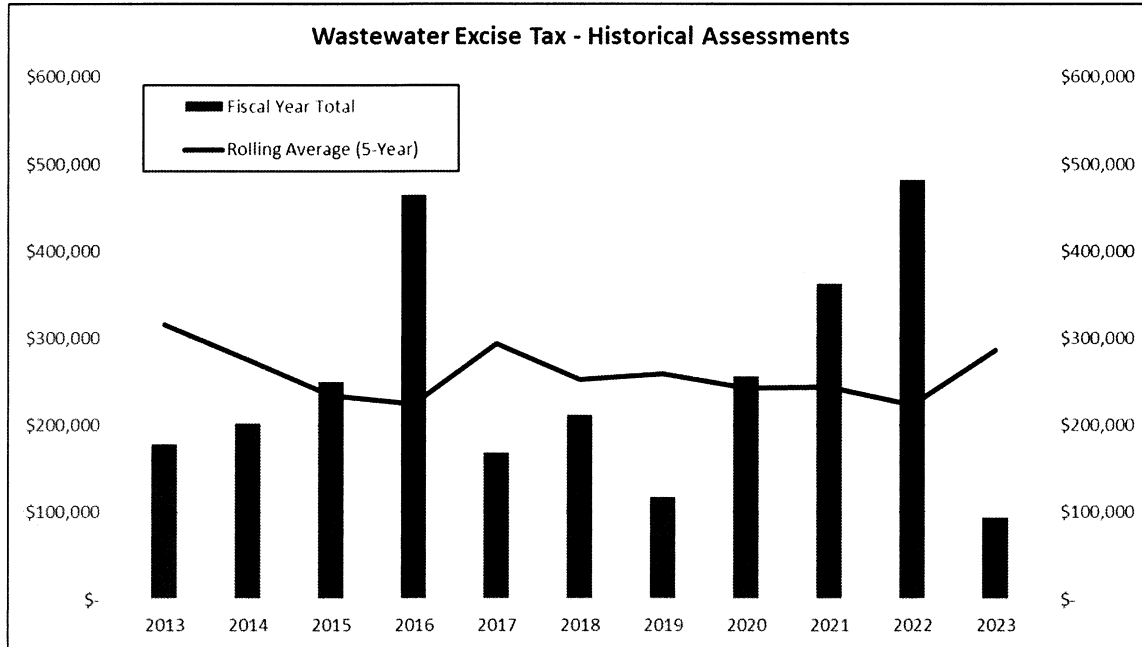
Preliminary design efforts have identified potential improvements to the final product that warrant modifications to the project scope that required a contract amendment with the Architect. Amendment No. 1 was approved by City Council in February 2020 and included changes to the site for the Household 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 first docket in February.

Architect: Studio Architects, LLC (George Winters)

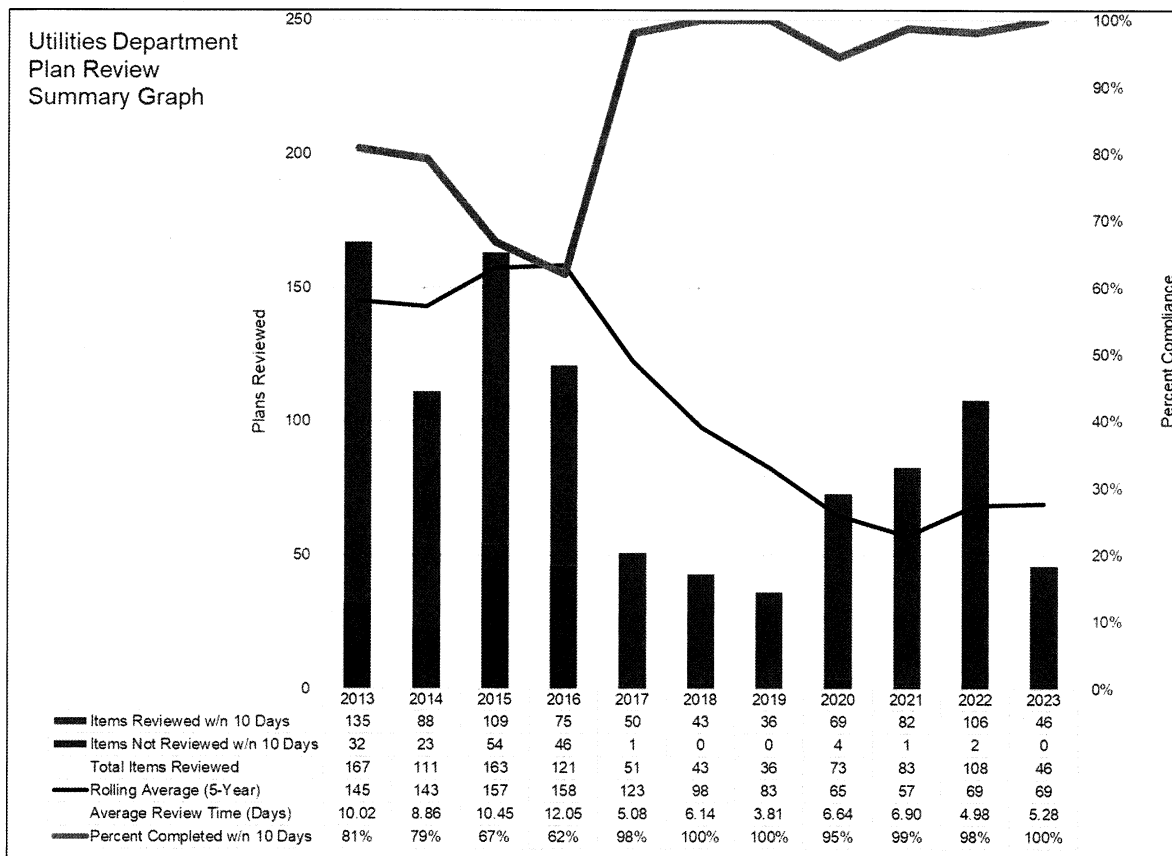
Wastewater Excise Tax – Non-Residential:

WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on 5 commercial entities last month. Of the 5 applications, 1 applications were assessed since the applications were determined to increase wastewater flows over the previous use of the site. For the fiscal year, 35 commercial properties were reviewed and a total of \$90,999.23 was assessed to the 26 entities that will increase wastewater flows for the respective property. Below are graphs showing the amount assessed and the number reviewed.



PLAN REVIEW:

Seven plan sets were reviewed this past month. Staff has reviewed 46 plans for the current fiscal year with an average review time of 5.28 days 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 NW from convention center to Tecumseh Road. Medcore billed \$27,212 on 04/15/20; total payback to date is \$87,074 of original project cost of \$346,134.
6. Post Oak Lift Station Payback: Payback project approved 04/14/09 for sewer and lift station improvements to serve the Links development and other properties in SE Norman. Construction complete and final payback costs approved

01/25/11. Parcel 5 payback of \$15,717.09 paid 12/15/15; total of \$15,717.09 paid to date and will be returned to Links at end of fiscal year. Payback funds returned to Links in January 2018. Links check reissued in July 2019 as previous check was never cashed.

7. Interstate Drive Waterline Payback: NUA approved payback project on 04/22/14 for waterline improvements in University North Park in conjunction with the extension of Interstate Drive. Construction was complete in late 2015. Staff has finalized project costs, payback amounts and the Final Payback resolution approved 12/10/19. Hudiburg Subaru billed \$28,540 on 04/24/20 and UNP was billed \$32,963 for detention pond on 04/24/20.
8. Ruby Grant Waterline Payback: NUA will soon consider a new waterline payback project for waterline improvements along Franklin Road in conjunction with the Ruby Grant Park Improvements. Norman Forward through the Parks Department will fund 50% and the NUA will fund the remaining costs to be paid back over 20 years as property to the north develops. Design plans are complete and project will bid 07/25/19. Ruby Grant Waterline Payback project approved by Council 12/10/19; construction of 12-inch waterline is nearing completion. Battison Honda is considering new development along Interstate Drive north of Franklin Road that will connect to the Ruby Grant Waterline.

Private Water Well Permits Issued

4 Water Well Permits (22-5278, -5325, -5337 and -5453) were issued for the month of December.

December 2022
ENVIRONMENTAL SERVICES DIVISION
MONTHLY REPORT

INSPECTIONS

	December	Year to date
Fats, oil and grease (FOG) program	22	357
Food license approval	2	25
Significant Industrial Users	0	22
Total inspections	24	404

ROUTINE ACTIVITIES

	December	Year to date
Significant Industrial User sites sampled	1	17
Required annual 40 CFR Part 122, Appendix D, Table II monitoring completed (%)	100%	100%
Required quarterly 40 CFR Part 122, Appendix D, Table III monitoring completed (%)	100%	100%
HHWF: cars served	53	841
Pounds of Material Collected	3632	63,791.5
E-waste: cars served	0	662
Pounds of Material Collected	0	42,516
Total HHW cars served	53	1503
Total HHW Pounds of Material Collected	3,632.0	106,307.5

REVENUE

	December	Year to date
FOG Program	\$0.00	\$12,800.00
Surcharge	\$2,302.14	\$25,448.21
Lab Analysis Recovery	\$0.00	\$2,659.00
Industrial Discharge Permit	\$0.00	\$0.00
Total revenue	\$2,302.14	\$40,907.21

ENVIRONMENTAL CONTROL ADVISORY BOARD (ECAB)

- 1 Provided staff liaison support including attending meetings, preparation of minutes, speaker scheduling and issue research.
- 2 Facilitated Yard by Yard, Composting and Recycling Education Information
- 3 Coordinating with Cleveland County Conservation District for Yard by Yard participation.
- 4 Subcommittees are researching implementation of the US Mayors' Climate Protection Agreement.
- 5 Preparing for Water's Worth It Poster Contest and Green Norman Eco Month activities
- 6 Coordinating with Sanitation and Environmental Services for landscaping at Sanitation

MISCELLANEOUS ACTIVITIES

- 1 Staff maintain and loan out recycling containers for special events. Containers are routinely used at the OKC Memorial Marathon, Earth Day, May Fair, Summer Breeze concerts,
- 2 Working on Phase II of the Fats, Oils and Grease Program (FOG) - to include OU businesses, fraternities, sororities, and long-term care facilities.
- 3 Staff is working with other departments to increase energy efficiency - i.e. turning off computers, duplex printing, anti-idling, methane recovery, and retrofitting pumps with variable
- 4 Acts as President of LTWA providing support including agenda setting, issue research and collaboration
- 5 Participates on LTWA Education and Outreach Subcommittee
- 6 Participate in Lake Thunderbird TMDL, IPR Treatment Wetlands internal and external team meetings
- 7 Coordinating SW permitting (State and local) for WRF Solar project, Compost facility, HHW facility
- 8 As of December 31, 2022 approximately 197,800 gallons of grease/solids had been prevented from entering the sanitary sewer in FYE 23 as a result of the FOG program.
- 9 First required annual Table II & III influent and effluent sampling event scheduled for January 16-18, 2023.
- 10 Continued coordination with Fleet, Legal and Transit/Parking for EV Charging Station Ordinance
- 11 Project manager for EV Charging Station going in at City Hall
- 12 Planning and coordinating for Naturizer property for bees, an Eagle Scout project and other exciting things
- 13 Coordinating collection of BMP ideas to help mitigate any potential damage from future road construction
- 14 Attended Bacteria Tracing Workshop in Tulsa with INCOG on December 1
- 15 Attended webinars on new SWIFR and REO grant funding opportunities
- 16 Coordinating fifth annual Artful Inlets installation
- 17 Facilitated Karen Chapman award presentation at Council on December 13
- 18 Helped facilitate clean-up at Ruby Grant Park on December 10 and glass ornament making on December 17 (LTSP)
- 19 Coordinating with OU student as intern to help with GHG emission inventory update
- 20 Coordinating with ODOT on Monarch habitat BMPs as part of the Monarch Highway
- 21 Coordinating with Sanitation to install native and demonstration landscaping and more
- 22 Sampled Chasm Specialty Products December, 2022. Results in compliance.
- 23 ODEQ Pretreatment compliance inspection scheduled for January 25, 2023.

CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
WATER MAINTENANCE				
	FYE 2023		FYE 2022	
December 2022	MONTH	YTD	MONTH	YTD
New Meter Sets:	20	162	51	256
Number Short Sets	20	160	51	251
Number Long Sets	0	2	0	5
Average Meter Set Time	7.35	4.94	2.94	3.93
Number of Work Orders:				
Service Calls	516	2,914	466	2,399
Meter Resets	2	7	0	2
Meter Removals	3	37	6	12
Meter Changes	25	183	55	233
Locates Completed	405	2,423	723	6,141
Number of Water Main Breaks	20	115	7	82
Average Time Water Off	1.81	25.79	2.00	2.05
Fire Hydrants:				
New	1	5	0	0
Replaced	0	3	1	1
Maintained	216	800	145	834
Number of Valves Exercised	223	1,614	189	1,056
Feet of Main Construction	980	3,205	447	447
Hours of Main Construction	345	1,239	369	531
Meter Changeovers	2	3	0	0
OJI's	0	4	1	1
Hours Flushing/Testing New Mains	41.97	359	90	499
Hours Worked Outside of Division	0.00	0.00	1	226

CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
SEWER MAINTENANCE				
	FYE 2023		FYE 2022	
December 2022	MONTH	YTD	MONTH	YTD
Obstructions:				
City Responsibility	2	9	0	7
Property Owner Responsibility	22	124	19	93
TOTAL	24	133	19	100
Number of Feet of Sewer Cleaned:				
Cleaned	93,420	581,069	104,770	704,421
Rodded	2,235	23,355	5,395	19,947
Foamed	0	77,154	0	74,476
SL-RAT	0	0	0	0
TOTAL	95,655	681,578	110,165	798,844
Sewer Overflows:				
Rainwater	0	0	0	0
Grease/Paper/Roots	0	2	0	0
Obstruction	1	2	0	3
Private	0	3	0	6
Other (Lift Station, Line Break, etc.)	0	0	0	0
Total Overflows	1	7	0	9
Feet of Sewer Lines Televised	13,508	121,300	24,581	147,157
Locates Completed	297	2,312	287	1,535
Manholes:				
Inspected	987	7,496	999	5,945
New	0	0	0	0
Raised	3	11	0	0
Repaired	0	14	0	0
Feet of Sewer Lines Replaced/Repaired	12.00	37.50	0	49
Hours Worked at Lift Station	42.78	529.90	101	554
Hours Worked for Other Departments	0.00	14.92	17.25	230.25
OJI's	0	2	1	1
Square Feet of Concrete	27	81	0	0
Average Response Time (Minutes)	28.00	28.53	30.60	26.09
Number of Claims	0.00	0.00	0.00	0.00

City of Norman, Oklahoma
Department of Utilities

Monthly Progress Report
Water Reclamation Facility
December 1-31, 2022
Flow Statistics

	FYE 2023		FYE 2022	
	<u>This Month</u>	<u>YTD</u>	<u>This Month</u>	<u>YTD</u>
Total Influent Flow (M.G.)	342.2	1877.4	325.5	1982.0
Total Effluent Flow (M.G.)	309.8	1749.4	313.0	1945.1
Influent Peak Flow (MGD)	16.9	16.9	17.1	20.1
Effluent Peak Flow (MGD)	15.9	15.9	16.9	20.1
Daily Avg. Influent Flow (MGD)	11.0	10.3	10.5	10.8
Daily Avg. Effluent Flow (MGD)	10.0	9.6	10.1	10.6
Precipitation (inches)	2.3	10.7	3.2	13.5

Discharge Monitoring Report Stats

5 day BOD:

EPA minimum percentage removal 85%

	<u>Avg.</u>	<u>Avg.</u>
Influent Total (mg/l)	133	134
Effluent Carbonaceous Total	2	2
Percent Removal	98.5	98.5
Total Suspended Solids:		
Influent (mg/L)	199	282
Effluent (mg/L)	9	4
Percent Removal	95.5	98.6
Dissolved Oxygen:		
Influent (min)	0.5	1.1
Effluent (min)	6.0	6.7
pH		
Influent (Low)	7.1	6.8
(High)	7.4	7.2
Effluent (Low)	7.6	6.9
(High)	7.0	7.1
Ammonia Nitrogen		
Influent (mg/L)	29.2	26.3
Effluent (mg/L)	0.1	0.3
Percent Removal	99.8	98.9

Utilities

Electrical

Total kWh Used (Plant wide)	534,720	2,988,180	574,840	2,965,020
Aeration Blowers	168,300	1,006,900	161,400	1,074,500
UV Facility	28,200	332,800	60,000	382,400

Natural Gas

Total cubic feet/day (plant wide)	527,000	1,729,000	749,000	2,669,000
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Public Education (Tours)

1	17	0	0
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Total Attendees for FYE 23

45	32
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Reclaimed Water System (MG)

0.0	0.0	0.0	0.0
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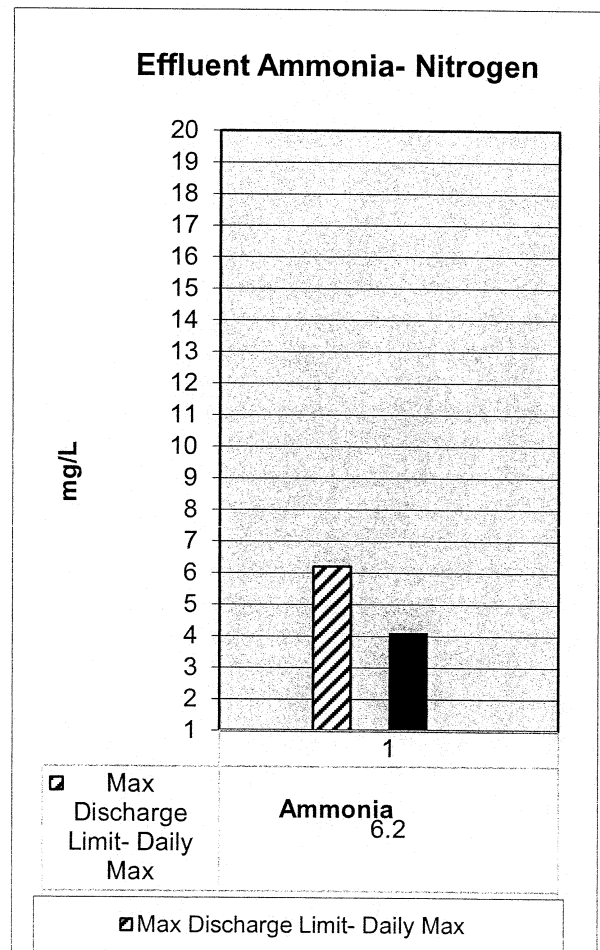
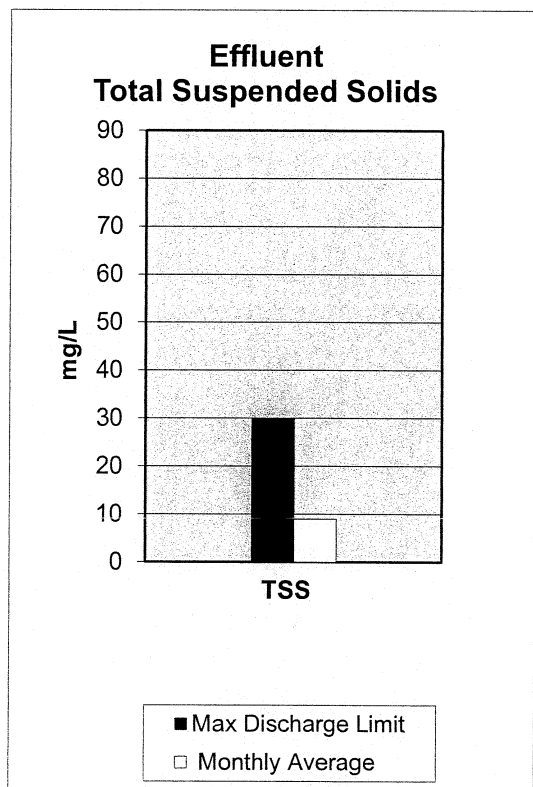
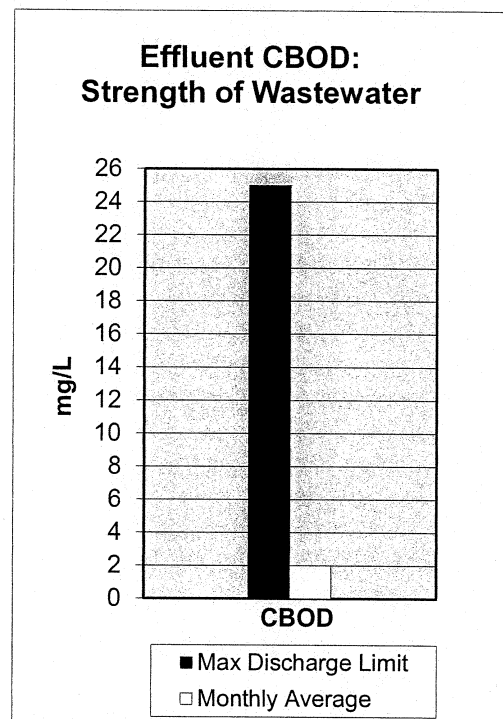
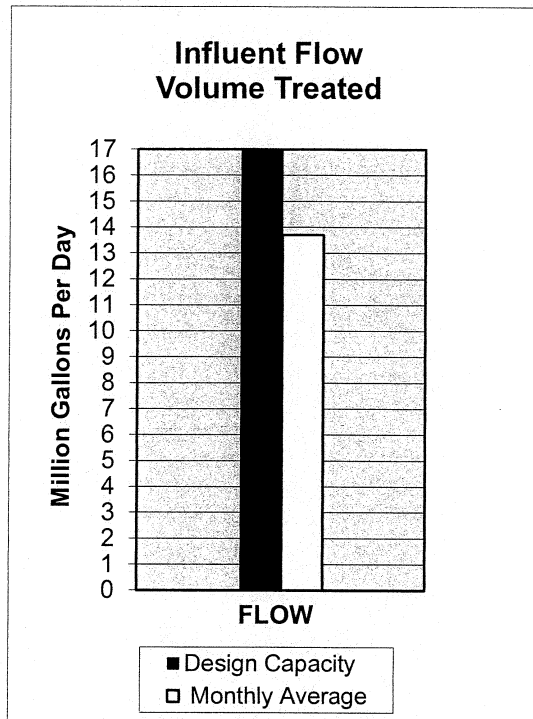
OU Golf Course

0.2	46.2	0.9	42.1
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E.coli geometric mean average for December 2022 40 MPN (Limit is 630)

CITY OF NORMAN
WATER RECLAMATION FACILITY
 December 2022

Item 4.



Comments here

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

WATER TREATMENT DIVISION

MONTH: December-2022

	FYE 2023		FYE 2022	
	<u>This month</u>	<u>Year to date</u>	<u>This month</u>	<u>Year to date</u>
Water Supply				
Plant Production (MG)	242.61	2150.28	269.31	2128.31
Well Production (MG)	90.54	772.64	70.35	513.03
Oklahoma City Water Used (MG)	30.12	181.55	29.39	193.58
Total Water Produced (MG)	363.26	3104.46	369.05	2834.92
Average Daily Production	11.72	16.96	11.90	15.41

Peak Day Demand

Million Gallons	14.60	25.52	13.21	20.88
Date	12/24/2022	7/27/2022	12/13/2021	8/26/2021
System Capacity (see note 1)	25.78	25.78	23.35	23.35
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	\$639,617.45	\$4,086,125.12	\$667,449.35	\$4,134,309.18
Wells	\$237,537.96	\$1,543,374.75	\$206,713.95	\$1,321,533.75
OKC	\$81,997.48	\$545,033.46	\$76,794.05	\$454,508.75
Total	\$959,152.89	\$6,174,533.33	\$950,957.35	\$5,910,351.68

Cost per Million Gallons

Plant	\$2,636.37	\$1,900.28	\$2,478.33	\$1,942.53
Wells	\$2,623.71	\$1,997.54	\$2,938.49	\$2,575.95
OKC	\$2,722.81	\$3,002.06	\$2,612.93	\$2,347.92
Total	\$2,640.38	\$1,988.92	\$2,576.76	\$2,084.84

Water Quality

Bacterial Samples in Compliance	98	596	90	579
Bacterial Samples out of Compliance	2	4	0	7
Total number of inquiries (Note 2)	2	17	1	21
Total number of complaints (Note 2)	5	29	1	23
Number of complaints per 1000 service connections	0.13	0.75	0.02	0.57

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	0	4	0	3

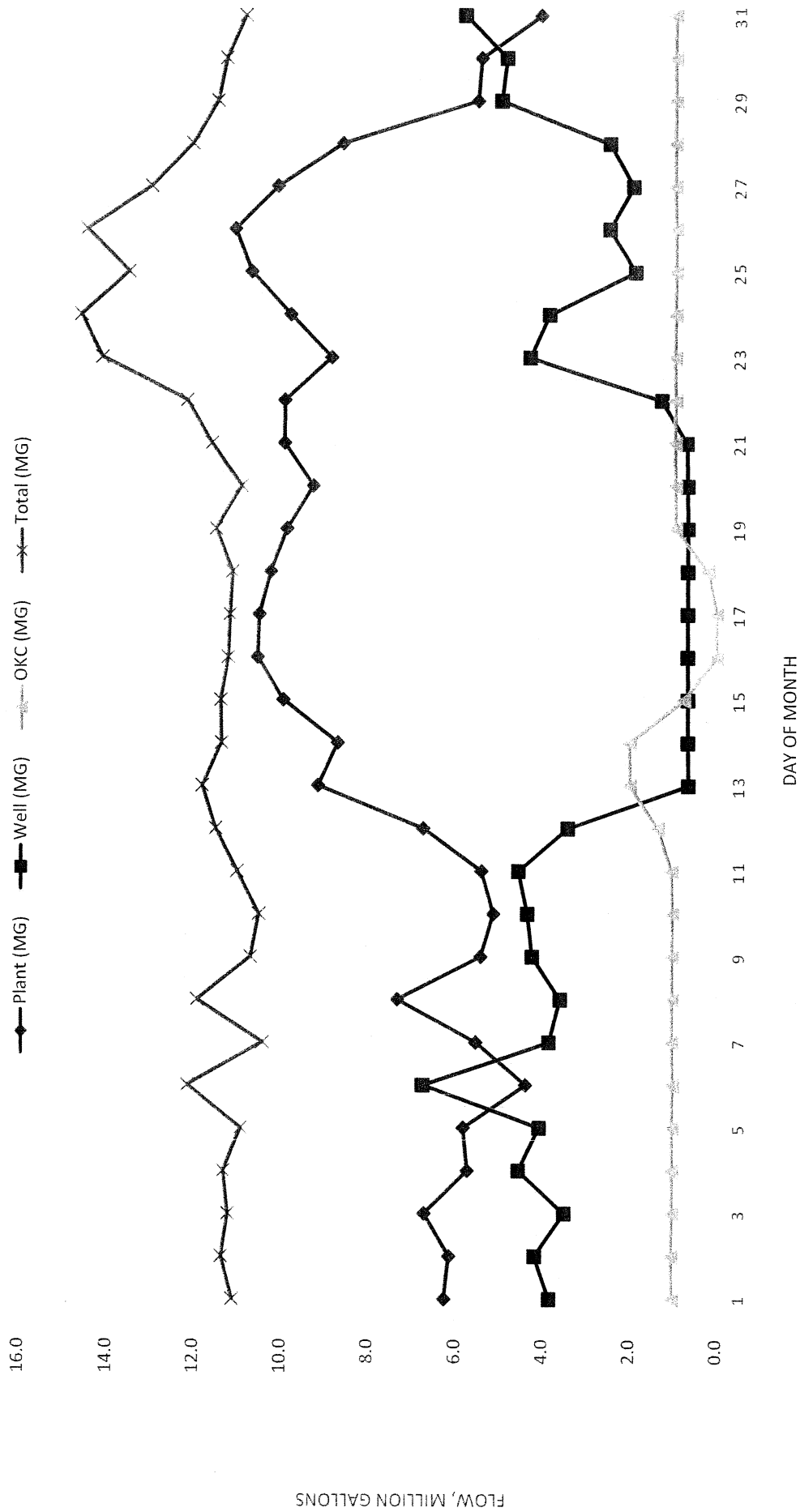
Public Education

Number of tours conducted	0	6	1	9
Number of people on tours	0	45	1	110

Notes:

Intermediate pump 1 and 3 failed, getting quotes to repair. Received pumps for wells 3A and 51, waiting on Meyer pump to ins. Installed bleach feed equipment in well 68 and 70. Re-bidding Salt at this time. Working with fleet to have tractor repaired. Harrison-Orr troubleshoot air handler issues in Chemical building, found natural gas regulator not functioning properly.

WATER PRODUCTION FOR DECEMBER 2022



SANITATION DIVISION PROGRESS REPORT
SUMMARY 2022

	FYE 22		FYE 23	
	MONTH	YR-TO-DATE	MONTH	YR-TO-DATE
<u>Vehicle Accidents</u>	1	5	0	14
<u>On The Job Injuries</u>	0	8	0	2
<u>Bulk Pickups</u>	37	153	37	122
<u>Refuse Complaints</u>	100	578	135	348
<u>New Polycarts Requests</u>	66	405	49	302
<u>Polycarts Exchanges</u>	5	51	4	68
<u>Additional Polycart Requests</u>	79	407	62	331
<u>Replaced Stolen Polycarts</u>	44	165	33	119
<u>Replaced Damaged Polycarts</u>	62	541	34	610
<u>Polycarts Repaired</u>	50	249	24	258

COMPOST MONTHLY REPORT

DECEMBER

	MONTH
TONS BROUGHT IN BY COMPOST CREWS:	271.30
LANDFILL TIPPING FEE'S	\$ 22.08
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 22.08
TONS BROUGHT IN BY PUBLIC:	460.00
TONS BROUGHT IN BY CONTRACTORS :	1,320.00
TONS BROUGHT IN BY OTHER CITY DEPARTMENTS:	260.00
LANDFILL TIPPING FEE'S	\$ 22.08
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 45,043.20
TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 45,065.28
REVENUE COLLECTED FROM COMPOST SALES:	\$350.00
REVENUE COLLECTED FROM GATE SALES:	\$12,350.00
TOTAL TONS COLLECTED	2,311.30

	MULCH CUBIC YDS MONTH	COMPOST CUBIC YDS MONTH
PARKS DEPT.		
ROAD & CHANNEL		
LINE MAINTENANCE		
STREET DEPT.		
WATER TREATMENT		
MURPHY PRODUCTS OKC		
SELF LOADING BIN		12
DRYING BEDS	0	0
COMPOST SOLD BY CUBIC YARDS		960
MULCH SOLD BY CUBIC YARDS	555	
TOTAL:	555	972

CURBSIDE MONTHLY RECYCLING REPORT**Dec-22****PROGRAM STATISTICS**

	AVERAGE MONTH
SET OUT/PARTICIPATION RATE:	91%
AVERAGE TONS PER DAY :	11.17
POUNDS PER HOME:	20.53

COMMODITY BY TON

	% of Total	TONS
ALUMINUM BEVERAGE CAN	1.96%	6.57
#1 PET	4.08%	13.67
NEWS	0.00%	0
GLASS CONTAINERS	10.07%	33.75
MIX PAPER	29.67%	99.44
PLASTIC FILM	0.60%	2.01
#2 NATURAL	1.11%	3.72
#2 COLOR	1.66%	5.56
#3-#7	0.00%	0
METAL	0.30%	1.01
RIGIDS	0.26%	0.87
TIN-STEEL SCRAP	2.14%	7.17
TRASH	27.91%	93.55
OCC	20.24%	67.84
TOTAL	100.00%	335.16

	MONTH
SERVICE CALLS (MISSES)	42
HOUSESIDE	5
REMINDER	2
SCATTERED	1
MISC.	0
REPAIR	14
NEW	34
ADD	3
MISSING	12
EXCHANGE	0
REPLACE	8
PICK UP	8
TOTAL CALLS	129.00

	MONTH
LANDFILL COST AVOIDANCE	\$6,619.41

File Attachments for Item:

5. CONSIDERATION AND AWARD, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-23: FOR THE PURCHASE OF ASPHALT MATERIALS FOR THE STREETS AND STORMWATER DIVISIONS TO HASKELL LEMON CONSTRUCTION COMPANY, PAVING MATERIALS, INC., T&C ASPHALT MATERIALS, L.L.C., AND CRAFCO, INC., SUPPLY CENTER AS THE LOWEST AND BEST BIDDERS MEETING SPECIFICATIONS AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 1/24/2023

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION AND AWARD, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-23: FOR THE PURCHASE OF ASPHALT MATERIALS FOR THE STREETS AND STORMWATER DIVISIONS TO HASKELL LEMON CONSTRUCTION COMPANY, PAVING MATERIALS, INC., T&C ASPHALT MATERIALS, L.L.C., AND CRAFCO, INC., SUPPLY CENTER AS THE LOWEST AND BEST BIDDERS MEETING SPECIFICATIONS AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The City of Norman's Street Maintenance Program utilizes the following asphalt materials on a regular basis throughout the year:

Superpave Type S-3, Type S-4 and Type S-5 as a base/surface course material with an aggregate gradation or blend of the mix containing larger aggregate with added modified polymers. These modified asphalt materials have qualities of compressive strength and increased shear resistance, and are used either as a base material or as pavement surface course material, per City of Norman Standard Specifications for paving of streets.

Emulsified Asphalt, Type SS-1 is for tack coat application on existing pavement surfaces and prime coat application on non-cohesive soil subgrade.

Container Patch Mix – Densely graded cold patch mix for pothole patching. For surface course asphalt concrete mix, use insoluble asphalt cement, for base courses, use binder asphalt cement.

With the exception of Emulsified Asphalt and Container Patch Mix, all other materials are hot mix-hot applied and they are bid based on dollars per ton delivered to the job site. These bid prices are adjusted for zone delivery as follows:

Zone Delivery of Asphalt Materials

ZONE 1

Centerline of U.S. Interstate Highway No. 35 to western City Limits.

ZONE 2

South right-of-way line of Robinson Street to northern City limits, centerline U.S. Interstate Highway No. 35 to right-of-way of 60th Avenue East.

ZONE 3

South right-of-way line of Alameda Street to northern City limits, east right-of-way line of 60th Avenue East to eastern City limits.

ZONE 4

South right-of-way line of Alameda Street to southern City limits, east right-of-way line of 60th Avenue East to eastern City limits.

ZONE 5

South right-of-way line of Robinson Street to southern City limits, centerline U.S. Interstate Highway No. 35 to right-of-way line of 60th Avenue East.

Zone delivery bid prices have been specified since FYE 1985 and it has resulted in more competitive bid prices.

DISCUSSION:

Bid Number 2223-23 was opened on January 5, 2023, for asphalt materials. Funding for these materials is available in account numbers listed below. Container Patch Mix is a cold patch material that is utilized during times of inclement weather or emergency situations to make immediate repairs to pavement when hot mix asphalts are not available.

Bid term is for (2) years commencing February 01, 2023 after the date of award by City Council with adjustments in material price to be updated every four (4) months as outlined in the schedule below or until 30 days after notice has been given by the City of Norman of its desire to terminate the contract. The four (4) month price updating was implemented due to the constant fluctuation of the price of oil and discussion with the material suppliers. The suppliers could not give a single annual bid price that was not high due to this uncertainty. This method will ensure the best unit price based on current markets. The lowest unit price received for the four (4) month period will be the first call for material.

ADJUSTMENT SCHEDULE DATES

June 1, 2023
 October 1, 2023
 February 1, 2024
 June 1, 2024
 October 1, 2024

FUNDING SOURCES

Street Division

Asphalt/Asphalt Materials (10550221-43302) \$220,000

Storm Water Division

Asphalt/Asphalt Materials (10550222-43302) \$ 5,000

Capital Improvement Projects FYE 2023

Rural Roads Improvement (Bond) (50593376-46101)	\$652,400
Asphalt Pavement Maintenance (50595511-46301)	\$823,877
Asphalt Paver Patching (50596692-46301)	\$261,000
Force Account Drainage (50599906-46301)	\$ 95,000
Rural Road Improvements (50596696-46301)	\$390,000

RECOMMENDATION:

Staff recommends Bid-2223-23 be awarded as follows:

Section 1A (Superpave Asphalt Type S-3): to Paving Materials, Inc., Moore, OK as the lowest and best bidder meeting specifications and Haskell Lemon, Oklahoma City, OK as the alternate bidder.

Section 1B (Superpave Asphalt Type S-4): to Haskell Lemon as the lowest and best bidder meeting specifications and Paving Materials, Inc. as the alternate bidder.

Section 1C (Superpave Asphalt Type S-5): Zone 1 & 3 to Paving Materials, Inc., as the lowest bidder and best bidder meeting specifications and Zone 2, 4, 5 & Batch Plant to Haskell Lemon as the lowest and best bidder meeting specifications and Haskell Lemon as the alternate bidder for Zone 1 & 3 and Paving Materials, Inc., as the alternate bidder for Zone 2, 4, 5 & Batch Plant.

Cancellation Charges – Asphalt Delivery - Section A to Haskell Lemon and Paving Materials, Inc., as the lowest and best bidder meeting specifications. Section B to Haskell Lemon and Paving Materials, Inc., as the lowest and best bidder meeting specifications.

Section 2A (Emulsified Asphalt Delivered and Applied): to Paving Materials, Inc., as the lowest and best bidder meeting specifications.

Section 2B (Emulsified Asphalt Picked Up at Plant): to Haskell Lemon Construction Company as the lowest and best bidder meeting specifications and Paving Materials, Inc. as the alternate bidder.

Section 3A (Container Patch Mix Picked up at Plant): to T & C Asphalt Materials, Chandler, OK and Crafc, Inc. Naples, TX, as the lowest and best bidder meeting specifications.

Section 3B (Container Patch Mix-Bags Delivered): to Crafc, Inc. as the lowest and best bidder meeting specifications and T&C Asphalt Materials as the alternate bidder.

Section 3C (Container Patch Mix – Bulk Pickup): to Crafc0, Inc., as the lowest and best bidder meeting specifications, and T&C Asphalt Materials, as the alternate bidder.

Section 3D (Container Oatcg Mix – Bulk Delivered): to Crafc0, Inc., as the lowest and best bidder meeting specifications, and T&C Asphalt Materials, as the alternate bidder.

We further recommend that the bid also be awarded to the alternate bidders as outlined herein so that the material will be available when the primary bidder cannot deliver it.

PRIMARY	SECONDARY
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February 1, 2023 through May 31, 2023

BID TABULATION Bid 2223-23 Opening Jan. 5, 2023	Haskell Lemon OKC, OK	Paving Materials, Inc.	Crafco, Inc. Naples, TX	T & C Asphalt Materials
SECTION I -- Plant Mix Asphalt				
A. Superpave Asphalt Type - S-3				
Zone 1	\$70.24	\$66.94	-	-
Zone 2	\$69.93	\$67.63	-	-
Zone 3	\$71.80	\$68.32	-	-
Zone 4	\$70.86	\$69.92	-	-
Zone 5	\$69.61	\$67.86	-	-
Batch Plant	\$63.79	\$62.00	-	-
B. Superpave Asphalt Type - S-4				
Zone 1	\$71.67	\$72.94	-	-
Zone 2	\$71.36	\$73.63	-	-
Zone 3	\$73.23	\$74.32	-	-
Zone 4	\$72.29	\$75.92	-	-
Zone 5	\$71.04	\$73.86	-	-
Batch Plant	\$65.22	\$68.00	-	-
C. Superpave Asphalt Type - S5				
Zone 1	\$75.25	\$74.94	-	-
Zone 2	\$74.94	\$75.63	-	-
Zone 3	\$76.81	\$76.32	-	-
Zone 4	\$75.87	\$77.92	-	-
Zone 5	\$74.62	\$75.86	-	-
Batch Plant	\$68.60	\$70.00	-	-
CANCELLATION CHARGES - ASPHALT DELIVERY				
A. Cost per mile per truck	\$5.00	\$5.00	-	-
B. Cost per load per truck	\$1,000.00	\$1,000.00	-	-

PRIMARY	SECONDARY
---------	-----------

February 1, 2023 through May 31, 2023

BID TABULATION Bid 2223-23 Opening Jan. 5, 2023	Haskell Lemon OKC, OK	Paving Materials, Inc.	Crafco, Inc. Naples, TX	T & C Asphalt Materials
SECTION II -- Emulsified Asphalt, SS-1 or Equal				
A. Delivered and Applied	-	\$7.50	-	-
B. Pickup at plant	\$4.00	\$5.00	-	-

SECTION III -- Container Patch Mix				
A. Pickup at plant *per LB - Less than 50 containers/bags	-	-	\$0.2100	\$0.2100
B. Bags Delivered to 668 E. Lindsey Norman, OK 73069 *50 bags minimum	-	-	\$0.2200	\$0.2700
C. Bulk Pickup at plant	-		\$0.0550	\$0.0650
D. Bulk Delivered to 668 E. Lindsey Norman, OK 73069 *25 ton minimum	-		\$0.0610	\$0.0750

File Attachments for Item:

6. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$100,000 FROM THE NORMAN PARK FOUNDATION TO THE NORMAN MUNICIPAL AUTHORITY TO BE USED FOR THE DEVELOPMENT OF BENTLEY PARK IN THE BELLATONA NEIGHBORHOOD ADDITION LOCATED NEAR THE INTERSECTION OF HIGHWAY 9 AND 36TH AVENUE S.E.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/24/2023

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$100,000 FROM THE NORMAN PARK FOUNDATION TO THE NORMAN MUNICIPAL AUTHORITY TO BE USED FOR THE DEVELOPMENT OF BENTLEY PARK IN THE BELLATONA NEIGHBORHOOD ADDITION LOCATED NEAR THE INTERSECTION OF HWY 9 AND 36TH AVE SE.

BACKGROUND:

In 1972, Mr. Lionel Bentley was hired as an assistant Parks Superintendent with the City of Norman's Park and Recreation department. Over the years, through hard work and his dedication to the City, Mr. Bentley rose to the position of Director of Parks and Recreation. In 1984, he left the Parks and Recreation Department to focus on his business operating a sod farm.

DISCUSSION:

In the fall of 2021, Mr. Bentley contacted the Norman Park Foundation regarding "giving back to the City." Lionel Bentley wanted to deed his commercial property to the Foundation, and a portion of the sale of the building be used towards future park projects.

On December 29, 2021, Lionel Bentley deeded the commercial property to the Norman Park Foundation. On March 3, 2022, Mr. Bentley passed away suddenly before he could be recognized for his generous donation. The property was sold in June of 2022.

On December 1, 2022, staff presented to the Norman Board of Park Commissioners the design for the new Neighborhood Park located in the Bellatona Neighborhood Addition. Due to the generosity of Mr. Bentley, the Park Board voted to name the Park "Bentley Park" to honor the family and the donation from the family.

As the Parks and Recreation Department moves forward with the construction of Bentley Park, Parks staff would like to appropriate the donated funds from the Norman Park Foundation to the

NORMAN FORWARD New Neighborhood Park Development account so that the donation can be used for this project

RECOMMENDATION:

1. Staff recommends that the Norman Municipal Authority and City accept the donation of \$100,000 from the Norman Park Foundation to be deposited into the NORMAN FORWARD Fund, Donations-Organizations (519-363373).
2. City staff recommends appropriating those funds to the New Neighborhood Park Development Project, Construction (Account 51798830-46101; Project NFP104) for the Development of Bentley Park in the Bellatona Neighborhood Addition.

NORMAN PARK FOUNDATION, INC.

P.O. Box 6523 • Norman, Oklahoma 73070



9 January 2023

Mr. Jason Olsen, Director
City of Norman Parks & Recreation
P.O. Box 370
Norman, Oklahoma 73070

Dear Mr. Olsen:

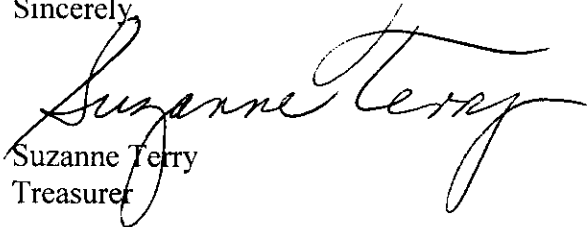
As you are aware, in 1972 Mr. Lionel Bentley was hired as an assistant Parks Superintendent and over the years rose to the position of Director of Parks and Recreation. In 1984, he left the Parks and Recreation Department and began a long and successful career in private business.

In the fall of 2021 Mr. Bentley contacted the Foundation in regards to "giving back to the City" with the Foundation as his conduit. The Foundation agreed and in December of 2021, Mr. Bentley deeded commercial property to the Foundation which has since been sold. \$100,000 of the proceeds have already been accepted by the City of Norman for Westwood Golf Course improvements.

Mr. Bentley passed away in March of 2022 before he could be recognized for his generous contribution. Since his passing, his wife Lou Bentley, requested that funding be donated to the City of Norman for the initial construction of Bentley Park.

At this time, the Foundation is requesting that the Norman City Council accept a donation of \$100,000.00 to go towards Lionel Bentley Park.

Sincerely,


Suzanne Terry
Treasurer

Parks Are Forever

File Attachments for Item:

7. CONSIDERATION OF ACCEPTANCE, GRANTING, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2223-24: A TEMPORARY EASEMENT TO OKLAHOMA NATURAL GAS ELECTRIC COMPANY (ONG), FOR THE PURPOSE OF CONDUCTING UTILITY WORK AROUND THE YOUNG FAMILY LIFE CENTER PRIOR TO THE UTILITY EASEMENTS THAT ARE INCLUDED IN THE PLAT GO INTO EFFECT UPON THE PLAT BEING FILED OF RECORD.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/24/2023

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, GRANTING, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2223-24: A TEMPORARY EASEMENT TO OKLAHOMA NATURAL GAS ELECTRIC COMPANY (ONG), FOR THE PURPOSE OF CONDUCTING UTILITY WORK AROUND THE YOUNG FAMILY LIFE CENTER PRIOR TO THE UTILITY EASEMENTS THAT ARE INCLUDED IN THE PLAT GO INTO EFFECT UPON THE PLAT BEING FILED OF RECORD.

BACKGROUND:

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality of life projects through a ½% sales tax increase over 15 years. Included in the Norman Forward Initiative was a project to construct a new Multi-Sport Complex and Indoor Aquatic Facility.

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as two separate projects. These projects were combined into one in 2018, generally located at the southeast corner of 24th Avenue NW and Rock Creek Road in the University North Park commercial development. This new sports and aquatic complex will include eight full-sized basketball or 12 volleyball courts; a 25-yard - 8-lane lap pool; a 25-yard - 4-lane warm-up pool; concession stands; retail space; administrative offices; and, through a partnership with Norman Regional Health System (NRHS), a health and wellness clinic to be placed between the multi-sports and aquatic complexes. Oklahoma City firm Frankfurt, Short, Bruza (FSB) was selected as the architectural and engineering (A/E) consultant for this project in March 2018. FSB has completed the schematic design phase of the project and is proceeding with design development, construction documents, and assistance with construction administration through the project completion. The building and the project were named the Young Family Athletic Center ("YFAC," by Contract K-2122-27) in July of 2021 after the Trae Young Family Foundation agreed to donate \$4,000,000 to the construction of the building.

On February 9, 2021, the City Council approved a construction contract K-2021-97 with GE Johnson to construct the NORMAN FORWARD Young Family Athletic Center. As part of this process, utilities will need to be installed. The attached easement will allow ONG to install the pipeline in the specified utility easements on the final plat before it is recorded.

DISCUSSION:

ONG is working to meet the City's deadlines on making the YFAC operational as soon as possible. This requires a blanket, temporary utility easement to be put in place so that lines can be installed and utility work can be done in the identified utility easements before the final plat, is recorded. Temporary easements are not filed with the County. Once the plat is filed, this easement will no longer be in effect. Instead, final easements will be dedicated with the final plat.

RECOMMENDATION:

City Council grant the temporary easement to ONG in order to conduct work within the utility easements prior to the final plat being filed.

RIGHT OF WAY AGREEMENT

FORM 428 (1-00)

THIS AGREEMENT made and entered into by and between **The City of Norman, Oklahoma, a Municipal Corporation**, hereinafter called the Grantor, and **OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc., an Oklahoma corporation**, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a exclusive easement to survey, construct, lay, maintain, inspect, patrol (by surface or air), alter, operate, replace with same or different size pipe, protect, repair, relocate within the right of way, relay, mark, abandon in place and/or remove pipelines together with above and below ground appurtenances, with the right of ingress to and egress from the below described land and contiguous land owned by Grantor, in the County of Cleveland, State of Oklahoma, and more particularly identified and described as follows, to-wit:

Variable width easements shown on **THE FINAL PLAT OF YFAC ADDITION, A PLANNED UNIT DEVELOPMENT**, being a part of the NE/4 Section 23 and NW/4 and Section 24, T9N-R03W of the Indian Meridian, being more particularly described by the **Exhibit "A"** attached. The facilities and pipelines installed under this agreement are located the streets and utility easements as shown on the Exhibit. This agreement will become void upon recordation of said plat dedicating the streets and utility easements to the public, but Grantor agrees to relocate the Grantees facilities and pipelines at their cost if revised differently or doesn't reflect the attached **Exhibit "A"** when recorded to the public.

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within ten feet of the pipelines of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipelines and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipeline.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.
5. The Grantor agrees that during construction, maintenance, repair, replacement, or removal of any pipeline, Grantee may temporarily utilize such additional workspace adjacent to and parallel with the Pipeline Easement as is necessary for purposes of moving and using vehicles and equipment moreover with the expectation the Grantee agrees to compensate a fair market value for any additional space needed.
6. The Grantor agrees that during construction and maintenance the Grantee has access to the gate for entry and "road" to the easement.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

[Remainder of PAGE Intentionally Left Blank]

Check No;
Negotiated: by Misti Smith
Line: Norman/CP

CUE: 35052
J.O. 021.052.2990.011345.23.137600

Rods:
RW: 2 of 2

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this _____ day of _____, 2023.

City of Norman, a municipal corporation

Mayor, City of Norman

ATTEST: City Clerk

REVIEWED BY CITY OF NORMAN LEGAL DEPARTMENT

BY Brian Roale DATE January 20, 2023

STATE OF _____ }

ss.

COUNTY OF _____ }

Before me, the undersigned a Notary Public in and for said County and State on this _____ day of _____, 20____, personally appeared _____ to me to be the identical person (s) who executed the following grant of Right of Way and acknowledged to me that _____ executed the same _____ Free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: _____

NOTARY PUBLIC

Commission Number: _____

Return To:

Oklahoma Natural Gas
Drew Nixon, Real Estate Services
4901 N. Santa Fe
Oklahoma City, OK 73118

12th Avenue NW

10th Avenue NW

8th Avenue NW

6th Avenue NW

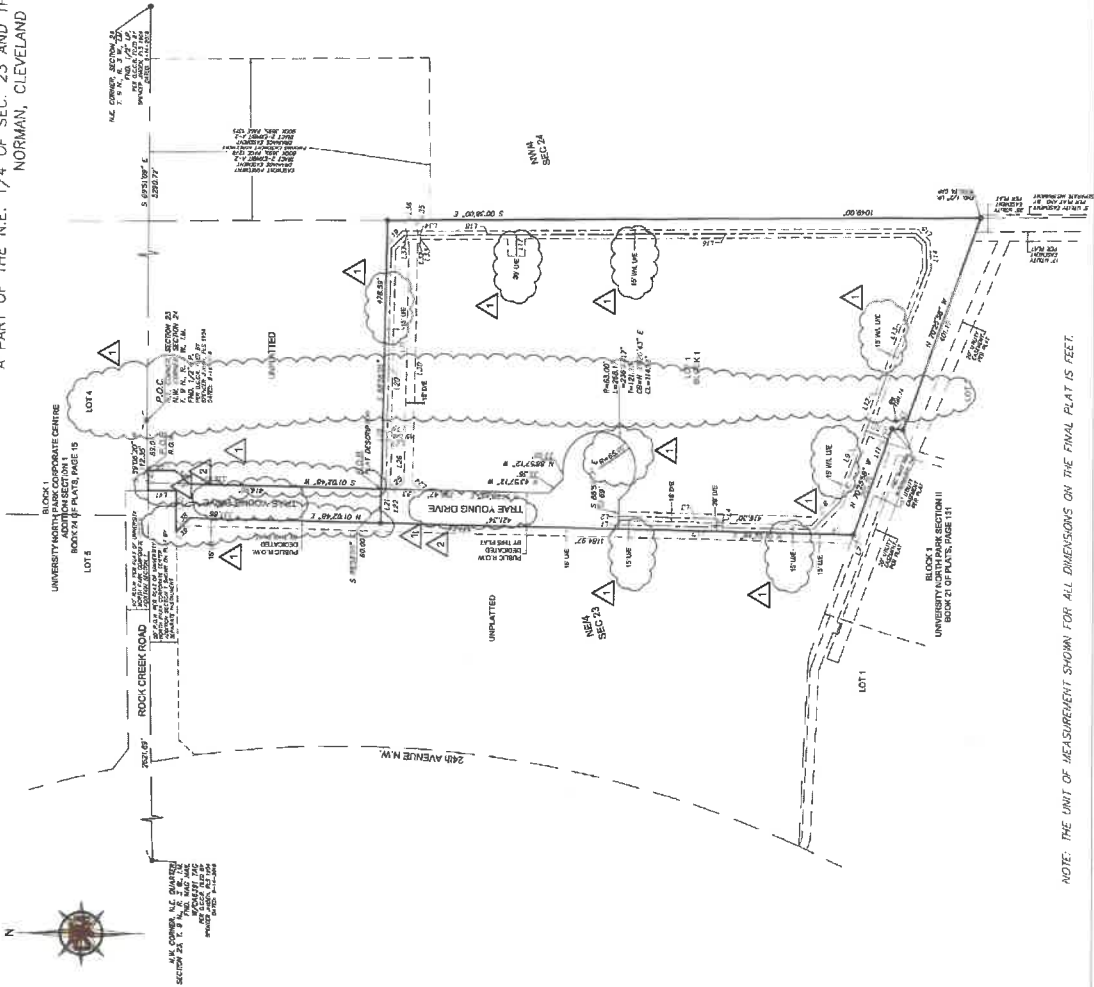
4th Avenue NW

2nd Avenue NW

Kensington Street

PROJECT LOCATION





LOCATION MAP

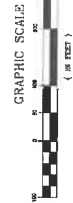


NOTE: THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAN IS FEET.

- NOTES:
1. All improvements while utility materials may be removed by the city as per ordinance and placement of such improvements at the responsibility of the property owner.
 2. Easements shown here by specific recording information are shown for reference purposes only and are not decisive pursuant to this final plat.
 3. The books of recordings for this survey are the Oahu Public Works Coordinate Survey (1940-3) South Loop survey showing a bearing of S 89° 00' 20" W 101' on the south line of the Industrial Quarter of Section 22, Township 21 North, Range 1 West of the 5th Main Meridian.
 4. Unknown adjacent situated at property corners are 1/2" iron pipe with

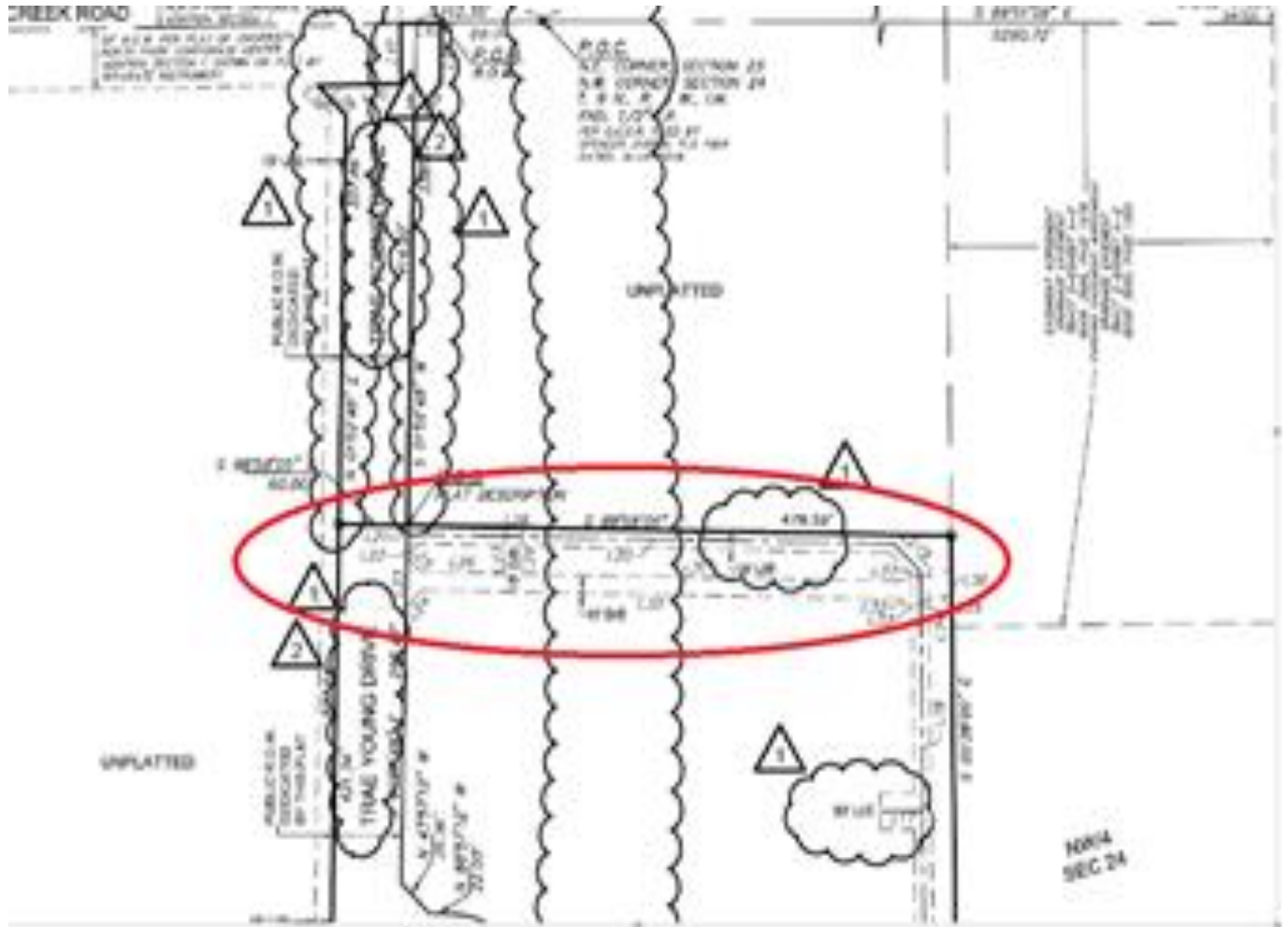
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	PR #01	12-05-2021
	CITY OF NORMAN	12-01-2021
	CITY OF NORMAN	11-19-2021
	CITY OF NORMAN	10-26-2021



DODSON - THOMPSON - MANSFIELD, PLLC
25 St. John Street
Baltimore, MD 21201
Phone 410-621-7622
Fax 410-621-7621
e-mail: info@dtmllc.com

LOCATION OF E-2223-24 ONG EASEMENT



File Attachments for Item:

8. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. NINE TO CONTRACT K-1617-114: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY (NMA), THE CITY OF NORMAN, AND P.D.G., L.L.C., D/B/A PLANNING DESIGN GROUP, FOR ADDITIONAL DESIGN AND CONSTRUCTION SERVICES FOR AN INCREASE NOT TO EXCEED \$49,207.50 AND APPROPRIATION OF CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 1/24/23

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. NINE TO CONTRACT K-1617-114: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY (NMA), THE CITY OF NORMAN, AND P.D.G., L.L.C., D/B/A PLANNING DESIGN GROUP, FOR ADDITIONAL DESIGN AND CONSTRUCTION SERVICES FOR AN INCREASE NOT TO EXCEED \$49,207.50 AND APPROPRIATION OF CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

In October of 2015, Norman citizens passed the Norman Forward Initiative, which is funding 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 include the creation of 22 youth fields.

The City selected the Planning Design Group (P.D.G.), a Tulsa design firm specializing in Landscape Architecture Services, to redesign Griffin Community Park into a majority Soccer Sports Complex. P.D.G. was also then selected in the summer of 2019 as the lead designer for both the Park Maintenance and Transit/Fire Maintenance facilities to be located at North Base near other City maintenance facilities.

On March 14, 2017, the Norman Municipal Authority approved Contract K-1617-114 with P.D.G., L.L.C., in the amount of \$761,000 for architectural design services for the Griffin Park Sports Complex.

On August 27, 2019, the Norman Municipal Authority approved Amendment No. 1 to Contract K-1617-114 with P.D.G., L.L.C., in the amount of \$430,280 for additional architectural design services to add the Park Maintenance Facility and Transit/Fire Maintenance Facility to the existing contract for the Griffin Park Community Park.

On November 12, 2019, the Norman Municipal Authority approved Amendment No. 2 to Contract K-1617-114 in the amount of \$120,000 for additional architectural design services to add bidding services and construction administration services for Griffin Park to the contract for work at the Griffin Park Sports Complex.

On April 14, 2020, the Norman Municipal Authority approved Amendment No. 3 to Contract K-1617-114 in the amount of \$316,370 to provide an increased project scope and to add bidding services and construction administration services for the Park Maintenance Facility and Transit/Fire Maintenance Facility to the existing contract for the Griffin Park Sports Complex.

On June 9, 2020, the N.M.A./Council approved Amendment No. 4 to Contract K-1617-114 in the amount of \$70,000 for additional architectural design services for the Griffin Community Park project, including schematic design documents for a +/- 100,000 square foot Indoor Soccer facility with offices, training areas, restrooms, concession areas, storage space, and associated items.

On September 8, 2020, the N.M.A./Council approved Amendment No. 5 to Contract K-1617-114 in the amount of \$49,500 for design services associated with the proposed Parks and Transit/Public Safety Maintenance Facility, including proposed building and parking revisions, project phasing, renderings, and inclusion of federal third-party contracting requirements needed for Federal Transit Administration grant funding.

On May 25, 2021, the N.M.A./Council approved Amendment No. 6 to Contract K-1617-114 in the amount of \$40,000 for the design services associated with the proposed Parks and Transit/Public Safety Maintenance Facility for additional scope of work for the addition of a full-length, manual wash bay on the east side of the proposed automated wash facility.

On April 26, 2022, the N.M.A. approved Amendment No. 7 to Contract K-1617-114 in the amount of \$71,000 to provide additional design services for the Griffin Park Community project, which brought the total contract amount to \$1,858,150.

On November 11, 2022, the N.M.A. approved Amendment No. 8 to Contract K-1617-114 adding The City of Norman as a party to the contract.

DISCUSSION:

Following execution of the amendments adding these additional facilities to the scope of the original Griffin Soccer Complex design agreement, the City opted to separate the additional project into multiple phases. Design services for the North Base Complex were provided for the construction of the new Transit/Fleet and Parks Maintenance Facilities as Phase I of the project, and design of the new Fleet Wash Facility to serve all City vehicles as Phase II.

First, this amendment address payment for additional design services relating to the Fleet Wash Facility. This past summer the City opened bids for the new Vehicle Wash Facility. Due to increased cost and abbreviated supply, prices were expected to come in higher than anticipated and the City opted to maintain its original design wishes, rather than change the scope of the Project. The bids received on June 2, 2022 were all over the project budget by nearly 50%, however, a much higher increase than any party expected. For this reason the bids were rejected.

Upon rejection of the bids from June 2, 2022, City staff and the project designer worked in conjunction with several of the previous bidders, to modify the project plans and specifications

in an effort to “value engineer” the project in the hopes of reducing the cost. Changes included revision of materials to be used, the addition of bid alternates to allow phasing of less critical portions of the project, and revising specifications to allow competitors to bid for the wash equipment. The value engineering efforts were successful and bids were received on November 1, 2022 at more than \$500,000 in savings from the June 2, 2022 bids.

Some of the services to redesign the project to lower the cost of construction were already required by the design contract. City staff carefully evaluated the situation to determine the portion of design service costs which should be attributable to the City under the circumstances, as opposed to considered part of the risk borne by the Design Consultant. Through amicable discussions, the parties agreed that the City would only request an increase attributable to 50% of the total redesign cost, which comes to \$11,675 for these additional services.

Additionally, this Amendment addresses the provision by PDG of Construction Administration services relating to Phase II, the Fleet Wash Facility. The Design Consultant has requested a contract price increase not to exceed \$37,532.50 for provision of these services by Design Consultant and its contractors/subcontractors. Thus, the total amount of this requested Amendment 9 is an amount not to exceed \$49,207.50, for a new total contract amount not to exceed \$1,907,357.50.

RECOMMENDATION 1:

Staff recommends an appropriation of \$49,207.50 from the Capital Fund Balance (Account 50-29000) to North Base Phase Two Vehicle Wash Facility, Design (Account 50590078-46201; Project BG0260).

RECOMMENDATION 2:

Staff recommends approval of Amendment 9 for Contract K-1617-114, between the Norman Municipal Authority, the City of Norman and P.D.G., L.L.C. d/b/a Planning Design Group, in the additional amount not to exceed \$49,207.50.

AMENDMENT NO. 9 TO CONTRACT FOR DESIGN CONSULTANT SERVICES

This Amendment made and entered into this _____ day of _____, 2023, by and between the Norman Municipal Authority, a Public Trust having the City of Norman as it's Beneficiary, and the City of Norman, a municipal corporation (collectively hereafter the "City"), and their successors in interest, and PDG, LLC. d.b.a. Planning Design Group ("Design Consultant").

WITNESSETH:

WHEREAS, the Authority and the Design Consultant entered into a contract on March 14, 2017 entitled:

**CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES:
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX**

WHEREAS, additional funding was made available to provide for additional work by the Design Consultant team as outlined in Amendment Nos. Three and Six to Contract K-1617-114 ("Amd. 3 and 6"), in order to develop construction drawings for a new Multi-Departmental Maintenance Facility based on the results of the Master Planning Process; and

WHEREAS, the improvements contemplated by Amd. 3 and 6 included an additional scope of work to complete construction documents for the expansion of the fleet wash which will include an addition of a full-length bay to the East of the fleet wash for work in Phase 2A, and added Construction Administration Services for the Transit/Fire Maintenance Facility (Including the addition of a Fire Department Reserve Storage Facility and the Fleet Vehicle Wash Building).

WHEREAS, a substantial project budget increase as well as unforeseen industry factors affecting supply and price resulted in a need for substantial redesign.

WHEREAS, the parties have negotiated in good faith to identify the amount of additional service costs which are legally and justifiably borne by the City under the circumstances.

WHEREAS, the parties desire that the original contract, and all pertinent amendments and thereto, be amended so as to increase the contract price to compensate Design Consultant for the additional design services; and

WHEREAS, the Fleet Wash Building portion of the original project scope was ultimately separated by the City from the original design. At the City's option, it has been treated as its own design and construction project, and as Phase II of the original contract.

WHEREAS, Phase II was separately bid and shall utilize a different contractor for construction than the Phase I covered by the original project scope outlined above.

WHEREAS, the parties wish to amend this Agreement to address Design Consultant's provision of Construction Administration Services, including the services of any contractors or subcontractors of Design Consultant, for Phase II as outlined herein.

WHEREAS, the total compensation to be paid to the Design Consultant for this Contract all Amendments, including this one, shall be as follows:

For the original Contract:

Not to exceed \$761,000 for Design Consultant services

For Amendment No. 1:

Not to exceed \$430,280 for Design Consultant services

For Amendment No. 2:

Not to exceed \$120,000 for Design Consultant services

For Amendment No. 3:

Not to exceed \$316,370 for Design Consultant services

For Amendment No. 4:

Not to exceed \$70,000 for Design Consultant services

For Amendment No. 5:

Not to exceed \$49,500 for Design Consultant services

For Amendment No. 6:

Not to exceed \$40,000 for Design Consultant services

For Amendment No. 7:

Not to exceed \$71,000 for Design Consultant services

For Amendment No. 8:

No change to contract amount.

For Amendment No. 9:

Not to exceed \$49,207.50 for Design Consultant services

Total Amended Contract:

Not to exceed \$1,907,357.50 (and increase of \$49,207.50) for all services.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

- I. Amend Paragraph 2. **Basic Services** to read as follows:

Basic Services. The Design Consultant is hereby engaged and employed by the City to perform in accordance with good Design Consultant practices and in the best interest of the City all of the work as set out in the Original Contract herein, and all amendments thereto, and herein as outlined in Item III, amended Exhibit A – Scope of Work, incorporated as a part of this Contract:

- II. Amend Paragraph 4. **Compensation.** To read as follows:

Compensation. The aggregate total compensation for all Design Consultant services under this Contract shall not exceed a total fee of \$1,907,357.50 (an increase of \$49,207.50) for Basic Services as specifically set forth in Exhibit B, attached hereto and incorporated herein.

- III. Amend **Exhibit A – SCOPE OF WORK** by adding the following section:

ADDITIONAL SCOPE OF SERVICES – STREET & PARK ROAD PHASE – Scope of Work:

PHASE II – Scope of Work:

- | | |
|---------------|-----------------------|
| TASK 1 | SITE SURVEY |
| 1.1 | No Change to Contract |
| TASK 2 | GEOTECHNICAL |
| 2.1 | No Change to Contract |
| TASK 3 | MASTER PLAN |
| 1.1 | No Change to Contract |

TASK 4A	DESIGN DEVELOPMENT SERVICES FOR THE TRANSIT/FIRE MAINTENANCE FACILITY (Including the addition of a Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building) No Change to Contract	<div>Item 8.</div>
TASK 4B	DESIGN DEVELOPMENT SERVICES FOR THE PARKS MAINTENANCE FACILITY No Change to Contract	
TASK 5A	CONSTRUCTION DOCUMENTS SERVICES FOR THE TRANSIT/FIRE MAINTENANCE FACILITY (Including the addition of a Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building)	
5.1A	Redesign of the Fleet Wash Bay Building with Concrete Masonry Units (CMU) and estimating services for the redesigned project. This additional scope of services included in Phase 2 was directed by the Owner.	
TASK 5B	CONSTRUCTION DOCUMENTS SERVICES FOR THE PARKS MAINTENANCE FACILITY No Change to Contract	
TASK 6A	CONSTRUCTION ADMINISTRATION SERVICES FOR THE TRANSIT/FIRE MAINTENANCE FACILITY (Including the addition of a Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building)	
6.1A	Additional Construction Administration services for the completion of a second phase of construction for the Phase 2 Fleet Wash Bay Building.	
TASK 6B	CONSTRUCTION ADMINISTRATION SERVICES FOR THE PARKS MAINTENANCE FACILITY	
6.1B	No Change to Contract	

IV. **Amend EXHIBIT B – Compensation** as attached hereto.

**EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX
TRANSIT/FIRE AND PARKS MAINTENANCE FACILITIES
PAGE 1**

Under the terms of this Contact, the Landscape Architect agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$1,907,357.50 (an increase of \$49,207.50) for Basic Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$1,907,357.50 (an increase of \$49,207.50), and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic services.

The Landscape Architect may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

A. FEE BREAKDOWN BY TASKS

Task 1 an amount not to exceed:

No Change	NO CHANGE.
-----------	------------

Task 2 an amount not to exceed:

No Change	NO CHANGE.
-----------	------------

Task 3 an amount not to exceed:

No Change	NO CHANGE.
-----------	------------

Task 4A an amount not to exceed:

No Change	NO CHANGE.
-----------	------------

Task 4B an amount not to exceed:

No Change	NO CHANGE.
-----------	------------

Task 5A an additional amount not to exceed:

\$242,725.00 (an increase of 11,675.00)	Prepare and submit Construction Drawings and Specifications for revised Phase 2 Fleet Wash Building.
---	--

Task 5B an additional amount not to exceed:

No Change	No Change
-----------	-----------

**EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX
TRANSIT/FIRE AND PARKS MAINTENANCE FACILITIES
PAGE 2**

Task 6A an additional amount not to exceed:

\$132,197.50 (an increase of \$37,532.50)

Perform Bidding and Construction Administration services for Phase 2 of the Fleet Wash Building.

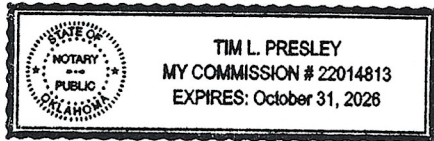
Task 6B an additional amount not to exceed:

No Change

NO CHANGE.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Design Consultant that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first written above.



ATTEST:

By: TIM L. PRESLEY

Subscribed and Sworn to me this 18 day of JAN. 2023

Notary Public [Signature]

Commission# / Expiration: 22014813
OCT. 31, 2026

"LANDSCAPE ARCHITECT"

PDG, LLC. d.b.a.
PLANNING DESIGN GROUP

By: [Signature]
James Crosby, PLA, ASLA, President

Date: 1/18/2023

"AUTHORITY"

THE NORMAN MUNICIPAL AUTHORITY,
A Public Trust having the City of
Norman as its Beneficiary

ATTEST: _____

Authority Secretary

By: _____

Authority Chairperson

"CITY"

THE CITY OF NORMAN,
A Municipal Corporation

ATTEST: _____

City Clerk

By: _____

Mayor

Approved as to legality and form this _____ day of _____, 2023.

City Attorney/General Counsel

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE GUARANTEED MAXIMUM PRICE BY \$3,500,000 TO PROVIDE FOR THE GUARANTEED MAXIMUM PRICE FOR THE CONSTRUCTION OF THE NORMAN MUNICIPAL COURT PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/24/2023

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE GUARANTEED MAXIMUM PRICE BY \$3,500,000 TO PROVIDE FOR THE GUARANTEED MAXIMUM PRICE FOR THE CONSTRUCTION OF THE NORMAN MUNICIPAL COURT PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

City Council and Norman Municipal Authority, in its meeting of March 12, 2020, approved Contract K-1920-133 with Crossland Construction Company, Inc., in the amount of \$32,390, to provide Construction Manager at Risk Services (CMaR) for the Municipal Complex Renovation Project. On March 23, 2021, Amendment No. One was approved by Council to establish the guaranteed maximum price (GMP) of \$6,392,330 for the Development Center portion of the project. On October 26, 2021, City Council approved Amendment No. Two to K-1920-133, setting a GMP of \$667,562 for the City Hall portion of the project. Amendment No. Three to K-1920-133 in the amount of \$492,185.38 covered additional costs related to asbestos removal in the Development Center portion of the project.

DISCUSSION: Construction bids for the Norman Municipal Court were opened on January 5, 2023. Initial review appeared bids to have been over the project budget; however, once staff met with the Project Team and conducted a “value engineering” (potential cost savings identification) process to alter some materials without reducing the quality of the end product, the GMP is now within budgeted funds.

A guaranteed maximum price (GMP) of \$3,500,000 for construction has been established for this project and can be awarded by amendment to this current project. \$3,307,325 of the 2008 Bond funds remain unappropriated for this project and are planned to go towards construction of the new Municipal Court building. Additional funds to cover the remaining costs are budgeted in the Municipal Complex Renovation/Expansion, Construction (Account 50196644-46101; Project BG0075).

RECOMMENDATION: Staff recommends City Council approve Amendment No. Four to Contract K-1920-133 with Crossland Construction Company, Inc., increasing the Municipal Court GMP by \$3,500,000. Staff further recommends \$3,307,325 be appropriated from Capital Fund Balance – 2020A GO Bond (Account 50-29000) to Municipal Complex Renovation/Expansion, Construction (Account 50196644-46101, Project BP0045).

**AMENDMENT NO. 4 TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN
THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY AND
CROSSLAND CONSTRUCTION COMPANY, INC.**

THIS AMENDMENT NO. 4 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this “Third Amendment”) is made as of January 24, 2023, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma (“NMA”), the City of Norman, Oklahoma, (“CON”) a municipality and CROSSLAND CONSTRUCTION COMPANY, INC., an Oklahoma corporation (the “Construction Manager”).

RECITALS:

A. NMA, CON and Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract K-1920-133), dated March 24, 2020 (the “Agreement”), for design phase review and complete construction services related to the Municipal Complex Renovation Project, located at 201 West Gray Street, Norman, Oklahoma (the “Municipal Complex”). Agreement No. 1 was for the Development Center portion of the project and Amendment No. 2 was for Building 201 (City Hall). Amendment No. Three covered the additional costs associated with the abatement of asbestos in the Development Center. Amendment No. 4 is for the Municipal Court Renovation (Building A). Unless otherwise set forth herein, all capitalized terms used in this Fourth Amendment shall have the meanings ascribed to them in the Agreement.

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 has submitted the GMP Proposal based on the bids received.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, the City, NMA and the Construction Manager hereby agree as follows:

1. GMP Established. The Construction Manager’s guaranteed maximum price for the Municipal Court portion of 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 \$3,500,000. The GMP is the total compensation from the City

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. A written statement of its basis for the GMP proposal is attached hereto as Exhibit A and incorporated herein by reference.

B. Documents. 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. A list of allowances related to the Work and a statement of their basis is attached hereto as Exhibit C and incorporated herein by reference.

D. Assumptions. 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. 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. The 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.

I. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of Exhibit I.

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) NMA is not currently in default, nor has been in default at any time prior to this First 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 First Amendment are forever waived.


[SIGNATURES ON FOLLOWING PAGES]

Contract No. K-1920-133
Amendment No. 4

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 Chairperson of the Norman Municipal Authority.

**CONSTRUCTION MANAGER
(CROSSLAND CONSTRUCTION COMPANY, INC.)**

By: 
Name: Aaron Stoops
Title: VP- OMC
Date: 1-17-23

ATTEST:
By: 
Subscribed and Sworn to me this 17 day of Jan, 2023.

Commission Number: 22016896
Expiration Date: 12/23/2026



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 on this _____ day of _____, 2023.

By: _____
Larry Heikkila, Mayor

ATTEST:

By: _____
Brenda Hall, City Clerk

CROSSLAND

CONSTRUCTION COMPANY, INC.

Exhibit A – Basis for GMP

K-1920-113 - Municipal Courts Renovation
January 13th, 2023

408 NE 145th Place
Oklahoma City, OK 73013
tel 405.748.5043
fax 405.748.7214

Brenda Hall
City Clerk
City of Norman

RE: City of Norman Municipal Complex Renovation – Municipal Courts
Recommendation Award Letter Bid Package #01 - Letter #1

Dear Mrs. Hall,

For the above referenced project, we are proposing a guaranteed maximum price (GMP) of three million five hundred thousand dollars (\$3,500,000).

Bids for the City of Norman Courts Renovation – Bid Package #1, were received and publicly read aloud in the city council chambers at 201 W Gray St. Norman, OK on January 5th, 2023 at 2:00 PM CST. The bidding process was conducted 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.

<u>Subcontractor / Supplier</u>	<u>Total</u>
2A Demolition (M&M Wrecking)	\$64,600
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, M&M Wrecking, for this trade contract. Scope includes the entirety of trade contract 2A as detailed in Bid Package #01 documents. 	
3A Concrete (Crossland)	\$120,000
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Crossland, for this trade contract. Scope includes the entirety of trade contract 3A as detailed in Bid Package #01 documents. 	
5A Structural Steel (Weibee Steel)	\$110,000
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Weibee Steel, for this trade contract. Scope includes the entirety of trade contract 5A as detailed in Bid Package #01 documents. 	
6A Millwork (FADCO)	\$329,015
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, FADCO, for this trade contract. Scope includes the entirety of trade contract 6A as detailed in Bid Package #01 documents. 	
7B Joint Sealants and Waterproofing (OK Building Solutions)	\$16,910
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, OK Building Solutions, for this trade contract. Scope includes the entirety of trade contract 7B as detailed in Bid Package #01 documents. 	

- 8A Door Assemblies Supply (Piper Weatherford) \$96,425**
- Crossland Construction is recommending responsive low bidder, Piper Weatherford, for this trade contract. Scope includes the entirety of trade contract 8A as detailed in Bid Package #01 documents.
- 8B Door Assemblies Install (GIO Construction) \$11,202**
- Crossland Construction is recommending responsive low bidder, GIO Construction, for this trade contract. Scope includes the entirety of trade contract 8B as detailed in Bid Package #01 documents.
- 8C Glass and Glazing (Accent Glass) \$121,600**
- Crossland Construction is recommending responsive low bidder, Accent Glass, for this trade contract. Scope includes the entirety of trade contract 8C as detailed in Bid Package #01 documents.
- 9A Gypsum Assemblies (Express Drywall) \$237,185**
- Crossland Construction is recommending responsive low bidder, Express Drywall, for this trade contract. Scope includes the entirety of trade contract 9A as detailed in Bid Package #01 documents.
- 9B Flooring and Wall Tile (Bryan's Flooring) \$133,200**
- Crossland Construction is recommending responsive low bidder, Bryan's Flooring, for this trade contract. Scope includes the entirety of trade contract 9B as detailed in Bid Package #01 documents.
- 9C Painting (Baca and Sons) \$48,333**
- Crossland Construction is recommending responsive low bidder, Baca and Sons, for this trade contract. Scope includes the entirety of trade contract 9C as detailed in Bid Package #01 documents.
- 10A Specialties (Czarnecki) \$34,324**
- Crossland Construction is recommending responsive low bidder, Czarnecki, for this trade contract. Scope includes the entirety of trade contract 10A as detailed in Bid Package #01 documents.
- 10B Signage (Lektron) \$29,145**
- Crossland Construction is recommending responsive low bidder, Lektron, for this trade contract. Scope includes the entirety of trade contract 10B as detailed in Bid Package #01 documents.
- 12A Window Treatments (Russel Interiors) \$5,430**
- Crossland Construction is recommending responsive low bidder, Lektron, for this trade contract. Scope includes the entirety of trade contract 12A as detailed in Bid Package #01 documents.
- 13A Canopies (Accent Glass) \$20,200**
- Crossland Construction is recommending responsive low bidder, Accent Glass, for this trade contract. Scope includes the entirety of trade contract 13A as detailed in Bid Package #01 documents.
- 21A Fire Suppression (Fraiser Fire) \$59,750**
- Crossland Construction is recommending responsive low bidder, Fraiser Fire, for this trade contract. Scope includes the entirety of trade contract 21A as detailed in Bid Package #01 documents.
- 22A Plumbing (Pippin Brothers) \$199,000**
- Crossland Construction is recommending responsive low bidder, Pippin Brothers, for this trade contract. Scope includes the entirety of trade contract 22A as detailed in Bid Package #01 documents.
- 23A HVAC (DeHart Air) \$351,100**
- Crossland Construction is recommending responsive low bidder, DeHart Air, for this trade contract. Scope includes the entirety of trade contract 23A as detailed in Bid Package #01 documents.
- 26A Electrical (Wade Electric) \$462,478**
- Crossland Construction is recommending responsive low bidder, Wade Electric, for this trade contract. Scope includes the entirety of trade contract 26A as detailed in Bid Package #01 documents.

27A Audio Visual Systems (Techsico)**\$130,724**

- Crossland Construction is recommending responsive low bidder, Techsico, for this trade contract. Scope includes the entirety of trade contract 27A as detailed in Bid Package #01 documents.

27B Structured Cabling (Techsico)**\$76,717**

- Crossland Construction is recommending responsive low bidder, Techsico, for this trade contract. Scope includes the entirety of trade contract 27B as detailed in Bid Package #01 documents.

28A Fire Alarm (Minntech)**\$14,685**

- Crossland Construction is recommending responsive low bidder, Minntech, for this trade contract. Scope includes the entirety of trade contract 28A as detailed in Bid Package #01 documents.

28B Access Control & Security (Trans-Tel)**\$59,085**

- Crossland Construction is recommending responsive low bidder, Trans-Tel, for this trade contract. Scope includes the entirety of trade contract 28B as detailed in Bid Package #01 documents.

33A Site Utilities (H&H Plumbing)**\$56,180**

- Crossland Construction is recommending responsive low bidder, H&H Plumbing, for this trade contract. Scope includes the entirety of trade contract 33A as detailed in Bid Package #01 documents.

Please contact me should you have any questions.

Sincerely,



Justin Lockwood
Director of Preconstruction
Crossland Construction Company

Project Documents List

Municipal Court Renovation

Drawings Dated 11.15.22 from The McKinney Partnership Architects

GENERAL INFORMATION		MECHANICAL	
A0.0	PROJECT INFORMATION	M0.1	MECHANICAL LEGENDS AND ABBREVIATIONS
A0.1	PARTITION TYPES	MD1.1	MECHANICAL DEMOLITION PLAN
A0.2	ACCESSIBLE FIXTURES AND MOUNTING / TOILET ACCESSORY SCHEDULE	MD1.2	MECHANICAL PIPING DEMOLITION PLAN
A0.3	EXISTING SITE SURVEY	M1.1	HYAC PLAN
		M1.2	MECHANICAL PIPING PLAN
		M1.5	MECHANICAL ROOF PLAN
C-101	UTILITY PLAN	M5.1	MECHANICAL DETAILS
C-201	TYPICAL DETAILS	M5.2	MECHANICAL DETAILS
C-202	TYPICAL DETAILS	M5.3	MECHANICAL DETAILS
STRUCTURAL		M6.1	MECHANICAL SCHEDULES
S1.1	GENERAL NOTES		
S1.2	SPECIAL INSPECTION		
S2.0	OVERALL PLAN		
S2.1	FOUNDATION AND FRAMING PLAN		
S3.0	FRAMING ELEVATIONS		
S4.1	FOUNDATION DETAILS		
S5.1	FRAMING DETAILS		
LANDSCAPE		ELECTRICAL	
L1.0	LANDSCAPE PLAN	E0.1	ELECTRICAL NOTES AND LEGEND
L1.1	LANDSCAPE DETAILS	ED1.1	ELECTRICAL DEMO PLAN
		E1.1	ELECTRICAL POWER PLAN
		E1.2	ELECTRICAL EQUIPMENT PLAN
		E1.3	ELECTRICAL ROOF PLAN
		E2.1	ELECTRICAL LIGHTING PLAN
		E2.2	ELECTRICAL LIGHTING SCHEDULE
		E3.1	ELECTRICAL RISER DIAGRAM
		E3.2	ELECTRICAL SCHEDULES
		E4.1	ELECTRICAL DETAILS
		E4.2	FIRE ALARM
		PLUMBING	
		P0.1	PLUMBING LEGENDS AND ABBREVIATIONS
		P1.1	PLUMBING WASTE & VENT PLAN
		P2.1	PLUMBING SUPPLY PLAN
		P3.1	ENLARGEMENTS – PLUMBING
		P4.1	DETAILS – PLUMBING
		P4.2	DETAILS – PLUMBING
		P4.3	DETAILS – PLUMBING
		P6.1	PLUMBING SCHEDULES
		FIRE PROTECTION	
		FP0.1	FIRE PROTECTION TITLE SHEET
		FP1.1	FLOOR PLAN – FIRE PROTECTION
		TECHNOLOGY	
		T0.0	TELECOM SYMBOLS AND ABBREVIATIONS
		TD1.1	FIRST FLOOR DEMO PLAN–TELECOM
		T1.1	FLOOR PLAN–TELECOM
		T2.0	ENLARGED FLOOR PLANS–TELECOM
		T3.0	RISERS–TELECOM
		T3.1	RISERS–TELECOM
		T4.0	DETAILS–TELECOM
		T4.1	DETAILS–TELECOM
		T4.2	DETAILS–TELECOM
		T4.3	DETAILS–TELECOM
		T4.4	DETAILS–TELECOM
		T4.5	DETAILS–TELECOM
		T5.0	SCHEDULES–TELECOM
		T5.1	SCHEDULES–TELECOM

Specifications Dated 11.15.22 from The McKinney Partnership Architects**PROCUREMENT AND CONTRACTING REQUIREMENTS****DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

- 000110 - Table of Contents
- Structural Engineers Table of Contents
- MEP Engineers Table of Contents
- Technology Engineers Table of Contents
- 004323 - Alternates Form
- 004325 - Substitution Request Form - During Procurement

SPECIFICATIONS**DIVISION 01 -- GENERAL REQUIREMENTS**

- 012000 - Price and Payment Procedures
- 012300 - Alternates
- 012500 - Substitution Procedures
- 013000 - Administrative Requirements
- 014000 - Quality Requirements
- 016000 - Product Requirements
- 016116 - Volatile Organic Compound (VOC) Content Restrictions
- 017000 - Execution and Closeout Requirements
- 017800 - Closeout Submittals
- 017900 - Demonstration and Training

DIVISION 02 -- EXISTING CONDITIONS

- 024100 - Demolition

DIVISION 03 -- CONCRETE - REFER TO THE ATTACHED KFC ENGINEERING TABLE OF CONTENTS**DIVISION 04 -- MASONRY**

- 042000 - Unit Masonry

DIVISION 05 -- METALS - REFER TO THE ATTACHED KFC ENGINEERING TABLE OF CONTENTS AND BELOW

- 055213 - Pipe and Tube Railings

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

- 061000 - Rough Carpentry
- 062000 - Finish Carpentry
- 064100 - Architectural Wood Casework

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- 072100 - Thermal Insulation
- 072400 - Exterior Insulation and Finish Systems
- 072500 - Weather Barriers
- 075300 - Elastomeric Membrane Roofing
- 076200 - Sheet Metal Flashing and Trim
- 079200 - Joint Sealants

DIVISION 08 -- OPENINGS

- 081113 - Hollow Metal Doors and Frames
- 081116 - Aluminum Doors and Frames (Interior)
- 081416 - Flush Wood Doors
- 083100 - Access Doors and Panels
- 084313 - Aluminum-Framed Storefronts (Exterior)
- 087100 - Door Hardware
- 088000 - Glazing

DIVISION 09 -- FINISHES

- 092116 - Gypsum Board Assemblies
- 093000 - Tiling
- 095100 - Acoustical Ceilings
- 095126 - Wall Units
- 096500 - Resilient Flooring
- 096813 - Tile Carpeting
- 099113 - Exterior Painting
- 099123 - Interior Painting

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- 102100 - Toilet Compartments
- 102600 - Wall and Door Protection
- 102800 - Toilet, Bath, and Laundry Accessories
- 104400 - Fire Protection Specialties
- 107316.13 - Metal Canopies

DIVISION 11 -- EQUIPMENT**DIVISION 12 -- FURNISHINGS**

- 122400 - Window Shades
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- 131010 - Bullet Resistant Partitions and Equipment

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Other reports to be included as part of the contract documents:

Crossland Construction – Bid Package #1 Dated 12/6/2022

Allowances

- **Roofing Allowance**

\$10,487

- Per City of Norman the intent is to re-roof the entirety of the new Municipal Court Building along with the small portion of new roof and tying in of new roof penetrations. Based on acceptance of discussed VE items the roofing allowance will be increased by the amount equal to the any formally approved value engineering items. Once all VE is approved the roofing scope is to be re-bid per Title 61 requirements.

Assumptions.

1. City of Norman to provide relocation of metal detector, safe and refrigerated noted in plans to be moved by contractor.
2. City of Norman to complete the entirety of Landscaping and Irrigation in contract documents.
3. City of Norman is covering cost differential between roofing allowance shown for repairs in the contract documents and the cost to cover a full re-roof of the building.

**Proposed GMP
Bid Tab**

CoN Municipal Court Renovation			
GMP Summary			
Bid Tab			
CoN Municipal Court Renovation		GMP Summary	Subcontractor
SF:	14,550		
Date:	1/16/2023		
BP#	Description	Bid Price	Subcontractor
2A	Demolition	\$ 64,600	M&M
3A	Concrete	\$ 120,000	Crossland
4A	Masonry	\$ 25,000	ALLOWANCE
5A	Structural Steel	\$ 110,000	Weibee Steel
6A	Architectural Millwork	\$ 329,015	Fadco
7A	Roofing	\$ 10,487	ALLOWANCE
7B	Joint Sealants & Waterproofing	\$ 16,910	OK Building Sol.
8A	Door Assemblies – Supply	\$ 96,425	Piper Weatherford
8B	Door Assemblies – Install	\$ 11,202	GIO Const.
8C	Glass & Glazing	\$ 121,600	Accent Glass
9A	Gypsum Assemblies	\$ 237,185	Express Drywall
9B	Flooring & Wall Tile	\$ 133,200	Bryans Flooring
9C	Painting & Wall Covering	\$ 48,333	Baca
10A	Specialties	\$ 34,324	Czarniecki
10B	Signage	\$ 29,145	Lektron
12A	Window Treatments	\$ 5,430	Russel Interiors
13A	Special Construction	\$ 20,200	Accent Glass
21A	Fire Suppression	\$ 59,750	Fraiser Fire
22A	Plumbing	\$ 199,000	Pippen Bros
23A	HVAC	\$ 351,100	DeHart
26A	Electrical	\$ 462,478	Wade Electric
27A	Audio Visual	\$ 130,724	Techsico
27B	Structured Cabling	\$ 76,717	Techsico
28A	Fire Alarm	\$ 14,685	Minntech
28B	Access Control & Security	\$ 59,085	Trans-Tel
32D	Landscape, Irrigation, & Plantings		BY Owner
33A	Site Utilities (Gas, Water, Sewer)	\$ 56,180	H&H Plumbing
	Cost for relocating misc. fixtures		BY Owner
	Cost to fix existing systems		BY Owner
	Subtotal Direct Costs	\$ 2,822,776	
	Construction Contingency	\$ 112,911	
	General Conditions	\$ 274,050	
	Project Requirements	\$ 167,012	
	Construction Phase Fee	\$ 123,251	
Construction Total		\$ 3,500,000	

Trade Specific Bid Tabs

Trade Contract Identification									
2A Demolition									
Trade Contractor - Bid Summary									
Contractor:	Midwest wrecking	Total Demo	M&M	Rush OK					
Base Bid:	\$ 96,240	\$ 70,955	\$ 64,600	\$ 86,500					
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 96,240	\$ 70,955	\$ 64,600	\$ 86,500					
Crossland Construction Recommendation									
BASE BID:				M&M		Price			
TOTAL +/- ALT									

Trade Contract Identification									
3A Concrete									
Trade Contractor - Bid Summary									
Contractor:	Crossland								
Base Bid:	\$ 120,000								
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:									
Crossland Construction Recommendation									
BASE BID:				Crossland		Price			
TOTAL +/- ALT									

Trade Contract Identification									
4A Masonry									
Trade Contractor - Bid Summary									
Contractor:									
Base Bid:									
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:									
Crossland Construction Recommendation									
BASE BID:				Recommended Trade Contractor		Price			
TOTAL +/- ALT									

Trade Contract Identification									
5A Structural Steel									
Trade Contractor - Bid Summary									
Contractor:	Weibee Steel	Clint's Welding							
Base Bid:	\$ 110,000	\$ 83,265							
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:									
Crossland Construction Recommendation									
BASE BID:				Recommended Trade Contractor		Price			
TOTAL +/- ALT									

Trade Contract Identification									
6A Millwork									
Trade Contractor - Bid Summary									
Contractor:	Fadco	Bearwood							
Base Bid:	\$ 329,015	\$ 383,406							
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:									
Crossland Construction Recommendation									
BASE BID:				Recommended Trade Contractor		Price			
TOTAL +/- ALT									

Trade Contract Identification	
7A Roofing	
Trade Contractor - Bid Summary	
Contractor:	
Base Bid:	
Alt 1	
Alt 2	
Alt 3	
Alt 4	
Alt 5	
Alt 6	
Alt 7	
Alt 8	
Total:	
Crossland Construction Recommendation	
	Recommended Trade Contractor
BASE BID :	#N/A
TOTAL +/- ALT	\$ -

Trade Contract Identification	
7B Joint Sealants & Waterproofing	
Trade Contractor - Bid Summary	
Contractor:	OK Building Sol.
Base Bid:	\$ 16,910
Alt 1	
Alt 2	
Alt 3	
Alt 4	
Alt 5	
Alt 6	
Alt 7	
Alt 8	
Total:	
Crossland Construction Recommendation	
	Recommended Trade Contractor
BASE BID :	OK Building Sol.
TOTAL +/- ALT	\$ 16,910.00

Trade Contract Identification	
8A DFHW-Supply	
Trade Contractor - Bid Summary	
Contractor:	CBS Manhattan Piper Weatherford
Base Bid:	\$ 102,700 \$ 96,425
Alt 1	
Alt 2	
Alt 3	
Alt 4	
Alt 5	
Alt 6	
Alt 7	
Alt 8	
Total:	
Crossland Construction Recommendation	
	Recommended Trade Contractor
BASE BID :	Piper Weatherford
TOTAL +/- ALT	\$ 96,425.00

Trade Contract Identification	
8B DFHW-Install	
Trade Contractor - Bid Summary	
Contractor:	GIO Const. Red Mountain
Base Bid:	\$ 11,202 \$ 17,200
Alt 1	
Alt 2	
Alt 3	
Alt 4	
Alt 5	
Alt 6	
Alt 7	
Alt 8	
Total:	
Crossland Construction Recommendation	
	Recommended Trade Contractor
BASE BID :	GIO Const.
TOTAL +/- ALT	\$ 11,202.45

Trade Contract Identification	
8C Glass & Glazing	
Trade Contractor - Bid Summary	
Contractor:	Advantage Glass Accent Glass Crystal Ave. C Glass
Base Bid:	\$ 184,000 \$ 121,600 \$ 140,285 \$ 152,360
Alt 1	
Alt 2	
Alt 3	
Alt 4	
Alt 5	
Alt 6	
Alt 7	
Alt 8	
Total:	
Crossland Construction Recommendation	
	Recommended Trade Contractor
BASE BID :	Accent Glass
TOTAL +/- ALT	\$ 121,600.00

Trade Contract Identification							
9A Gypsum Assemblies							
Trade Contractor - Bid Summary							
Contractor:	Wiljo	Higgins Group	Ok Ceiling Sys.	Corona	Express Drywall	Green Country	
Base Bid:	\$ 284,950	\$ 431,750	\$ 251,840	\$ 325,583	\$ 237,185	\$ 319,535	
Alt 1							
Alt 2							
Alt 3							
Alt 4							
Alt 5							
Alt 6							
Alt 7							
Alt 8							
Total:							
Crossland Construction Recommendation							
Recommended Trade Contractor						Price	
BASE BID :						\$	237,185.00
TOTAL +/- ALT						\$	-

Trade Contract Identification							
9B Flooring & Wall Tile							
Trade Contractor - Bid Summary							
Contractor:	TCS Flooring	UC Flooring	Bryans Flooring				
Base Bid:	\$ 176,413	\$ 203,821	\$ 133,200				
Alt 1							
Alt 2							
Alt 3							
Alt 4							
Alt 5							
Alt 6							
Alt 7							
Alt 8							
Total:							
Crossland Construction Recommendation							
Recommended Trade Contractor						Price	
BASE BID :						\$	133,200.00
TOTAL +/- ALT						\$	-

Trade Contract Identification							
9C Painting							
Trade Contractor - Bid Summary							
Contractor:	Cherokee Painting	Real Eagle	Quality Interiors	Martin Bros	Vegas Drywall	C&J Painting	ALPR
Base Bid:	\$ 62,380	\$ 79,126	\$ 78,605	\$ 74,500	\$ 73,140	\$ 105,625	\$ 74,000
Alt 1							
Alt 2							
Alt 3							
Alt 4							
Alt 5							
Alt 6							
Alt 7							
Alt 8							
Total:							
Crossland Construction Recommendation							
Recommended Trade Contractor						Price	
BASE BID :						\$	48,333.00
TOTAL +/- ALT						\$	-

Trade Contract Identification							
10A Specialties							
Trade Contractor - Bid Summary							
Contractor:	Czarniecki	Red Mountain					
Base Bid:	\$ 34,324	\$ 49,900					
Alt 1							
Alt 2							
Alt 3							
Alt 4							
Alt 5							
Alt 6							
Alt 7							
Alt 8							
Total:							
Crossland Construction Recommendation							
Recommended Trade Contractor						Price	
BASE BID :						\$	34,324.42
TOTAL +/- ALT						\$	-

Trade Contract Identification							
10B Signage							
Trade Contractor - Bid Summary							
Contractor:	Lektron						
Base Bid:	\$ 29,145						
Alt 1							
Alt 2							
Alt 3							
Alt 4							
Alt 5							
Alt 6							
Alt 7							
Alt 8							
Total:							
Crossland Construction Recommendation							
Recommended Trade Contractor						Price	
BASE BID :						\$	29,145.00
TOTAL +/- ALT						\$	-

Trade Contract Identification							
12A Window Treatments							
Trade Contractor - Bid Summary							
Contractor:	Russel Interiors	Contract Drapery					
Base Bid:	\$ 5,430	\$ 6,785					
Alt 1							
Alt 2							
Alt 3							
Alt 4							
Alt 5							
Alt 6							
Alt 7							
Alt 8							
Total:							
Crossland Construction Recommendation							
Recommended Trade Contractor		Price					
BASE BID :	Russel Interiors					\$	5,430.00
TOTAL +/- ALT						\$	-

Trade Contract Identification							
13A Aluminum Canopies							
Trade Contractor - Bid Summary							
Contractor:	Accent Glass	Flowers Const					
Base Bid:	\$ 20,200	\$ 21,885					
Alt 1							
Alt 2							
Alt 3							
Alt 4							
Alt 5							
Alt 6							
Alt 7							
Alt 8							
Total:							
Crossland Construction Recommendation							
		Recommended Trade Contractor				Price	
BASE BID :	Accent Glass				\$	20,200.00	
TOTAL +/- ALT						\$	-

Trade Contract Identification							
21A Fire Suppression							
Trade Contractor - Bid Summary							
Contractor:	Kanske Fire	Fraiser Fire					
Base Bid:	\$ 77,600	\$ 59,750					
Alt 1	\$ 35,000	\$ 35,000					
Alt 2							
Alt 3							
Alt 4							
Alt 5							
Alt 6							
Alt 7							
Alt 8							
Total:							
Crossland Construction Recommendation							
		Recommended Trade Contractor				Price	
BASE BID :		Fraiser Fire				\$	59,750.00
TOTAL +/- ALT						\$	-

Trade Contract Identification							
22A Plumbing							
Trade Contractor - Bid Summary							
Contractor:	Pippen Bros	Metropolitan	Waggoner's	Air Engineering			
Base Bid:	\$ 199,000	\$ 570,920	\$ 213,077	\$ 293,710			
Alt 1							
Alt 2							
Alt 3							
Alt 4							
Alt 5							
Alt 6							
Alt 7							
Alt 8							
Total:							
Crossland Construction Recommendation							
		Recommended Trade Contractor			Price		
BASE BID :		Pippen Bros			\$	199,000.00	
TOTAL +/- ALT					\$	-	

Trade Contract Identification							
23A HVAC							
Trade Contractor - Bid Summary							
Contractor:	Pippen Bros	Metropolitan	Waggoner's	DeHart	Air Engineering		
Base Bid:	\$ 432,000	\$ 570,920	\$ 614,025	\$ 351,100	\$ 584,721		
Alt 1							
Alt 2							
Alt 3							
Alt 4							
Alt 5							
Alt 6							
Alt 7							
Alt 8							
Total:							
Crossland Construction Recommendation							
		Recommended Trade Contractor				Price	
BASE BID :		DeHart				\$	351,100.00
TOTAL +/- ALT						\$	-

Trade Contract Identification								
26A Electrical								
Trade Contractor - Bid Summary								
Contractor:	Prime Electric	Wade Electric	Bright Electric	Minntech				
Base Bid:	\$ 591,611	\$ 462,478	\$ 541,180	\$ 498,400				
Alt 1								
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:								
Crossland Construction Recommendation								
Recommended Trade Contractor				Price				
BASE BID :	Wade Electric			\$	462,478.00			
TOTAL +/- ALT				\$	-			

Trade Contract Identification								
27A Audio Visual System								
Trade Contractor - Bid Summary								
Contractor:	Ford AV	Techsico	Trans-Tel	AVL Systems				
Base Bid:	\$ 236,293	\$ 130,724	\$ 203,724	\$ 138,810				
Alt 1								
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:								
Crossland Construction Recommendation								
Recommended Trade Contractor				Price				
BASE BID :	Techsico			\$	130,724.00			
TOTAL +/- ALT				\$	-			

Trade Contract Identification								
27B Structured Cabling								
Trade Contractor - Bid Summary								
Contractor:	Techsico	Trans-Tel	Prime Electric					
Base Bid:	\$ 76,717	\$ 231,947	\$ 88,018					
Alt 1								
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:								
Crossland Construction Recommendation								
Recommended Trade Contractor				Price				
Techsico								
BASE BID :				\$	76,717.00			
TOTAL +/- ALT				\$	-			

Trade Contract Identification								
28A Fire Alarm								
Trade Contractor - Bid Summary								
Contractor:	Techsico	Johnson Controls	Mintech	Hi Tech Tronics				
Base Bid:	\$ 27,852	\$ 15,584	\$ 14,685	\$ 23,463				
Alt 1								
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:								

Crossland Construction Recommendation		
	Recommended Trade Contractor	Price
BASE BID :	Mintech	\$ 14,685.00
TOTAL +/- ALT		\$ -


Trade Contract Identification								
28B Access Control & Security								
Trade Contractor - Bid Summary								
Contractor:	Techsico	Trans-Tel						
Base Bid:	\$ 64,118	\$ 59,085						
Alt 1								
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:								
Crossland Construction Recommendation								
Recommended Trade Contractor				Price				
BASE BID:	Trans-Tel			\$	59,085.15			
TOTAL +/- ALT				\$	-			

Trade Contract Identification								
32D Landscape, Irrigation & Plantings								
Trade Contractor - Bid Summary								
Contractor:	GreenShade	Grissom						
Base Bid:	\$ 28,941	\$ 19,605						
Alt 1								
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:								
Crossland Construction Recommendation								
Recommended Trade Contractor			Price					
BASE BID :		Grissom		\$		19,605.00		
TOTAL +/- ALT				\$		-		

Trade Contract Identification								
33A Site Utilities								
Trade Contractor - Bid Summary								
Contractor:	H&H Plumbing	Commercial	Young	Grooms & Pollard				
Base Bid:	\$ 56,180	\$ 64,970	\$ 140,750	\$ 92,099				
Alt 1								
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:								
Crossland Construction Recommendation								
Recommended Trade Contractor			Price					
BASE BID :		H&H Plumbing		\$		56,180.00		
TOTAL +/- ALT				\$		-		

Trade Contract Identification								
Combination Pricing								
Trade Contractor - Bid Summary								
Contractor:	Air Engineering	Pippen Bros	Metropolitain	Prime Electric	Mintech	TrasnTel		
Individual Price								
22A	\$ 293,710	\$ 199,000						
23A	\$ 584,721	\$ 432,000						
26A				\$ 591,611	\$ 498,400			
27A						\$ 203,724		
27B				\$ 88,018		\$ 231,947		
28A					\$ 14,685.00			
28B						\$ 59,085		
Combo Pricing	\$ 852,078	\$ 619,000	\$ 570,920	\$ 772,308	\$ 505,200	\$ 494,756		
Crossland Construction Recommendation								
Recommended Trade Contractor			Price					

Project Requirements

Project Requirements				
		Project Duration (mo)	10	
CoN Municipal Court Renovation		Total SF	14550	
Construction Services		\$	Cost Type	Notes for Clarity
1	CM Field Office, Furniture, & Furnishings	\$ 10,000.00	PRs	\$1000 @ 10 mo & \$0
2	Office Supplies	\$ 1,000.00	PRs	\$100 @ 10 mo & \$0
3	Project Sign	\$ 1,000.00	PRs	\$1000 @ 1 each & \$0
4	Superintendent Vehicles	\$ 10,000.00	PRs	\$1000 @ 10 mo & \$0
4	PM Vehicles	\$ 10,000.00	PRs	\$1000 @ 10 mo & \$0
5	Superintendent Fuel Expense	\$ 6,000.00	PRs	\$600 @ 10 mo & \$0
5	PM Fuel Expense	\$ 6,000.00	PRs	\$600 @ 10 mo & \$0
6	Jobsite Radios/Phones & Internet	\$ 5,000.00	PRs	\$500 @ 10 mo & \$0
7	Copy Machine & Maintenance	\$ 500.00	NC	\$50 @ 10 mo & \$0
8	Computers, Usage, Software & Maintenance	\$ -	NC	No Charge
9	Reproduction Expenses	\$ 1,000.00	NC	\$0 @ & \$1000
10	Field Office Telephone & Internet	\$ -	NC	No Charge
11	Postage & Expressage	\$ -	NC	No Charge
12	Office Janitorial	\$ 500.00	NC	\$50 @ 10 mo & \$0
13	Mobilization / Demobilization	\$ -	PRs	\$0 @ 1 ea & \$0
14	Punchlist/Misc	\$ 12,000.00	PRs	\$2000 @ 6 wks & \$0
15	Construction Photo's & Video's	\$ 3,500.00	PRs	\$350 @ 10 mo & \$0
16	Job Meetings & Ceremony Expenses	\$ -	NC	No Charge
17	Record Drawings / Closeout Manuals	\$ -	NC	No Charge
18	Material Handling	\$ -	PRs	\$0 @ 0 mo & \$0
19	Temporary Electric Service	\$ -	Owner	\$0 @ 14550 sf & \$0
20	Temporary Water	\$ -	Owner	\$0 @ 10 mo & \$0
21	Temporary Gas	\$ -	Owner	\$0 @ 14550 sf & \$0
22	Temporary Construction Services: Fencing	\$ 7,000.00	PRs	\$14 @ 500 lf & \$0
23	Security	\$ -	NC	No Charge
24	Temporary Toilets	\$ 8,150.00	PRs	\$200 @ 4 ea per mo & \$150
24	Water/Ice	\$ 1,000.00	PRs	\$100 @ 1 ea per mo & \$0
25	Temporary Tool /Storage Trailers	\$ 4,500.00	PRs	\$350 @ 1 ea per mo & \$1000
26	Dumpsters	\$ 12,750.00	PRs	\$425 @ 3 ea per mo & \$0
27	Safety	\$ 1,455.00	PRs	\$0.1 @ 14550 sf & \$0
28	Weekly Cleanup	\$ 8,800.00	PRs	\$880 @ 10 mo & \$0
29	Final Cleanup - Need to include pressure washing of brick.	\$ 7,857.00	PRs	\$0.54 @ 14550 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	\$ 2,500.00	PRs	
36	Misc Site Repairs/Sod at Demobilization	\$ -	Cost of Work	
37	Site Survey Control Points	\$ -	PRs	\$0 @ 1 ea & \$0
38	Dewatering	\$ 1,500.00	PRs	\$150 @ 10 days & \$0
39	Temporary Heat	\$ 25,000.00	PRs	\$2500 @ 10 days & \$0
40	Opening and Floor Protection	\$ 20,000.00	PRs	\$0.35 @ 14550 sf & \$0
Total Construction GCs & PRs		\$ 167,012.00		

General Conditions

General Conditions																					<div>CROSSLAND</div>			
CoN Municipal Court Renovation																					CONSTRUCTION COMPANY, INC.			
Team Members	(\$/hr)	Staff Assignments	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Total Hours	Total \$				
Construction Staffing																								
TBD	\$ 115	Sr. Project Manager																	0	\$ -				
TBD	\$ 105	Project Manager	87	87	87	87	87	87	87	87	87	87							870	\$ 91,350.00				
TBD	\$ 85	Asst. Project Manager																	0	\$ -				
TBD	\$ 75	Project Engineer																	0	\$ -				
TBD	\$ 105	Project Superintendent	174	174	174	174	174	174	174	174	174	174							1740	\$ 182,700.00				
TBD	\$ 85	Asst. Superintendent																	0	\$ -				
TBD	\$ 75	Field Engineer																	0	\$ -				
TBD	\$ 65	Safety Inspector																	0	\$ -				
Total Labor in General Conditions																			2610	\$ 274,050.00				

Substantial Completion

Substantial Completion is set as February 14th, 2024. This is based on this amendment being executed within the acceptance period listed in Exhibit I.

Acceptance Period

1. Acceptance of GMP No. 4 is required on or before February 3rd, 2023 (30 days from the date bids/proposals were received.)
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. 3 will be null and void and the work will be re-advertised and re-bid.

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-1920-133 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$4,413.69 FOR THE CITY HALL PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/24/2023

REQUESTER: Brenda Hall, Project Manager

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-1920-133 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$4,413.69 FOR THE CITY HALL PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

BACKGROUND: City Council, in its meeting of January 22, 2019, approved Contract K-1819-99 with the McKinney Partnership Architects (McKinney) to provide the initial assessment and schematic design services related to the renovation of the Norman Municipal Complex.

On March 24, 2020, City Council approved Contract K-1920-133 with Crossland Construction Company, Inc., to provide construction management at risk (CMaR) services for the Municipal Complex Renovation Project. The initial contract amount of \$32,390 was approved for the purpose of providing pre-construction services which, to date, have included plan review, design assistance, bidding services and value engineering.

City Council, in its meeting of October 26, 2021, approved Amendment No. Two to Contract K-1920-133 with Crossland Construction Company, Inc., to establish the Guaranteed Maximum Price of \$667,562 for the Municipal Building portion of the Municipal Building portion of the Municipal Complex Renovation Project.

DISCUSSION: Construction began in December 2021 and was substantially completed in August 2022. The final items have now been completed and the project is ready for final acceptance. The final amount of the contract totaled \$663,148.31, which is a savings of \$4,413.69. This project was accounted for in Municipal Complex Renovation, Construction (Account 50196644-46101; Project BP0045).

RECOMMENDATION: It is recommended that City Council approve Change Order No. One to Contract K-1920-133 with Crossland Construction Company, Inc. in the amount of \$4,413 69 and acceptance the project as complete for the Municipal Building portion of the Municipal Complex Renovation Project.

Norman City Hall - 21OK95-MQA

21OK95-MQA

201 W. Gray
Norman, OK 73069

Date: 12/20/2022
To: Blake Madden
Crossland Construction Company, Inc.
408 NE 145th PI
Oklahoma City, OK 73013

Contract Date: 10/27/2021
Contract Number: 0001
Change Order Number: 001

The Contract is hereby revised by the following items:

Change Order #1 - Contingency Deduct

Item Number	Description	Amount
-------------	-------------	--------

The original Contract Value was.....	\$667,562.00
Sum of changes by prior Owner Contract Change Orders.....	\$0.00
The Contract Value prior to this Owner Contract Change Order was.....	\$667,562.00
The Contract Value will be changed by this Owner Contract Change Order in the amount of....	\$(4,413.69)
The new Contract Value including this Owner Change Order will be.....	\$663,148.31
The Contract duration will be changed by.....	Days

Notes

The McKinney Partnership
ARCHITECT

3600 West Main, Suite 200
Norman, OK 73072
Address

By Greg Ward, AIA

Signature 

Date 12.20.22

Crossland Construction Company, Inc.
CONTRACTOR

408 NE 145th PI
Oklahoma City, OK 73013
Address

By Aaron Groops

Signature 

Date 1.23.23

City of Norman
OWNER

201 West Gray Building C
Norman, OK 73069
Address

By _____

Signature _____

Date _____

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT AMENDMENT NO. 1 TO CONTRACT K-2122-81 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., FOR GRIFFIN PARK PHASE V OF THE GRIFFIN PARK REMODEL PROJECT, FINAL PAYMENT IN THE AMOUNT OF \$61,399.28 AND FINAL ACCEPTANCE OF THE PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 1/10/2023

REQUESTER: Wade Thompson, Parks and Facilities Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT AMENDMENT NO. 1 TO CONTRACT K-2122-81 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., FOR GRIFFIN PARK PHASE V OF THE GRIFFIN PARK REMODEL PROJECT, FINAL PAYMENT IN THE AMOUNT OF \$61,399.28 AND FINAL ACCEPTANCE OF THE PROJECT.

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, which funded various projects through a ½% sales tax increase over 15 years. Included in Norman Forward is an upgrade of the Griffin Park Soccer Complex. Eventually, all of the Griffin Park sports fields will be converted to soccer and will include the creation 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, enhances the visibility and overall experience for fans and players

DISCUSSION:

On December 14, 2021, the Norman Municipal Authority 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 included plan review, scheduling, and bidding services.

On January 27, 2022, Guaranteed Maximum Price (GMP) #1 bids were opened for demolishing existing site structures; re-painting the silos; earthwork; site concrete; fencing and landscape; Irrigation; and plantings for \$1,074,392. This GMP also included construction contingency (\$32,232), general conditions (\$137,040) for phase V of construction, and indirect costs, which include bonding, insurance, and CMaR fees (\$127,306) for a total of \$1,370,970.

On February 8, 2022, AMD #1 for Contract K-2122-81 with Crossland Construction was approved by NMA to begin construction of Phase V of the Griffin Park Remodel Project.

On November 1, 2022, the project reached substantial completion. Crossland Construction has completed all work under Contract K-2122-81 AMD #1.

Ten pay applications were submitted and approved throughout the project, totaling \$1,109,040.85 to the contractor, \$118,944.08 in owner-direct payment invoices, and a contingency reimbursement for \$142,985.07. The Parks Department recommends that the project contingency be returned to the Norman Forward Griffin project balance to ensure there is enough funding to finish the NORMAN FORWARD Griffin Park Soccer Complex project. The final payment application submitted by the contractor on December 21, 2022, is in the amount of \$61,399.28. Adequate funds are available for this contract in the Griffin Park Remodel project, Construction (account 51796639-46101; project NFB001).

RECOMMENDATION:

1. Staff recommends that The Norman Municipal Authority accept the NORMAN FORWARD Griffin Park Phase 5 – Northeast Field Improvements Project as final and approve payment in the amount of \$61,399.28 to Crossland Construction. Funding is available in the Norman Forward Griffin Park Phase V of the Griffin Park Remodel Project, Construction (account 51796639-46101; project NFB001).
2. Staff recommends that the \$142,985.07 project contingency be returned to the Norman Forward Griffin project balance.

Griffin Park - 22OK01-MEA

22OK01-MEA

1001 E Robinson St
Norman, OK 73071

Date: 12/19/2022
To: Blake Madden
Crossland Construction Company, Inc.
408 NE 145th PI
Oklahoma City, OK 73013

Contract Date: 2/7/2022
Contract Number: 0001
Change Order Number: 001

The Contract is hereby revised by the following items:

Change order #1 - Contingency Credit

Item Number	Description	Amount
-------------	-------------	--------

The original Contract Value was.....	\$1,370,970.00
Sum of changes by prior Owner Contract Change Orders.....	\$0.00
The Contract Value prior to this Owner Contract Change Order was.....	\$1,370,970.00
The Contract Value will be changed by this Owner Contract Change Order in the amount of....	\$(142,985.04)
The new Contract Value including this Owner Change Order will be.....	\$1,227,984.96
The Contract duration will be changed by.....	Days

Notes

Planning Design Group
ARCHITECT

5314 S. Yale Ave. Suite 510
Tulsa, OK 74135
Address

By Geoffery Evans, Principal

Signature 

Date 12-20-2022

Crossland Construction Company, Inc.
CONTRACTOR

408 NE 145th PI
Oklahoma City, OK 73013
Address

By Aaron Steaps

Signature 

Date 1.23.23

City of Norman
OWNER

201 West Gray Building C
Norman, OK 73069
Address

By _____

Signature _____

Date _____



DATE: 12/21/22

RE: WARNING REGARDING OWNER EFT PAYMENTS ON THIS PROJECT

833 S. East Avenue P.O. Box 45

Columbus, Kansas 66725

Dear Owner:

tel 620.429.1414

fax 620.429.1412

ELECTRONIC FUNDS TRANSFER FRAUD ADVISORY; PAYMENT INSTRUCTIONS:

Electronic funds transfer ("EFT") fraud is on the rise. If you receive an email or other message containing EFT transfer instructions on this project, regardless of the purported sender, it is very likely an attempted scam. **Do not follow the instructions and do not respond to the email.** Examples of email scams include messages that appear to be from someone at Crossland Construction Company but are not. For example, the email may be from "crosslands.com" or "cross1and.com" rather than "crossland.com". If you have any questions about any email or other message you have received concerning payments on this project, please call our office headquarters in Columbus Kansas and ask to speak directly with Misty Spear, Treasury Manager - Office phone: 620-429-1414/Cell: 620-762-1074, or Dave Allison, Chief Administrative Officer - Cell: 913-232-1490.

Please also advise all of your employees or agents who are or may in the future be involved in making payments on this project of this warning. Any one person on your team who is not aware of this danger could cause payments to be transferred to a scammer. All payments made by any form of EFT, including but not limited to wire transfer or ACH, must be made by using instructions that were provided to you separately prior to or at the time the Project Contract for Construction was executed by you and Crossland Construction Company, Inc. **This information will not change for the duration of the contract unless via change order executed by both parties.**

Because Crossland will expect payments on the Project per the Contract terms regardless of payments made to scammers, you may want to consider this issue in your overall risk management considerations and make sure your insurance products cover any cyber risk to funding this project.

In the event you make project payments by check, please send checks to the following address. **This information will not change for the duration of the contract unless via change order executed by both parties:**

Crossland Construction Company, Inc.
Attn: Accounts Receivable
833 S. East Avenue
P.O. Box 45
Columbus, KS 66725

Please let us know if you have any questions.

Sincerely,

Application and Certificate For Payment

PAGE 1

TO: City of Norman
201 West Gray Street
Norman, OK 73069

PROJECT: Griffin Park
1001 E Robinson St
Norman, OK 73071

Application No: 10
Date: 12/21/2022
Period To: 31-Dec-22
Contract Date:
Project No: 22OK01BNEA

Distribution to:
☒ OWNER
☒ ARCHITECT
☐ CONTRACTOR

FROM: Crossland Construction Company
P.O. Box 45
Columbus, KS 66725

ARCHITECT:

Application for Payment

1. ORIGINAL CONTRACT SUM	\$1,370,970.00
2. Net change by Change Orders	\$142,985.04
3. CONTRACT SUM TO DATE	(Line 1 + 2) \$1,227,984.96
4. TOTAL COMPLETED & STORED TO DATE	\$1,227,984.93
a. Total Owner Paid Materials	\$118,944.08
b. Total Direct to Contractor	\$1,109,040.85
5. RETAINAGE:	
Total Retainage (Lines 5a + 5b or	
Total in Column I of Continuation Sheet)	\$ 61,399.25
6. TOTAL EARNED LESS RETAINAGE	\$1,166,585.68
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$1,166,585.68
Less Owner Direct Pay Request for this Month	\$0.00
8. CURRENT PAYMENT DUE	\$61,399.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Approved in Previous Months by Owner :	\$ -	\$ -
Total approved this Month:	\$ -	\$ -
TOTALS:	\$ -	\$ -
NET CHANGES by Change Orders		

Contractor's Certificate For Payment

The undersigned contractor certifies that to the best of the Subcontractor'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 Contractor, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date: 12/21/22

State of Oklahoma

County of OKLAHOMA

Subscribed and sworn to before me this

21 day of DEC., 2022

Notary Public:

RONALD SMITH

My Commission expires:

03/18/2025

**Architect's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ 61,399.28

Architect:

By:

Date: 12-22-22

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

Item 11.

To Owner: CITY OF NORMAN
From (Contractor): Crossland Construction Company
Project: Griffin Park

Application No: 10 Date: 12/21/22 Period To: 12/21/22
Contractor's Job Number: 22OK01BNEA
Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
001	2A-DEMOLITION-MIDWEST	89,110.00	89,110.00	0.00	0.00	89,110.00	100.00	0.00	0.00	
001.01	CC002 LIGHT POLE BASE REMOVAL	6,120.00	6,120.00	0.00	0.00	6,120.00	100.00	0.00	0.00	
002	9C-PAINTING-WH BACA	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	0.00	
003	31A - EARTHWORK-HOOK	249,973.00	249,973.00	0.00	0.00	249,973.00	100.00	0.00	0.00	
003.01	CC003 EARTHWORK TOPSOIL ALLOWANCE	32,500.00	32,500.00	0.00	0.00	32,500.00	100.00	0.00	0.00	
004	32A-SITE CONCRETE-CONELLY	47,370.00	47,370.00	0.00	0.00	47,370.00	100.00	0.00	0.00	
005	32C - FENCING-COOKS	44,619.00	44,619.00	0.00	0.00	44,619.00	100.00	0.00	0.00	
005.01	CC008 FIELD MAINTENANCE GATE	2,920.00	2,920.00	0.00	0.00	2,920.00	100.00	0.00	0.00	
006	32D-LANDSCAPE, IRRIGATION- UNITED	527,000.00	527,000.00	0.00	0.00	527,000.00	100.00	0.00	0.00	
006.01	CC004 SPRIGGING TO HYDROSEED	-53,650.00	-53,650.00	0.00	0.00	-53,650.00	100.00	0.00	0.00	
006.02	CC006 IRRIGATION CONTOL RELOC	-18,000.00	-18,000.00	0.00	0.00	-18,000.00	100.00	0.00	0.00	
006.03	CC0009-IRRIGATION HYDRANT VALV E BOXES	4,535.00	4,535.00	0.00	0.00	4,535.00	100.00	0.00	0.00	
006.04	CC0010 -HYDROSEED DEDUCT	-26,250.00	-26,250.00	0.00	0.00	-26,250.00	100.00	0.00	0.00	
007	CONSTRUCTION CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
008	ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
009	GENERAL CONDITIONS	137,040.00	137,040.00	0.00	0.00	137,040.00	100.00	0.00	0.00	
010	PROJECT REQUIREMENTS	118,361.96	118,361.96	0.00	0.00	118,361.96	100.00	0.00	0.00	
011	INSURANCE	8,058.00	8,058.00	0.00	0.00	8,058.00	100.00	0.00	0.00	
012	CONSTRUCTION PHASE FEE	48,278.00	48,277.97	0.03	0.00	48,278.00	100.00	0.00	0.00	
Application Total		1,227,984.96	1,227,984.93	0.03	0.00	1,227,984.96	100.00	0.00	0.00	

CITY OF NORMAN
Purchasing Division
Post Office Box 370
Norman, Oklahoma 73070

AFFIDAVIT

State of Oklahoma) P. O. No. K-2122-81
County of Oklahoma) Invoice No. Griffin Phase 5 Pay App #010
Amount \$61,399.28

IN ACCORDANCE WITH OKLAHOMA STATUTES TITLE 74. SECTION 3110. AND TITLE 62. SECTION 310.9.
THIS FORM MUST BE COMPLETED AND SUBMITTED BEFORE ANY INVOICE OVER \$25,000 CAN BE
PROCESSED FOR PAYMENT.

The undersigned person (architect, contractor, supplier, engineer, or supervisory official), of lawful age, being duly sworn, on oath says that this (invoice, claim or contract) is true and correct and that s(he) is authorized to submit the invoice pursuant to a contract or purchase offer. Affiant further states that the (work, services, or materials) as shown by this invoice have been (completed or supplied) in accordance with the plans, specifications, orders or requests 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, of money or any thing of value to obtain payment of the invoice or procure award of this contract or purchase order pursuant to which an invoice is submitted.

Crossland Construction Company

Company Name



By: Architect, Contractor, Supplier, Engineer, or Supervisory Official



Subscribed and sworn to before me this 21 day of DEC., 20 22

RONALD SMITH

Notary Public (or Officer having power to Administer Oaths)

My Commission expires 03/18/25

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF PAGES

TO OWNER:
Crossland Construction
P.O. Box 45
Columbus, KS 66728
FROM CONTRACTOR:
Hook Construction LLC
P.O. Box 3125
Coppell, TX 75019

PROJECT:
Griffin Park - 220K01-MEA
1001 E Robinson St
Norman, Ok 73071
VIA ARCHITECT:

APPLICATION #: 4-R
PERIOD TO: 05/20/22
PROJECT NOS:

CONTRACT DATE: 02/24/22

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

CONTRACT FOR: 31A Earthwork

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	249,973.00
2. Net change by Change Orders-----	\$	32,500.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	282,473.00
4. TOTAL COMPLETED & STORED TO DATE-\$		282,473.00

(Column G on Continuation Sheet)

5. RETAINAGE:

a. _____ of Completed Work
(Columns D+E on Continuation Sheet) \$ _____

b. _____ of Stored Material
(Column F on Continuation Sheet) \$ _____

Total Retainage (Line 5a + 5b or

Total in Column I of Continuation Sheet----- \$ _____

6. TOTAL EARNED LESS RETAINAGE-----	\$	282,473.00
(Line 4 less Line 5 Total)		

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)-----	\$	268,349.35
--------------------------------------	----	------------

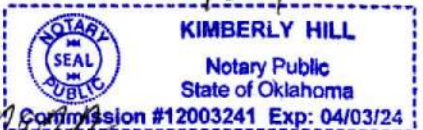
8. CURRENT PAYMENT DUE-----	\$	14,123.65
-----------------------------	----	-----------

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	
---	----	--

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$32,500.00	
Total approved this Month		
TOTALS	\$32,500.00	
NET CHANGES by Change Order	\$32,500.00	

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 therein is now due.

CONTRACTOR:

By: Bill Paul OwenDate: 05/20/2022State of: OklahomaCounty of: OklahomaSubscribed and sworn to before me this 20 day of May, 2022Notary Public: [Signature]My Commission expires: 04/03/2024**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

Page 2 of

Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 4-R

PROJECT:

APPLICATION DATE:

Griffin Park - 220K01-MEA

PERIOD TO: 20-May-22

1001 E Robinson St

ARCHITECT'S PROJECT NO:

Norman, Ok 73071

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Mobilization	24,000.00	24,000.00			24,000.00	100%		
2	Site Erosion Control	42,500.00	42,500.00			42,500.00	100%		
3	Strip & Stockpile	35,000.00	35,000.00			35,000.00	100%		
4	Cut Fill & Stockpile	74,250.00	74,250.00			74,250.00	100%		
5	Site Finsh Grade	66,872.00	66,872.00			66,872.00	100%		
6	Site Layout GPS / Model	7,351.00	7,351.00			7,351.00	100%		
7	CO #1 Replace Topsoil	32,500.00	32,500.00			32,500.00	100%		
8									
9									
10									
11									
12									
13									
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27									
28									
	SUBTOTALS PAGE 2	282,473.00	282,473.00			282,473.00	100%		

Connelly Paving Company

P.O. Box 75450

Oklahoma City, OK 73147-0450

Phone (405) 943-8388 * Fax (405) 946-5621

INVOICE

No. RTNG

DATE: 5/16/22

Job Site: Griffin Park-22OK01-MEA

Job ID: 20224101

Crossland Construction Company, Inc.
P.O. Box 45

Columbus, KS 66725

Retainage

Prior Billings:	47,370.00
Prior Retention:	2,368.50

Total Contract Amount Complete to Date:	5/16/22	47,370.00
Less:	0% Retention:	
	Subtotal:	47,370.00
	Less Prior Billings:	45,001.50
	Total Due This Invoice:	<u>2,368.50</u>

PLEASE PAY ON INVOICE - WE DO NOT SEND STATEMENTS

CURRENT DUE	2,368.50
--------------------	----------

Application For Payment

To:

Crossland Construction Company, Inc.
P.O. Box 45
Columbus, KS 66725

Project:

Griffin Park-22OK01-MEA
1001 E Robinson St
Norman, OK 73071

From Contractor:

Connolly Paving Company
P.O. Box 75450
Oklahoma City, OK 73147-0450

Via Architect:

Planning Design Group
5314 S. Yale Ave. Suite 510
Tulsa, OK 74135

Contract For: Griffin Park-22OK01-MEA

Contractor's Application for Payment

Application is made for payment, as shown below, with attached Continuation Sheet(s).

1. Original Contract Amount:	\$	47,370.00
2. Net of Change Orders:	\$	0.00
3. Net Amount of Contract:	\$	47,370.00
4. Total Completed & Stored to Date:	\$	47,370.00
5. Retainage Summary:		
a. 0.00 % of Completed Work:	\$	0.00
b. 0.00 % of Stored Material:	\$	0.00
Total Retainage:	\$	0.00
6. Total Completed Less Retainage:	\$	47,370.00
7. Less Previous Applications:	\$	45,001.50
8. Current Payment Due, This Application:	\$	2,368.50
9. Contract Balance (Including Retainage):	\$	0.00

Change Order Activity	Additions	Deductions
Total previously approved:	0.00	0.00
Total approved this Month:	0.00	0.00
Sub-totals:	0.00	0.00
Net of Change Orders:		0.00

Contractor's Certification

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that the Current Payment is Due.

(Authorized Signature)

Connolly Paving Company

Date:

5/16/22

State of: Oklahoma
County of: Oklahoma

Subscribed and sworn to before
me this 16th day of May, 2022.

Notary Public: *Kevin M. Dwyer*
My Commission expires: *09/08/25*



Architect's Certification

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment.

The Architect also certifies the Contractor is entitled to the amount certified for payment.

Amount Certified: \$

Date:

(Architect's Signature)

Application for Payment - Continuation Sheet

From: Connelly Paving Company
P.O. Box 75450
Oklahoma City, OK 73147-0450

To: Crossland Construction Company, Inc.
P.O. Box 45
Columbus, KS 66725

Project: (20224101) Griffin Park-22OK01-MEA

Application Number: RTNG
Application Date: 05/16/22
Period To: 05/16/22
Contract Date: 02/24/22
Project Number: 22OK01-MEA

A Item No.	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Com- pleted and Stored To Date (D+E+F)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application	This Period				
1	Sidewalks	47,370.00	47,370.00			47,370.00	100.00%	
Grand Total		47,370.00	47,370.00	0.00	0.00	47,370.00	100%	0.00

TO OWNER:
CROSSLAND CONSTRUCTION COMPANY
P.O. BOX 45
COLUMBUS, KS 66725
FROM CONTRACTOR:
RGROUP, INC dba UNITED TURF AND TRACI
PO BOX 565
ARCADIA, OK 73007
CONTRACT FOR GRIFFIN PARK PHASE 5

PROJECT: GRIFFIN PARK
PHASE 5
1001 E ROBINSON ST.
NORMAN, OK
VIA ARCHITECT: PDG
5314 S YALE AVE
SUITE 710
TULSA, OK 74135

APPLICATION NO: 7 - Final
PERIOD TO: 11/23/22
PROJECT NOS:
CONTRACT DATE: 2/24/22

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

Item 11.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 ± 2)
4. TOTAL COMPLETED & STORED TO DATE

\$ 527,000.00
\$ (93,365.00)
\$ 433,635.00
\$ 433,635.00

a. Total Owner Paid Materials
b. Total Direct to Contractor

118,944.08
314,690.92

5. RETAINAGE:

a. 5 % of Completed Work
(Column D + E on G703)
b. 5 % of Stored Material
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703)

\$ 0.00
\$ 433,635.00

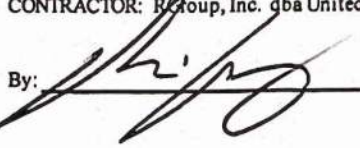
6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)
Less Owner Direct Pay Request for this Month
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$ 411,953.25
0.00
\$ 21,681.75
0.00


CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$4,535.00	\$97,900.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$4,535.00	\$97,900.00
NET CHANGES by Change Order	(\$93,365.00)	

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 herein is now due.

CONTRACTOR: RGroup, Inc. dba United Turf and Track

By:  Date: 11/23/2022

State of: OK County of: OK
Subscribed and sworn to before me this 23 day of Nov 2022
Notary Public:
My Commission expires: 11-10-26



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor

is entitled to payment of the AMOUNT CERTIFIED.
AMOUNT CERTIFIED\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7 - Final

APPLICATION DATE: 11/23/22

PERIOD TO: 11/23/22

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK Contract	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Bonds & Insurance	\$13,756.00	\$13,756.00	\$0.00	\$0.00	\$13,756.00	100.00%		\$687.80
2	Laser Grade Sub Base	\$31,361.00	\$31,361.00	\$0.00	\$0.00	\$31,361.00	100.00%		\$1,568.05
3	Irrigation	\$154,552.00	\$70,401.21	\$0.00	\$0.00	\$70,401.21	45.55%	\$84,150.79	\$3,520.06
4	Sand	\$44,980.00	\$34,072.17	\$0.00	\$0.00	\$34,072.17	75.75%	\$10,907.83	\$1,703.61
5	Compost	\$36,928.00	\$24,040.00	\$0.00	\$0.00	\$23,314.00	63.13%	\$13,614.00	\$1,165.70
6	Final Laser Grade	\$23,332.00	\$23,332.00	\$0.00	\$0.00	\$23,332.00	100.00%		\$1,166.60
7	Mobilization	\$9,500.00	\$9,500.00	\$0.00	\$0.00	\$9,500.00	100.00%		\$475.00
8	Solid Sod	\$7,332.00	\$7,332.00	\$0.00	\$0.00	\$7,332.00	100.00%		\$366.60
9	U-3 Bermuda Sprigs	\$48,407.00	\$48,406.50	\$0.50	\$0.00	\$48,407.00	100.00%		\$2,420.35
10	Maintenance	\$102,136.00	\$91,138.54	\$0.00	\$0.00	\$91,138.54	89.23%	\$10,997.46	\$4,556.93
11	General Conditions and Administrative Function	\$54,716.00	\$54,716.00	\$0.00	\$0.00	\$54,716.00	100.00%		\$2,735.80
12	Change Order #1	(\$53,650.00)	(\$53,650.00)	\$0.00	\$0.00	(\$53,650.00)	100.00%		(\$2,682.50)
13	Change Order #2	(\$18,000.00)	(\$18,000.00)	\$0.00	\$0.00	(\$18,000.00)	100.00%		(\$900.00)
14	Change Order #3	\$4,535.00	\$4,535.00	\$0.00	\$0.00	\$4,535.00	100.00%		\$226.75
15	Change Order #4	(\$26,250.00)	(\$26,250.00)	\$0.00	\$0.00	(\$26,250.00)	100.00%		(\$1,312.50)
	Subtotal	\$433,635.00	\$314,690.42	\$0.50	\$0.00	\$314,690.92	72.57%	\$119,670.08	\$15,734.55
	ODP VENDORS								
14	ODP Summary (PA #6 See Attached)	\$0.00	\$118,944.08	\$0.00	\$0.00	\$118,944.08		\$118,944.08	\$5,947.20
	Subtotal	\$0.00	\$118,944.08	\$0.00	\$0.00	\$118,944.08		\$118,944.08	\$5,947.20
	GRAND TOTALS	\$433,635.00	\$433,634.50	\$0.50	\$0.00	\$433,635.00	100.00%	\$726.00	\$21,681.75

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 of 2

PAGES

TO OWNER Norman Municiple Authority

PROJECT: Norman Development Ctr

APPLICATION NO: 2

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: 8-31-22

FROM CONTRACTOR: Cook's Fence

VIA ARCHITECT:

Project #: 21OK22-MHA

CONTRACT DATE 03/29/21

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

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 herein is now due.

1. ORIGINAL CONTRACT SUM \$ 22,176.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 22,176.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 22,176.00

5. RETAINAGE:

- a. 5 % of Completed Work (Column D + E on G703) \$ 744.00
- b. % of Stored Material (Column F on G703) \$ 365.00

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

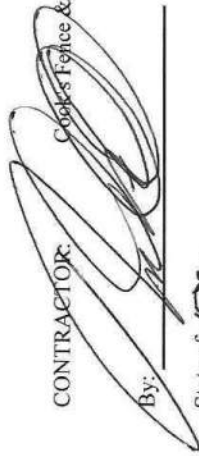
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,109.00
- \$ 21,067.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 14,141.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 6,925.00
- \$ 1,109.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

CONTRACTOR: Cook's Fence & Iron Co, Inc.

By: 

Date: 8-19-22

State of: DE

County of: DE

Subscribed and sworn to before me this 17 day of August 2022

Notary Public: 

My Commission expires: 6/16/24

Notary Public - State of Oklahoma
Commission Number 22008210
My Commission Expires Jun 16, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance or payment are without prejudice to any rights of the Owner or Contractor under this Contract.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

STATE OF Oklahoma)
COUNTY OF Cleveland) SS

WHEREAS **Cook's Fence & Iron Co, Inc.** (herein called "Subcontractor") has been contracted by Crossland Construction Company, Inc. to furnish labor, material services or goods (hereafter referred to as "Work") under **Subcontract # 210K22-WHA**

on which the herein described project is located: **225 N Webster Ave, Norman, Ok 73069**

THEREFORE, Subcontractor for and in consideration of a progress payment of \$ **6,925.00**, the receipt of which Subcontractor hereby acknowledges, together with all previous amounts received in compensation for Subcontractor's Work, does hereby waive and release and any and all state or federal payment bond right(s), common law payment bond rights, claim(s) (statutory, common law or otherwise), or right of lien(s) including mechanic's, construction, materialmen's or other liens, on account of labor, materials, services, or goods furnished through **8-20-2022** by Subcontractor in connection with the Subcontractor's Work which Subcontractor has or may have against Crossland, the owner, the project and/or the above-described premises. Further, Subcontractor hereby agrees to indemnify and hold harmless Crossland, its surety (if any), and Owner against any and all costs, liabilities, damages, and expenses of whatever nature (including attorneys' fees) incurred as a result of any claim or lien asserted or filed by anyone against Crossland, its surety (if any), or Owner relating to the Work and/or the filing of any mechanic's, construction, materialmen's or other lien for any reason by any party who has provided labor, materials, services or goods for the Work, and in furtherance hereof agrees to immediately take, at its sole expense, whatever actions are necessary to satisfy any such claim or to remove any such lien which may be filed.

Check Appropriate Box:

- ☐ I declare under oath that I have not subcontracted any part of the Work and that all material furnished under the Work has been furnished from my own stock and has been paid for in full. (If this box is checked, you do not need to execute Subcontractor's Affidavit on the back side of this page hereof.)
- ☒ I subcontracted part or all of the Work, some or all material furnished under the Work was not from my own stock, some or all material furnished under the Work has not been paid for in full. (If this box is checked, you must execute Subcontractor's Affidavit on the back side of this page, which is made a part hereof.)

Signed this 17 day of August, 2022

Cook's Fence & Iron, Co, Inc. (Subcontractor)
By: [Signature]
Its: President (Officer)

Execute Either A or B below:

A. IF CORPORATION OR PARTNERSHIP

I, _____, a Notary Public in and for said county in said state, hereby certify that _____ whose title as _____ of _____ a corporation (partnership), has signed the foregoing Partial Release and Waiver of Lien, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing, (s)he, as such officer (partner) and with full authority, executed the same voluntarily for and as the act of said corporation (partnership) on the day the same bears date.

B. IF INDIVIDUAL

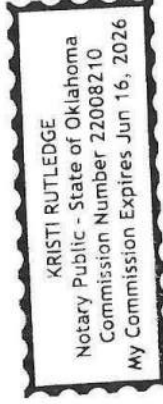
I, Kristi Rutledge, a Notary Public in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing Partial Release and Waiver of Lien, and who is known to me, acknowledged before me on this day that, being informed of the content of the above and foregoing, (s)he, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 17 day of August, 2022.

My commission Expires:

6/16/24

[Signature]
Notary Public



SUBCONTRACTOR'S AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF Oklahoma) SS

The undersigned, first being duly sworn, deposes and says that (s)he is the (officer/partner – title) of (company name) Cook's Fence & Iron Co, Inc the Subcontractor referred to in the PARTIAL RELEASE AND WAIVER OF LIEN on the front hereof contracted by Crossland Construction Co., Inc. ("Crossland") to furnish the Work on Owner's premises and that the total amount of the Subcontract Agreement is \$ 22,176.00 of which (s)he/it has received payment of \$ 0.00; and that the following statement includes the name of all parties who have furnished or who have been contracted with by Subcontractor/Affiant to furnish material or labor for the Work and the amounts furnished by, contracted for, paid or due and to become due to each; and that the items mentioned include all labor and material required to complete said Work according to plans and specifications:

NAME AND ADDRESS	PURPOSE	SUBCONTRACTOR/ VENDOR PRICE	AMOUNT PAID	AMOUNT NOW DUE
Basteel Perimeter Systems 1400 Magnolia Ave. Frankfort, In. 46041	Vendor	\$14,886.00	14,886.00	\$0.00
TOTAL LABOR AND MATERIAL TO COMPLETE (if more, list on separate sheet)				

All material (except as above listed) has been or will be furnished from my own stock and has been paid for in full.

The undersigned further states that there are no other contracts for said Work outstanding; that there are not any claims made or to be made by and that there is nothing due or to become due to any person for material, labor, or other work of any kind done or to be done upon or in connection with said Work other than above stated; that all releases and waivers are true, correct, and genuine and delivered unconditionally; and that there is no claim either legal or equitable to defeat the validity of said releases and waivers.

Signed this 17 day of August 2023

Affiant

I, Kristi Rutledge, a Notary Public in and for said county in said state, hereby certify that whose name is signed to the foregoing Partial Release and Waiver of Lien, and who is known to me. acknowledged before me on this day that, being informed of the content of the above and foregoing, (s)he, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 17 day of August 2023.

Kristi Rutledge
Notary Public

KRISTI RUTLEDGE
Notary Public - State of Oklahoma
Commission Number 22008210
My Commission Expires Jun 16, 2026

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
 APPLICATION DATE: Aug 19 2022
 PERIOD TO: Aug 31 2022
 ARCHITECT'S PROJECT NO: 21OK22-MHA

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Basteel Site Screening Fence	\$22,176.00	\$0.00	\$7,290.00	\$14,886.00	\$22,176.00	100.00%	\$7,290.00	\$1,109.00
2									\$0.00
3									\$0.00
4									\$0.00
5									
6									
7									
	GRAND TOTALS	\$22,176.00	\$0.00	\$7,290.00	\$14,886.00	\$22,176.00	100%	\$7,290.00	\$1,109.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. 1 TO CONTRACT K-2223-31 BY AND BETWEEN THE CITY OF NORMAN AND CIMARRON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$87,683.63 FOR THE BUTLER DRIVE DRAINAGE IMPROVEMENT PROJECT AND FINAL ACCEPTANCE AND PAYMENT IN THE AMOUNT OF \$157,329.68.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/24/2023

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. 1 TO CONTRACT K-2223-31 BY AND BETWEEN THE CITY OF NORMAN AND CIMARRON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$87,683.63 FOR THE BUTLER DRIVE DRAINAGE IMPROVEMENT PROJECT AND FINAL ACCEPTANCE AND PAYMENT IN THE AMOUNT OF \$157,329.68.

BACKGROUND:

The Stormwater Division sets aside funds each year to address drainage problems around the City. Specific locations are identified during each annual budget process. For FYE 2023, Butler Drive was identified. Several houses along Butler Drive have reported instances of flooding during rain events. In response, staff solicited services from Parkhill to design a solution to mitigate the flooding. The current stormwater infrastructure consists of grass lined channels on both the north and south sides of Butler Drive. The original proposal from Parkhill involved the installation of new area inlets and a new underground storm sewer. Due to extensive utility conflicts, staff, in conjunction with Parkhill, determined the most cost effective solution to be re-grading the existing grass channels and raising the driveway approaches in the affected area to create culvert crossings (a map of the project area is attached to this staff report).

Bid documents and specifications for the Butler Drive Drainage Improvement Project were advertised on July 28, 2022 and August 4, 2022 in accordance with State Law. One (1) bid was received on August 18, 2022. The low bidder was Cimarron Construction Company of Oklahoma City in the amount of \$296,692.00 which was \$18,734.38 or 9.4% below the Engineer's Estimate of \$315,426.38. Council approved Contract K-2223-31 with Cimarron Construction Company on September 27, 2022.

As of December 18, 2022, all work has been completed on the Butler Drive Drainage Improvement Project.

DISCUSSION:

Before a contractor begins work at a particular project site, the construction area is staked in accordance with designs. If any discrepancies and/or issues between the construction staking

and the designs are found, staff meets with the contractor to determine a proper resolution. During the construction staking process on the south side of Butler Drive, it was discovered that the limits of construction were inadequate to tie the new drive approaches into the existing driveways. Additional temporary construction easements were required necessitating additional concrete which equated to added labor and materials.

The work was underway at the time of the construction staking on the south side of Butler Drive when the issue with the drive approach tie-ins was discovered. Because the contractor was moving quickly through the project and the project budget had ample funds, it was determined that the best approach to minimize impact to the citizens was to continue working. It is the policy of Public Works to seek council approval before proceeding with change orders, but in this case, as construction was completed in 40 days, it would have required the contractor to stop work, demobilize, await council approval, remobilize, and continue working which would have ultimately increased the cost to City.

Of the nineteen (19) bid items, eight (8) items had a quantity change. Three (3) quantity changes resulted in decreased costs, while five (5) quantity changes resulted in increased unit-priced costs for an overall increase of \$87,683.63 or 29.5%. The overall contract increased from \$296,692.00 to \$384,375.63. Please see the attached Change Order No. 1 for a complete list of bid item unit cost increases and decreases.

Because the bids for this project came in \$303,308 less than the budget, funds are still available in the project account for this change order. If approved, the change order will be funded from FYE23 Butler Drive Drainage, Construction (Account 50599967-46101; Project DR0026).

The final payment amount owed to Cimarron Construction Company is \$157,329.68, which includes the full 5% retainage.

RECOMMENDATION 1:

Staff recommends that Change Order No. 1, increasing Contract K-2223-31 for the Butler Drive Drainage Improvement Project with Cimarron Construction Company by \$87,683.63 be approved.

RECOMMENDATION 2:

Staff further recommends final acceptance of the Butler Drive Drainage Improvement Project, Contract K-2223-31, and final payment to Cimarron Construction Company be approved in the amount of \$157,329.68.

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

Item 12.

CHANGE ORDER NO. 1

DATE: January 24, 2023

CONTRACT NO.: K-2223-31

SUBMITTED BY: Jason Murphy

PROJECT: Butler Drive Drainage Improvement

CONTRACTOR: Cimarron Construction Company,
3501 NE 63rd Street
Oklahoma City, Oklahoma 73121

Original Completion Date: February 7, 2023

Previous Completion Date: February 7, 2023

ORIGINAL CONTRACT AMOUNT \$ 296,692.00

(Increase) this change order 0 Calendar Days

New Completion Date: February 7, 2023

PRESENT CONTRACT AMOUNT \$ 296,692.00

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$91,313.81	\$-3,630.18

NET CHANGE \$87,683.63

REVISED CONTRACT AMOUNT \$384,375.63

See Detailed Quantity Change on Page 2 of 2:

**K-2223-31 Butler Drive Drainage Improvement
Change Order No. 1**

ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREASE
6	SILT FENCE (5)	C.Y.	515.00		481.59		\$963.18
7	SOLID SLAB SODDING (2) (6)	C.Y.	1430.00		97.00		\$873.00
14	17" x 13" ARCH CMP PIPE	Ton	83.00		13.00		\$1,794.00
15	15" CMP PIPE	S.Y.	209.00	16.93		\$2,285.55	
16	CULVERT END TREATMENT (PER CITY STANDARDS)	Ton	18.00	4.00		\$11,960.00	
17	PREPARATION OF SUBGRADE STABILIZATION	EA.	776.00	549.50		\$6,594.00	
18	6" P.C. CONCRETE DRIVEWAY (PER CITY OF NORMAN)	EA.	130.00	17.28		\$2,885.76	
19	6" P.C. CONCRETE PLACEMENT (DRIVEWAYS)	L.F.	776.00	549.50		\$67,588.50	
TOTALS						\$91,313.81	-\$3,630.18
DIFFERENCE						\$87,683.63	

CONTRACTOR: _____

DATE: _____

ENGINEER: _____

DATE: _____

CITY ATTORNEY: _____

DATE: _____

ACCEPTED BY: _____

DATE: _____

(Mayor)



January 20, 2023 at 08:09
98° E
2441 Butler Dr
Cleveland County

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-83: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN ARTS COUNCIL FOR THE 2023 ARTFUL INLETS PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 1/24/2023

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-83: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN ARTS COUNCIL FOR THE 2023 ARTFUL INLETS PROJECT.

BACKGROUND:

The City of Norman (City) was designated by rule under 40 CFR §122.32(a)(1) as a Phase II Municipal Separate Storm Sewer System (MS4) city, subject to the 1999 Phase II Stormwater Final Rule promulgated by the U.S. Environmental Protection Agency (EPA). On September 9, 1997, EPA delegated responsibility for stormwater discharges associated with construction sites, industrial sites, and Phase I and II MS4s to the Oklahoma Department of Environmental Quality (DEQ). Under this delegation authority, DEQ issued General Permit OKR04 for Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems in Small Cities, Urbanized Areas, and Other County Areas in the State of Oklahoma on February 8, 2005. On March 17, 2017, Authorization No. OKR040015 was reauthorized by DEQ and required that the Stormwater Management Program and all associated activities must be fully implemented by the end of the 5-year permit term.

The Stormwater Management Program outlines the activities that the City will implement during the permit cycle to reduce pollution in stormwater runoff. One of the ways that the City does this is through public education. The Stormwater Division conducts public education in a number of different ways, including distributing utility bill inserts with a stormwater message to residents, conducting workshops, and participating in community events and festivals such as 2nd Friday Art Walk and Downtown Fall Festival.

Stormwater education can also be done with posters, videos, and public art. One way that cities across the country have combined public art and stormwater education is through storm inlet art programs. These programs bring together stormwater experts and the arts community to draw attention to often hidden stormwater infrastructure, such as storm drains and inlets, to raise awareness of stormwater pollution and the actions the general public can take to reduce the amount of pollution that is discharged to local creeks and streams by using the infrastructure as the canvas for artwork. Several cities in Arkansas and Oklahoma including Fayetteville,

Springdale, Rogers, and Bentonville, AR, and Muskogee, OK, have implemented inlet art programs with great success.

The Public Works Department, Stormwater Division, began to research and develop an inlet art program in consultation with the Norman Arts Council (NAC) in the fall of 2019. The first set of five (5) Artful Inlets were installed in April 2019 as part of Earth Month and 2nd Friday Art Walk. The inaugural year was such a great success and received so many positive responses from the community that the City and NAC agreed to partner again in 2020. Despite the COVID-19 pandemic, 5 additional Artful Inlets were installed in October 2020 and were showcased during the October "Virtual 2nd Friday Art Walk". The program was renewed, and examples from the April 2022 installation are included for reference.

Given the success of the Artful Inlets program thus far, the City and the NAC desire to partner again in 2023 to facilitate the selection, location, and installation of public art on five (5) additional pieces of stormwater infrastructure in Norman as part of the 2023 Artful Inlets Program.

DISCUSSION:

In order to continue the Artful Inlets Program and select artists to install storm inlet art, the City and the NAC wish to enter into a Services Agreement (Contract K-2223-83). The NAC, Public Arts Board, and City will invite artists to submit designs that will transform city storm drains into works of public art. These artful inlets will educate and raise awareness that pollutants that go down storm drains have a devastating impact on our local water quality.

Five (5) pieces of stormwater infrastructure have been identified for this project. They will all be within Colonial Estates Park located at 1641 E. Lindsey Street. The artwork will have a stormwater and/or water quality theme and must be adaptable to any of the five specified pieces of infrastructure. Each selected artist will incorporate their original design into the prescribed area around the stormwater infrastructure.

This Council action is to consider approval of Contract K-2223-83 between the City and the NAC for implementation of the 2023 Artful Inlets Program. The NAC will provide \$3,750 in Public Arts Board funding for the project in order to pay a stipend to the selected artists. The City will provide \$3,750 in funding for materials and supplies needed for the selected artwork as well as in-kind services to ensure the inlets are properly prepared and protected for art installation. Funding for this project is available in the Stormwater Other Supplies-Materials-Miscellaneous (account no. 10550225-43199). If approved, this program will take place in April, 2023.

RECOMMENDATION 1:

Staff recommends approval of Services Agreement, Contract K-2223-83, with the Norman Arts Council for implementation of the 2023 Artful Inlets Program.

Examples from April 2022:



**SERVICES AGREEMENT
BETWEEN THE CITY OF NORMAN AND THE NORMAN ARTS COUNCIL**

This Services Agreement (“Agreement”), made and entered into on this ____ January, 2023, the Effective Date, is by and between the Norman Arts Council (“NAC”) and the City of Norman, Oklahoma (“City”);

WHEREAS, the City is a charter municipality vested with the power to enter into contracts, and the NAC is a non-profit corporation with the powers of a corporation, including the authority to contract; and

WHEREAS, the existence of public art fosters a broader sense of community and improves the City’s image locally, regionally, and nationally; and

WHEREAS, the City and the NAC desire to continue to partner to facilitate the selection, location, and installation of public art on storm inlets in Norman (the “Artful Inlets Program”); and

WHEREAS, the City and the NAC desire to enter into this Agreement to continue such a partnership.

NOW, THEREFORE, the parties agree as follows:

I. SELECTION AND INSTALLATION OF ARTWORK.

1. The NAC agrees to serve as the administrator for the selection and installation of public art for the Artful Inlets Program. As administrator, the NAC will work cooperatively with the City to select appropriate works of art for each of the five (5) pieces of stormwater infrastructure selected by the City for inclusion in the program. The Call for Artists for 2023 will open on February 1, 2023, and art will be installed during FYE 2023.
2. Selection Process. Design proposals shall have a stormwater and/or water quality theme that serves to educate and raise awareness about the impact of pollutants in the stormwater system.
3. Execution Process. The NAC will coordinate with the City’s Stormwater Program Manager or his/her designee for the execution of each selected project. The following parameters apply to the execution and installation of the art.
 - a. Art must stay within the parameters of the stormwater infrastructure canvas.
 - b. Safety equipment shall be used during installation of the art work as may be necessary and appropriate given the design and location of the storm inlet, including, but not limited to, safety vests, traffic

- cones, and street lane closures if approved in advance by the City of Norman Public Works Department.
- c. No additional wording or images can be added to the art that deviates from the approved design without prior approval from the NAC.
 - d. While some deviation from the original design is acceptable due to the variation of sizes in storm drain structures, the principal theme and imagery of the approved design may not be changed.
 - e. All art must be completed within the timeframe set forth in the contract with the artist.
4. Funding. The NAC will provide \$3750 in Public Arts Board funding for the project in order to pay a stipend to the selected artist(s). The City will provide \$3750 in funding for materials needed for the selected artwork as well as in-kind services to ensure the inlets are properly prepared for art installation.

II. RIGHTS TO INSTALLED ARTWORK

- 1. Finished pieces of art will be the property of the City of Norman. The City and the NAC will be granted the exclusive right to reproduce copies of the work for fundraising, educational, and promotional materials.
- 2. Art installed as part of the Artful Inlets Program is subject to removal at any time for any purpose deemed necessary by the City.

III. MISCELLANEOUS PROVISIONS.

- 1. Hold Harmless Clause.
 - a. To the extent allowed by law, NAC does hereby agree to waive all claims against, release, and hold harmless City and all of its officials, officers, agents, and employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
 - b. To the extent allowed by law, City does hereby agree to waive all claims against, release, and hold harmless NAC and all of its officials, officers, agents, and employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of

injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

- c. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean that each party shall only be responsible for the actions of each party's own employees, officials, officers and agents. The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
2. The commissioning of artists shall be implemented 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.
3. This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can only be modified by written agreement of both parties.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the City and the NAC have executed this Agreement on the Effective Date set forth herein.

CITY OF NORMAN, OKLAHOMA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to form and legality this ____ day of _____, 2023.

City Attorney

NORMAN ARTS COUNCIL

By: _____
Executive Director

ATTEST:

By: _____
Board President

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-88: A PROJECT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT J3-6148(004)AG, JOB 36148(04) FOR THE CONSTRUCTION OF THE JENKINS AVENUE WIDENING PROJECT FROM IMHOFF ROAD TO LINDSEY STREET AND RESOLUTION R-2223-89.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/10/2023

REQUESTER: Tim Miles, Capital Projects Manager

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-88: A PROJECT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT J3-6148(004)AG, JOB 36148(04) FOR THE CONSTRUCTION OF THE JENKINS AVENUE WIDENING PROJECT FROM IMHOFF ROAD TO LINDSEY STREET AND RESOLUTION NO. R-2223-89.

BACKGROUND:

On April 2, 2019, the citizens of Norman voted in favor of a \$72 million transportation bond issue, which includes nineteen (19) projects. With the anticipated \$67 million in federal dollars being leveraged for these projects, approximately \$139 million is budgeted for the nineteen (19) projects. Please see the attached project list and map showing the approved projects.

On August 19, 2019, City staff advertised Request for Proposal RFP 1920-16 to solicit Consulting Engineering Services for the fourteen (14) bond projects still requiring design. The selection committee consisting of three (3) City staff and two (2) citizens shortlisted nine (9) consultant teams for interviews held on October 2, 2019. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- Cowan Group, Oklahoma City
- Freese and Nichols, Oklahoma City
- MacArthur Associated Consultants, Oklahoma City
- Olsson Associates, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance on their current projects and capabilities of their firm to complete a specific project.

On November 26, 2019, City Council awarded design contract K-1920-91, for the Jenkins Avenue Widening Project to Freese and Nichols of Oklahoma City in the amount of \$827,005.

On September 8, 2020, the Norman City Council approved Programming Resolution. R-2021-46 requesting federal funds for the Jenkins Avenue Widening Project. This resolution states the

City's commitment to adhere to the terms and conditions of a federally funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, up to a project maximum of \$7,500,000 in federal funds, and administration of the construction with the matching share from the City of Norman.

The City's current construction cost estimate for the project is \$9,375,000. Based on this amount, City 2019 Bond Funds will pay \$1,875,000 or 20% and federal funds will pay \$7,500,000 or 80% of construction and construction management costs. Federal funds have been secured for FFY2024, which means ODOT will conduct a bid opening for the project as early as November 2023. City staff, University of Oklahoma and ODOT are all working toward the November 2023 bid date. Construction is anticipated to start in February or March 2024. On June 14, 2022, City Council approved on-call consultant contract K-1314-103 with Pinnacle Consulting Group, Inc. of Oklahoma City for Right-of-Way acquisition services on the Jenkins Avenue Widening Project in the amount of \$74,500.00.

Tonight's agenda item is to approve an ODOT Project Agreement for the Jenkins Avenue Widening Project.

DISCUSSION:

Now that ACOG funding is secured for FFY2024, ODOT is ready to enter into a project agreement with the City of Norman. ODOT has requested the City approve the attached agreement that addresses the responsibilities of the City of Norman and ODOT. Staff has reviewed and recommends approval of the project agreement and resolution. In summary, the City's responsibilities are:

- Prepare plans for construction in conformance with ODOT 2019 Standard Specifications
- Provide necessary rights-of-way to construct the project and relocate any utilities
- Maintain the traffic signal equipment after construction
- Certify the project will comply with the Americans with Disabilities Act (ADA)
- Comply with environmental requirements
- Maintain the roadway and all drainage systems and facilities after construction
- Ensure permanent rights-of-way are free of any encroachments
- Maintain lighting and lighting systems
-

In summary, ODOT's responsibilities are:

- File jointly with the contractor the Notice of Intent (NOI) for a general construction storm water permit with the EPA which authorizes storm water discharges associated with construction activities
- Advertise and let the construction contract for this project
- Construct the project in accordance with the plans
- Provide competent supervision of the construction

The construction and construction management portion of the project is funded 80% by ODOT and 20% by local funds up to the maximum cap of \$7,500,000 for the ODOT federal funds. After the cap is reached, 100% of the construction and construction management costs will be local funds.

The funds for this ODOT agreement will be paid from the Jenkins Avenue Widening Project (BP0417, Construction Account 50594019-46101).

City staff are working toward a November 2023 ODOT bid opening for this project and are currently working through the right-of-way acquisition process and utility relocation with the University of Oklahoma.

RECOMMENDATION No. 1:

Staff further recommends approval of Contract K-2223-88 with the Oklahoma Department of Transportation.

RECOMMENDATION No. 2:

Staff further recommends approval of Resolution No. R-2223-89 adopting Contract K-2223-88, and if approved, authorize the execution thereof.

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

WIDEN JENKINS AVE. FROM IMHOFF RD EXTENDING NORTH 1.0 MILE TO
LINDSEY ST. IN NORMAN.

Project No.: J3-6148(004)AG

State Job No.: 36148(04)

This Agreement, made the day and year last written below, by and between the City of **NORMAN**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
WIDEN & RESURFACE	03	CLEVELAND	36148(04)	J3-6148(004)AG	STBG-UZA	WIDEN JENKINS AVE. FROM IMHOFF RD EXTENDING NORTH 1.0 MILE TO LINDSEY ST.

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101- 1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, STBG-UZA total estimated cost of **\$7,500,000**, as described below:

FUNDING SOURCE =>			STBG-UZA		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
36148(04)	Widen & Resurface	\$9,375,000	80 up to a limit of	\$7,500,000	Remainder	\$1,875,000
Total		\$9,375,000	Total=>	\$7,500,000	Total=>	\$1,875,000

4.2 Furthermore, the Department and the Sponsor agree that actual STBG-UZA costs incurred by project phases (**JP 36148(04)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of- way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans,

Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) Nondiscrimination:

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) Information and Reports:

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) Sanctions for Noncompliance:

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) Incorporation of Provisions:

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party in writing.

SECTION 8: GOVERNING LAW AND VENUE

- 8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

- 9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

- 10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

- 11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 20_____, and the Department on the _____ day of _____, 20_____.

THE CITY OF NORMAN

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF NORMAN

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Engineer Date

Director of Project Delivery Date

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel Date

Deputy Director Date

RESOLUTION NO. R-2223-89**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA:**

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number J3-6148(004)AG, State Job Number 36148(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this ____ day of _____, _____.

CITY OF NORMAN

Mayor

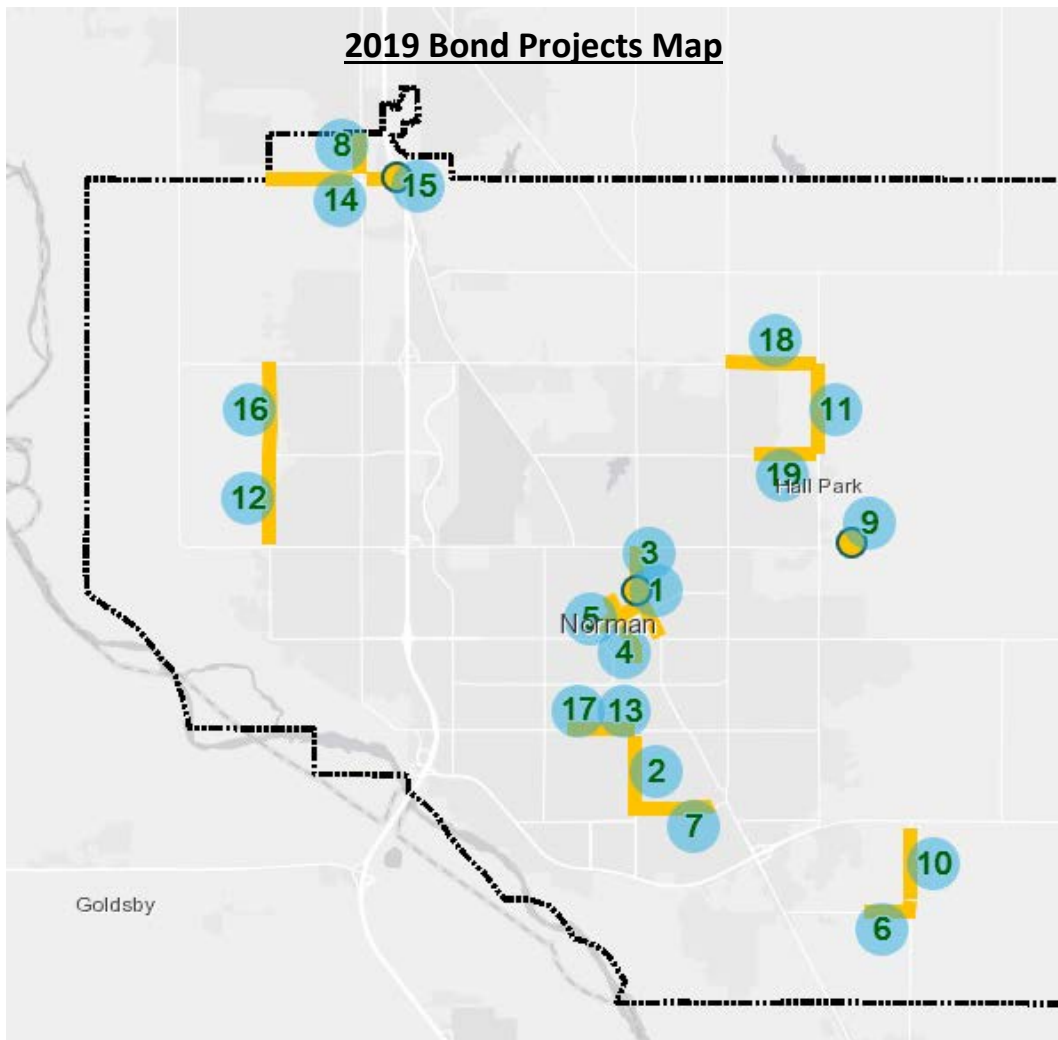
ATTEST:

City Clerk

Approved as to form and legality this ____ day of _____, _____

City Attorney

2019 Bond Projects List		
Construction Year	Project No. on Map	Project Location
2020	1	Porter Avenue and Acres Street
2021	2	Jenkins Avenue - Imhoff Road to Lindsey Street
2021	3	Porter Avenue Streetscape
2022	4	James Garner Avenue - Acres to Duffy
2022	5	Gray Street Two-Way Conversion
2023	6	Cedar Lane Road - East of 24th Avenue SE to 36th Avenue SE
2023	7	Constitution Street - Jenkins to Classen
2024	8	36th Avenue NW - North of Indian Hills Road to Moore City Limit
2024	9	Traffic Management Center
2025	10	36th Avenue SE - Cedar Lane Road to State Highway 9
2025	11	24th Avenue NE - Rock Creek Road to Tecumseh Road
2026	12	48th Avenue NW - Phase 1 - Robinson Street to Rock Creek Road
2027	13	Lindsey Street Special Corridor (Elm Avenue to Jenkins Avenue)
2028	14	Indian Hills Road - 48th Avenue NW to Interstate 35
2028	15	Indian Hills Road and I-35 Interchange Match Funds
2029	16	48th Avenue NW - Phase 2 - Rock Creek Road to Tecumseh Road
2029	17	Lindsey Street Special Corridor (Pickard Avenue to Elm Avenue)
2030	18	Tecumseh Road - 12th Ave NE to 24th Ave NE
2030	19	Rock Creek Road - Queenston to 24th Avenue NE



File Attachments for Item:

15. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-108: A PROJECT, MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT J3-6151(004)AG, STATE JOB 36151(04), TO PROVIDE TRAFFIC SIGNAL INTERCONNECTION ON 36TH AVENUE N.W. BETWEEN TECUMSEH ROAD AND ROBINSON STREET AND RESOLUTION R-2223-90.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/24/2023

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-108: A PROJECT, MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT J3-6151(004)AG, STATE JOB 36151(04), TO PROVIDE TRAFFIC SIGNAL INTERCONNECTION ON 36TH AVENUE N.W. BETWEEN TECUMSEH ROAD AND ROBINSON STREET AND RESOLUTION R-2223-90.

BACKGROUND:

The 2015 – Fixing America’s Surface Transportation (FAST) federal transportation funding bill allocates approximately \$21 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. New traffic signals along federal functionally classified roads are eligible for 100% federal funding.

On February 23, 2021, City Council adopted resolution R-2021-87, which was later forwarded to both the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation (ODOT) requesting federal funds to pay for 100% of the construction cost. In the resolution the City agreed to the terms and conditions of a federally funded project by stating its willingness to assume the responsibility for the preparation of engineering plans, the purchase of any additional right-of-way, the relocation of public utilities and funding of the local share of the construction cost, which is normally 0% for federal safety projects. On May 12, 2022, ACOG recommended to ODOT that the project be included in the FFY 2024 Area Transportation Improvement Program (TIP).

Final plans for the 36th Avenue NW Traffic Signal Fiber Optic Interconnect Project between Robinson Street and Tecumseh Road are nearing completion, allowing connection of adjacent signals to be realized in the most efficient manner possible—using fiber optic cable, with the understanding that plans are progressing toward a November 2023 bid opening. The plans were developed “in house” by the engineering staff in the Traffic Control Division. Construction is anticipated to begin in the winter of 2024 with completion of the work in May of the same year.

This project will provide fiber optic interconnect along the two miles of 36th Avenue NW between Robinson Street and Tecumseh Road allowing for one existing traffic signal and three future traffic signals to be brought into the City's Advanced Traffic Management System that will be utilized, to its utmost extent, in the City's new Traffic Management Center that is expected to be operational in late 2023. The estimated construction cost of \$521,498 will be funded with 100% federal funds as a safety improvement project.

DISCUSSION:

The Oklahoma Department of Transportation requires the City to execute a project agreement and to adopt it by resolution before opening the project to contract. The agreement addresses the responsibilities of the City and the Department during and after the construction of the project. Both the resolution and agreement have been reviewed by staff and approved by the City Attorney's Office.

RECOMMENDATION:

Staff recommends approval of Contract K-2223-108 and Resolution R-2223-90 with ODOT for the Installation of Traffic Signal Interconnect along 36th Avenue NW between Robinson Street and Tecumseh Road.

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

36TH AVE NW TRAFFIC SIGNAL INTERCONNECT TECUMSEH TO ROBINSON IN NORMAN

Project No.: J3-6151(004)AG

State Job No.: 36151(04)

This Agreement, made the day and year last written below, by and between the City of **Norman**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
TRAFFIC SIGNALS	03	CLEVELAND	36151(04)	J3-6151(004)AG	STBG-UZA	36TH AVE NW TRAFFIC SIGNAL INTERCONNECT TECUMSEH TO ROBINSON IN NORMAN

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101- 1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, STBG-UZA total estimated cost of **\$521,498**, as described below:

FUNDING SOURCE =>			STBG-UZA		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
36151(04)	Construction - (With 6% Inspection)	\$521,498	100 up to a limit of	\$521,498	Remainder	\$0
Total		\$521,498	Total=>	\$521,498	Total=>	\$0

4.2 Furthermore, the Department and the Sponsor agree that actual STBG-UZA costs incurred by project phases (**JP 36151(04)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans,

Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) Nondiscrimination:

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) Information and Reports:

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) Sanctions for Noncompliance:

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) Incorporation of Provisions:

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party in writing.

SECTION 8: GOVERNING LAW AND VENUE

- 8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

- 9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

- 10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

- 11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 20_____, and the Department on the _____ day of _____, 20_____.

THE CITY OF NORMAN

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF NORMAN

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Engineer Date

Director of Project Delivery Date

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel Date

Deputy Director Date

RESOLUTION NO. R-2223-90

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project No. J3-6151(004)AG, State Job Number 36151(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this ____ day of _____, 2023.

CITY OF NORMAN

Mayor

ATTEST:

City Clerk

Approved as to form and legality this _____ day of _____, 2023.

City Attorney

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-110: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND P.D.G, L.L.C., D/B/A PLANNING DESIGN GROUP IN THE AMOUNT OF \$264,150 TO PROVIDE PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE NORMAN NATURE PARK TO BE LOCATED AT THE INTERSECTION OF CARTER AVENUE AND ALAMEDA STREET AND BUDGET TRANSFER BETWEEN PROJECT ACCOUNTS AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/24/2023

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-110: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND P.D.G, L.L.C., D/B/A PLANNING DESIGN GROUP IN THE AMOUNT OF \$264,150 TO PROVIDE PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE NORMAN NATURE PARK TO BE LOCATED AT THE INTERSECTION OF CARTER AVENUE AND ALAMEDA STREET AND BUDGET TRANSFER BETWEEN PROJECT ACCOUNTS AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On April 12, 2021 the City of Norman purchased 5.14 acres of land located at the corner of Alameda Street and Carter Avenue, just east of Porter Avenue. The land is undeveloped, with heavy tree cover and a large creek passing through it.

On April 27, 2021, the City of Norman entered into a stand-alone contract with the Planning Design Group (P.D.G.) in the amount of \$9,750 for preliminary design services for the Norman Nature Park Master Plan to be created on this site.

On September 21, 2021, Staff presented the Conceptual Master Plan for the Norman Nature Park to Councilmembers during a City Council Study Session.

On June 14, 2022, Council approved and allocated \$1,500,000 in the Capital Improvements Projects Budget for FY23 for the design and construction of the Norman Nature Park (referred to as the Carter/Alameda Stormwater Park).

DISCUSSION:

P.D.G. has worked with the City of Norman on several park projects over the years, has experience designing parks that incorporate stormwater and nature play, and has knowledge of what is required to design and construct this park based on the initial research they conducted in order to prepare the Conceptual Master Plan noted above. Staff has been in discussions with P.D.G. regarding architectural design services necessary for the development and construction of the Norman Nature Park. Those services include, but are not limited to, work related to the

permitting and environmental reviews that will be required for this site, due to the presence of a blue-line stream on the property.

P.D.G. has provided a proposal in the amount of \$264,150 for the following services:

- Project Programming and Master Plan Refinement (including, but not limited to, a final Survey of the land, Geotechnical report, Soil Analysis, Environmental Study, Hydrology report, securing Permits, and public presentations).
- Design development and preparation of Construction Documents
- Bidding and Construction Administration services

Details of the proposal are included in the attached contract.

Funds are available in Carter/Alameda Stormwater Park Design (account 50794442-46201; project PR0028) to cover the costs associated with this design contract.

RECOMMENDATION NO 1:

Staff recommends approval of Contract K-2223-110, between the City of Norman and P.D.G., L.L.C. d/b/a Planning Design Group, in the amount of \$264,150 for Professional Architectural Design Services for the Norman Nature Park.

RECOMMENDATION NO 2:

It is further recommended that the City Council approve a budget transfer of \$264,150 from Carter/Alameda Stormwater Park Construction (account 50794442-46101; project PR0028) to Design (account 50794442-46201; project PR0028).

CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

This Contract for Design services for the development and construction of The Norman Nature Park Project ("Contract") is entered into this day of , 2023, by and between the City of Norman, a municipal corporation ("City"), and its successors in interest, and PDG, LLC ("Design Consultant").

WITNESSETH:

DEVELOPMENT AND CONSTRUCTION OF THE NORMAN NATURE PARK PROJECT

WHEREAS, the City intends to engage the services of the Design Consultant to construct The Norman Nature Park Project in the City of Norman and

WHEREAS, the Design Consultant will provide professional services for the project in accordance with this Contract, including the scope of work incorporated herein and as set forth in Exhibit A attached hereto; and

WHEREAS, the Design Consultant has been selected under the standards adopted procedures prescribed by The City of Norman, and is made a part of this Contract by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

A.	<i>Design Consultant services</i>	The performance of professional services such as consultations, investigations, reconnaissance, research, planning, design, preparation of construction drawings and specifications, and construction observation in connection with the arranging of land and the elements thereon for public and private use and enjoyment, including layout of roadways, service areas, parking areas, walkways, steps, ramps, pools, the location of buildings and other structures, and the grading of land, surface and subsoil drainage, erosion control, planting, reforestation, and the preservation of the natural landscape, in accordance with accepted professional standards.
B.	<i>contract documents</i>	Those documents required to construct, renovate and/or modernize the project, including but not limited to standard provisions, special provisions, drawings, plans and specifications.
C.	<i>City</i>	The officer of the City in charge of engineering, construction and maintenance contracts on public rights-of-way, on public lands and capital improvement projects.
D.	<i>estimated construction cost</i>	That amount which has been designated as the maximum amount for the construction cost of the project

2. **Basic Services:** The Design Consultant is hereby engaged and employed by the City to perform in accordance with good Landscape Architectural practices and in the best interest of the City all of the work as set out herein and including Exhibit A, which is attached hereto and incorporated as a part of this Contract, including but not limited to the following:

A. PROJECT PROGRAMMING AND MASTER PLAN REFINEMENT

Task 1 Project Programming, Site Investigation, and Master Plan Refinement Services

- (1) Detailed Survey/Base Map Development
- (2) Geotechnical Report
- (3) Environmental Study (Archaeological Survey, Wetland Delineation & Bio Assessment)
- (4) Hydrology & Permitting (Hydraulic Modeling, FEMA, Flood Study, CLOMR & LOMR, 404 Individual Permit, City Floodplain Permit)
- (5) Site Analysis and Resource Inventory (natural and manmade)
- (6) Master Plan Refinement
- (7) Meeting with City Staff and Council
 - Two (2) meetings with Park Board
 - Two (2) meetings with City Council

B. DESIGN DEVELOPMENT/PRELIMINARY PLAN SERVICES

Task 2 Design Development/Preliminary Plan Services

(a) Prepare schematic design studies, including review and comment of the project and design development documents. The Design Consultant shall prepare schematic design studies consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the City Engineer. The Design Consultant shall prepare from the approved schematic design studies the design development document/preliminary plans consisting of drawings and other documents to fix and describe the size and character of the project as to structural, mechanical and electrical systems, preliminary site drawing, materials and such other essentials as may be appropriate. The preliminary site drawing shall include a topographical survey of the site, layout of any existing proposed and/or recommended sanitary sewers, water lines, storm sewers, all other underground obstructions, street improvements, site drainage and detention studies as appropriate, any and/or all of which might affect the construction of this project. The design development document/preliminary plans shall include, if applicable, a drainage study to determine one-hundred (100) year flood elevation; these computations shall be included in preliminary plans.

(b) Prepare an approximate estimate of the construction costs of said improvements, extensions and repairs.

(c) Hold all necessary conferences with the City and all other interested parties.

(d) Prepare the design development document/preliminary plans to the City covering the Design Consultant's preliminary surveys, studies, investigations and other items as specified in paragraph "Basic Services" A. (1), (2) and (3) and Exhibit A hereof. If applicable, the plans shall include a drainage study with complete computations and calculations and shall cover the total construction work by phases or sections and shall recommend to the City the order of construction and completion of each phase of construction.

(e) Furnish the City with Digital Copies, and up to two (2) printed sets, of the

preliminary documents free of cost to the City. The cost of any additional copies of preliminary reports as the City may require will be reimbursed at the net cost thereof.

(f) Identify and prepare all requirements for the City to order the geotechnical investigation (to be paid by PDG), including but not limited to sampling, test boring, subsurface explorations, analysis and other investigations required for determining conditions and geotechnical recommendations for foundations and paving design.

(g) The preliminary plans shall be recommended by the Authority Engineer for formal approval by the Authority.

C. CONSTRUCTION DOCUMENT/FINAL PLAN SERVICES

Task 3 Construction Document/Final Plan Services

(a) Prepare final plans, bid documents, specifications and estimate of costs.

(b) After approval of the design development document/preliminary report in whole or in part by the City, the Design Consultant shall proceed as directed in writing by the City Engineer to prepare detailed plans and specifications, using wherever applicable, City standards, details and specifications for such work. The Design Consultant shall complete said plans and specifications for submission to the City for its approval. All final as-built plans must be reproducible.

1. Scale for plan and profile sheets for preliminary and final plans shall be approved by the City Engineer prior to preparation of plans.
2. Aerial photographs will not be permitted for plan and profile sheets of the final construction plans.
3. The Design Consultant shall indicate on final plan and profiles all water lines, sanitary sewer lines, gas lines, oil lines, telephone conduits and all other underground obstructions which might affect the construction of the project

(c) Should it be necessary to extend or relocate public utilities, storm sewer, sanitary sewer, waterlines, or paving, the Design Consultant shall enlist the aid of a Registered Professional Engineer at the City's expense to prepare construction documents as may be required for these improvements and submit same to the City Engineer for approval. Detailed construction plans will be required on all storm sewer, sanitary sewer, waterlines, and paving construction and shall include the following:

1. Plan and profile of all proposed improvements. Indicate right-of-way and/or easement, state whether existing or to be acquired.
2. Include complete drainage map and calculations, detail of special structures, typical paving section, manhole detail, storm sewer inlet details, etc.
3. All such plans must be signed and sealed by a Professional Engineer registered in the State of Oklahoma.
4. The horizontal scale used on plan and profile sheets shall be determined by the Authority based on the work depicted.
5. Sheet size shall be 24" x 36".
6. All street returns shall meet City of Norman Requirements.
7. On construction plans the streets should reflect the name, existing surface and existing and proposed right-of-way width.
8. All utility easements shall meet the City of Norman Requirements.
9. All elevations shown on the plans shall be based on United States

Geological Survey datum.

(d) The Design Consultant shall assemble said plans and specifications for submission to the City for their approval. All original plans must be reproducible.

(e) Upon preliminary completion of final plans for formal submittal to the City, the Design Consultant will submit Digital Copies, and up to two (2) printed sets, of the final plans and specifications free of cost to the City. The cost of any additional copies of preliminary reports as the City may require will be reimbursed at the net cost thereof.

(f) Prepare and furnish the City all final plans and specifications, all necessary forms for construction proposals and advertisements for bids, subject to approval of the City, employing wherever applicable, standard City forms, in completed form.

(g) Furnish the City Digital Copies, and up to three (3) copies of all final plans and specifications with cost included in the Basic Services Fee. The Design Consultant will distribute bidding plan sets from their office via digital files in a shared folder at no charge to the plan holders.

(h) Identify and coordinate all requirements for geotechnical investigation, including but not limited to sampling, test boring, subsurface explorations, analysis and other investigations required for determining conditions and geotechnical recommendations for foundations and paving design. Identify and coordinate sampling and analysis of water and other substances as appropriate.

(i) Confirm and/or supplement the geotechnical requirement described in Preliminary Report Services above.

(j) The laboratories will be selected by PDG, and costs of sampling, analysis, borings, tests, or explorations and investigations will be paid by PDG.

(k) Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.

(l) Prior to the submission of contract documents to the City for solicitation of bids, the Design Consultant shall submit plans and specifications required for the granting of all necessary building permits.

(m) Prepare all necessary plans, studies and applications for submission to City, State and Federal authorities as may be required for the initiation, prosecution, construction and for approval of grants and permits at no additional cost to the City.

(n) Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire project limits of all storm sewers, sanitary sewers, paving, water and/or appurtenances. The Design Consultant shall provide a permanent bench mark as close as possible to the proposed construction.

D. BIDDING SERVICES

Task 4 Bidding Services

(a) Meet with the City or its representatives at any time for consultation/conference, as directed in writing by the City Engineer. In this connection, the Design Consultant shall hold at least one (1) pre-bid conference with prospective bidders.

(b) Answer all City and bidder's questions regarding the bidding of the project, prepare and distribute upon approval by the City Engineer, all addendums for the project.

(c) Prior to bid opening, the Design Consultant shall submit a **sealed** construction cost estimate to the City derived from the Design Consultant's approved final plans and specifications.

(d) The City will receive the proposals (bids) and the Design Consultant will receive a copy of the proposals from the City. The Design Consultant will review and evaluate the proposals and will make recommendations to the City for an award. The Design Consultant shall assist, review and make recommendations to the City on all construction contract issues.

(e) If bids are received, all of which exceed the estimated construction cost, the Design Consultant shall revise its plans as directed by the City, pursuant to the paragraph number 21 "Estimated Cost for Construction" of this Contract.

E. CONSTRUCTION ADMINISTRATION SERVICES

Task 5 Construction Administration Services

(a) The Design Consultant shall provide administration of the construction contract during construction and until final payment is made to the contractor. The City will provide on-site inspection on a day-to-day basis as well as all code inspections.

(b) Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.

(c) Assist in coordination of pre-work conferences for the contractor(s), the City and all other interested parties. The City will issue all work orders for the project.

(d) Establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the construction contractor shall set its control for construction. Provide a permanent benchmark as close as possible to the proposed construction area. All surveys and control points shall be tied to the Authority's GIS control network and datum. Construction staking is to be performed by the construction contractor. The Landscape Architect will periodically review the contractor's construction staking survey field notes and the actual staking to verify line and grade in accordance with the Contract Documents.

(e) Provide interpretation of the plans and specifications in accordance with the intent of the contract documents. Such interpretations shall be made upon request of the City and its representatives or the contractor, to safeguard the City against defects and deficiencies in the construction. When making such interpretations and decisions, the Design Consultant will endeavor to secure faithful performance by the contractor. The Design Consultant does not guarantee the performance of the contract by the contractor(s), nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a contractor's failure to carry out the work in accordance with the contract documents.

(f) Perform coordination of the work of inspection and laboratories selected by the City for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such

laboratories or bureaus. The costs of all such tests and inspection by laboratories will be paid by the City.

(g) Review and recommend approval of testing laboratory claim vouchers.

(h) The Design Consultant shall visit the site with qualified Architectural, Civil, Structural, Mechanical, Electrical, etc., representatives at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. This will take place at a scheduled on-site meeting with the City, contractor and the Design Consultant or his consultants. The Design Consultant will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the contract documents. However, the Design Consultant is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. The Design Consultant will keep the City informed of progress of the work, and will endeavor to guard the City against defects and deficiencies of the work. The City will assign a City inspector to the project that will communicate with the Design Consultant as necessary in between scheduled meetings. The City inspector will keep a daily log for work days and general progress of the project.

(i) Review all necessary information for monthly estimates of the quantity of work performed, and review the claim vouchers for payments to be made to the contractor(s) during the progress of the work and upon completion of any and all work and report the same to the City.

(j) Review the contractor's final request for payment and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.

(k) Prepare and keep a record of the meeting minutes for the scheduled meetings, including a summary of work performed by any contractor on this project for the previous work week. This will be distributed to the City and all interested parties. The report shall be distributed by the following scheduled construction meeting.

(l) Except as otherwise provided in this contract, communications with the Design Consultant's consultants will be through PDG. Communications with the contractor's subcontractors and material suppliers will be through the contractor. Communications with other City contractors will be through the City. The Design Consultant shall be available at all times for the purpose of communication.

(m) The Design Consultant shall recommend rejection to the City Engineer and/or City Inspector of work that does not conform to the contract documents. At any time during construction, the Design Consultant may be given the authority to require additional inspection or testing of the work by the City Engineer.

(n) The Design Consultant shall review for conformance with contract documents, and approve or take other appropriate action upon the contractor's submittals, such as shop drawings, product data and samples. The Design Consultant's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the contract documents. The Design Consultant's review of

the contractor's submittals will not relieve the contractor of its contractual obligation to the City as required by the contract documents. The Design Consultant's review of the contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Design Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(o) The Design Consultant shall reply to contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Design Consultant may recommend minor changes in the work, not inconsistent with the intent of the contract documents. Such recommended changes shall be made by written order approved by the City Engineer and shall be binding upon the contractor.

(p) The Design Consultant shall conduct observations and inspections as required to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Design Consultant shall receive and forward to the City all written warranties and any related documents required by the contract documents and assembled by the contractor. The Design Consultant will recommend approval of the contractor's final certificate of payment upon completion of the work and compliance with the requirements of the contract documents.

(q) The Design Consultant will review reports furnished by the City's inspector to evaluate and determine compliance with the contract documents. Significant variations between reported conditions and the contract documents shall be verified by the Design Consultant and resolved with the contractor and the City. The Design Consultant's duty to review reports and initiate remedial action shall not extend to the contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.

3. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City unless such work or service is first approved in writing by the City.
4. **Compensation.** The aggregate total compensation for all Design Consultant services under this Contract shall not exceed a total fee of **\$264,150** for Basic Services as specifically set forth in Exhibit B, attached hereto and incorporated herein.
5. **Payments.**

(a) Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Design Consultant shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The City agrees to pay the Design Consultant, as compensation for such Design Consultant services as listed herein. Professional consultants engaged for the normal Architectural, Civil, Structural, Electrical or Mechanical Engineering services shall be billed to the City by the Design Consultant as part of the Design Consultant total compensation.

(b) The Design Consultant shall present the invoice to the City for compensation and payment. The City will review the invoice and claim voucher for payment. Should the City question or request additional documentation or disapprove all or a portion of any invoice, the Design Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice and claim to be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of the "not to exceed" amounts or limitations established in Exhibit B.

(c) Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.

6. **As-Built Drawings**

Upon termination or completion of this Contract, the Design Consultant shall, at its expense, correct the original drawings [show all as-built changes based on information provided by the construction contractor] with the actual construction included under this Contract and shall furnish the City, without expense, Digital Copies of the corrected original with date of drawing on each sheet. All changes must be highlighted on the final drawings, showing any and all changes. All written comments or other markings on the drawings must be in black ink (red or other colors are not reproducible and will not be accepted).

7. **Indemnity.** To the fullest extent permitted by law, the Design Consultant agrees to release, defend, indemnify and save harmless the City and any participating public trust, their officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Design Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Design Consultant's use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Design Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Design Consultant shall promptly advise the City and any participating public trust, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Design Consultant, at its expense, shall assume the defense of the City and any participating trust, with counsel satisfactory to the City and any participating trust. This section shall survive the expiration of the Contract. Provided, however, the Design Consultant need not release, defend, indemnify or save harmless the City and any participating public trust, or their officers, agents and employees, from damages or injuries resulting from the negligence of the City and any participating public trust, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

8. **Insurance.** Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the City and any participating public trust.

- A. During the term of the Contract, the Design Consultant shall provide, pay for, and maintain with companies satisfactory to the City and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the state of Oklahoma. All liability policies (except professional liability policies) shall provide that the City and any participating public trust are named additional insureds as to the operations of the Design Consultant under this Contract and shall also provide the following Severability of Interest Provision:

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed certificates of Insurance. The certificate must be

signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City and any participating public trust on a timely basis if requested by the City and any participating public trust. The required policies of insurance shall be performable in Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to the City and any participating public trust of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Design Consultant shall immediately notify the City and any participating public trust and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and any participating public trust requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Design Consultant hereby agrees to promptly authorize and have delivered to the City and any participating public trust such statement. The Design Consultant authorizes the City and any participating public trust to confirm all information so furnished as to the Design Consultant's compliance with its bonds and insurance requirements with the Design Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Design Consultant shall be primary to any insurance or self-insurance program carried by the City and any participating public trust.

- B. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Design Consultant by the City and any participating public trust.
- C. The insurance coverage and limits required of the Design Consultant under this Contract are designed to meet the minimum requirements of the City and any participating public trust. Such coverage and limits are not designed as a recommended insurance program for the Design Consultant. The Design Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Design Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Design Consultant should seek professional assistance.
- D. Any deductibles or self-insured retentions or any scheme other than a fully insured program of general liability, automobile liability and/or employer's liability must be declared by the Design Consultant for approval in advance by the City and any participating public trust. At the option of the City and any participating public trust: (1) the Design Consultant shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City and any participating public trust; or (2) the Design Consultant shall procure a bond guaranteeing payment of the losses and related investigations, claim administration and defense expenses not otherwise covered by the Design Consultant's insurance because of deductibles or self-insurance retentions; or (3) the Design Consultant shall provide owner's protection liability coverage with the City and any participating trust as the named insured's, for the commercial general liability requirement, in a combined single-limit bodily injury and property damage amount of One Million Dollars (\$1,000,000.00)
- E. The Design Consultant shall provide the City the following insurance:
 - (1) Worker's compensation and employer's liability. The Design Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted,

the Design Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability Insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Design Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Design Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

- (2) Commercial general liability insurance. The Design Consultant shall maintain during the term of the Contract sufficient commercial general liability Insurance to protect the Design Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Design Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time and currently are:
- a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount not less than One Hundred Twenty-Five Thousand Dollars (\$125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Note: If commercial general liability coverage is written in a "claims-made" form, the Design Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

- (3) Automobile liability insurance shall be maintained by the Design Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$125,000.00	Limit each person
	\$1,000,000.00	Limit each accident
Property damage liability	\$25,000.00	Limit each accident or
Bodily injury and property damage liability	\$1,000,000.00	Combined single limit each accident

- (4) Valuable paper insurance in an amount not less than fifty percent (50%) of the Design Consultant's total fee to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as "documents") obtained or prepared as a part of this Contract and the delivery of said documents to the City and

any participating public trust upon the completion, expiration, cancellation or termination of this Contract. The City and any participating public trust is to be named as loss payee for its interest only.

- (5) Professional liability insurance. Before this Contract may become effective, the Design Consultant shall provide the City and any participating public trust with a certificate of insurance evidencing the Design Consultant's coverage under a Professional Liability Insurance Policy in an amount not less than \$1,000,000 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of this project.

Any lapse of insurance coverage is declared a breach of this Contract. The City and any participating public trust may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.

9. **Termination for Convenience.** The City may terminate this Contract, in whole or in part, for the City's convenience. The City may terminate by delivery of a notice to the Design Consultant, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Design Consultant shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the City all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by the City, the City shall pay the Design Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not to exceed amounts set in this Contract.

The rights and remedies of the City provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract.

10. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, or emailed (with hard copy follow up by mail or delivery) addressed as follows:

To the City:

City of Norman
201 West Gray Street, Building C
Norman, OK 73070
Attn: Jason Olsen, Director of Parks and Recreation
Phone Number: (405) 366-5472 Email: jason.olsen@normanok.gov

To the Design Consultant:

PDG, LLC. d.b.a. Planning Design Group
5314 South Yale Ave., Suite 510
Tulsa, Oklahoma 74135
Attn: Jim Crosby, PLA, President
Phone Number: (918) 628-1255 Email: jcrosby@pdgtulsa.com

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when hard copies are delivered.

11. **Stop Work.** Upon notice to the Design Consultant, the City may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract. In the event the City issues a stop work order to the Design Consultant, the City will provide a copy of such stop work order to the contractor.
12. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Design Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.
13. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the City, or until the final resolution of any outstanding disputes between the City and the Design Consultant or the contractor(s) on the project, the Design Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Design Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Design Consultant shall permit periodic audits by the City and the City's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City and Design Consultant. Agreement as to the time and place for audits may not be unreasonably withheld.
14. **Reporting to the Authority.** The Design Consultant shall report to the City on a regular monthly basis and on an as needed basis.
15. **Prohibition Against Collusion.** The Design Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Design Consultant to solicit or secure this Contract. The Design Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Design Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Design Consultant must execute the Anti-collision Affidavit, attached as Exhibit C, prior to the effective date of this Contract.
16. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any work performed by the Design Consultant's employees, sub-consultants or subcontractors on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Design Consultant to require all employees, sub-consultants, or subcontractors engaged by the Design Consultant of any business relationship (formal or otherwise) which may pertain directly or indirectly to this project and/or which may in any way be (or construed to be) a conflict of interest. The Design Consultant will subsequently notify the City of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the City may be cause for rejection of the bid in question and/or cancellation of the Design Consultant's contract.
17. **Work Orders.** The Design Consultant shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the City Engineer.

18. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Design Consultant. Reuse of said documents by the City shall be at the City's risk and responsibility and not that of the Design Consultant. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, the Design Consultant shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These back up CADD computer files are the property of the Design Consultant.
19. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations, the ("FAR"), the American Institute of Architects ("AIA"), the American Society of Landscape Architects ("ASLA") or any other publication, is not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation.
20. **Standard of Care.** In providing the work and services herein, the Design Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Design Consultant agrees to require all of its consultants, by the terms of its consultants' contracts, to provide services at the same standard of reasonable care, skill, diligence and professional competence required of the Design Consultant.
21. **Estimated Construction Cost.** If the lowest and best bid proposed in response to a timely solicitation of bids for construction of the project, in accordance with the bidding documents provided by the Design Consultant, exceeds the estimated construction cost or funds available for this project, the Design Consultant, at no increase or additional cost to the City, shall redesign the project and redraft the bidding documents so that the construction bids pursuant to a subsequent solicitation come within the estimated construction cost.
22. **Design Corrections.** The Design Consultant agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Design Consultant, at no cost to the City. The Design Consultant further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Design Consultant is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the City upon its review or inspection, nor is the Design Consultant relieved from liability for the City's lack of review or inspection of said documents.
23. **Notice of Design Limitations.** The Design Consultant will immediately advise the City at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Contract.
24. **Sub-consultants.** Design Consultant agrees to submit for approval by the City, prior to engagement, a list of sub-consultants or subcontractors the Design Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonably withheld.
25. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Design Consultant agrees as follows:
 - A. The Design Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Design Consultant shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or

disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship

- B. In the event of the Design Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the City. The Design Consultant may be declared by the City ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Design Consultant.
 - C. The Design Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Design Consultant shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit D, prior to the effective date of this Contract.
26. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Design Consultant to provide professional and personal services to the City, the parties agree that the Design Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.
27. **Termination for Default.** The City may cancel this Contract in whole or in part, for failure of the Design Consultant to fulfill or promptly fulfill its obligations under this Contract.
- A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.
 - B. If this Contract is terminated by reason of a default of the Design Consultant prior to the completion of this project, regardless of the reason for said termination, the Design Consultant shall immediately assign to the City any contracts and/or agreements relative to this project entered into between the Design Consultant and its subcontractors and sub-consultants, as the City may designate in writing and with the consent of the sub-contractors and sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City, the City shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Design Consultant from and after the date of such assignment to and acceptance by the City. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the City shall constitute a debt between the Design Consultant and the affected subcontractors or sub-consultants, and the City shall in no way be deemed liable for such sums. The Design Consultant shall include this provision and the City's rights and obligations hereunder in all agreements or contracts entered into with the Design Consultant's subcontractors and sub-consultants.
 - C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.
28. **Time Is of the Essence.** Both the City and the Design Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City to timely object to the time of performance shall not waive any right of the City to object at a later time.

29. **No Damage for Delay.** No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to the Design Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Design Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
30. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
31. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City and the Design Consultant concerning the Contract. Neither the City nor the Design Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.
32. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the City and the Design Consultant. In the event the Design Consultant's scope of work is increased or changed so as to materially increase the need for Design Consultant services in excess of the not to exceed total compensation, the Design Consultant may seek to amend this Contract.
33. **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.
34. **Descriptive Headings.** The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
35. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
36. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.
37. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
38. **Venue of Actions.** The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the District Court of Cleveland County.
39. **Effective Date.** The effective date of this Contract shall be the date of execution of this Contract by the City.

IN WITNESS WHEREOF, this Contract was approved and executed by the City of Norman this _____ day of _____, 2023.

THE CITY OF NORMAN

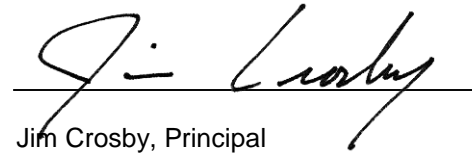
ATTEST:

City Clerk

Mayor

IN WITNESS WHEREOF, this Contract was executed and approved by the Design Consultant this 18th day of January, 2023.

PDG, LLC



Jim Crosby, Principal

APPROVED as to form and legality this _____ day of _____, 2023.

City Attorney

**EXHIBIT A
SCOPE OF WORK
DEVELOPMENT AND CONSTRUCTION OF THE NORMAN NATURE PARK
PAGE 1**

A. PROJECT PROGRAMMING AND MASTER PLAN REFINEMENT

TASK 1 Project Programming, Site Investigation, and Master Plan Refinement

1.1 Survey of The Norman Nature Park Project Area:

The survey area for the project consists of approximately 3.25 Acres including the Project Site and surrounding areas.

- Prepare a detailed topographical survey for the project areas: all substantial features (buildings, curb, sidewalk, paving, fences, grade breaks, signs, power poles, utilities etc.)
- Benchmarks and permanent network control points will be throughout the limits of surveying support to be used for construction and future development.
- Calculate existing boundary and meander lines as provided from latest City of Norman or County records, and establish or confirm monumentation where required.
- Review by Professional Land Surveyor
- Deliverables include the following:
 - Network Control Data Sheets (for subsequent use)
 - Topographic Survey in CAD format
 - Right of Way survey (all property lines, platted parcels, un-platted parcels, section data) in CAD format
 - All other materials used during the course of preparing the deliverables (field notes, parcel data, filed Certified Corner References, plats, etc.)

1.2 Geotechnical Report for The Norman Nature Park Project Area:

The design team will engage a soils engineer to prepare a Geotechnical report to make recommendations on structural, roadway and parking facilities. The report will include roughly Eight (8) drilled holes for analysis.

1.3 Environmental Study:

- The design team will engage a specialist to perform an Archaeological Survey. This will be performed by *Afrendas Archaeology*.
- The design team will perform a Wetland Delineation & Biological Assessment (including Endangered Species Act effect determinations)

1.4 Hydrology and Permitting:

- The design team will engage a specialist to perform the following:
 - Hydraulic Modeling
 - FEMA Flood Study, CLOMR, & LOMR (does NOT include FEMA review fees)
 - USACE 404 Individual Permit (does NOT include post-construction monitoring, if required)
 - City Floodplain Permit (inc. Board presentations)

**EXHIBIT A
SCOPE OF WORK
DEVELOPMENT AND CONSTRUCTION OF THE NORMAN NATURE PARK
PAGE 2**

- 1.5 Site Analysis and Resource Inventory (Natural and Manmade):
- Flood-prone areas
 - Topography
 - Existing Utilities, Easements & Oil Wells
 - Accessibility (Pedestrian & Vehicular)
 - Relation to Surrounding Land Uses and Zoning
- 1.6 Master Plan Refinement:
The design team will revise the current Master Plan based on the information discovered in items 1.1 thru 1.5. This will include the possibility of designing with multiple sites.
- 1.7 Meeting with Park Board and Council:
The design team will meet with the Park Board and City Council as directed by the City of Norman. This will include up to two (2) Meetings with the Park Board and two (2) Meetings with the City Council. These meetings can be held anytime withing the Task One scope of work.

B. DESIGN DEVELOPMENT/PRELIMINARY PLAN SERVICES

TASK 2 DESIGN DEVELOPMENT/PRELIMINARY PLANS SERVICES

- 2.1 Prepare and submit project Design Development/Preliminary Plans as outlined in Basic Services of this Contract, including but not limited to, preparation and submission of preliminary plans and specifications for funded improvements including but not limited to the identification of items from the Final Master Plan.
- 2.2 Prepare for City staff to review and approve preliminary plans and specifications at 65% completion prior to final plans. Building and site improvements shall meet all appropriate codes and ordinances.
- 2.3 Meet with the City and/or relevant groups to review plans as required
- Utility companies
 - Planning Department, Engineering, or Public Works Departments
 - City of Norman Building Permit Department
 - Parks and Recreation Department
 - Etc.
- 2.4 Prepare a preliminary estimate of probable cost for the construction of the overall project.

C. CONSTRUCTION DOCUMENTS/FINAL PLANS

TASK 3 CONSTRUCTION DOCUMENT/FINAL PLAN SERVICES

- 3.1 Prepare and submit project Final Construction Documents as outlined in Basic Services of this Contract, including but not limited to, preparation and submission of Final Construction Documents and specifications for funded improvements including but not limited to the identification of items from the approved Design Development/Preliminary plans.

**EXHIBIT A
SCOPE OF WORK
DEVELOPMENT AND CONSTRUCTION OF THE NORMAN NATURE PARK
PAGE 3**

- 3.2 Prepare for City staff to review and approve Final Construction Documents and specifications at 95% completion prior to final issuance of plans. Prepare and deliver Digital Copies, and up to three (3) complete printed sets, of construction documents and specifications for final plan review.
- 3.3 Prepare a final architect estimate of probable cost for the construction of the overall project.

D. BIDDING SERVICES

TASK 4 BIDDING SERVICES

- 4.1 Perform bidding services as outlined in Basic Services of this Contract, including review of all bids and preparation of a bid tabulation for submittal to the City.

E. CONSTRUCTION ADMINISTRATION SERVICES

TASK 5 CONSTRUCTION ADMINISTRATION SERVICES

- 5.1 Perform construction administration services as outlined in Basic Services of this Contract, including planning and conducting a pre-work conference for the project.

EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF THE NORMAN NATURE PARK
PAGE 1

Under the terms of this Contract, the Design Consultant agrees to perform the work and services described in this Contract. The City of Norman agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed **\$264,150.00** for Basic and Additional Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic and additional services may not exceed **\$264,150.00**, and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic and additional services.

The Design Consultant may receive up to the following amounts of the amounts for services rendered upon the completion of the following tasks. Partial payments of the amounts for each task may be invoiced for incremental work completed.

A. PROJECT PROGRAMMING AND MASTER PLAN REFINEMENT

Task 1.1 \$17,400.00	Completion and submittal of the final survey/base information for the Project areas.
Task 1.2 \$10,000.00	Completion and submit information from the Geotechnical Report and Soil Analysis
Task 1.3 \$9,500.00	Completion and submit information from the Environmental Study
Task 1.4 \$123,000.00	Completion and submit information for the Hydrology and Permitting <ul style="list-style-type: none"> - Hydraulic Modeling (\$30,000.00) - FEMA Flood Study, CLOMR, & LOMR (does NOT include FEMA review fees) (\$42,500.00) - USACE 404 Individual Permit (does NOT include post-construction monitoring, if required) (\$37,500.00) - City Floodplain Permit (inc. Board presentations) (\$13,000.00)
Task 1.5 through Task 1.7 \$7,500.00	Completion of all programing, public input, site analysis, reimbursable expenses and final public presentation and approval.

**EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF THE NORMAN NATURE PARK
PAGE 2**

B. DESIGN DEVELOPMENT/PRELIMINARY PLAN SERVICE

Task 2

\$31,250.00

Completion and recommendation by the City of the design development/preliminary plans for the project.

C. CONSTRUCTION DOCUMENTS/FINAL PLAN SERVICE

Task 3

\$41,750.00

Completion and acceptance by the City of the construction documents/final plans and specifications for the project.

D. BIDDING SERVICES FOR THE FIRST BID PACKAGE

Task 4

\$3,000.00

Completion and acceptance by the City of the bidding services for the first contract phase

E. CONSTRUCTION ADMINISTRATION SERVICES

Task 5

\$18,750.00

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of the Design Consultant. bidding services for the first contract phase

An addition of:

\$2,000.00

Upon satisfactory completion and acceptance of the as-built drawings.

EXHIBIT C
ANTICOLLUSION AFFIDAVIT
DEVELOPMENT AND CONSTRUCTION OF THE NORMAN NATURE PARK

State of Oklahoma


SS.

County of Cleveland

The undersigned Design Consultant, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Design Consultant; that the Design Consultant has not, directly or indirectly, entered into any agreement, express or implied, with any other Landscape Architect/engineer(s), having for its object the controlling of the price or amount of the Contract, the limiting of the services of the Landscape Architect/engineers, the parceling or farming out to any Landscape Architect/engineer(s) or other persons, of any part of the Contract or any part of the subject matter of the Contract, or of the profits thereof.

The Design Consultant further states that the Design Consultant has not been a party to any collusion among other persons, firms or contractors in restraint of freedom of competition, by any agreement to Contract at a fixed price or to refrain from competing; or with any City official, City employee or City agent as to the quantity, quality, or price in the prospective Contract, or any other terms of the said prospective Contract; or in any discussions between the Design Consultant or City official, City employee or City agent concerning the exchange or money or other thing of value for special consideration in the letting of a Contract. The Design Consultant states that it has not paid, given or donated or agreed to pay, give or donate to any City official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of this Contract.

Printed name of the Design Consultant: PDG, LLC d.b.a. Planning Design Group

Signature of executing individual: 

Title: President

5314 South Yale Ave. Suite 510 Tulsa Oklahoma

74135

Address of the Design Consultant (Please Print)

Zip Code

(918) 628-1255

(A.G.) Tel. Number

Signed and sworn to before me on this ==/.....day of _____, 20_____, by

W. f

My Commission Expires:

:p: :7,9


Notary Public

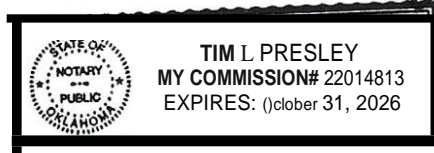


EXHIBIT D
NONDISCRIMINATION CERTIFICATE
DEVELOPMENT AND CONSTRUCTION OF THE NORMAN NATURE PARK

State of Oklahoma

SS.

County of Oklahoma

In connection with the performance of work under this Contract, the Design Consultant agrees as follows:

- A. The Design Consultant agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). The Design Consultant shall take affirmative action to insure those employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Design Consultant and sub consultants shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions of this section.
- B. In the event of the Design Consultant's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the City. The Design Consultant may be declared, by the City, ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Design Consultant and/or sub-consultants.
- C. The Design Consultant agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above clause and agree to abide by its requirements.

Printed name of the Design Consultant: PDG, LLC d.b.a. Planning Design Group

Signature of executing individual: 

Title: President

5314 South Yale Ave., Suite 510, Tulsa, Oklahoma

74135

Address of the Design Consultant (Please Print)

Zip Code

(918) 628-1255

(A.C.) Tel. Number

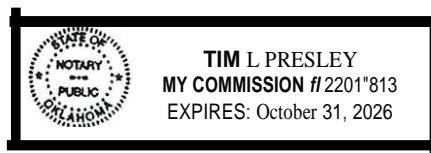
Signed and sworn to before me on this 1 day of JAN., 2023, by




 Notary Public

My Commission EXP.ire

1-31-2026



File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-111: A PROJECT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE PHASE 9 PAVEMENT MARKINGS PROJECT [FEDERAL-AID PROJECT J3-6015(004)AG, J/P NO. 36015(04)] AND RESOLUTION R-2223-91.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/24/2023

REQUESTER: Katherine Coffin

PRESENTER: Jami Short, Traffic Management Center Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-111: A PROJECT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE PHASE 9 PAVEMENT MARKINGS PROJECT [FEDERAL-AID PROJECT J3-6015(004)AG, J/P NO. 36015(04)] AND RESOLUTION R-2223-91.

BACKGROUND:

The 2015 – Fixing America’s Surface Transportation (FAST) federal transportation funding bill allocates approximately \$21 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. New traffic signals along federal functionally classified roads are eligible for 100% federal funding.

On September 26, 2017, City Council adopted Resolution R-1718-39, which was later forwarded to both the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation (ODOT) requesting federal funds to pay for 100% of the construction cost. In the Resolution, the City agreed to the terms and conditions of a federally funded project by stating its willingness to assume the responsibility for the preparation of engineering plans, the purchase of any additional right-of-way, the relocation of public utilities and funding of the local share of the construction cost, which is normally 20% but for this safety project will be 0%. On December 20, 2019, ACOG recommended to ODOT that the project be included in the Federal Fiscal Years (FFY) 2020-2023 Area Transportation Improvement Program [TIP], and was placed on the 2022 TIP list on March 14, 2020.

Final plans for the Pavement Marking Installation Project (Phase 9) are nearing completion, with the understanding that plans are progressing toward a February 2023 bid opening. The plans were developed “in house” by the engineering staff in the Traffic Control Division. Construction is anticipated to begin in the spring of 2023 with completion of the work in June of the same year.

This project will provide durable center lines, lane lines, crosswalks, stop bars, turn arrows, and other symbols on several miles of urban arterial roadways (see attached map). The estimated construction cost of \$319,109 will be funded with 100% federal funds as a safety improvement project.

DISCUSSION:

The Oklahoma Department of Transportation requires the City to execute a project agreement and to adopt it by resolution before letting the project to contract. The agreement addresses the responsibilities of the City and the Department during and after the construction of the project. The execution of three original documents is required. Both the Resolution and Agreement have been reviewed by staff and approved by the City Attorney.

RECOMMENDATION:

Staff recommends approval of Contract K-2223-111 and Resolution R-2223-91 with ODOT for the Pavement Marking Installation Project multiple locations along federal functionally roadways throughout the City (Phase 9).

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

CITY WIDE PAVEMENT STRIPING IN NORMAN

Project No.: J3-6015(004)AG

State Job No.: 36015(04)

This Agreement, made the day and year last written below, by and between the City of **Norman**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
Pavement Marking	03	Cleveland	36015(04)	J3-6015(004)AG	STBG-UZA	CITY WIDE PAVEMENT MARKING IN NORMAN

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101- 1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, STBG-UZA total estimated cost of **\$319,109**, as described below:

FUNDING SOURCE =>			STBG-UZA		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
36015(04)	Construction - (With 6% Inspection)	\$319,109	100 up to a limit of	\$319,109	Remainder	\$0
Total		\$319,109	Total=>	\$319,109	Total=>	\$0

4.2 Furthermore, the Department and the Sponsor agree that actual STBG-UZA costs incurred by project phases (**JP 36015(04)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans,

Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) Nondiscrimination:

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) Information and Reports:

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) Sanctions for Noncompliance:

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) Incorporation of Provisions:

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party in writing.

SECTION 8: GOVERNING LAW AND VENUE

- 8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

- 9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

- 10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

- 11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 20_____, and the Department on the _____ day of _____, 20_____.

THE CITY OF NORMAN

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF NORMAN

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Engineer Date

Director of Project Delivery Date

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel Date

Deputy Director Date

RESOLUTION NO. R-2223-91**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:**

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project No. J3-6015(004)AG, State Job Number 36015(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this ____ day of _____, 2023.

CITY OF NORMAN

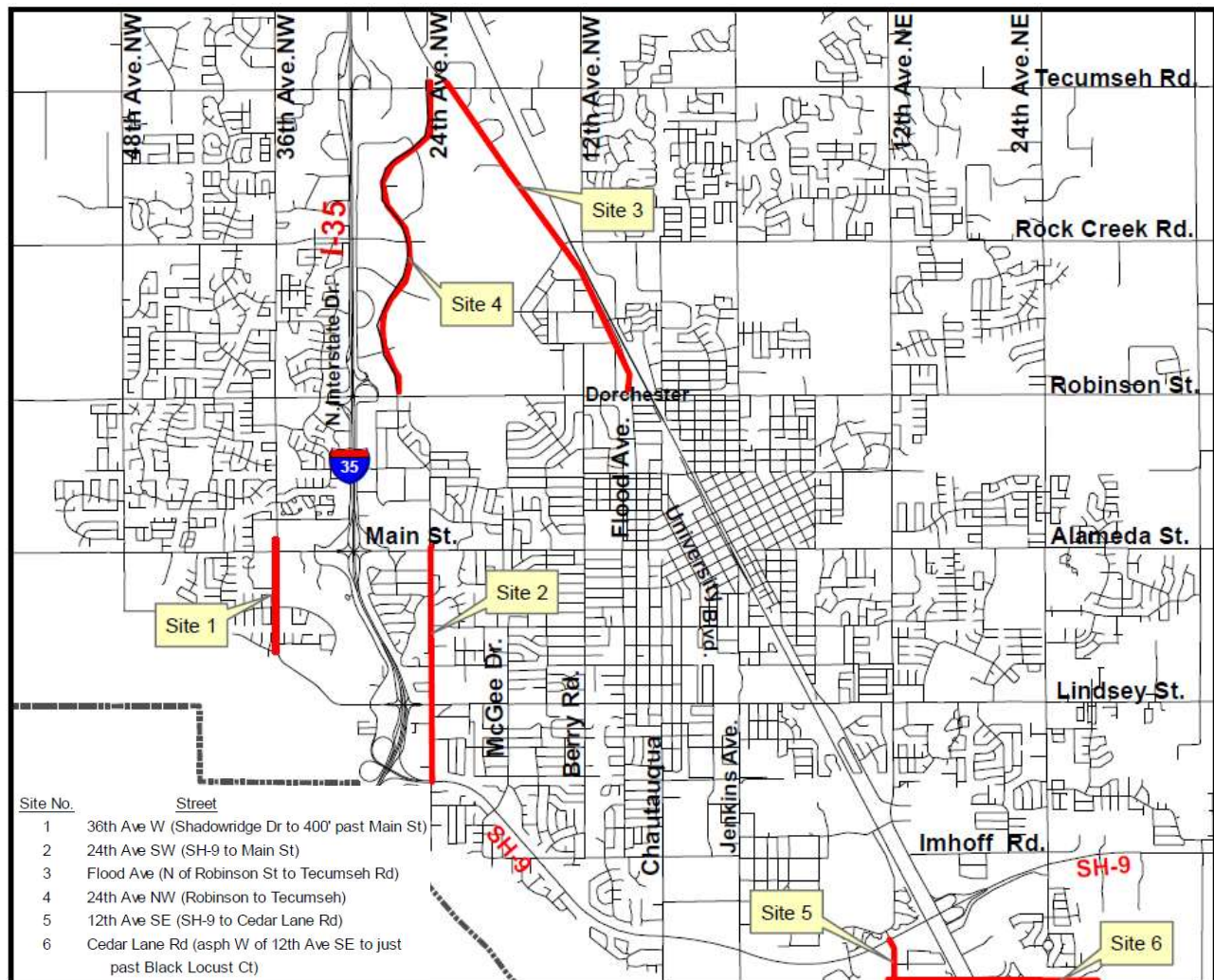
Mayor

ATTEST:

City Clerk

Approved as to form and legality this ____ day of _____, 2023.

City Attorney



Location Map

Pavement Marking – Phase 9



File Attachments for Item:

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-54: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIVE (5), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE COMMERCIAL DESIGNATION AND PLACE THE SAME IN THE HIGH DENSITY RESIDENTIAL DESIGNATION, EXCEPTING THOSE AREAS THAT WILL REMAIN DESIGNATED AS FLOODPLAIN. (WEST SIDE OF CLASSEN BOULEVARD NORTH OF EAST CONSTITUTION STREET)

R-2223-54

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIVE (5), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE COMMERCIAL DESIGNATION AND PLACE THE SAME IN THE HIGH DENSITY RESIDENTIAL DESIGNATION, EXCEPTING THOSE AREAS THAT WILL REMAIN DESIGNATED AS FLOODPLAIN. (WEST SIDE OF CLASSEN BOULEVARD NORTH OF EAST CONSTITUTION STREET)

- § 1. WHEREAS, the Council of the City of Norman recognizes citizens' concerns about the future development of Norman; and
- § 2. WHEREAS, the City Council at its meeting of November 16, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan, with an effective date of December 16, 2004; and
- § 3. WHEREAS, Subtext Acquisitions, L.L.C. has requested that the following described property be moved from the Commercial Designation and placed in the High Density Residential Designation for the hereinafter described property, to wit:

A Part of the SE/4 of Section 5 T 8 N, R 2 W IM, Cleveland County, Oklahoma, Project No. 5571.5

Lot Five A (5A) and Lot Seven A (7A), Highway Heights Addition to the City of Norman, and a part of the Southeast Quarter (SE/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described by Curtis Lee Hale, LS 1084, on September 2, 2022, with metes and bounds as follows:

Commencing at the Southeast Corner of the SE/4 of said Section 5; Thence North 00°41'16" West as the basis of bearing on the East line of said SE/4 a distance of 843.60 feet to the West Right-of-Way line of State Highway 77; Thence North 27°45'38" West on said West Right-of-Way line a distance of 546.80 feet to the Point of Beginning; Thence South 62°24'05" West a distance of 377.20 feet to the East Right-of-Way line of A.T. & S.F. Railroad; Thence North 27°45'38" West on said East Railroad Right-of-Way, also being the West line of said Lots 5A and 7A a distance of 1142.27 feet to the Northwest corner of said Lot 5A; Thence North 62°24'05" East on the North line of said Lot 5A a distance of 377.75 feet to the Northeast corner of said Lot 5A, said point being on the West Right-of-Way line of Classen Boulevard; Thence South 27°45'38" East on the said West Right-of-Way line of Classen Boulevard, also being the East line of Lots 5A and 7A a distance of 968.26 feet to the Southeast corner of said Lot 7A; Thence

Resolution R-2223-54

Page 2

South 24°23'25" East a distance of 9.36 feet; Thence South 27°45'38" East a distance of 136.67 feet to the Point of Beginning.

This description contains 420,839 square feet or 9.66 acres, more or less.

Subject to Easements and Rights-of-Way of record.

Excepting those areas that will remain designated as Floodplain.

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

- § 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration has determined that the requested amendment to the NORMAN 2025 Land Use and Transportation Plan should be adopted, and does hereby approve the requested designation.

PASSED AND ADOPTED this _____ day of _____, 2023.

(Mayor)

ATTEST:

(City Clerk)

RESOLUTION NO. R-2223-54

ITEM NO. 3

STAFF REPORT

ITEM: Subtext Acquisitions, L.L.C. requests amendment of the NORMAN 2025 Land Use Plan from Commercial Designation to High Density Residential Designation for approximately 9.66 acres of property generally located on the west side of Classen Boulevard north of East Constitution Street.

SUMMARY OF REQUEST: The applicant, Subtext Acquisitions, L.L.C., is proposing development of an apartment complex on a 9.66 acre parcel. This development requires rezoning from C-2, General Commercial District, and A-2, Rural Agricultural District, to PUD, Planned Unit Development, and a NORMAN 2025 Land Use and Transportation Plan amendment from Commercial Designation to High Density Residential Designation.

STAFF ANALYSIS: For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

1. ***Has there been a change in circumstances resulting from development of the properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest?*** The southeast area of urbanized Norman has experienced a significant surge of growth and development in the last two decades. For example, on the east side of Classen Boulevard across from the subject property, there is a commercial/retail development with multi-family student-based housing in the rear. Within the general vicinity on Classen Boulevard, there are medical clinics, convenience stores, gas stations, hotels, and another student-based multi-family housing development that fronts Imhoff Road. This location for multi-family housing is in close proximity to the University of Oklahoma, which has projected growth in the coming years with the move to the Southeastern Conference for athletics.
2. ***Is there a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity?*** This proposal for a multi-family development will not create an adverse land use for the surrounding properties; this development is similar in nature and intensity to the surrounding area. This area of Norman has been expanding with this type of development due to the proximity of the University of Oklahoma and the increasing student population.

The traffic impact analysis has been examined by City Staff to determine how this development will impact traffic patterns in the general vicinity. The City Traffic Engineer

reviewed the submitted traffic impact analysis, which included a left turn w analysis for the northbound direction. It was determined to meet the need for installation of left turn bays based upon the projected 2025 PM peak hour volumes. The existing roadway is wide enough to accommodate the addition of the bays and therefore only restriping of pavement would be required by the applicant. No other impacts were found.

CONCLUSION: Staff forwards this request for a NORMAN 2025 Land Use and Transportation Plan amendment from Commercial Designation to High Density Residential Designation as Resolution No. R-2223-54 for consideration by the Planning Commission and a recommendation to City Council.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/24/2023

REQUESTER: Subtext Acquisitions, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-54: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIVE (5), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE COMMERCIAL DESIGNATION AND PLACE THE SAME IN THE HIGH DENSITY RESIDENTIAL DESIGNATION, EXCEPTING THOSE AREAS THAT WILL REMAIN DESIGNATED AS FLOODPLAIN. (WEST SIDE OF CLASSEN BOULEVARD NORTH OF EAST CONSTITUTION STREET)

SUMMARY OF REQUEST:

The applicant, Subtext Acquisitions, L.L.C., is proposing development of an apartment complex on a 9.66 acre parcel. This development requires rezoning from C-2, General Commercial District, and A-2, Rural Agricultural District, to PUD, Planned Unit Development, and a NORMAN 2025 Land Use and Transportation Plan amendment from Commercial Designation to High Density Residential Designation. The areas currently designated as Floodplain will remain as such.

STAFF ANALYSIS:

For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

1. ***Has there been a change in circumstances resulting from development of the properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest?*** The southeast area of urbanized Norman has

experienced a significant surge of growth and development in the last two decades. For example, on the east side of Classen Boulevard across from the subject property, there is a commercial/retail development with multi-family student-based housing in the rear. Within the general vicinity on Classen Boulevard, there are medical clinics, convenience stores, gas stations, hotels, and another student-based multi-family housing development that fronts Imhoff Road. This location for multi-family housing is in close proximity to the University of Oklahoma, which has projected growth in the coming years with the move to the Southeastern Conference for athletics.

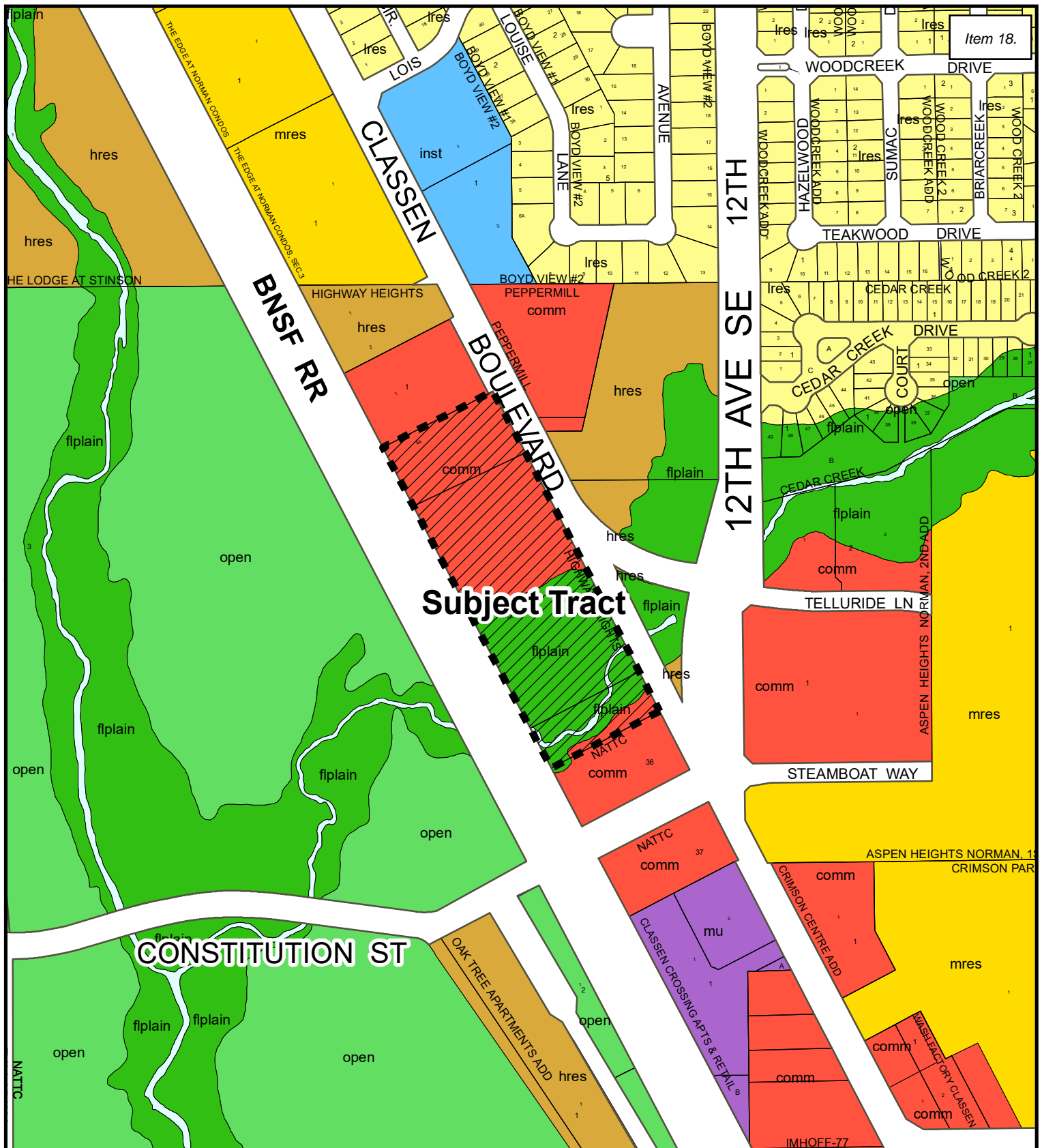
2. ***Is there a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity?*** This proposal for a multi-family development will not create an adverse land use for the surrounding properties; this development is similar in nature and intensity to the surrounding area. This area of Norman has been expanding with this type of development due to the proximity of the University of Oklahoma and the increasing student population.

The traffic impact analysis has been examined by City Staff to determine how this development will impact traffic patterns in the general vicinity. The City Traffic Engineer reviewed the submitted traffic impact analysis, which included a left turn warrant analysis for the northbound direction. It was determined to meet the need for installation of left turn bays based upon the projected 2025 PM peak hour volumes. The existing roadway is wide enough to accommodate the addition of the bays and therefore only restriping of pavement would be required by the applicant. No other impacts were found.

CONCLUSION:

Staff forwards this request for a NORMAN 2025 Land Use and Transportation Plan amendment from Commercial Designation to High Density Residential Designation, excluding the Floodplain Designation areas, as Resolution R-2223-54 for consideration by the Planning Commission and a recommendation to City Council.

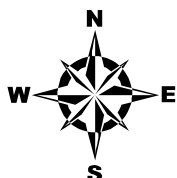
At their December 8, 2022 meeting, Planning Commission unanimously recommended adoption of Resolution R-2223-54, on a vote of 7-0.



Norman 2025 Land Use Plan



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.



October 4, 2022

0 200 400 Ft.



Subject Tract



Zoning



CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, December 08, 2022 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of December, 2022.

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 6:30 p.m.

ROLL CALL

PRESENT

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

ABSENT

Liz McKown
Douglas McClure

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning & Community Development
Lora Hoggatt, Planning Services Manager
Beth Muckala, Assistant City Attorney
Todd McLellan, Development Engineer
Jami Short, Traffic Engineer
Bryce Holland, Multimedia Specialist
Rone' Tromble, Recording Secretary

Chair Bird thanked Shaun Axton for his time on the Planning Commission, and welcomed Maria Kindel to the Commission.

3. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of R-2223-54: Subtext Acquisitions, L.L.C. requests amendment of the NORMAN 2025 Land Use Plan from Commercial Designation to High Density Residential Designation for approximately 9.66 acres of property generally located on the west side of Classen Boulevard north of East Constitution Street.

ITEMS SUBMITTED FOR THE RECORD:

1. 2025 Map
2. Staff Report

4. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of O-2223-17: Subtext Acquisitions, L.L.C. requests rezoning from C-2, General Commercial District, to PUD, Planned Unit Development, for approximately 9.66 acres of property generally located on the west side of Classen Boulevard north of East Constitution Street.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. The Verve Norman PUD Narrative with Exhibits A-G
4. Pervious Area Plan

5. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of PP-2223-4: Consideration of a Preliminary Plat submitted by Subtext Acquisitions, L.L.C. (Kimley-Horn) for THE VERVE NORMAN for approximately 9.66 acres of property generally located on the west side of Classen Boulevard north of East Constitution Street.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat – The Verve Norman
3. Staff Report
4. Transportation Impacts
5. Preliminary Site Development Plan

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

Mr. Griffith asked if there are plans to replace any trees that are destroyed because of the development.

Mr. Jablonski asked the rules regarding digital billboards, because there is an existing billboard that they propose to replace with a digital billboard.

PRESENTATION BY THE APPLICANT: Sean Rieger, Rieger Law Group, representing the applicant, responded to the questions about trees and the billboard, and presented the project.

Mr. Parker asked whether the sidewalk would be extended down to the intersection. Mr. Rieger responded.

Mr. Parker asked about the possibility of widening Classen Boulevard in this area to four lanes. Mr. Rieger responded and noted they are dedicating 17' of right-of-way with the plat.

Mr. Jablonski commented it looks like a great development, and asked how many trees they are planning to take out with the development. Mr. Rieger did not have a number, but discussed the area where trees may be removed.

Mr. Jablonski also spoke about the amount of heat generated by the pavement and asked about ways to mitigate it. Mr. Rieger responded.

Ms. Bird asked what Mr. Parker thinks of the underground detention. Mr. Parker responded. Mr. Rieger also responded.

Ms. Bird asked for clarification on the number of trees which may be removed and the trees being added. Mr. Rieger responded. Ms. Kindel asked for further clarification. Mr. Rieger responded. Mr. Jablonski asked about provisions in the PUD to protect the existing trees in the greenspace area.

Lydia Leslie, Kimley-Horn Engineering, discussed the need to provide compensatory storage in the area just south of the parking, and remove the trees in that area. All the trees will remain in the floodway area, which will not have any changes.

Ms. Hoggatt addressed the previous question about the billboard.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION: Mr. Jablonski stated he is not a fan of digital billboards. Overall he thinks it is a great project. He would like to see them protect the greenspace in the PUD, so it can't be developed in the future. Ms. Bird noted the site plan does show a protected greenspace. She supports the project.

Ms. Kindel commented that she is also not a fan of the digital billboard and does not see a need for it in that location. She is impressed with other aspects of the plan.

Mr. Brewer is not in favor of a digital billboard. He thinks it would present a potential hazard in that location.

Motion made by Jablonski to recommend adoption of R-2223-54, O-2223-17, and PP-2223-4 to City Council, with the comment that a digital billboard not be allowed; seconded by Griffith.

Voting Yea: Brewer, Parker, McDaniel, Bird, Griffith, Kindel, Jablonski

The motion to recommend adoption of R-2223-54, O-2223-17, and PP-2223-4 to City Council, with the comment that a digital billboard not be allowed, passed unanimously by a vote of 7-0.

File Attachments for Item:

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-17 UPON SECOND AND FINAL READING. AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIVE (5), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-2, GENERAL COMMERCIAL DISTRICT, AND A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (WEST SIDE OF CLASSEN BOULEVARD NORTH OF EAST CONSTITUTION STREET)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/24/2023

REQUESTER: Subtext Acquisitions, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-17 UPON SECOND AND FINAL READING. AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIVE (5), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-2, GENERAL COMMERCIAL DISTRICT, AND A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (WEST SIDE OF CLASSEN BOULEVARD NORTH OF EAST CONSTITUTION STREET)

PROJECT OVERVIEW:

The applicant, Subtext Acquisitions, L.L.C., is requesting a rezoning to PUD, Planned Unit Development, at property located on the west side of Classen Boulevard north of East Constitution Street. The site is currently vacant except for the northern portion, which is where OU Motel is currently located. The subject property is currently zoned A-2, Rural Agricultural District, on the southernmost parcel and the rest is C-2, General Commercial District. The areas zoned Floodplain District will remain as Floodplain. The applicant requests the rezoning to PUD to allow for a multi-family student-based residential development.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GB 22-18, October 18, 2022

Commission discussion consisted of:

- Commissioner Nanny brought up that there are many college students in that area and not a good way to bicycle on Classen Blvd. or 12th Ave.
- Sean Rieger stated that along their property they would be doing a 5-foot wide sidewalk.
- Sean Rieger showed that the lower portion of the property is in the floodplain and drainage will likely remain the same, depending on what Public Works requires.
- Commissioner Wyckoff asked if this would be a new build since it mimics the look of the hotel that is currently there.

- Sean Rieger responded that at the corner of Classen Blvd. and 12th Ave there is a Welcome to Norman sign and that they wanted the entrance of the apartment building to be the first thing you see when you come down that street.
- Jack Burdett stated that the plans for city sidewalks will connect from the intersection of Classen Blvd. and 12th Ave. all the way to Brooks.

PRE-DEVELOPMENT MEETING: PD 22-24, September 22, 2022

No neighbors attended the meeting.

ZONING ORDINANCE CITATION:

SEC. 420 – 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: The PUD Narrative proposes the following uses for the property in Exhibit C:

- Apartment buildings.
- Accessory buildings.
- Leasing offices, pool areas, dog parks, sports courts, walking trails, fitness stations, Frisbee golf, outdoor grill areas, and similar recreational amenities for the residents of the development.

OPEN SPACE: Exhibit G in the PUD Narrative shows the proposed open space areas; a total of 5.4 acres, or 42.5% of the property, is shown as impervious surface. Total impervious area will not exceed 65% of the property. The proposed open space may include the following amenities: dog parks, sport courts, fitness stations, benches, Frisbee golf, walking trails, and other recreational amenities. The southern portion of the subject property is designated as floodplain. No development can occur in this area without further approval by two bodies; the Floodplain Permit Committee would have to review to ensure it meets all Floodplain Ordinance requirements and an updated site plan would have to receive approval from City Council.

PARKING: The PUD Narrative states parking will be provided in compliance with the Site Development Plan, with a maximum of 535 spaces. Electric vehicle charging stations may be included. The Narrative says there will be a maximum of 650 beds in the development. The submitted traffic impact analysis used the number of 635 beds.

PHASES: The development will be built in one phase, as it is one proposed building and parking lot.

SITE PLAN/ACCESS: The proposed development will have two access points off Classen Boulevard, one on the north side of the building and one on the south side. The proposed preliminary plat combines the parcels into one lot. There is one proposed building with a parking lot around the north, west, and south sides of the building. There is a pedestrian walkway from the building to the amenities area, which is on the south portion of the property. A 6' wooden fence is proposed along the western border of the parking lot; the fence will convert into a 4' chain link fence within the floodplain areas of the property. There is an existing cell tower compound near the north property line; this is shown on the Site Development Plan and the parking has been designed around the compound. Sidewalks will be installed along the property's frontage of Classen Boulevard.

AREA REGULATIONS: All buildings will be a minimum of 200' from the existing cell tower. The front yard setback will be 5' from Classen Boulevard. All other setbacks will be 5' as shown on the Site Development Plan.

LANDSCAPING: Landscaping will be provided throughout the development. A 5' landscape buffer will be placed along the front of the building. No parking space will be more than 85' from a portion of landscaped open space. A minimum of twenty trees will be planted and maintained.

SIGNAGE: Due to the size and scale of the development, plus the proximity to the railroad, the applicant has proposed signage that falls outside the allowances of Chapter 18, Sign Regulations. The PUD Narrative outlines the sign regulations for the development in Section III.B.5. Signage and Exhibits E and F.

(For clarification per discussion at Planning Commission – the PUD Narrative allows the existing billboard sign to be converted to a digital/electronic billboard sign, which must meet the applicable requirements in the Sign Code. This would allow for a sign 35' in height with 672 square feet of signage on each side. The sign will also meet the display requirements regarding brightness and illumination of the off-premise sign section of Chapter 18.)

Following the Planning Commission's December 8 vote to approve with the modification that the billboard allowance be removed, the applicant submitted a revised PUD document proposing additional language limiting the manner in which the subject billboard may operated as follows:

The billboard shall only display a static message or messages with no effects of movement, blinking, animation, scrolling, flashing, or similar effects. If the billboard displays more than one (1) static message, each static message shall have a dwell time of no less than eight (8) seconds and a transition time between static messages of no more than one (1) second. The billboard shall not display an illuminative brightness exceeding three hundred (300) NITs between sunset and sunrise and shall not display an illuminative brightness exceeding five thousand (5,000) NITs between sunrise and sunset. The billboard shall not display any message that resembles or simulates any warning or danger signal, or any official traffic control device, sign, signal, or light, or any consecutive message which constitute a substantially similar theme or story.

LIGHTING: All exterior lighting will meet the City's Commercial Outdoor Lighting Standards. This requires full cut-off lighting.

HEIGHT: The proposed structure can be five stories in height.

ALTERNATIVES/ISSUES:

IMPACTS: The addition of this use is consistent with the development patterns in this area of Norman.

OTHER AGENCY COMMENTS:

PARK BOARD: The applicant went to the Board of Parks Commissioners on November 3, 2022. The Board's determination was fee in lieu of parkland. The total amount due will be determined before the final plat is filed of record.

PUBLIC WORKS: Please see the Engineering report regarding the associated preliminary plat and the Traffic report regarding the traffic impact analysis in your packet.

UTILITIES: Water and sewer utilities are accessible to the development and design will be finalized at the building permit stage. A dumpster is shown on the site plan; the PUD Narrative allows for relocation by City sanitation services, if needed.

CONCLUSION: Staff forwards this request for rezoning from C-2, General Commercial District, and A-2, Rural Agricultural District, to PUD, Planned Unit Development, as Ordinance O-2223-17 for consideration by the Planning Commission and a recommendation to City Council.

At their December 8, 2022 meeting, Planning Commission unanimously recommended adoption of Ordinance O-2223-17 with the comment that a digital billboard should not be allowed, by a vote of 7-0.

THE VERVE NORMAN

A PLANNED UNIT DEVELOPMENT NORMAN, OKLAHOMA

APPLICANT:
SUBTEXT ACQUISITIONS, LLC

APPLICATION FOR:

PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAT
NORMAN 2025

Submitted October 3, 2022
Revised December 22, 2022

PREPARED BY:

RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069

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I. INTRODUCTION

Subtext Acquisitions, LLC (the “**Applicant**”) intends to rezone and plat the property that is more particularly described on **Exhibit A** (the “**Property**”) to a Planned Unit Development (“**PUD**”) in order to develop a multifamily residential community. The Applicant also seeks to amend the property’s NORMAN 2025 Designation in order to facilitate this development. The Property contains approximately 9.66 acres and a preliminary conceptual site plan of the proposed development has been attached hereto as **Exhibit B**.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Property is generally located North of E. Constitution Street and West of Classen Blvd., as is more particularly shown on the attached exhibits.

B. Existing Land Use and Zoning

The Property is made up of three (3) tracts. The tracts are currently zoned C-2, General Commercial and A-2, Rural Agricultural District and have NORMAN 2025 designations of Commercial and Floodplain. The Property contains an existing structure on the northernmost tract, the existing OU Motel on the middle tract, and the southernmost tract was cleared of structures many years ago.

C. Elevation and Topography

The Property gradually slopes from the North down to the southern portion of the Property that contains floodplain.

D. Drainage

The Applicant proposes stormwater and drainage management systems that will meet or exceed the City’s applicable ordinances and regulations. A drainage report has been provided by the Applicant to City Staff as part of the Preliminary Plat application.

E. Utility Services

All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) are currently located within the necessary proximity to serve the Property, or they will be extended by the Applicant, as necessary.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the 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. The Applicant's proposal will reduce the numerous existing curb cuts on the Property down to two (2) curb cuts that will serve as the access points to the Property.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the Site Development Plan, attached hereto as **Exhibit B**, subject to final design development and the changes allowed by Section 22.420(7) of the City of Norman's PUD Ordinance, as may be amended from time to time. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference and further depict the development criteria for the Property.

A. Uses Permitted:

The Property will be developed as a five (5) story multifamily residential complex. The current site plan is designed to accommodate 350 units, with a maximum of 650 beds. The Property will be developed with a combination of unit types ranging from one-bedroom units to six-bedroom units. The Property will also feature a leasing office, outdoor courtyard, and various amenities. A complete list of the allowable uses for the Property is attached as **Exhibit C**.

B. Development Criteria:

1. Building Height

The Property shall be allowed to reach a maximum height of five (5) stories excluding any subgrade elements as well as any necessary roof top mechanical units, equipment, screening, or parapet walls.

2. Area Regulations

Any building shall be setback a minimum of two hundred (200) feet from the cell tower located near the North property line.

The Front Yard setback shall be a minimum of five (5) feet.

All other building setbacks shall be a minimum of five (5) feet as shown on the Site Development Plan.

3. Exterior Materials

The exterior of the building may be constructed of brick, stone, synthetic stone, high impact quality stucco or EIFS, masonry, metal accents, and any combination thereof.

4. Sanitation

Trash dumpster will be located as depicted on the Site Plan or in locations as may be approved by City sanitation services.

5. Signage

The Property may feature two entrance ground and/or monument signs generally in the areas shown on the Site Development Plan. The entrance ground and/or monument signs identifying the building may be a maximum of 85 square feet per side.

In addition to the entrance signage, the Property may feature major exterior wall signage consisting of one identification sign on all four sides of the Building, a canopy sign advertising the leasing office, and an identification blade sign (collectively, the “**Major Exterior Signs**”). Preliminary designs and sizes of the Major Exterior Signs are attached as **Exhibit E**. The maximum size for each Major Exterior Sign may increase by no more than 10% in final design and development.

The Property shall also be allowed to contain various other secondary, directional, and wayfinding signage throughout the site (the “**Minor Signs**”). The Minor Signs may change as the development reaches completion. The enumerated Minor Signs shall not be used for advertisement purposes. A list of the Minor Signs is attached as **Exhibit F**. All signage discussed herein may be backlit or otherwise illuminated with LED or similar lighting. All other signs not specifically enumerated as Major Exterior Signs or Minor Signs within this PUD shall comply with the medium density residential sign standards of the City of Norman Sign Code as amended from time to time, including, but not limited to, grand opening and temporary signage as allowed pursuant to Section 18-504(b)(10) of the City of Norman’s Sign Code, as amended from time to time.

An existing off-premise advertising billboard sign is located in the southern portion of the Property. A portion of the support pole may be located in the Flood Plain. This billboard shall be allowed to remain in its current location. The billboard may be upgraded to a digital/electronic message center. The billboard may be repaired, updated, or replaced from time to time as long as the billboard remains in a substantially similar footprint on the Property. The maximum height and size of the billboard shall comply with the sign

standards of the City of Norman Sign Code applicable to off-premise signs in C-2 districts and as thereafter amended. The billboard shall only display a static message or messages with no effects of movement, blinking, animation, scrolling, flashing, or similar effects. If the billboard displays more than one (1) static message, each static message shall have a dwell time of no less than eight (8) seconds and a transition time between static messages of no more than one (1) second. The billboard shall not display an illuminative brightness exceeding three hundred (300) NITs between sunset and sunrise and shall not display an illuminative brightness exceeding five thousand (5,000) NITs between sunrise and sunset. The billboard shall not display any message that resembles or simulates any warning or danger signal, or any official traffic control device, sign, signal, or light, or any consecutive message which constitute a substantially similar theme or story.

6. Traffic access and circulation

Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan.

7. Open Space

Open space shall be utilized on the Property in the locations and manners depicted on the Site Development Plan. Amenities such as, by way of example and not as a requirement or limitation, dog parks, sport courts, fitness stations, benches, frisbee golf, walking trails, and similar recreational amenities. Total impervious coverage of the Property shall not exceed 65%.

8. Parking

Parking for the Property may be developed in general compliance with the parking layout shown on the Site Development Plan, with a maximum of 535 spaces, subject to final design development changes that may be allowed by the City of Norman's PUD Ordinance. The Property may, but is not obligated to, feature multiple EV charging stations. Sidewalks will be installed along the Property's frontage of Classen Blvd., which runs from the Property's North property line down to the southern driveway on the Property.

9. Exterior Lighting

All exterior lighting shall comply with the applicable provisions of the City of Norman's Commercial Outdoor Lighting Standards, as the same may be amended from time to time.

10. Landscaping and Fencing

There is a five (5') foot landscaped buffer along the front of the building as shown on the Open Space Exhibit. Landscaping shall be provided and maintained on the Property in locations generally depicted on the Open Space Exhibit.

The parking areas shall have at least five (5) square feet of interior landscaping for each parking space excluding those spaces abutting a perimeter property line and excluding all parking spaces which are directly served by an aisle. Landscaping and islands shall be reasonably dispersed throughout the interior of the parking lot. No parking space shall be located more than eighty-five (85) feet from a portion of landscaped open space. A minimum of twenty (20) trees of two-inch caliper or greater will be planted and maintained on the Property. Additional landscaping will be utilized on site, such as, by way of example, flowerbeds, bushes, or shrubbery, in locations and types to be finalized during final site development. Fencing shall run along the back edge of the Property blocking access to the railroad track, which runs parallel to the Property. The fencing shall consist of six (6) foot wood fencing converting into four (4) foot chain-link within the floodplain areas on the Property.

EXHIBIT A**Legal Description of the Property**

A Part of the SE/4 of Section 5 T 8 N, R 2 W IM,
 Cleveland County, Oklahoma, Project No. 5571.5
 Lot Five A (5A) and Lot Seven A (7A), Highway Heights Addition to the City of Norman, and a
 part of the Southeast Quarter (SE/4) of Section Five (5), Township Eight (8) North, Range Two
 (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described
 by Curtis Lee Hale, LS 1084, on September 2, 2022, with metes and bounds as follows:
 Commencing at the Southeast Corner of the SE/4 of said Section 5;
 Thence North 00°41'16" West as the basis of bearing on the East line of said SE/4 a distance of
 843.60 feet to the West Right-of-Way line of State Highway 77;
 Thence North 27°45'38" West on said West Right-of-Way line a distance of 546.80 feet to the
 Point of Beginning:
 Thence South 62°24'05" West a distance of 377.20 feet to the East Right-of-Way line of A.T. &
 S.F. Railroad;
 Thence North 27°45'38" West on said East Railroad Right-of-Way, also being the West line of
 said Lots 5A and 7A a distance of 1142.27 feet to the Northwest corner of said Lot 5A; Thence
 North 62°24'05" East on the North line of said Lot 5A a distance of 377.75 feet to the Northeast
 corner of said Lot 5A, said point being on the West Right-of-Way line of Classen Boulevard;
 Thence South 27°45'38" East on the said West Right-of-Way line of Classen Boulevard, also being
 the East line of Lots 5A and 7A a distance of 968.26 feet to the Southeast corner of said Lot 7A;
 Thence South 24°23'25" East a distance of 9.36 feet;
 Thence South 27°45'38" East a distance of 136.67 feet to the Point of Beginning.
 This description contains 420,839 square feet or 9.66 acres, more or less.
 Subject to Easements and Rights-of-Way of record.

EXHIBIT B **Preliminary Site Development Plan** *Full Size Documents Submitted to City Staff*

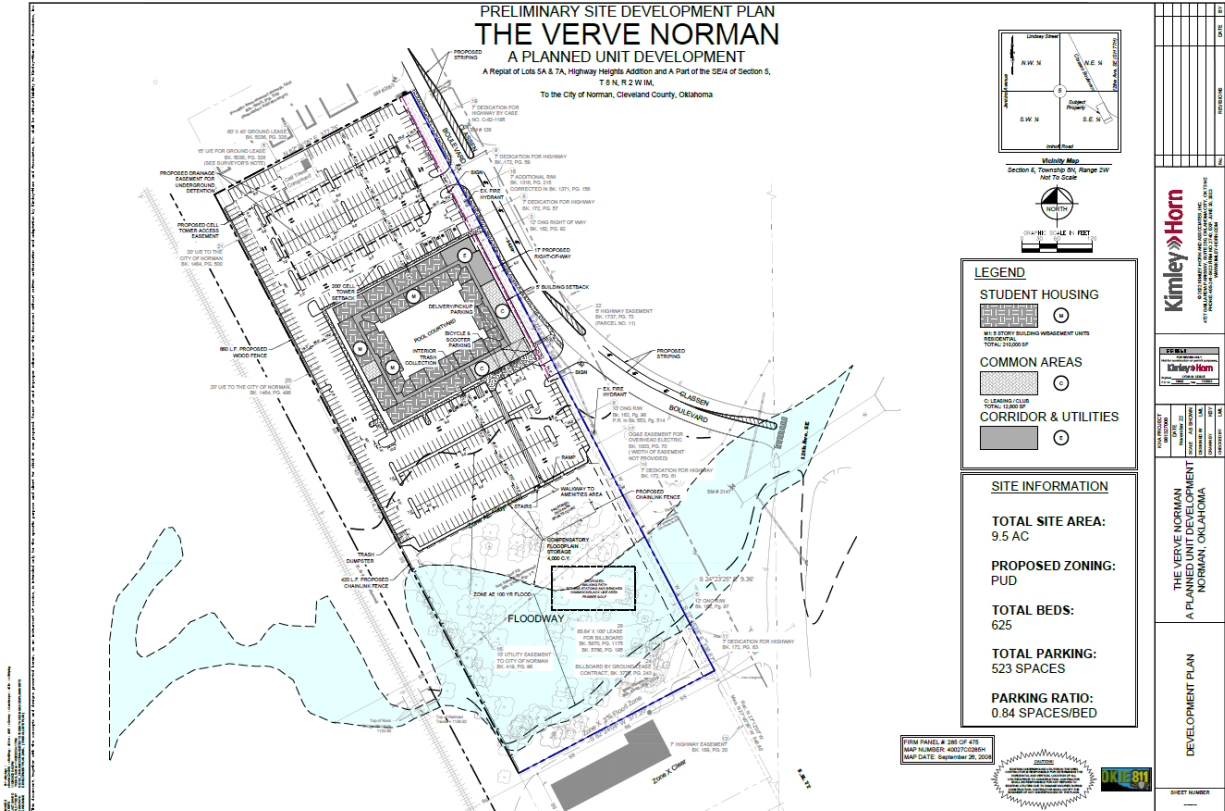


EXHIBIT C
Allowable Uses

Allowable Uses:

- Apartment buildings.
- Accessory buildings
- Leasing offices, pool areas, dog parks, sports courts, walking trails, fitness stations, frisbee golf, outdoor grill areas, and similar recreational amenities for the residents of the development.

EXHIBIT D
Preliminary Plat
Full Size Documents Submitted to City Staff

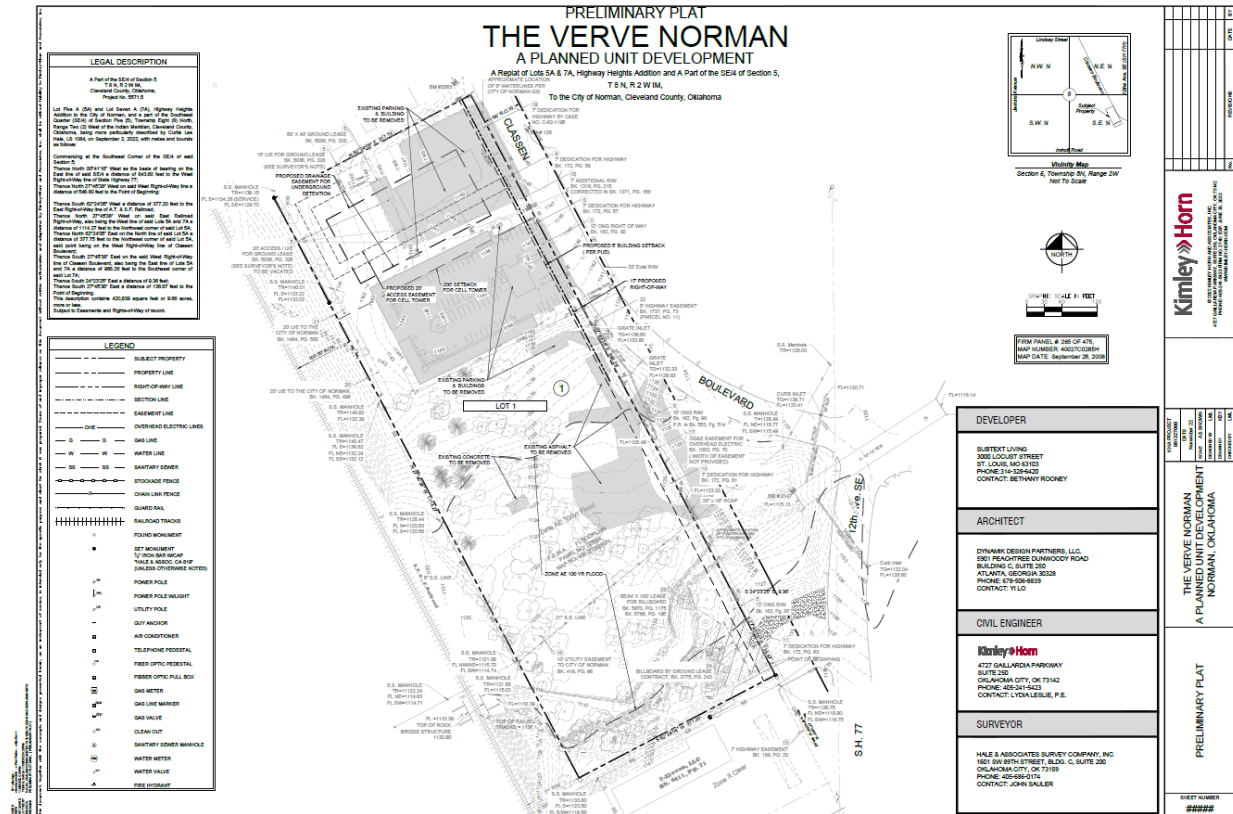
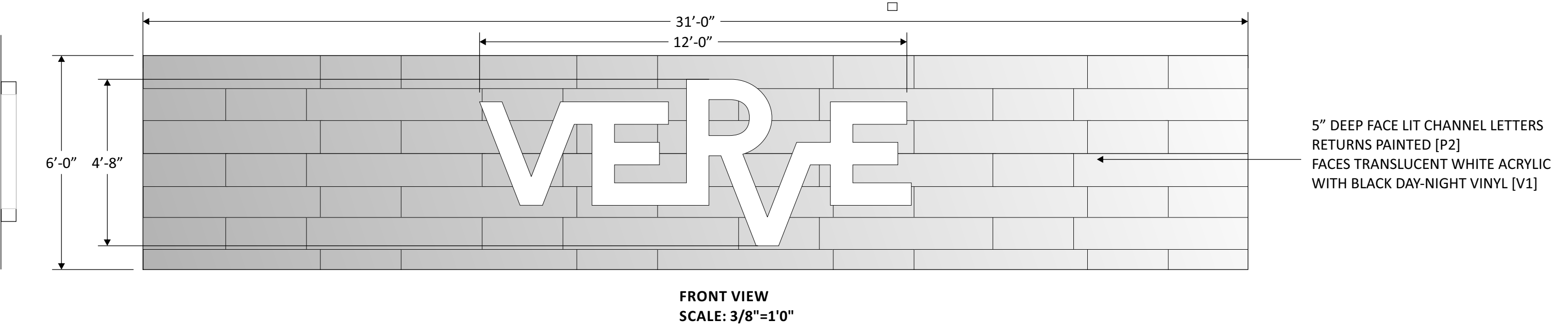


EXHIBIT E
Major Exterior Signs
Full Size Documents Submitted to City Staff

[To Be Attached]

QTY. 1 SINGLE FACE



END VIEW
SCALE: 3/8"=1'0"



☐ APPROVED

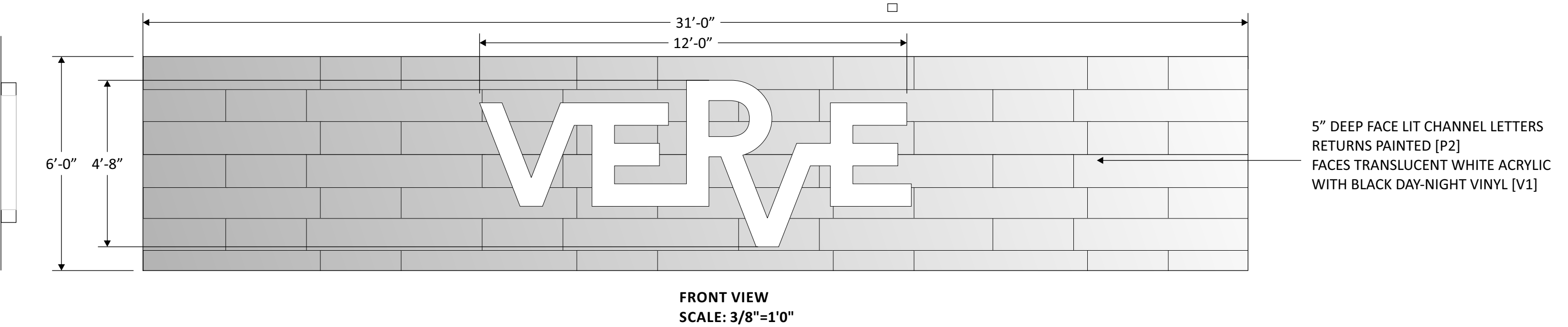
☐ APPROVED AS NOTED

☐ REVISE & RESUBMIT

☐ REJECTED

PROJECT FILENAME: VERVE NORMAN 2222553

QTY. 1 SINGLE FACE



END VIEW
SCALE: 3/8"=1'0"



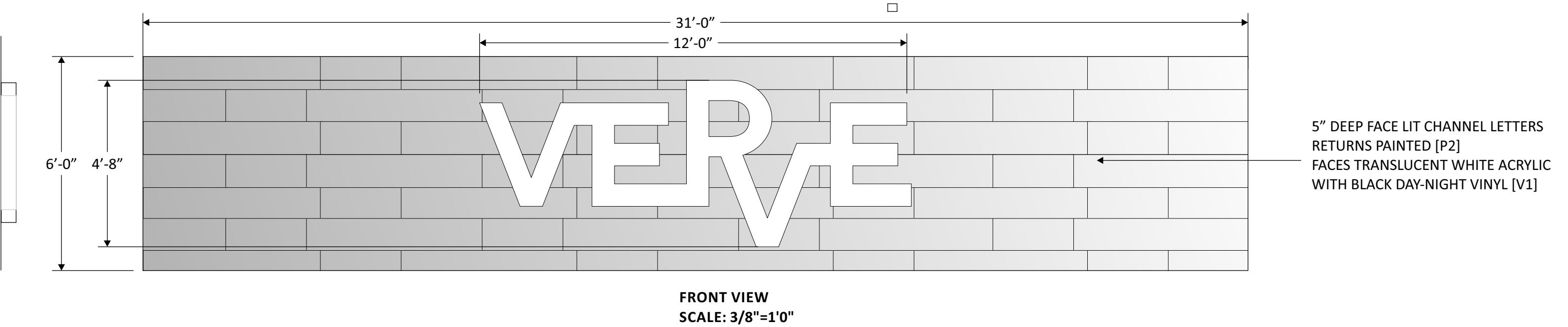
☐ APPROVED

☐ APPROVED AS NOTED

☐ REVISE & RESUBMIT

☐ REJECTED

PROJECT FILENAME: VERVE NORMAN 2222553



END VIEW
SCALE: 3/8"=1'0"



☐ APPROVED

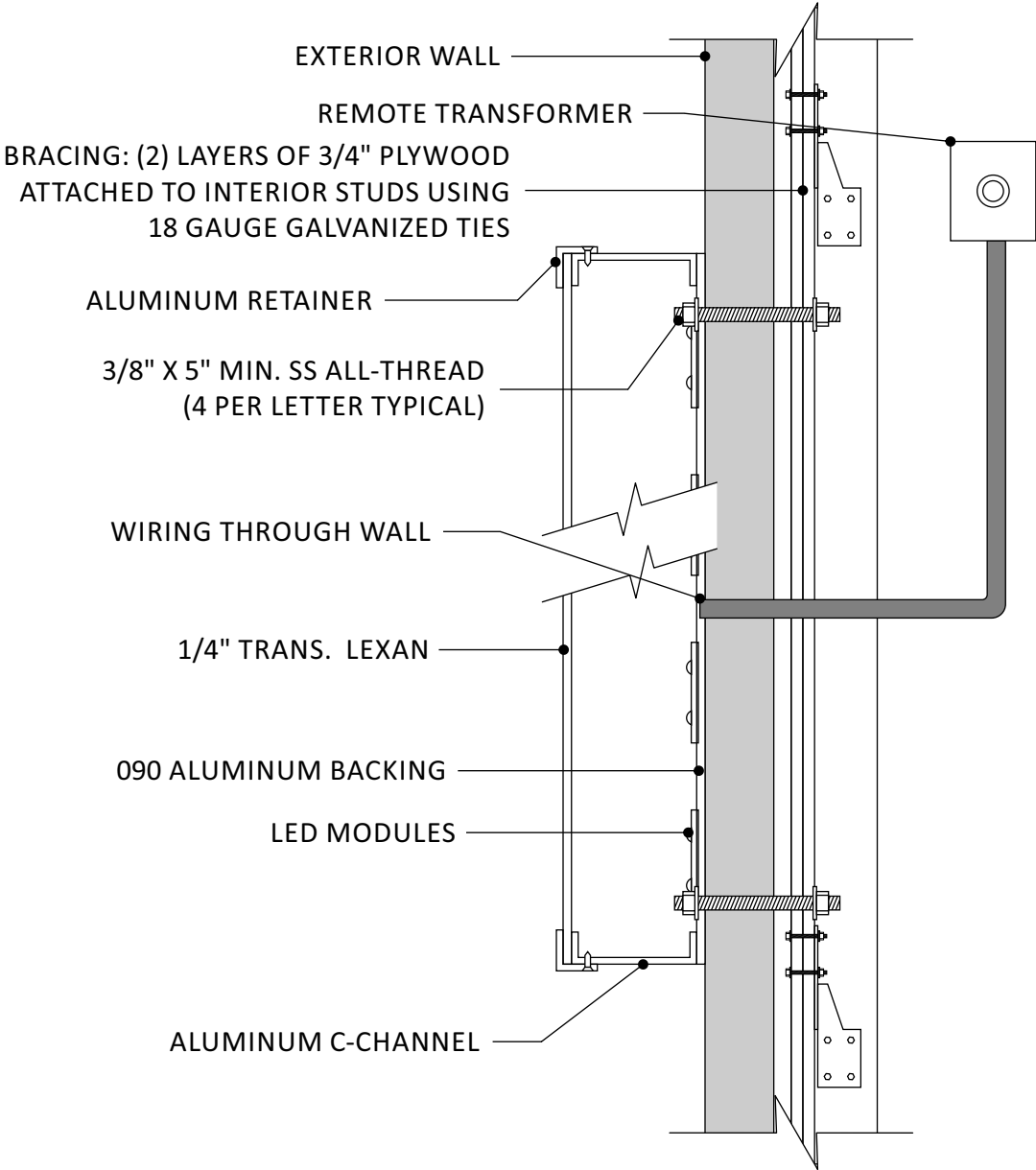
☐ APPROVED AS NOTED

☐ REVISE & RESUBMIT

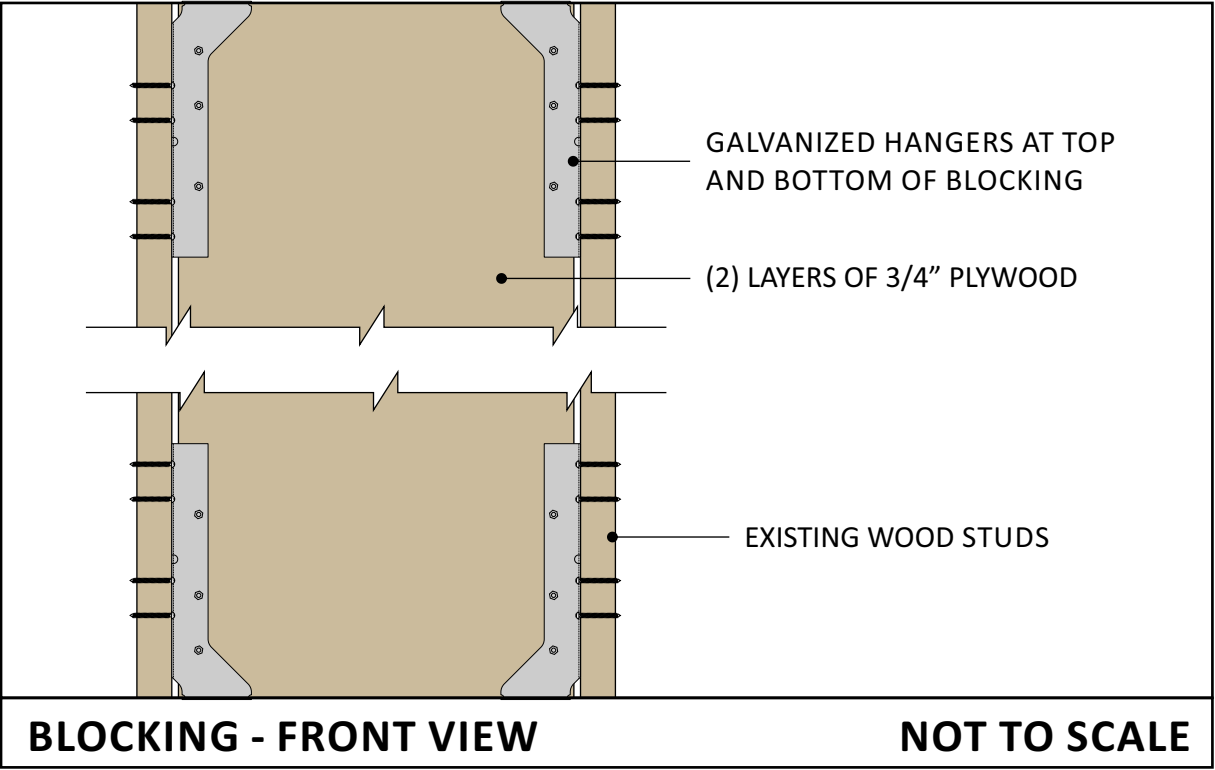
☐ REJECTED

PROJECT FILENAME: VERVE NORMAN 2222553

FACE LIT ALUMINUM CABINET
(LEXAN FACE)
W/ PLYWOOD BACKING



FACE LIT CABINET
NOT TO SCALE

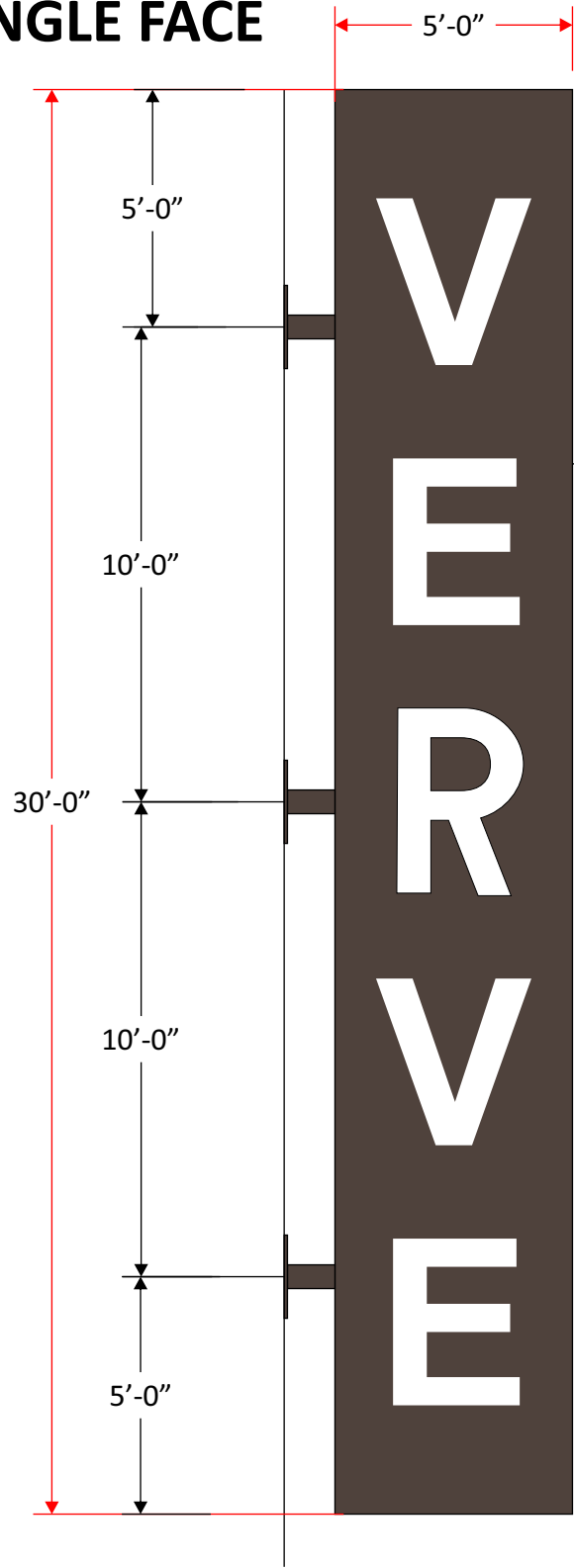


☐ APPROVED ☐ APPROVED AS NOTED ☐ REVISE & RESUBMIT ☐ REJECTED

SIGNATURE: _____

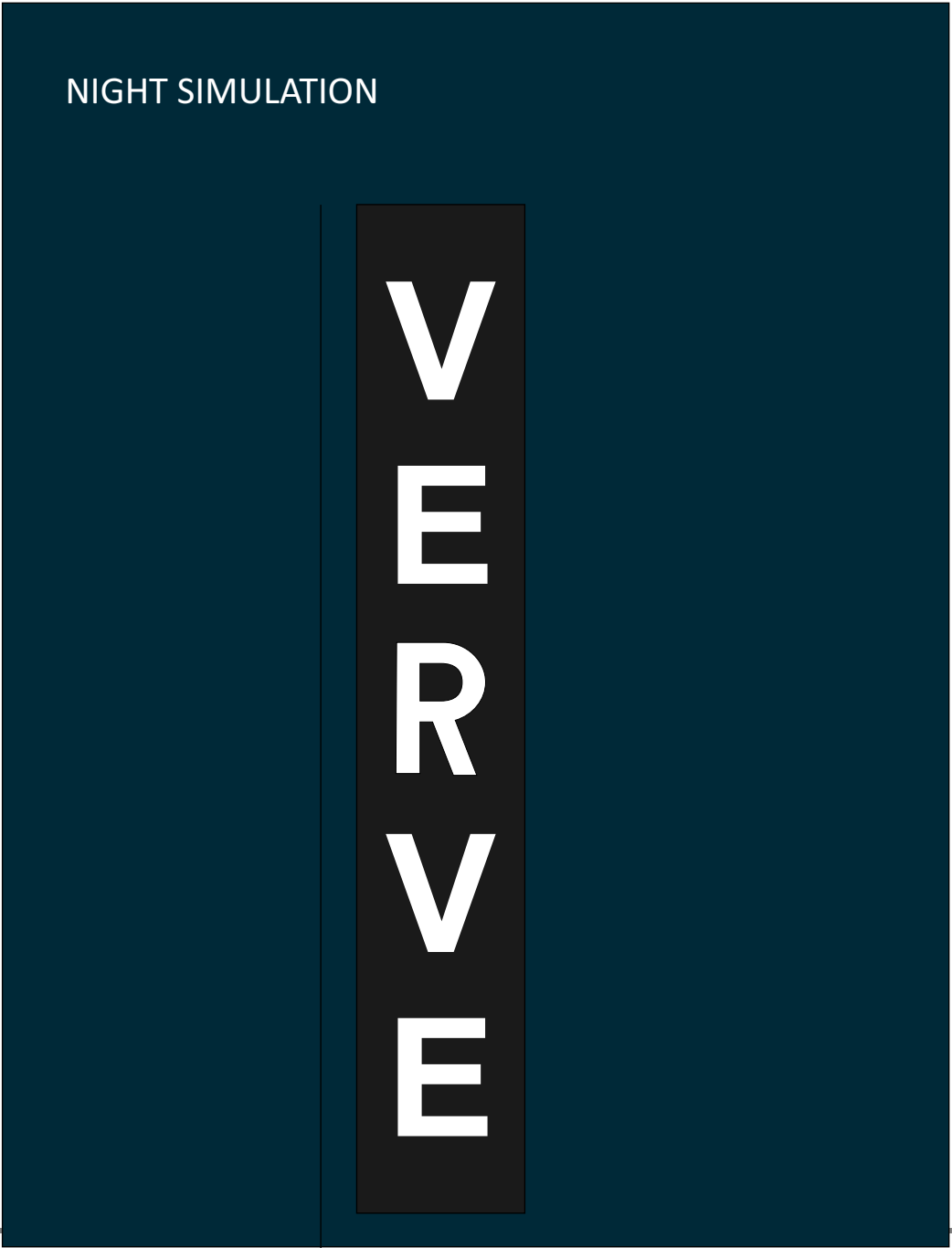
PROJECT FILENAME: VERVE NORMAN 2222553

QTY. 1 SINGLE FACE



18" DEEP ALUMINUM BLADE SIGN
PAINTED BROWN TO MATCH THE BUILDING
TEXT: 3/4" PUSH THROUGH WHITE ACRYLIC

NIGHT SIMULATION



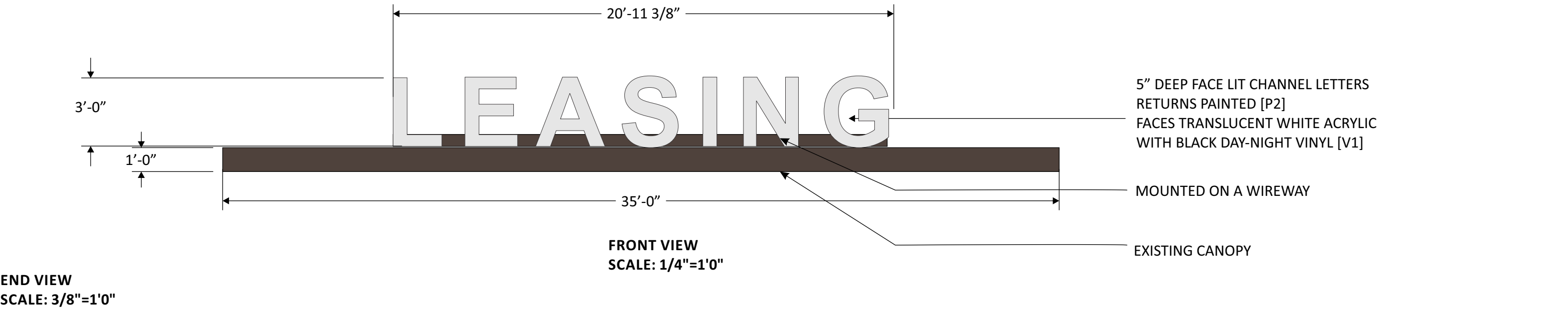
FRONT VIEW
SCALE: 1/4"=1'0"

☐ APPROVED ☐ APPROVED AS NOTED ☐ REVISE & RESUBMIT ☐ REJECTED

PROJECT FILENAME: VERVE NORMAN 2222553

QTY. 1 SINGLE FACE

ELEVATION ATTACHED



☐ APPROVED

☐ APPROVED AS NOTED

☐ REVISE & RESUBMIT

☐ REJECTED

PROJECT FILENAME: VERVE NORMAN 2222553

EXHIBIT F

List of Minor Signs

Expected maximum sizes included, subject to final design and development. Actual signs may be less than the maximum sizes included herein, and some signs may not be featured on the Property at all.

Exterior secondary signage:

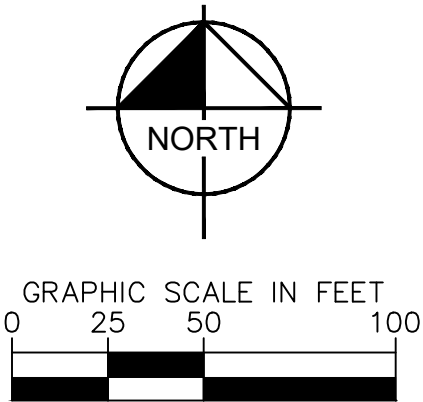
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- Address plaque – maximum of 10 square feet
- Standard handicap parking – 3' x 3' sign face - install on galvanized post or wall - bottom of sign to be at 5' height if on post
- Custom parking signage – 3' x 3'
 - Samples include, but are not limited to, Custom future resident & Custom Handicap Signage
- EV parking – 3' x 3' sign face - install on galvanized post or wall- bottom of sign to be at 5' height if on post
- Exterior room ID's – 2' x 2' and may feature raised text & braille
- Fire riser – 5" x 9", or greater if required by code – to be red & white
- Knox box - 5" x 9", or greater if required by code – to be red & white
- FACP- 8" x 12", or greater if required by code – to be red & white
- Fire Pump- 5" x 9", or greater if required by code – to be red & white
- FDC- 8" x 1' with 6" tall letters, or greater if required by code – to be red & white
- Bicycle parking – 3' x 3'
- Scooter parking- 3' x 3'
- Delivery/pick-up - 3' x 3'
- Leasing hours of operation – 3' x 3'
- Leasing directional(s)- maximum of 25 square feet per side
- Exterior amenities – 2' x 2' and may feature raised text & braille
- Exterior policies where needed- 5' x 5'
- Dog park hours - 5' x 5'
- Dog park policy - 5' x 5'
- Pool hours – 5' x 5'
- Pool regulatory signs, such as, but not limited to, no lifeguard, no diving, in case of emergency, required state, local, or federal language, max user load, and similar signage – 5' x 5', or greater if required by code
- Pool policy – 5' x 5'
- Pool water fountain location – 2' x 2'
- Pool 911 emergency phone – 2' x 2'
- Spa policy – 5' x 5'
- Emergency gas shut off - 6" x 12", or greater if required by code, sign is red & white
- Grill policy/grill instructions- 3' x 3'
- Fire pit policy/instructions – 3' x 3'

EXHIBIT G

Open Space Exhibit

Full Size Documents Submitted to City Staff

[To Be Attached]



CAUTION!!

EXISTING UNDERGROUND UTILITIES IN THE AREA CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.



PERVIOUS AREA PLAN

SHEET NUMBER
C-2

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
4727 GALLARDIA PARKWAY, SUITE 250, OKLAHOMA CITY, OK 73142
PHONE: 405-241-5423 FIRM NO. 2740; EXP. JUNE 30, 2023
WWW.KIMLEY-HORN.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.

Kimley»Horn

Engineer LYDIA M. LESLIE
P.E. No. 18432 Date 12/2022

KHA PROJECT 061327000	DATE December 22
SCALE	AS SHOWN
DESIGNED BY	LML
DRAWN BY	KBY
CHECKED BY	LML

[illegible]

O-2223-17

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIVE (5), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-2, GENERAL COMMERCIAL DISTRICT, AND A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (West side of Classen Boulevard north of East Constitution Street)

- § 1. WHEREAS, Subtext Acquisitions, L.L.C., with the consent of the property owners of the hereinafter described property, have made application to have the subject property removed from the C-2, General Commercial District, and A-2, Rural Agricultural District, 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 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the C-2, General Commercial District, and A-2, Rural Agricultural District, and place the same in the PUD, Planned Unit Development District, to wit:

A Part of the SE/4 of Section 5 T 8 N, R 2 W IM, Cleveland County, Oklahoma, Project No. 5571.5

Lot Five A (5A) and Lot Seven A (7A), Highway Heights Addition to the City of Norman, and a part of the Southeast Quarter (SE/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described by Curtis Lee Hale, LS 1084, on September 2, 2022, with metes and bounds as follows:

Commencing at the Southeast Corner of the SE/4 of said Section 5; Thence North 00°41'16" West as the basis of bearing on the East line of said SE/4 a distance of 843.60 feet to the West Right-of-Way line of State Highway 77; Thence North 27°45'38" West on said West Right-of-Way line a distance of 546.80 feet to the Point of Beginning; Thence South 62°24'05" West a distance of 377.20 feet to the East Right-of-Way line of A.T. & S.F. Railroad; Thence North 27°45'38" West on said East Railroad Right-of-Way, also being the West line of said Lots 5A and 7A a distance of 1142.27 feet to the Northwest corner of said Lot 5A; Thence North 62°24'05" East on the North line of said Lot 5A a distance of 377.75 feet to the Northeast corner of said Lot 5A, said point being on the West Right-of-Way line of Classen Boulevard; Thence South 27°45'38" East on the said West Right-of-Way line of Classen Boulevard, also being the East line of Lots 5A and 7A a distance of 968.26 feet to the Southeast corner of said Lot 7A; Thence South 24°23'25" East a distance of 9.36 feet; Thence South 27°45'38" East a distance of 136.67 feet to the Point of Beginning.

This description contains 420,839 square feet or 9.66 acres, more or less.
Subject to Easements and Rights-of-Way of record.

- § 5. Further, pursuant to the provisions of Section 22:420 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 December 8, 2022, and as revised on December 22, 2022, and made a part hereof.

Ordinance No. O-2223-17

Page 2

§ 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)

THE VERVE NORMAN

A PLANNED UNIT DEVELOPMENT NORMAN, OKLAHOMA

APPLICANT:
SUBTEXT ACQUISITIONS, LLC

APPLICATION FOR:

PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAT
NORMAN 2025

Submitted October 3, 2022
Revised December 12, 2022

PREPARED BY:

RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069

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- I. INTRODUCTION
- II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS
 - A. Location
 - B. Existing Land Use and Zoning
 - C. Elevation and Topography
 - D. Drainage
 - E. Utility Services
 - F. Fire Protection Services
 - G. Traffic Circulation and Access
- III. DEVELOPMENT PLAN AND DESIGN CONCEPT
 - A. Uses Permitted
 - B. Development Criteria

EXHIBITS

- A. Legal Description of the Property
- B. Site Development Plan
- C. Allowable Uses
- D. Preliminary Plat
- E. Major Exterior Signs
- F. Minor Signs
- G. Open Space Exhibit

I. INTRODUCTION

Subtext Acquisitions, LLC (the “**Applicant**”) intends to rezone and plat the property that is more particularly described on **Exhibit A** (the “**Property**”) to a Planned Unit Development (“**PUD**”) in order to develop a multifamily residential community. The Applicant also seeks to amend the property’s NORMAN 2025 Designation in order to facilitate this development. The Property contains approximately 9.66 acres and a preliminary conceptual site plan of the proposed development has been attached hereto as **Exhibit B**.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Property is generally located North of E. Constitution Street and West of Classen Blvd., as is more particularly shown on the attached exhibits.

B. Existing Land Use and Zoning

The Property is made up of three (3) tracts. The tracts are currently zoned C-2, General Commercial and A-2, Rural Agricultural District and have NORMAN 2025 designations of Commercial and Floodplain. The Property contains an existing structure on the northernmost tract, the existing OU Motel on the middle tract, and the southernmost tract was cleared of structures many years ago.

C. Elevation and Topography

The Property gradually slopes from the North down to the southern portion of the Property that contains floodplain.

D. Drainage

The Applicant proposes stormwater and drainage management systems that will meet or exceed the City’s applicable ordinances and regulations. A drainage report has been provided by the Applicant to City Staff as part of the Preliminary Plat application.

E. Utility Services

All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) are currently located within the necessary proximity to serve the Property, or they will be extended by the Applicant, as necessary.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the 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. The Applicant's proposal will reduce the numerous existing curb cuts on the Property down to two (2) curb cuts that will serve as the access points to the Property.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the Site Development Plan, attached hereto as **Exhibit B**, subject to final design development and the changes allowed by Section 22.420(7) of the City of Norman's PUD Ordinance, as may be amended from time to time. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference and further depict the development criteria for the Property.

A. Uses Permitted:

The Property will be developed as a five (5) story multifamily residential complex. The current site plan is designed to accommodate 350 units, with a maximum of 650 beds. The Property will be developed with a combination of unit types ranging from one-bedroom units to six-bedroom units. The Property will also feature a leasing office, outdoor courtyard, and various amenities. A complete list of the allowable uses for the Property is attached as **Exhibit C**.

B. Development Criteria:

1. Building Height

The Property shall be allowed to reach a maximum height of five (5) stories excluding any subgrade elements as well as any necessary roof top mechanical units, equipment, screening, or parapet walls.

2. Area Regulations

Any building shall be setback a minimum of two hundred (200) feet from the cell tower located near the North property line.

The Front Yard setback shall be a minimum of five (5) feet.

All other building setbacks shall be a minimum of five (5) feet as shown on the Site Development Plan.

3. Exterior Materials

The exterior of the building may be constructed of brick, stone, synthetic stone, high impact quality stucco or EIFS, masonry, metal accents, and any combination thereof.

4. Sanitation

Trash dumpster will be located as depicted on the Site Plan or in locations as may be approved by City sanitation services.

5. Signage

The Property may feature two entrance ground and/or monument signs generally in the areas shown on the Site Development Plan. The entrance ground and/or monument signs identifying the building may be a maximum of 85 square feet per side.

In addition to the entrance signage, the Property may feature major exterior wall signage consisting of one identification sign on all four sides of the Building, a canopy sign advertising the leasing office, and an identification blade sign (collectively, the “**Major Exterior Signs**”). Preliminary designs and sizes of the Major Exterior Signs are attached as **Exhibit E**. The maximum size for each Major Exterior Sign may increase by no more than 10% in final design and development.

The Property shall also be allowed to contain various other secondary, directional, and wayfinding signage throughout the site (the “**Minor Signs**”). The Minor Signs may change as the development reaches completion. The enumerated Minor Signs shall not be used for advertisement purposes. A list of the Minor Signs is attached as **Exhibit F**. All signage discussed herein may be backlit or otherwise illuminated with LED or similar lighting. All other signs not specifically enumerated as Major Exterior Signs or Minor Signs within this PUD shall comply with the medium density residential sign standards of the City of Norman Sign Code as amended from time to time, including, but not limited to, grand opening and temporary signage as allowed pursuant to Section 18-504(b)(10) of the City of Norman’s Sign Code, as amended from time to time.

An existing off-premise advertising billboard sign is located in the southern portion of the Property. A portion of the support pole may be located in the Flood Plain. This billboard shall be allowed to remain in its current location. The billboard may be upgraded to a digital/electronic message center. The billboard may be repaired, updated, or replaced from time to time as long as the billboard remains in a substantially similar footprint on the Property. The maximum height and size of the billboard shall comply with the sign

standards of the City of Norman Sign Code applicable to off-premise signs in C-2 districts and as thereafter amended. The billboard shall only display a static message or messages with no effects of movement, blinking, animation, scrolling, flashing, or similar effects. If the billboard displays more than one (1) static message, each static message shall have a dwell time of no less than eight (8) seconds and a transition time between static messages of no more than one (1) second. The billboard shall not display an illuminative brightness exceeding three hundred (300) NITs between sunset and sunrise and shall not display an illuminative brightness exceeding five thousand (5,000) NITs between sunrise and sunset. The billboard shall not display any message that resembles or simulates any warning or danger signal, or any official traffic control device, sign, signal, or light, or any consecutive message which constitute a substantially similar theme or story.

6. Traffic access and circulation

Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan.

7. Open Space

Open space shall be utilized on the Property in the locations and manners depicted on the Site Development Plan. Amenities such as, by way of example and not as a requirement or limitation, dog parks, sport courts, fitness stations, benches, frisbee golf, walking trails, and similar recreational amenities. Total impervious coverage of the Property shall not exceed 65%.

8. Parking

Parking for the Property may be developed in general compliance with the parking layout shown on the Site Development Plan, with a maximum of 535 spaces, subject to final design development changes that may be allowed by the City of Norman's PUD Ordinance. The Property may, but is not obligated to, feature multiple EV charging stations. Sidewalks will be installed along the Property's frontage of Classen Blvd., which runs from the Property's North property line down to the southern driveway on the Property.

9. Exterior Lighting

All exterior lighting shall comply with the applicable provisions of the City of Norman's Commercial Outdoor Lighting Standards, as the same may be amended from time to time.

10. Landscaping and Fencing

There is a five (5') foot landscaped buffer along the front of the building as shown on the Open Space Exhibit. Landscaping shall be provided and maintained on the Property in locations generally depicted on the Open Space Exhibit.

The parking areas shall have at least five (5) square feet of interior landscaping for each parking space excluding those spaces abutting a perimeter property line and excluding all parking spaces which are directly served by an aisle. Landscaping and islands shall be reasonably dispersed throughout the interior of the parking lot. No parking space shall be located more than eighty-five (85) feet from a portion of landscaped open space. A minimum of twenty (20) trees of two-inch caliper or greater will be planted and maintained on the Property. Additional landscaping will be utilized on site, such as, by way of example, flowerbeds, bushes, or shrubbery, in locations and types to be finalized during final site development. Fencing shall run along the back edge of the Property blocking access to the railroad track, which runs parallel to the Property. The fencing shall consist of six (6) foot wood fencing converting into four (4) foot chain-link within the floodplain areas on the Property.

EXHIBIT A

Legal Description of the Property

A Part of the SE/4 of Section 5 T 8 N, R 2 W IM,
Cleveland County, Oklahoma, Project No. 5571.5

Lot Five A (5A) and Lot Seven A (7A), Highway Heights Addition to the City of Norman, and a part of the Southeast Quarter (SE/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described by Curtis Lee Hale, LS 1084, on September 2, 2022, with metes and bounds as follows:

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Preliminary Site Development Plan
Full Size Documents Submitted to City Staff

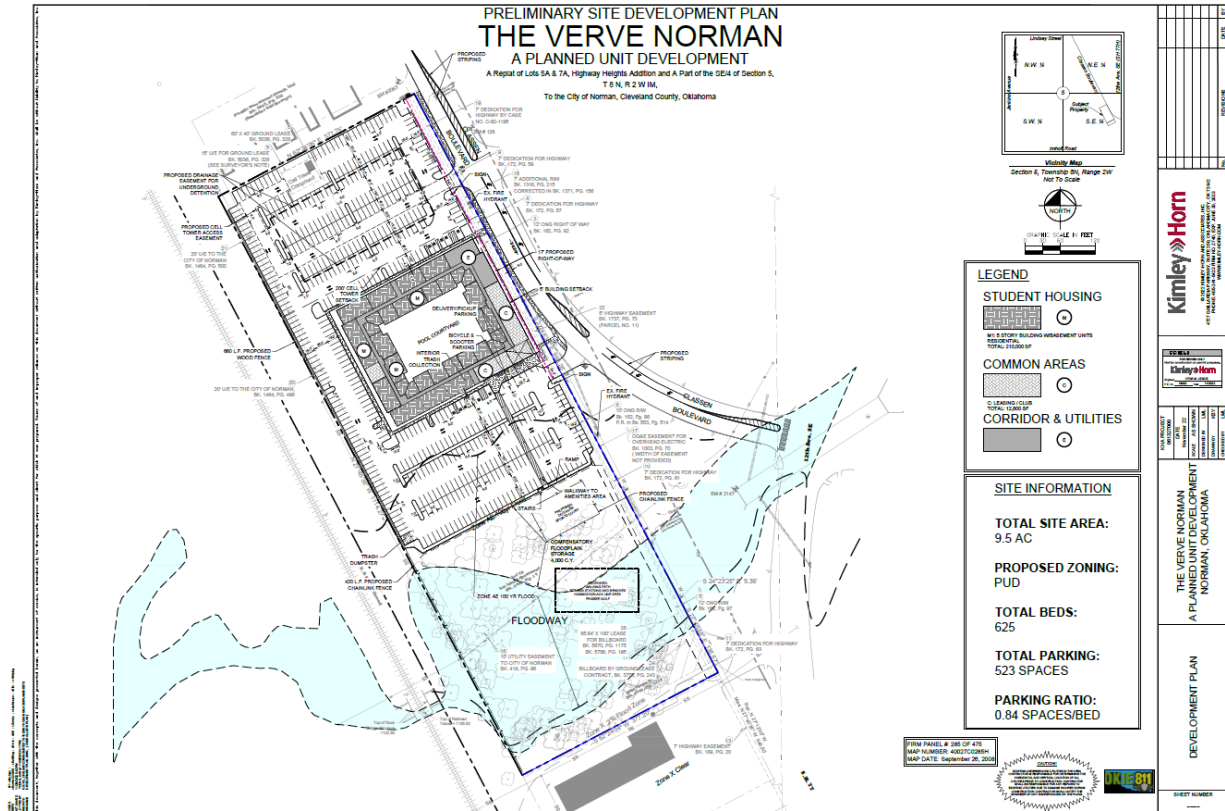


EXHIBIT C
Allowable Uses

Allowable Uses:

- Apartment buildings.
- Accessory buildings
- Leasing offices, pool areas, dog parks, sports courts, walking trails, fitness stations, frisbee golf, outdoor grill areas, and similar recreational amenities for the residents of the development.

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Preliminary Plat
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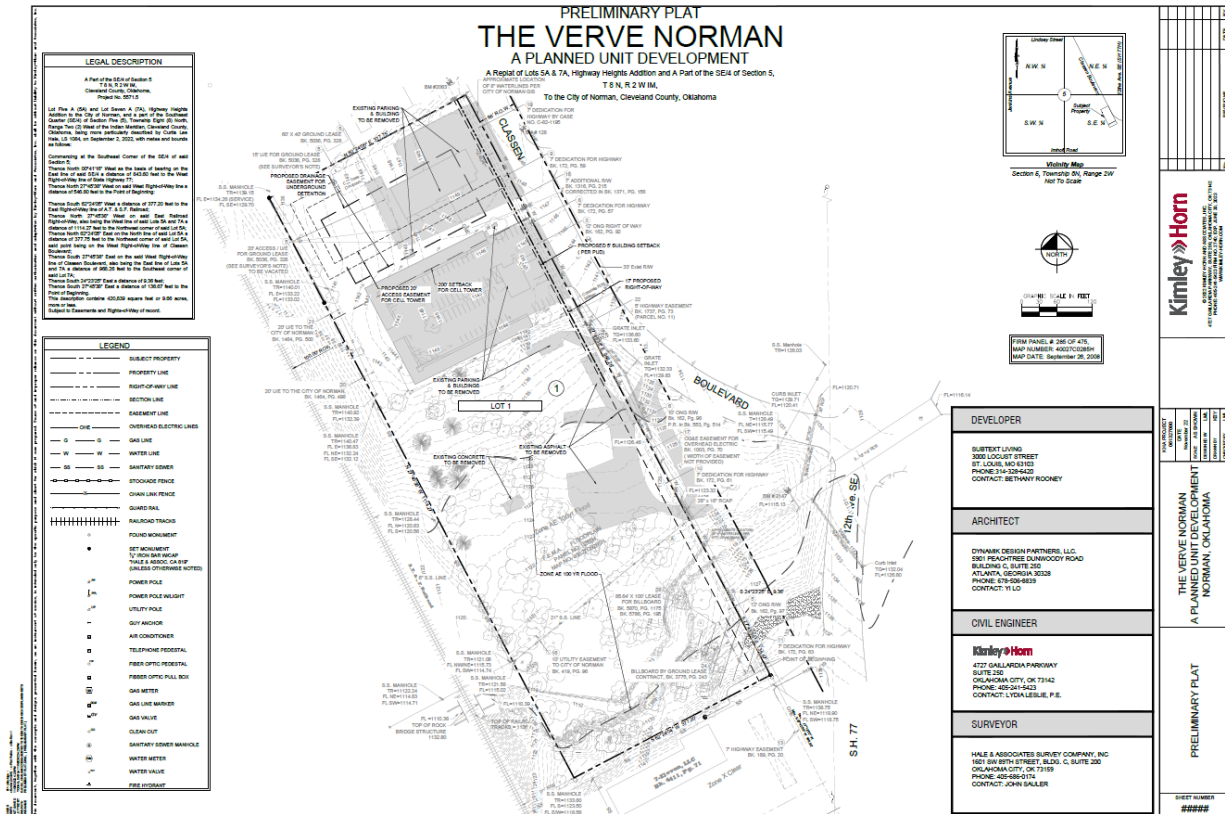


EXHIBIT E

Major Exterior Signs

Full Size Documents Submitted to City Staff

[To Be Attached]

EXHIBIT F

List of Minor Signs

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EXHIBIT G

Open Space Exhibit

Full Size Documents Submitted to City Staff

[To Be Attached]

ORDINANCE NO. O-2223-17

ITEM NO. 4

STAFF REPORT**GENERAL INFORMATION**

APPLICANT	Subtext Acquisitions, L.L.C.
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	C-2, General Commercial District, and A-2, Rural Agricultural District
SURROUNDING ZONING	North: C-1, Local Commercial District, C-2, General Commercial District, and RM-6, Medium Density Apartment District East: C-1, Local Commercial District, C-2, General Commercial District, and RM-6, Medium Density Apartment District South: C-2, General Commercial District West: Unclassified
LOCATION	West side of Classen Boulevard north of East Constitution Street
WARD	Ward 7
CORE AREA	No
AREA/SF	9.66 acres, more or less
PURPOSE	Multi-family student-based residential development
EXISTING LAND USE	OU Motel and Vacant
SURROUNDING LAND USE	North: Commercial and Multi-family Residential East: Commercial and Multi-family Residential South: Commercial

	West: BNSF Right of Way and Old Course
LAND USE PLAN DESIGNATION	Commercial Designation
PROPOSED LAND USE DESIGNATION	High Density Residential Designation
GROWTH AREA DESIGNATION	Current Urban Service Area

PROJECT OVERVIEW: The applicant, Subtext Acquisitions, L.L.C., is requesting a rezoning to PUD, Planned Unit Development, at property located on the west side of Classen Boulevard north of East Constitution Street. The site is currently vacant except for the northern portion, which is where OU Motel is currently located. The subject property is currently zoned A-2, Rural Agricultural District, on the southernmost parcel and the rest is C-2, General Commercial District. The applicant requests the rezoning to PUD to allow for a multi-family student-based residential development.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GB 22-18, October 18, 2022

Commission discussion consisted of:

- Commissioner Nanny brought up that there are a lot of college students in that area and not a good way to bicycle on Classen Blvd. or 12th Ave.
- Sean Rieger stated that along their property they would be doing a 5 foot wide sidewalk.
- Sean Rieger showed that the lower portion of the property is in the floodplain and drainage will likely remain the same, depending on what Public Works requires.
- Commissioner Wyckoff asked if this will be a new build since it mimics the look of the hotel that is currently there.
- Sean Rieger responded that at the corner of Classen Blvd. and 12th Ave there is a Welcome to Norman sign and that they wanted the entrance of the apartment building to be the first thing you see when you come down that street.
- Jack Burdett stated that the plans for city sidewalks will connect from the intersection of Classen Blvd. and 12th Ave. all the way to Brooks.

PRE-DEVELOPMENT MEETING: PD 22-24, September 22, 2022

No neighbors attended the meeting.

ZONING ORDINANCE CITATION:

SEC. 420 – 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: The PUD Narrative proposes the following uses for the property in Exhibit C:

- Apartment buildings.
- Accessory buildings.
- Leasing offices, pool areas, dog parks, sports courts, walking trails, fitness stations, Frisbee golf, outdoor grill areas, and similar recreational amenities for the residents of the development.

OPEN SPACE: Exhibit G in the PUD Narrative shows the proposed open space areas; a total of 5.4 acres, or 42.5% of the property, is shown as impervious surface. Total impervious area will not exceed 65% of the property. The proposed open space may include the following amenities: dog parks, sport courts, fitness stations, benches, Frisbee golf, walking trails, and other recreational amenities.

PARKING: The PUD Narrative states parking will be provided in compliance with the Site Development Plan, with a maximum of 535 spaces. Electric vehicle charging stations may be included. The Narrative says there will be a maximum of 650 beds in the development. The submitted traffic impact analysis used the number of 635 beds.

PHASES: The development will be built in one phase as it is one proposed building and parking lot.

SITE PLAN/ACCESS: The proposed development will have two access points off Classen Boulevard, one on the north side of the building and one on the south side. The proposed preliminary plat combines the parcels into one lot. There is one proposed building with a parking lot around the north, west, and south sides of the building. There is a pedestrian walkway from the building to the amenities area, which is on the south portion of the property. A 6' wooden fence is proposed along the western border of the parking lot; the fence will convert into a 4' chain link fence within the floodplain areas of the property. There is an existing cell tower compound near the north property line; this is shown on the Site Development Plan and the parking has been designed around the compound. Sidewalks will be installed along the property's frontage of Classen Boulevard.

AREA REGULATIONS: All buildings will be a minimum of 200' from the existing cell tower. The front yard setback will be 5' from Classen Boulevard. All other setbacks will be 5' as shown on the Site Development Plan.

LANDSCAPING: Landscaping will be provided throughout the development. A 5' landscape buffer will be placed along the front of the building. No parking space will be more than 85' from a portion of landscaped open space. A minimum of twenty trees will be planted and maintained.

SIGNAGE: Due to the size and scale of the development, plus the proximity to the railroad, the applicant has proposed signage that falls outside the allowances of Chapter 18, Sign Regulations. The PUD Narrative outlines the sign regulations for the development in Section III.B.5. Signage and Exhibits E and F.

LIGHTING: All exterior lighting will meet the City's Commercial Outdoor Lighting Standards. This requires full cut-off lighting.

HEIGHT: The proposed structure can be five stories in height.

ALTERNATIVES/ISSUES:

IMPACTS: The addition of this use is consistent with the development patterns in this area of Norman.

OTHER AGENCY COMMENTS:

PARK BOARD: The applicant went to the Board of Parks Commissioners on November 3, 2022. The Board's determination was fee in lieu of parkland. The total amount due will be determined before the final plat is filed of record.

PUBLIC WORKS: Please see the Engineering report regarding the associated preliminary plat and the Traffic report regarding the traffic impact analysis in your packet.

UTILITIES: Water and sewer utilities are accessible to the development and design will be finalized at the building permit stage. A dumpster is shown on the site plan; the PUD Narrative allows for relocation by City sanitation services, if needed.

CONCLUSION: Staff forwards this request for rezoning from C-2, General Commercial District, and A-2, Rural Agricultural District, to PUD, Planned Unit Development, as Ordinance No. O-2223-17 for consideration by the Planning Commission and a recommendation to City Council.



CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, December 08, 2022 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of December, 2022.

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 6:30 p.m.

ROLL CALL

PRESENT

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

ABSENT

Liz McKown
Douglas McClure

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning & Community Development
Lora Hoggatt, Planning Services Manager
Beth Muckala, Assistant City Attorney
Todd McLellan, Development Engineer
Jami Short, Traffic Engineer
Bryce Holland, Multimedia Specialist
Rone' Tromble, Recording Secretary

Chair Bird thanked Shaun Axton for his time on the Planning Commission, and welcomed Maria Kindel to the Commission.

3. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of R-2223-54: Subtext Acquisitions, L.L.C. requests amendment of the NORMAN 2025 Land Use Plan from Commercial Designation to High Density Residential Designation for approximately 9.66 acres of property generally located on the west side of Classen Boulevard north of East Constitution Street.

ITEMS SUBMITTED FOR THE RECORD:

1. 2025 Map
2. Staff Report

4. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of O-2223-17: Subtext Acquisitions, L.L.C. requests rezoning from C-2, General Commercial District, to PUD, Planned Unit Development, for approximately 9.66 acres of property generally located on the west side of Classen Boulevard north of East Constitution Street.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. The Verve Norman PUD Narrative with Exhibits A-G
4. Previous Area Plan

5. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of PP-2223-4: Consideration of a Preliminary Plat submitted by Subtext Acquisitions, L.L.C. (Kimley-Horn) for THE VERVE NORMAN for approximately 9.66 acres of property generally located on the west side of Classen Boulevard north of East Constitution Street.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat – The Verve Norman
3. Staff Report
4. Transportation Impacts
5. Preliminary Site Development Plan

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

Mr. Griffith asked if there are plans to replace any trees that are destroyed because of the development.

Mr. Jablonski asked the rules regarding digital billboards, because there is an existing billboard that they propose to replace with a digital billboard.

PRESENTATION BY THE APPLICANT: Sean Rieger, Rieger Law Group, representing the applicant, responded to the questions about trees and the billboard, and presented the project.

Mr. Parker asked whether the sidewalk would be extended down to the intersection. Mr. Rieger responded.

Mr. Parker asked about the possibility of widening Classen Boulevard in this area to four lanes. Mr. Rieger responded and noted they are dedicating 17' of right-of-way with the plat.

Mr. Jablonski commented it looks like a great development, and asked how many trees they are planning to take out with the development. Mr. Rieger did not have a number, but discussed the area where trees may be removed.

Mr. Jablonski also spoke about the amount of heat generated by the pavement and asked about ways to mitigate it. Mr. Rieger responded.

Ms. Bird asked what Mr. Parker thinks of the underground detention. Mr. Parker responded. Mr. Rieger also responded.

Ms. Bird asked for clarification on the number of trees which may be removed and the trees being added. Mr. Rieger responded. Ms. Kindel asked for further clarification. Mr. Rieger responded. Mr. Jablonski asked about provisions in the PUD to protect the existing trees in the greenspace area.

Lydia Leslie, Kimley-Horn Engineering, discussed the need to provide compensatory storage in the area just south of the parking, and remove the trees in that area. All the trees will remain in the floodway area, which will not have any changes.

Ms. Hoggatt addressed the previous question about the billboard.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION: Mr. Jablonski stated he is not a fan of digital billboards. Overall he thinks it is a great project. He would like to see them protect the greenspace in the PUD, so it can't be developed in the future. Ms. Bird noted the site plan does show a protected greenspace. She supports the project.

Ms. Kindel commented that she is also not a fan of the digital billboard and does not see a need for it in that location. She is impressed with other aspects of the plan.

Mr. Brewer is not in favor of a digital billboard. He thinks it would present a potential hazard in that location.

Motion made by Jablonski to recommend adoption of R-2223-54, O-2223-17, and PP-2223-4 to City Council, with the comment that a digital billboard not be allowed; seconded by Griffith.

Voting Yea: Brewer, Parker, McDaniel, Bird, Griffith, Kindel, Jablonski

The motion to recommend adoption of R-2223-54, O-2223-17, and PP-2223-4 to City Council, with the comment that a digital billboard not be allowed, passed unanimously by a vote of 7-0.

File Attachments for Item:

20. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2223-4: A PRELIMINARY PLAT FOR THE VERVE NORMAN ADDITION, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED ON THE WEST SIDE OF CLASSEN BOULEVARD AND NORTH OF CONSTITUTION STREET).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/24/2023

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 PP-2223-4 PRELIMINARY PLAT FOR THE VERVE NORMAN ADDITION, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED ON THE WEST SIDE OF CLASSEN BOULEVARD AND NORTH OF CONSTITUTION STREET).

BACKGROUND:

This item is a preliminary plat for The Verve Norman Addition, a Planned Unit Development and is generally located on the west side of Classen Boulevard and north of Constitution Street. The preliminary plat consists of 9.66 acres and one (1) lot. A student housing project is proposed for the property with amenities located in the open space areas. Two existing large structures will be removed from the site.

The Flood Plain Permit Committee, at its meeting on November 7, 2022, conditionally approved Flood Plain Permit No. 665 for this project since the proposed development would be partially located in the Bishop Creek regulatory floodplain.

The Norman Board of Parks Commissioners, at its meeting of December 1, 2022, recommended fee in lieu of park land dedication for The Verve Norman Addition, a Planned Unit Development.

Planning Commission, at its meeting of December 8, 2022, recommended approval of amending the NORMAN 2025 Land Use and Transportation Plan from Commercial Designation to High Density Residential Designation and the adoption of Ordinance No. O-2223-17, placing this property in the Planned Unit Development. In addition, at its same meeting, Planning Commission recommended approval of the preliminary plat for The Verve Norman Addition, a Planned Unit Development.

DISCUSSION:

The site plan for the proposed The Verve Norman Addition involves the development of 430 apartment units with a total of 665 beds and is expected to generate approximately 2,475 trips per day, 106 AM peak hour trips, and 194 PM peak hour trips. Obviously being above the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer submitted a traffic impact analysis documenting the trip generation information for this apartment building as well as any issues concerning site access along Classen Boulevard. The

location of this project is located west side of Classen Boulevard and north of Constitution Street.

STREET	NO. OF LANES	PROJECTED TRAFFIC (Veh/day)	BACKGROUND TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
Classen Blvd.	3-4	2,475	13,185	15,660	25,650	51.40	61.05

The proposed addition will access Classen Boulevard between 12th Avenue SE to the southeast and Lindsey Street to the north. A left turn warrant analysis was performed for the northbound direction and was found to meet for the projected 2025 PM peak hour volumes. The existing roadway is wide enough to accommodate the addition of the northbound left turn bays, and therefore restriping of the pavement would be the only offsite improvement required. Staff has asked the traffic engineer on the project to consider some lane modifications to accommodate the desired northbound left-turn lanes into the site without a loss of an existing northbound through lane on Classen Boulevard. The result of this request should be of negligible impact to the developer since the request and the original proposal each involve only restriping of existing Classen Boulevard.

The applicant proposed changes to the Bishop Creek floodplain that would change the width of the floodplain by greater than ten percent and thus, requires Council approval. The applicant supplied with their floodplain permit application a hydrologic study of the area demonstrating minimal impact on the Bishop Creek floodplain as a result of this development. In addition, if approved, As-Built drawings of the compensatory storage area proposed by the developer to meet the requirements of the City's Flood Hazard Mitigation statute and a Letter of Map Revision (LOMR) will be required to be obtained by the applicant from FEMA for this section of Bishop Creek.

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 underground detention facility.
3. **Sanitary Sewers**. Public sanitary sewer mains are existing.
4. **Sidewalks**. Sidewalks will be constructed adjacent to Classen Boulevard.
5. **Streets**. Proposed curb and gutter and restriping will be added to Classen Boulevard street improvements.
6. **Water Mains**. Existing water mains are located adjacent to Classen Boulevard. Additional water mains will be installed to serve fire hydrants in accordance with approved plans and City and Department of Environmental Quality standards.

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 the Flood Plain Permit Committee recommends approval of Flood Plain Permit No. 665. Staff further recommends approval of the preliminary plat for The Verve Norman Addition, a Planned Unit Development subject to approval of Ordinance No. O-2223-17.

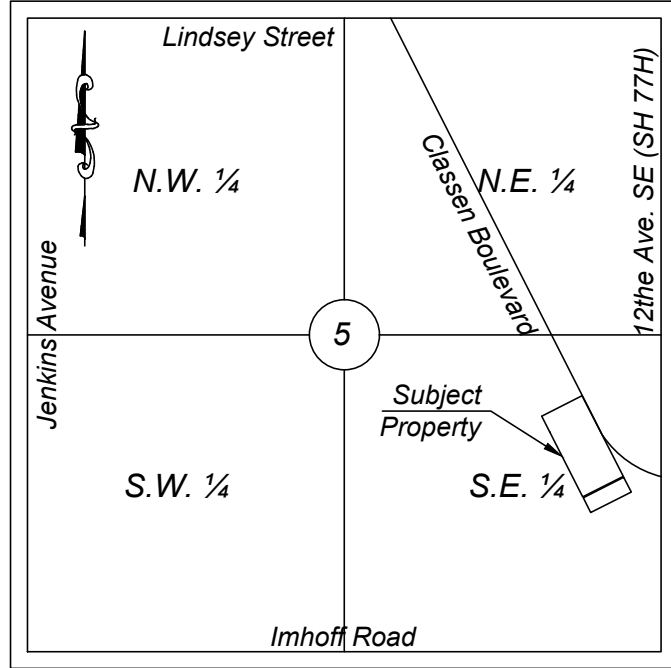
A Replat of Lots 5A & 7A, Highway Heights Addition and A Part of the SE/4 of Section 5,
 -APPROXIMATE LOCATION
 OF 8" WATERLINES PER
 CITY OF NORMAN GIS
 T 8 N, R 2 W IM,
 To the City of Norman, Cleveland County, Oklahoma

A Part of the SE/4 of Section 5
T 8 N, R 2 W IM,
Cleveland County, Oklahoma,
Project No. 5571.5

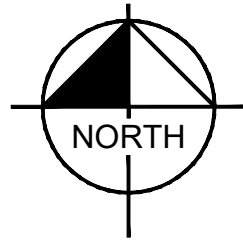
Commencing at the Southeast Corner of the SE/4 of said Section 5;
Thence North 00°41'16" West as the basis of bearing on the East line of said SE/4 a distance of 843.60 feet to the West Right-of-Way line of State Highway 77;
Thence North 27°45'38" West on said West Right-of-Way line a distance of 546.80 feet to the Point of Beginning:

Subject to Easements and Rights-of-Way of record.

	SUBJECT PROPERTY
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	SECTION LINE
	EASEMENT LINE
	OVERHEAD ELECTRIC LINES
	GAS LINE
	WATER LINE
	SANITARY SEWER
	STOCKADE FENCE
	CHAIN LINK FENCE
	GUARD RAIL
	RAILROAD TRACKS
	FOUND MONUMENT
	SET MONUMENT
	3/4" IRON BAR W/CAP "HALE & ASSOC. CA 819" (UNLESS OTHERWISE NOTED)
	POWER POLE
	POWER POLE W/LIGHT
	UTILITY POLE
	GUY ANCHOR
	AIR CONDITIONER
	TELEPHONE PEDESTAL
	FIBER OPTIC PEDESTAL
	FIBBER OPTIC PULL BOX
	GAS METER
	GAS LINE MARKER
	GAS VALVE
	CLEAN OUT
	SANITARY SEWER MANHOLE
	WATER METER
	WATER VALVE
	FIRE HYDRANT



Vicinity Map
Section 5, Township 8N, Range 2W
Not To Scale



GRAPHIC SCALE IN FEET

0 30 60 120

FIRM PANEL #: 285 OF 475,
MAP NUMBER: 40027C0285H
MAP DATE: September 26, 2008

SUBTEXT LIVING
3000 LOCUST STREET
ST. LOUIS, MO 63103
PHONE: 314-328-6420
CONTACT: BETHANY ROONEY

DYNAMIK DESIGN PARTNERS, LLC.
5901 PEACHTREE DUNWOODY ROAD
BUILDING C, SUITE 250
ATLANTA, GEORGIA 30328
PHONE: 678-506-8839
CONTACT: YI LO

Kimley»Horn

4727 GAILLARDIA PARKWAY
SUITE 250
OKLAHOMA CITY, OK 73142
PHONE: 405-241-5423
CONTACT: LYDIA LESLIE, P.E.

HALE & ASSOCIATES SURVEY COMPANY, INC
1601 SW 89TH STREET, BLDG. C, SUITE 200
OKLAHOMA CITY, OK 73159
PHONE: 405-686-0174
CONTACT: JOHN SAULER

[illegible]

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
4727 GALLARDIA PARKWAY, SUITE 250, OKLAHOMA CITY, OK 73142
PHONE: 405-241-5423 FIRM NO. 2740; EXP. JUNE 30, 2023
WWW.KIMLEY-HORN.COM

KHA PROJECT 061327000	DATE November 22
SCALE AS SHOWN	
DESIGNED BY LML	
DRAWN BY KBY	
CHECKED BY LML	

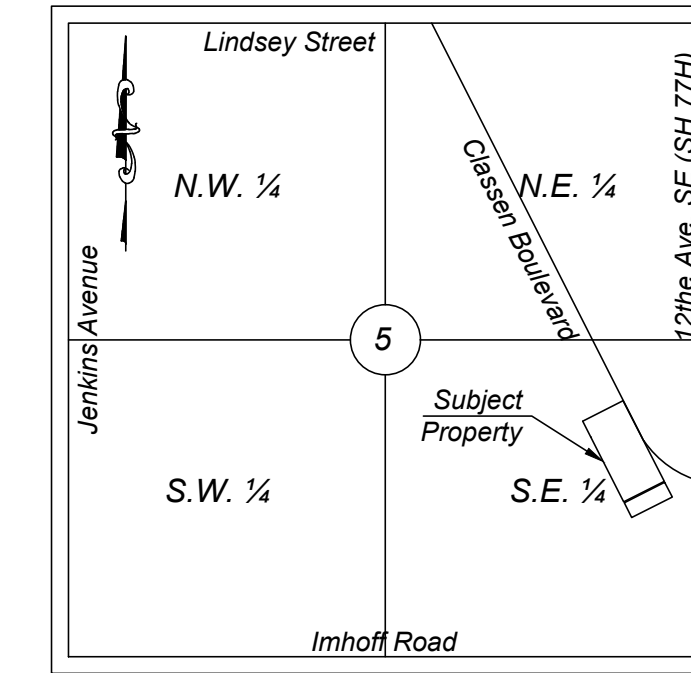
THE VERVE NORMAN
A PLANNED UNIT DEVELOPMENT
NORMAN, OKLAHOMA

PRELIMINARY PLAT

SHEET NUMBER
#####

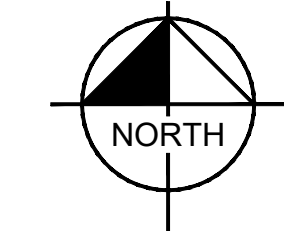
A Replat of Lots 5A & 7A, Highway Heights Addition and A Part of the SE/4 of Section 5,
T 8 N, R 2 W IM,
To the City of Norman, Cleveland County, Oklahoma

To the City of Norman, Cleveland County, Oklahoma



Vicinity Map

Section 5, Township 8N, Range 2W
Not To Scale



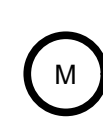
GRAPHIC SCALE IN FEET

0 30 60 120

A horizontal scale bar with four segments. The first segment (0-30) is white, the second (30-60) is black, the third (60-90) is white, and the fourth (90-120) is black. The segments are labeled 0, 30, 60, and 120 at their right boundaries.

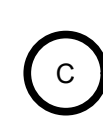
LEGEND

STUDENT HOUSING



M1: 5 STORY BUILDING W/BASEMENT UNITS
RESIDENTIAL
TOTAL: 210,000 SF

COMMON AREAS



C: LEASING / CLUB
TOTAL: 12,800 SF

CORRIDOR & UTILITIES



SITE INFORMATION

TOTAL SITE AREA:
9.5 AC

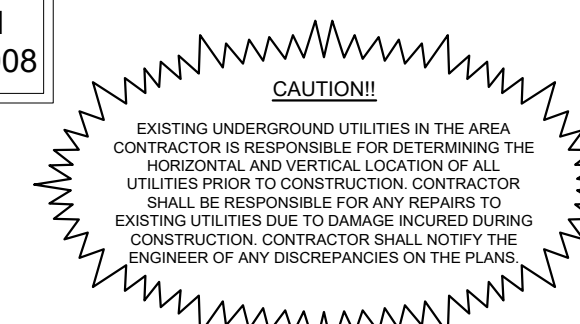
PROPOSED ZONING:
PUD

TOTAL BEDS:
625

TOTAL PARKING:
523 SPACES

PARKING RATIO:
0.84 SPACES/BED

FIRM PANEL #: 285 OF 475
MAP NUMBER: 40027C0285H
MAP DATE: September 26, 2008

[illegible]



City of Norman

Floodplain Permit Application

Floodplain Permit No. 665

Building Permit No. _____

Date November 7, 2022

FLOODPLAIN PERMIT APPLICATION (\$100.00 Application Fee Required)

SECTION 1: GENERAL PROVISIONS (APPLICANT to read and sign):

1. No work may start until a permit is issued.
2. The permit may be revoked if any false statements are made herein.
3. If revoked, all work must cease until permit is re-issued.
4. Development shall not be used or occupied until a Certificate of Occupancy is issued.
5. The permit will expire if no work is commenced within 2 years of issuance.
6. Applicant is hereby informed that other permits may be required to fulfill local, state and federal regulatory requirements and must be included with this floodplain permit application.
7. Applicant hereby gives consent to the City of Norman or his/her representative to access the property to make reasonable inspections required to verify compliance.
8. The following floodplain modifications require approval by the City Council:
 - (a) A modification of the floodplain that results in a change of ten percent (10%) or more in the width of the floodplain.
 - (b) The construction of a pond with a water surface area of 5 acres or more.
 - (c) Any modifications of the stream banks or flow line within the area that would be regulatory floodway whether or not that channel has a regulatory floodplain, unless the work is being done by the City of Norman staff as part of a routine maintenance activity.
9. All supporting documentation required by this application is required along with the permit fee by the submittal deadline. Late or incomplete applications will not be accepted.
10. I, THE APPLICANT, CERTIFY THAT ALL STATEMENTS HEREIN AND IN ATTACHMENTS TO THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, TRUE AND ACCURATE.

SECTION 2: PROPOSED DEVELOPMENT (To be completed by APPLICANT.)

APPLICANT: Bethany Rooney ADDRESS: 3000 Locust Street, St. Louis, MO 63103TELEPHONE: 314-328-6420 SIGNATURE: B-RBUILDER: TBD ADDRESS: _____

TELEPHONE: _____ SIGNATURE: _____

ENGINEER: Ellen Stevens ADDRESS: 1134 NW 33rd Street, Oklahoma City, OK 73118TELEPHONE: 405-747-6598 SIGNATURE: Ellen Stevens

PROJECT LOCATION

To avoid delay in processing the application, please provide enough information to easily identify the project location. Provide the street address, subdivision addition, lot number or legal description (attach) and, outside urban areas, the distance to the nearest intersecting road or well known landmark. A sketch attached to this application showing the project location would be helpful.

The Location is part of the Southeast Quarter of Section 5, Township 8 North, Range 2 West City of Norman, Cleveland
County, Oklahoma. The project is located on the connecting properties. 2404/2420/2456 Classen Blvd, Norman
Oklahoma 73071. The access road to the project is Classen Boulevard and connects to the intersection of 11th Avenue
Attached is a arial map showing the project location.

DESCRIPTION OF WORK (Check all applicable boxes):**A. STRUCTURAL DEVELOPMENT****ACTIVITY****STRUCTURE TYPE**

- | | |
|---|---|
| <input checked="" type="checkbox"/> New Structure | <input type="checkbox"/> Residential (1-4 Family) |
| <input type="checkbox"/> Addition | <input checked="" type="checkbox"/> Residential (More than 4 Family) |
| <input type="checkbox"/> Alteration | <input type="checkbox"/> Non-Residential (Flood proofing? <input type="checkbox"/> Yes) |
| <input type="checkbox"/> Relocation | <input type="checkbox"/> Combined Use (Residential & Commercial) |
| <input checked="" type="checkbox"/> Demolition | <input type="checkbox"/> Manufactured (Mobile) Home |
| <input type="checkbox"/> Replacement | <input type="checkbox"/> In Manufactured Home Park? <input type="checkbox"/> Yes |

ESTIMATED COST OF PROJECT \$ \$50,000,000 Work that involves substantial damage/substantial improvement requires detailed cost estimates and an appraisal of the structure that is being improved.

B. OTHER DEVELOPMENT ACTIVITIES:

- ☐ Fill ☐ Mining ☐ Drilling ☒ Grading
- ☐ Excavation (Beyond the minimum for Structural Development)
- ☐ Watercourse Alteration (Including Dredging and Channel Modifications)
- ☒ Drainage Improvements (Including Culvert Work) ☐ Road, Street or Bridge Construction
- ☐ Subdivision (New or Expansion) ☐ Individual Water or Sewer System

In addition to items A. and B. provide a complete and detailed description of proposed work (failure to provide this item will be cause for the application to be rejected by staff). Attach additional sheets if necessary.

Demolition work will be performed for the existing structures on the property. A proposed 5-story Multi-family/student
housing building will be developed with roughly 260 units and parking with a total of 563 spaces.

Attached is a preliminary concept plan for the proposed work.

C. ATTACHMENTS WHICH ARE REQUIRED WITH EVERY APPLICATION:

The applicant must submit the documents listed below before the application can be processed. If the requested document is not relevant to the project scope, please check the Not Applicable box and provide explanation.

- A. Plans drawn to scale showing the nature, location, dimensions, and elevation of the lot, existing or proposed structures, fill, storage of materials, flood proofing measures, and the relationship of the above to the location of the channel, floodway, and the regulatory flood-protection elevation.

- B. A typical valley cross-section showing the channel of the stream, elevation of land areas adjoining each side of the channel, cross-sectional areas to be occupied by the proposed development, and high-water information.

☐ Not Applicable:

See sheet C-1

- C. Subdivision or other development plans (If the subdivision or other developments exceeds 50 lots or 5 acres, whichever is the lesser, the applicant **must** provide 100-year flood elevations if they are not otherwise available).

☒ Not Applicable:

- D. Plans (surface view) showing elevations or contours of the ground; pertinent structure, fill, or storage elevations; size, location, and spatial arrangement of all proposed and existing structures on the site; location and elevations of streets, water supply, sanitary facilities; photographs showing existing land uses and vegetation upstream and downstream, soil types and other pertinent information.

☐ Not Applicable:

Attached is the Survey which includes all relevant details of the existing site.

- E. A profile showing the slope of the bottom of the channel or flow line of the stream.

☐ Not Applicable:

See sheet C-1

- F. Elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures.

☐ Not Applicable:

See Grading Plan: C-300

- G. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

☒ Not Applicable:

- H. For proposed development within any flood hazard area (except for those areas designated as regulatory floodways), certification that a rise of no more than five hundredths of a foot (0.05') will occur on any adjacent property in the base flood elevation as a result of the proposed work. For proposed development within a designated regulatory floodway, certification of no increase in flood levels within the community during the occurrence of the base flood discharge as a result of the proposed work. All certifications shall be signed and sealed by a Registered Professional Engineer licensed to practice in the State of Oklahoma.
- I. A certified list of names and addresses of all record property owners within a three hundred fifty (350) foot radius of the exterior boundary of the subject property not to exceed 100 feet laterally from the Special Flood Hazard Area. The radius to be extended by increments of one hundred (100) linear feet until the list of property owners includes not less than fifteen (15) individual property owners of separate parcels or until a maximum radius of one thousand (1,000) feet has been reached.
- J. A copy of all other applicable local, state, and federal permits (i.e. U.S. Army Corps of Engineers 404 permit, etc).

After completing SECTION 2, APPLICANT should submit form to Permit Staff for review.

SECTION 3: FLOODPLAIN DETERMINATION (To be completed by Permit Staff.)

The proposed development is located on FIRM Panel No. 0285 H, Dated: 9/26/2008

The Proposed Development:

☐ Is NOT located in a Special Flood Hazard Area

(Notify the applicant that the application review is complete and NO FLOODPLAIN PERMIT IS REQUIRED).

☒ Is located in a Special Flood Hazard Area.

☐ The proposed development is located in a floodway.

☒ 100-Year flood elevation at the site is 1129.5' Ft. NGVD (MSL) ^{*} ☐ Unavailable
1128.0'

See Section 4 for additional instructions.

SIGNED: 

DATE: 11/1/2022

* BFE of 1128.0' Determined as the existing conditions elevation from the HEC-RAS model submitted by applicant's engineer of record.

SECTION 4: ADDITIONAL INFORMATION REQUIRED (To be completed by Permit Staff.)

The applicant must also submit the documents checked below before the application can be processed.

- ☐ Flood proofing protection level (non-residential only) _____ Ft. NGVD (MSL). For flood proofed structures applicant must attach certification from registered engineer.
- ☒ Certification from a registered engineer that the proposed activity in a regulatory floodway will not result in any increase in the height of the 100-year flood (Base Flood Elevation). A copy of all data and calculations supporting this finding must also be submitted.
- ☒ Certification from a registered engineer that the proposed activity in a regulatory flood plain will result in an increase of no more than 0.05 feet in the height of the 100-year flood (Base Flood Elevation). A copy of all data and calculations supporting this finding must also be submitted.
- ☐ All other applicable federal, state, and local permits have been obtained.

Other: _____

SECTION 5: PERMIT DETERMINATION (To be completed by Floodplain Chairman.)

The proposed activity: (A) ☒ **Is**; (B) ☐ **Is Not** in conformance with provisions of Norman's City Code Chapter 22, Section 429.1. The permit is issued subject to the conditions attached to and made part of this permit.

SIGNED: _____ DATE: 4/7/2022

If **BOX A** is checked, the Floodplain committee chairman may issue a Floodplain Permit.

If **BOX B** is checked, the Floodplain committee chairman will provide a written summary of deficiencies. Applicant may revise and resubmit an application to the Floodplain committee or may request a hearing from the Board of Adjustment.

APPEALS: Appealed to Board of Adjustment:

☐ Yes ☐ No

Hearing date: _____

Board of Adjustment Decision - Approved:

☐ Yes ☐ No

Conditions:

- As built drawings based on actual survey information provided for the compensatory storage upon completion
- The floodplain permit application information be forwarded to City Council for their consideration along with the preliminary plat and rezoning request.
- A LOMR for this section of Bishop Creek be obtained prior to a Certificate of Occupancy being issued.

SECTION 6: AS-BUILT ELEVATIONS (To be submitted by APPLICANT before Certificate of Occupancy is issued.)

1. FEMA Elevation Certificate
and/or
2. FEMA Floodproofing Certificate

NOTE: The completed certificate will be reviewed by staff for completeness and accuracy. If any deficiencies are found it will be returned to the applicant for revision. A Certificate of Occupancy for the structure will not be issued until an Elevation and /or Floodproofing Certificate has been accepted by the City.

STAFF REPORT

11/7/2022

PERMIT NO. 665

ITEM: Floodplain Permit application is for the demolition of an existing motel complex and church building in the Bishop Creek floodplain to allow construction of a new student housing complex. The entire project site is approximately 9.7 acres.

BACKGROUND:

APPLICANT: Subtext - Bethany Rooney

BUILDER: TBD

ENGINEER: Ellen Stevens, PhD, P.E.

ENGINEER: Kimley-Horn and Associates, Inc.

The Verve Student Housing is a proposed 5-story Multi-family/student housing building that will be developed with approximately 260 units, 625 beds, and 563 parking spaces. The project is located on connecting properties at 2404/2420/2456 Classen Blvd. near the intersection of Classen Blvd. and 12th Ave. SE. Runoff from the northern end of the site flows west to the railroad right of way. The rest of the site flows south to Bishop Creek which is south of the project area.

2404 and 2420 Classen Blvd. are currently developed lots and the site of the old Hope Community Church and OU Motel respectively. These structures will be demolished for the construction of this project. The southernmost lot, 2456 Classen Blvd., is the only section of this project located in the floodplain and is currently undeveloped with the exception of an existing concrete pad and driveway that served structures that have been previously demolished. As depicted on the project maps, the only area of this project located in the floodplain would be the southern section of the parking lot. A preliminary drainage report has been submitted with the preliminary plat and includes an underground detention pond system to detain the additional stormwater runoff generated by the project.

Site located in Little River Basin or Tributaries? Yes__ No✓

STAFF ANALYSIS:

The construction of the southern parking lot for this project would require the installation of a retaining wall, not to exceed three feet in height according to the plans submitted by Kimley-Horn. The retaining wall and subsequent fill would be used to raise the south section of the parking lot above the BFE. The plans indicate that the estimated net fill from the construction of this retaining wall and parking lot is approximately 3500 cubic yards. The plans show a proposed cut of approximately 4000 cubic yards from the adjacent floodplain to create the required compensatory storage.

The Flood Insurance Rate Map (FIRM) indicates the flood zone on this property is Zone AE, which is a studied area of Tributary "A" of Bishop Creek. Based on the FIRM, the BFE at this site is 1129.5'. The applicant submitted a Floodplain Analysis Study developed by Ellen Stevens, PhD, P.E. on their behalf, which includes a HEC-RAS model of the existing and proposed conditions of the floodplain due to this project. This existing conditions model of the floodplain predicts a BFE of 1128' which is approximately 1.5' lower than shown in the published FEMA study from 2008. The model indicates this discrepancy can be attributed to both the Reinforced Concrete Box (RCB) under 12th Ave SE and Classen Blvd. and the railroad bridge west of the site being larger than shown in the current FEMA model.

If this permit application is approved by the Floodplain Permit Committee, the flood study and as built construction information would be forwarded to FEMA by the applicant's engineer to obtain a Letter of Map Revision (LOMR). The LOMR would effectively change the FIRM for this section of Bishop Creek to the new floodplain boundaries established by this project. Since this change to the floodplain boundary would be greater than ten percent (10%) of the width of the

floodplain, City Council approval is also necessary. This information would be submitted to Council for their consideration along with the preliminary plat and rezoning request.

Applicable Ordinance Sections:

Subject Area:

429.1 4(b)(1).....	Fill restrictions in the floodplain
4(b)(5)	Compensatory storage
4(b)(18)(i).....	City Council Approval
5(a)(viii).....	No rise considerations

4(b)(1) Fill Restrictions in the Flood Plain – The use of fill in the floodplain is restricted because storage capacity is removed from floodplains, natural drainage patterns are adversely altered, and erosion problems can develop. Because this project involves changing the floodplain boundary and lowering the BFE on the north side of the floodplain, a LOMR is required from FEMA. Since adequate compensatory storage will be provided, this project meets this section of the ordinance.

4(b)(5) Compensatory Storage – Compensatory storage must be provided within the general location of any storage that is displaced by fill. According to the drawings, compensatory storage will be provided by excavation on the south side of the new retaining wall. The plans indicate that approximately 500 more cubic yards of material will be removed from the floodplain than what is required due to the fill.

4(b)(18) The following floodplain modifications approved by the Floodplain Permit Committee shall also require approval by the City Council. A project report and the recommendations of the Floodplain Permit Committee’s conditional approval will be provided to City Council at the time of Council’s consideration of approval of such a Floodplain Permit. For projects that require platting, this information will be presented at the time Council considers the preliminary plat. For projects that do not require platting, the report will be made to Council prior to issuance of the floodplain permits (O-1617-34):

- (i) A modification of the floodplain that results in a change of ten percent (10%) or more in the width of the floodplain.

5(a)(viii) No Rise Considerations – For proposed development within any flood hazard area (except for those designated as regulatory floodways), certification is required stating that a rise of no more than 0.05 ft. will occur in the BFE on any adjacent property as a result of the proposed work. The applicant’s engineer has certified that the project will not cause a rise in the BFE, which meets the ordinance requirements.

RECOMMENDATION: Staff recommends Floodplain Permit application #665 be approved with the following conditions:

- As built drawings based on actual survey information be provided for the compensatory storage area upon completion.
- The floodplain permit application information be forwarded to City Council for their consideration along with the preliminary plat and rezoning request.
- A LOMR for this section of Bishop Creek be obtained prior to a Certificate of Occupancy being issued.

ACTION TAKEN: _____



CITY OF NORMAN

Development Review Form

Transportation Impacts

DATE: November 29, 2022

CONDUCTED BY: Jami L. Short, P.E.
City Traffic Engineer

PROJECT NAME: The Verve Norman

PROJECT TYPE: High Density Residential

Owner: Subtext Acquisitions, LLC
Developer's Engineer: Kimley Horn
Developer's Traffic Engineer: TEC

SURROUNDING ENVIRONMENT (Streets, Developments)

The areas surrounding this site are generally low density residential to the east and commercial uses to the north and south. Classen Boulevard is the main northwest/southeast roadway.

ALLOWABLE ACCESS:

The access will be in accordance with Section 4018 of the City's Engineering Design Criteria.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)

Classen Boulevard: 3-4 lanes (existing and future). Speed Limit—45 mph. No sight distance problems. No median.

ACCESS MANAGEMENT CODE COMPLIANCE: YES ☒ NO ☐

Proposed access for the development will comply with what is allowed in the subdivision regulations.

TRIP GENERATION

	Total	In	Out
Weekday	2,475	1237	1238
A.M. Peak Hour	106	29	77
P.M. Peak Hour	194	101	93

TRANSPORTATION IMPACT STUDY REQUIRED? YES ☒ NO ☐

The volume exceeds the threshold for when a traffic impact study is required, the developer submitted traffic impact study documenting the trip generation information, effects on the surrounding intersections, as well as any potential sight distance concerns at the proposed access to Classen Boulevard. The apartment building will consist of 260 units with a total of 635 bedrooms and is proposed for location along the west side of Classen Boulevard between 12th Avenue SE and Lindsey Street.

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 Classen Boulevard between 12th Avenue SE to the southeast and Lindsey Street to the north. A left turn warrant analysis was performed for the northbound direction and was found to meet the need for installation based upon the projected 2025 PM peak hour volumes. The existing roadway is wide enough to accommodate the addition of the northbound left turn bays, and therefore restriping of the pavement would be the only offsite improvement required. Staff has asked the traffic engineer on the project to consider some lane modifications to accommodate the desired northbound left-turn lanes into the site without a loss of an existing northbound through lane on Classen Boulevard. The result of this request should be of negligible impact to the developer since the request and the original proposal each involve only restriping of existing Classen Boulevard.

PRELIMINARY PLAT
PP-2223-4

ITEM NO. 6

STAFF REPORT**ITEM:** Consideration of a Preliminary Plat for **THE VERVE NORMAN, A PLANNED UNIT DEVELOPMENT.****LOCATION:** Generally located on the west side of Classen Boulevard north of Constitution Street.**INFORMATION:**

1. Owners. OU Motel, L.L.C. and Hope Community Church, Inc.
2. Developer. Subtext Acquisitions, L.L.C.
3. Engineer. Kimley-Horn.

HISTORY:

1. April 5, 1929. The final plat for Highway Heights Addition was filed of record with the Cleveland County Clerk. The majority of this property was included in the final plat.
2. October 18, 1961. City Council adopted Ordinance No. 1314 annexing this property into the City of Norman Corporate City limits without zoning.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in the A-2, Rural Agricultural District
4. May 14, 1963. City Council adopted Ordinance No. 1490 placing a portion of this property in C-2, General Commercial District and removing it from A-2, Rural Agricultural District.
5. April 12, 1966. City Council adopted Ordinance No. 1879 placing a portion of this property in the C-2, General Commercial District and removing it from A-2, Rural Agricultural District.

6. November 5, 1968. City Council adopted Ordinance No. 2113 placing a portion of this property in C-2, General Commercial District and removing it from A-2, Rural Agricultural District.
7. February 13, 1975. Planning Commission recommended to City Council placing a portion of this property in the C-2, General Commercial District and removing it from A-2, Rural Agricultural District.
8. March 4, 1975. City Council adopted Ordinance No. O-7475-41 placing a portion of this property in the C-2, General Commercial District and removing it from A-2, Rural Agricultural District.
9. October 13, 1994. Planning Commission recommended to City Council placing a portion of this property in the C-2, General Commercial District with Permissive Use for a Night Club or Dance Hall.
10. December 13, 1994. City Council adopted Ordinance No. O-9495-21 placing a portion of this property in the C-2, General Commercial District with Permissive Use for a Night Club or Dance Hall.
11. November 3, 2022. The Norman Board of Parks Commissioners recommended fee in lieu of park land for The Verve Norman, a Planned Unit Development.
12. December 8, 2022. The applicant has requested amending the NORMAN Land Use and Transportation Plan from Commercial Designation to High Density Residential Designation.
13. December 8, 2022. The applicant has requested placing this property in the PUD, Planned Unit Development and removing it from A-2, Rural Agricultural District, C-2, General Commercial District and C-2, General Commercial District with Permissive Use for a Night Club or Dance Hall.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations are being reviewed by the Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
3. Sanitary Sewers. Public sanitary sewer mains are existing.
4. Sidewalks. Sidewalks will be constructed adjacent to Classen Boulevard.
5. Storm Sewers. 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 underground detention facility.

6. Streets. Proposed curb and gutter and restriping will be added to Classen Boulevard street improvements.
7. Water Mains. Existing water mains are located adjacent to Classen Boulevard. Additional water mains will be installed to serve fire hydrants in accordance with approved plans and City and Department of Environmental Quality standards.

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.
3. Flood Plain. This property contains Flood Plain. The applicant is proposing to construct a portion of a parking lot in the Flood Plain. The Flood Plain Permit Committee approved Flood Plain Permit No. 665. Flood Plain Permit No. 665 will require City Council approval.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary site development plan and preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The preliminary plat consists of 9.66 acres and one (1) lot. A student housing project is proposed for the property with amenities located in the open space areas. Two large structures will be removed from the site. Staff recommends approval of the preliminary plat for The Verve Norman, a Planned Unit Development.

ACTION NEEDED: Recommend approval or disapproval of the preliminary plat for The Verve Norman, a Planned Unit Development to City Council.

ACTION TAKEN: _____



CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, December 08, 2022 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of December, 2022.

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 6:30 p.m.

ROLL CALL

PRESENT

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

ABSENT

Liz McKown
Douglas McClure

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning & Community Development
Lora Hoggatt, Planning Services Manager
Beth Muckala, Assistant City Attorney
Todd McLellan, Development Engineer
Jami Short, Traffic Engineer
Bryce Holland, Multimedia Specialist
Rone' Tromble, Recording Secretary

Chair Bird thanked Shaun Axton for his time on the Planning Commission, and welcomed Maria Kindel to the Commission.

3. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of R-2223-54: Subtext Acquisitions, L.L.C. requests amendment of the NORMAN 2025 Land Use Plan from Commercial Designation to High Density Residential Designation for approximately 9.66 acres of property generally located on the west side of Classen Boulevard north of East Constitution Street.

ITEMS SUBMITTED FOR THE RECORD:

1. 2025 Map
2. Staff Report

4. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of O-2223-17: Subtext Acquisitions, L.L.C. requests rezoning from C-2, General Commercial District, to PUD, Planned Unit Development, for approximately 9.66 acres of property generally located on the west side of Classen Boulevard north of East Constitution Street.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. The Verve Norman PUD Narrative with Exhibits A-G
4. Previous Area Plan

5. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of PP-2223-4: Consideration of a Preliminary Plat submitted by Subtext Acquisitions, L.L.C. (Kimley-Horn) for THE VERVE NORMAN for approximately 9.66 acres of property generally located on the west side of Classen Boulevard north of East Constitution Street.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat – The Verve Norman
3. Staff Report
4. Transportation Impacts
5. Preliminary Site Development Plan

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

Mr. Griffith asked if there are plans to replace any trees that are destroyed because of the development.

Mr. Jablonski asked the rules regarding digital billboards, because there is an existing billboard that they propose to replace with a digital billboard.

PRESENTATION BY THE APPLICANT: Sean Rieger, Rieger Law Group, representing the applicant, responded to the questions about trees and the billboard, and presented the project.

Mr. Parker asked whether the sidewalk would be extended down to the intersection. Mr. Rieger responded.

Mr. Parker asked about the possibility of widening Classen Boulevard in this area to four lanes. Mr. Rieger responded and noted they are dedicating 17' of right-of-way with the plat.

Mr. Jablonski commented it looks like a great development, and asked how many trees they are planning to take out with the development. Mr. Rieger did not have a number, but discussed the area where trees may be removed.

Mr. Jablonski also spoke about the amount of heat generated by the pavement and asked about ways to mitigate it. Mr. Rieger responded.

Ms. Bird asked what Mr. Parker thinks of the underground detention. Mr. Parker responded. Mr. Rieger also responded.

Ms. Bird asked for clarification on the number of trees which may be removed and the trees being added. Mr. Rieger responded. Ms. Kindel asked for further clarification. Mr. Rieger responded. Mr. Jablonski asked about provisions in the PUD to protect the existing trees in the greenspace area.

Lydia Leslie, Kimley-Horn Engineering, discussed the need to provide compensatory storage in the area just south of the parking, and remove the trees in that area. All the trees will remain in the floodway area, which will not have any changes.

Ms. Hoggatt addressed the previous question about the billboard.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION: Mr. Jablonski stated he is not a fan of digital billboards. Overall he thinks it is a great project. He would like to see them protect the greenspace in the PUD, so it can't be developed in the future. Ms. Bird noted the site plan does show a protected greenspace. She supports the project.

Ms. Kindel commented that she is also not a fan of the digital billboard and does not see a need for it in that location. She is impressed with other aspects of the plan.

Mr. Brewer is not in favor of a digital billboard. He thinks it would present a potential hazard in that location.

Motion made by Jablonski to recommend adoption of R-2223-54, O-2223-17, and PP-2223-4 to City Council, with the comment that a digital billboard not be allowed; seconded by Griffith.

Voting Yea: Brewer, Parker, McDaniel, Bird, Griffith, Kindel, Jablonski

The motion to recommend adoption of R-2223-54, O-2223-17, and PP-2223-4 to City Council, with the comment that a digital billboard not be allowed, passed unanimously by a vote of 7-0.

City Council Agenda

January 24, 2023

ITEM: CONSIDERATION OF A PRELIMINARY PLAT FOR THE VERVE NORMAN ADDITION, A PLANNED UNIT DEVELOPMENT.

LOCATION: Generally located on the west side of Classen Boulevard north of Constitution Street.

INFORMATION:

1. Owner. OU Motel, L.L.C. and Hope Community Church, Inc.
2. Developer. Subtext Acquisitions, L.L.C.
3. Engineer. Kimley-Horn.

HISTORY:

1. Refer to the Planning Commission Staff, December 8, 2022.
2. November 7, 2022. The Norman Flood Plain Permit Committee approved Flood Plain Permit No. 665 subject to City Council approval. There is proposed fill to serve a proposed parking lot. Compensatory storage will be provided to offset that fill.
3. December 1, 2022. Norman Board of Parks Commissioners, on a vote of 8-0, recommended fee in lieu of park land dedication.
4. December 8, 2022. Planning Commission recommended to City Council the amending of the NORMAN 2025 Land Use and Transportation Plan from Commercial Designation to High Density Residential Designation.
5. December 8, 2022. Planning Commission recommended adoption of Ordinance No. O-2223-17 placing this property in PUD, Planned Unit Development and removing it from removing it from A-2, Rural Agricultural District, C-2, General Commercial District and C-2, General Commercial District with Permissive Use for a Night Club or Dance Hall.
6. December 8, 2022. Planning Commission recommended to City Council that the preliminary plat for The Verve Norman Addition, a Planned Unit Development.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, December 8, 2022.

PUBLIC DEDICATIONS:

1. Refer to the Planning Commission Staff Report, December 8, 2022.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, preliminary site development plan, preliminary plat, and Staff Report recommending approval, flood plain documents and pertinent excerpts from the Norman Board of Parks Commissioners and Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Flood Plain Permit No. 665 and approve or reject the preliminary plat for The Verve Norman Addition, a Planned Unit Development subject to the approval of O-2223-17.

ACTION TAKEN: _____

File Attachments for Item:

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-20 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 5-401 (1) CARPORT DEFINITION, AMENDING SECTION 5-403 OF ARTICLE IV OF CHAPTER 5 ("BUILDING CONSTRUCTION") TO ADD REGULATIONS FOR CONSTRUCTION OF CARPORTS, AND DELETING SECTION 22-431.10 ("RESIDENTIAL CARPORTS") IN CHAPTER 22 ("ZONING ORDINANCE"); AND AMENDING SECTION 22-441 ("BOARD OF ADJUSTMENT") TO CHAPTER 22 ("ZONING ORDINANCE") TO REMOVE THE SPECIAL EXCEPTION REQUIREMENT FOR CARPORTS IN CHAPTER 22 ("ZONING ORDINANCE") OF THE CODE OF THE CITY OF NORMAN AND TO ESTABLISH NEW CARPORT STANDARDS IN ARTICLE IV OF CHAPTER 5; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/10/2023

REQUESTER: Jane Hudson

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-20 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 5-401 (1) CARPORT DEFINITION, AMENDING SECTION 5-403 OF ARTICLE IV OF CHAPTER 5 ("BUILDING CONSTRUCTION") TO ADD REGULATIONS FOR CONSTRUCTION OF CARPORTS, AND DELETING SECTION 22-431.10 ("RESIDENTIAL CARPORTS") IN CHAPTER 22 ("ZONING ORDINANCE"); AND AMENDING SECTION 22-441 ("BOARD OF ADJUSTMENT") TO CHAPTER 22 ("ZONING ORDINANCE") TO REMOVE THE SPECIAL EXCEPTION REQUIREMENT FOR CARPORTS IN CHAPTER 22 ("ZONING ORDINANCE") OF THE CODE OF THE CITY OF NORMAN AND TO ESTABLISH NEW CARPORT STANDARDS IN ARTICLE IV OF CHAPTER 5; AND PROVIDING FOR THE SEVERABILITY THEREOF.

SUMMARY:

The purpose of the ordinance is to amend the approval requirements and design/material requirements for a residential carport structure and moving regulations from Chapter 22, Zoning Ordinance to Chapter 5, Building Construction.

BACKGROUND:

Staff presented information regarding construction of residential carports to Council Committees and Council Study Session in May and October 2014, June 2018, and June 2019. At the October 2014 meeting, the Committee discussed the proposed Ordinance language with a focus on whether the material compatibility should be included, as it could be costly for applicants. There was not a consensus on this issue and the Committee proposed that the Ordinance language should go forward to full Council at a future Study Session. City Council discussed the topic at a Study Session on December 2, 2014. There was no consensus on what the final language should be, the discussion did not proceed and there were no changes to the regulations, at that time.

Beginning again in 2018, Council gave direction to revisit the possible amendment options to the regulations regarding carports in residentially zoned districts. Council requested more information on this amendment and asked that the Community Planning and Transportation Committee (CPTC) discuss this item at a future meeting. Staff brought the carport discussion back to Committee in June of 2018 and again in June of 2019.

In early 2020 staff presented draft ordinance amendments for carports, allowing a process to move forward with construction of carports. In July of 2020, amendments to Chapter 5, the Building Construction and Chapter 22, the Zoning Ordinance were adopted to allow for construction of carports based on the adopted regulations. Since adoption of the July 2020 amendments, Council and staff has received multiple complaints regarding the additional costs and procedure/steps required to obtain approval to construct a residential carport.

Due to the additional cost and time invested to get approval to construct a residential carport staff has developed proposed changes to the regulation of Residential Carports, including amendments to current provision and the relocation of these regulations from the Zoning Ordinance, Chapter 22 of the Code, to Chapter 5 of the Code, where all carport provisions were found prior to the 2020 amendment adoption.

The proposed regulations replace the definition of “carport” currently found in Section 5-401 with the following: “All structures, whether attached to an existing structure or freestanding, which are constructed for the purpose of providing a roof-type cover only, for the protection from the sun, rain, snow, sleet or hail of passenger vehicles.”

Further, the proposed regulations significantly amend Section 5-403 to set forth new permitting and construction requirements and standards including but not limited to those addressing setbacks, roofing material standard, maintenance, and stormwater run-off. Finally, by removing these provisions back to Chapter 5 of the Code, the proposed regulations also remove entirely the provisions addressing Residential Carports found in Section 431.10 of the Zoning Ordinance, as well as the enumerated Special Exception provided for Board of Adjustment review of Residential Carports set forth in Section 441 of the Zoning Ordinance.

CONCLUSION:

On December 8, staff presented Ordinance O-2223-20 to the Planning Commission for their approval and recommendation to City Council. Planning Commission unanimously recommended approval, by a vote of 7-0.

Ordinance No. O-2223-20

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 5-401 (1) CARPORT DEFINITION, AMENDING SECTION 5-403 OF ARTICLE IV OF CHAPTER 5 (“BUILDING CONSTRUCTION”) TO ADD REGULATIONS FOR CONSTRUCTION OF CARPORTS, AND DELETING SECTION 22-431.10 (“RESIDENTIAL CARPORTS”) IN CHAPTER 22 (“ZONING ORDINANCE”); AND AMENDING SECTION 22-441 (“BOARD OF ADJUSTMENT”) TO CHAPTER 22 (“ZONING ORDINANCE”) TO REMOVE THE SPECIAL EXCEPTION REQUIREMENT FOR CARPORTS IN CHAPTER 22 (“ZONING ORDINANCE”) OF THE CODE OF THE CITY OF NORMAN AND TO ESTABLISH NEW CARPORT STANDARDS IN ARTICLE IV OF CHAPTER 5; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 5-401 of Chapter 5 of the Code of the City of Norman shall be amended to read as follows:

Sec. 5-401. - Definitions.

The following words and phrases when used in this article shall, for the purpose of this article, have the meaning respectively ascribed to them in this section except where the context otherwise requires:

1. Carport: All structures, whether attached to an existing structure or freestanding, which are constructed for the purpose of providing a roof-type cover only, for the protection from the sun, rain, snow, sleet or hail of passenger vehicles.
2. Fallout shelter: Any structure designed to protect the occupants from the effects of residual radiation resulting from a nuclear detonation.
3. Tornado shelter: Any underground structure designed to protect the occupants from the effects of wind and debris resulting from a tornado.

§ 2. That Section 5-403 of Chapter 5 of the Code of the City of Norman shall be amended to read as follows:

Sec. 5-403. - Carports: Construction.

1. **Applicability:** Carports are allowed in any zoning district so long as they are constructed to the standards set forth herein.
2. **General Provisions:**
 - a. Carports shall not be used for the outside storage of materials, equipment or goods or the parking and/or storage of inoperable vehicles.
 - b. In residential zoning districts, no more than one carport shall be permitted for each per residential dwelling unit.
 - c. A building permit shall be required prior to construction, and the structure shall comply with all applicable building, zoning and development codes except as provided herein.
 - d. The carport shall be open on all sides except where attached to a structure.
 - e. All carports shall be kept in good repair and safe and sanitary condition.
 - f. All carports open on all sides, except where attached to a structure, existing as of the date of adoption of this section shall be considered a legal nonconforming use for purposes of the Zoning Ordinance, subject to the restrictions concerning nonconforming uses as set forth in Section 419 of the Zoning Ordinance.
 - g. The area of the carport, combined with all other structures on the lot, shall not exceed the maximum lot coverage established for the zoning district in which it is located.
3. **Carport Construction.** Carports shall be constructed in compliance with the following:
 - a. All carports shall be located over a paved hard-surfaced drive. Provided however, a gravel driveway may be used to satisfy the requirement if the property owner can demonstrate that the gravel driveway existed in accordance with Section 431.7(f)(2) and was continually maintained.
 - b. Carports may be constructed past the front set back or applicable build line, as set forth in the applicable underlying Zoning District, except that no carport shall be constructed nearer than seven (7) feet to the front property line nor within any sight triangle or intersecting streets.
 - c. Carports may be constructed within 1' of the side property line so long as the structure is open on the side adjacent to the property line.
 - d. In residential zoning districts, the construction and maintenance of carports shall only be permitted on premises where a dwelling structure is also present and maintained.
 - e. Carports shall not be constructed of cloth or fabric of any kind. Tarps, canvas or similar materials shall not be used to enclose the carport.
 - f. The roofing material for the carport must be a minimum of twenty-nine (29) gauge metal.
 - g. The structure must be designed to meet Building Codes and Local Amendments applicable at the time of construction.

- h. In residential zoning districts, a carport shall not exceed the height of the principal dwelling structure.
- i. Guttering shall be installed and maintained in a manner to prohibit any increase of water run-off onto the adjacent property.

4. Carports on Corner Lots. Carports located on corner lots shall be permitted as follows:

- a. The carport must comply with all regulations in Section 3 and 4.
- b. No part of the carport canopy or appurtenance may extend into the front yard setback more than seven feet and into the exterior side yard setback more than four feet.
- c. In no case shall the installation of the carport interfere with the existing sidewalks, sight triangle or fire hydrants.
- d. All carports which extend into the required front yard setback must abut the principal dwelling structure and shall be permanently open on all sides.

§ 3. That Section 431.10 – RESIDENTIAL CARPORTS, of Chapter 22, the Zoning Ordinance, shall be removed in its entirety.

§ 4. That Section 441 of Chapter 22, the Zoning Ordinance, shall be amended to remove subparagraph (g), to read as follows:

* * *

7. Special Exceptions Defined and Enumerated. A special exception is defined as follows: "A special exception is a use that would not be appropriate generally or without restriction throughout the zoning district but which if controlled as to number, area, location, or relation to the neighborhood, would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity, or general welfare. Such uses may be permitted in such zoning districts as special exceptions if specific provision for such special exceptions is made hereafter."

The Board of Adjustment is hereby empowered and authorized to grant the following specific exceptions, to wit:

- (a) To permit the extension of a district where the boundary line of a district divides a lot in single ownership as shown of record;

*

- (f) To permit a mobile home to serve as a temporary second dwelling to relieve a medical hardship. The application must include a doctor's statement indicating that the patient is in need of the care of his or her family. The mobile home must meet

all City of Norman Building Code requirements and State of Oklahoma requirements for septic systems. The Exception can be approved for up to 3 years on any lot that is five acres or greater in the A-2 zoning district. The Exception can be renewed every 3 years by filing an application for an administrative extension, including a new doctor's statement. Only two (2) administrative extensions may be granted. If a third extension is needed, a new application will be required for Board of Adjustment review. Once the need for the mobile home no longer exists, the mobile home must be removed.

* * *

§ 5. 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-2223-20

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 5-401 (1) CARPORT DEFINITION, AMENDING SECTION 5-403 OF ARTICLE IV OF CHAPTER 5 (“BUILDING CONSTRUCTION”) TO ADD REGULATIONS FOR CONSTRUCTION OF CARPORTS, AND DELETING SECTION 22-431.10 (“RESIDENTIAL CARPORTS”) IN CHAPTER 22 (“ZONING ORDINANCE”); AND AMENDING SECTION 22-441 (“BOARD OF ADJUSTMENT”) TO CHAPTER 22 (“ZONING ORDINANCE”) TO REMOVE THE SPECIAL EXCEPTION REQUIREMENT FOR CARPORTS IN CHAPTER 22 (“ZONING ORDINANCE”) OF THE CODE OF THE CITY OF NORMAN AND TO ESTABLISH NEW CARPORT STANDARDS IN ARTICLE IV OF CHAPTER 5; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 5-401 of Chapter 5 of the Code of the City of Norman shall be amended to read as follows:

Sec. 5-401. - Definitions.

The following words and phrases when used in this article shall, for the purpose of this article, have the meaning respectively ascribed to them in this section except where the context otherwise requires:

~~(1) *Carport*: Any structure having a roof and roof supports, but no sidewalls, and is intended for use solely as a shelter for motor vehicles.~~

1. Carport: All structures, whether attached to an existing structure or freestanding, which are constructed for the purpose of providing a roof-type cover only, for the protection from the sun, rain, snow, sleet or hail of passenger vehicles.

2. Fallout shelter: Any structure designed to protect the occupants from the effects of residual radiation resulting from a nuclear detonation.

3. Tornado shelter: Any underground structure designed to protect the occupants from the effects of wind and debris resulting from a tornado.

- § 2. That Section 5-403 of Chapter 5 of the Code of the City of Norman shall be amended to read as follows:

Sec. 5-403. - Carports: Construction.

~~(a) Carports shall be designed and built so as not to create a fire or other hazard to person or property in the vicinity thereof and shall conform as nearly as possible and be in harmony with the existing structures in the surrounding neighborhood.~~

~~(b) No metal shall be utilized as the roof of any carport except that specifically designed for such purpose.~~

~~(c) The sides of a carport shall never be covered or enclosed by any materials whatsoever, nor shall the sides of such carport be constructed closer than five (5) feet to any fence, growth of vines, flowers, or other vegetable matter.~~

~~(d) The supports of a carport may be constructed of wrought iron or aluminum, steel or aluminum pipe or tubing, and brick. If the supports consist of wrought iron or aluminum, they shall not exceed a dimension of more than one (1) inch in thickness nor more than twelve (12) inches in width; if made of steel or aluminum tubing or pipe, they shall not be more than four (4) inches in diameter; and if made of brick, they shall not be more than twelve (12) inches in any dimension.~~

~~(e) The side supports of any carport situated in any front yard must be no closer together than ten (10) feet.~~

1. Applicability: Carports are allowed in any zoning district so long as they are constructed to the standards set forth herein.

2. General Provisions:

- a. Carports shall not be used for the outside storage of materials, equipment or goods or the parking and/or storage of inoperable vehicles.
- b. In residential zoning districts, no more than one carport shall be permitted for each per residential dwelling unit.
- c. A building permit shall be required prior to construction, and the structure shall comply with all applicable building, zoning and development codes except as provided herein.
- d. The carport shall be open on all sides except where attached to a structure.
- e. All carports shall be kept in good repair and safe and sanitary condition.
- f. All carports open on all sides, except where attached to a structure, existing as of the date of adoption of this section shall be considered a legal nonconforming

use for purposes of the Zoning Ordinance, subject to the restrictions concerning nonconforming uses as set forth in Section 419 of the Zoning Ordinance.

- g. The area of the carport, combined with all other structures on the lot, shall not exceed the maximum lot coverage established for the zoning district in which it is located.

3. Carport Construction. Carports shall be constructed in compliance with the following:

- a. All carports shall be located over a paved hard-surfaced drive. Provided however, a gravel driveway may be used to satisfy the requirement if the property owner can demonstrate that the gravel driveway existed in accordance with Section 431.7(f)(2) and was continually maintained.
- b. Carports may be constructed past the front set back or applicable build line, as set forth in the applicable underlying Zoning District, except that no carport shall be constructed nearer than seven (7) feet to the front property line nor within any sight triangle or intersecting streets.
- c. Carports may be constructed within 1' of the side property line so long as the structure is open on the side adjacent to the property line.
- d. In residential zoning districts, the construction and maintenance of carports shall only be permitted on premises where a dwelling structure is also present and maintained.
- e. Carports shall not be constructed of cloth or fabric of any kind. Tarps, canvas or similar materials shall not be used to enclose the carport.
- f. The roofing material for the carport must be a minimum of twenty-nine (29) gauge metal.
- g. The structure must be designed to meet Building Codes and Local Amendments applicable at the time of construction.
- h. In residential zoning districts, a carport shall not exceed the height of the principal dwelling structure.
- i. Guttering shall be installed and maintained in a manner to prohibit any increase of water run-off onto the adjacent property.

4. Carports on Corner Lots. Carports located on corner lots shall be permitted as follows:

- a. The carport must comply with all regulations in Section 3 and 4.
- b. No part of the carport canopy or appurtenance may extend into the front yard setback more than seven feet and into the exterior side yard setback more than four feet.
- c. In no case shall the installation of the carport interfere with the existing sidewalks, sight triangle or fire hydrants.
- d. All carports which extend into the required front yard setback must abut the principal dwelling structure and shall be permanently open on all sides.

§ 3. That Section 431.10 – RESIDENTIAL CARPORTS, of Chapter 22, the Zoning Ordinance, shall be removed in its entirety.

SEC. 431.10 – RESIDENTIAL CARPORTS

(As established by Ord. No. O 1920 51 – July 23, 2020)

1. ~~Carport Defined: A permanently roofed structure, open on all sides, except where attached to an existing structure, providing space for the parking or storage of private passenger vehicles.~~
2. ~~Applicability: Residential carports, constructed to the standards set forth herein, are allowed in the following zoning districts, subject to Board of Adjustment approval as a Special Exception: RE Residential Estate Dwelling District; R-1 Single Family Dwelling District; R-1-A Single Family Attached Dwelling District; R-2 Two Family Dwelling District; RM-2 Low Density Apartment District, RM-4 Mobile Home Park District; RM-6 Medium Density Apartment District; and R-3 Multi Family Dwelling District.~~
3. ~~General Provisions:~~
 - a. ~~Carports shall not be used for the outside storage of materials, equipment or goods or the parking and/or storage of inoperable vehicles.~~
 - b. ~~No more than one carport shall be permitted for each dwelling unit.~~
 - c. ~~A building permit shall be required prior to construction, and the structure shall comply with all applicable building, zoning and development codes except as provided herein.~~
 - d. ~~The carport shall not be enclosed.~~
 - e. ~~All carports shall be kept in good repair and safe and sanitary condition.~~
 - f. ~~All carports open on all sides existing as of the date of adoption of this section shall be grandfathered and considered a nonconforming use, subject to the restrictions concerning nonconforming uses as set forth in Section 419 of the Zoning Ordinance.~~
 - g. ~~The area of the carport, combined with all other structures on the lot, shall not exceed the maximum lot coverage established for the zoning district in which it is located.~~
4. ~~Carport Construction. Carports shall be constructed in compliance with the following:~~
 - a. ~~All carports shall be located over a paved hard surfaced drive. Provided however, a gravel driveway may be used to satisfy the requirement if the property owner can demonstrate that the gravel driveway existed in accordance with Section 431.7(f)(2) and was continually maintained.~~

- ~~b. Carports may be constructed past the front set back or applicable build line, as set forth in the applicable underlying Zoning District, only in conformance with the conditions herein as a Special Exception approved by the Board of Adjustment, except that no carport shall be constructed nearer than seven (7) feet to the front property line nor within any sight triangle or intersecting streets.~~
 - ~~c. The construction and maintenance of carports shall only be permitted on premises where a dwelling structure is also present and maintained.~~
 - ~~d. Carports shall use similar construction materials as the principal dwelling structure they serve and shall have compatible architectural style.~~
 - ~~e. Carports shall not be constructed of cloth or fabric of any kind. Tarps, canvas or similar materials shall not be used to enclose the carport. Metal roofed/covered carports shall not be permitted in the front yard except when the principal dwelling structure has a metal roof; in that case, an attached carport may utilize the same material as the principal structure.~~
 - ~~f. Poles, beams, or other devices supporting a carport structure shall not be exposed metal or galvanized material. All poles, beams or other supporting devices must be covered with materials aesthetically compatible to the principal dwelling structure.~~
 - ~~g. A carport shall occupy a minimum area of 180 square feet, up to a maximum area of 440 square feet, and shall have a minimum width of nine (9) feet.~~
 - ~~h. The structure must be designed to meet Building Codes and Local Amendments applicable at the time of construction.~~
 - ~~i. A carport shall not exceed a maximum height of fourteen (14) feet, or the height of the principal dwelling structure, whichever is less.~~
 - ~~j. Guttering shall be installed and maintained in a manner to prohibit any increase of water run off onto the adjacent property.~~
- ~~5. Carports on Corner Lots. Carports located on corner lots shall be permitted to extend within the minimum front yard setback or exterior side yard setback requirement upon approval by the Board of Adjustment subject to the following additional conditions:~~
- ~~a. The carport must comply with all regulations in Section 3 and 4.~~
 - ~~b. No part of the carport canopy or appurtenance may extend into the front yard setback more than seven feet and into the exterior side yard setback more than three feet.~~
 - ~~c. In no case shall the installation of the carport interfere with the existing sidewalks, sight triangle or fire hydrants.~~
 - ~~d. All carports which extend into the required front yard setback must abut the principal dwelling structure and shall be permanently open on all sides.~~

§ 4. That Section 441 of Chapter 22, the Zoning Ordinance, shall be amended to remove subparagraph (g), to read as follows:

* * *

7. Special Exceptions Defined and Enumerated. A special exception is defined as follows: "A special exception is a use that would not be appropriate generally or without restriction throughout the zoning district but which if controlled as to number, area, location, or relation to the neighborhood, would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity, or general welfare. Such uses may be permitted in such zoning districts as special exceptions if specific provision for such special exceptions is made hereafter."

The Board of Adjustment is hereby empowered and authorized to grant the following specific exceptions, to wit:

- (a) To permit the extension of a district where the boundary line of a district divides a lot in single ownership as shown of record;

*

- (f) To permit a mobile home to serve as a temporary second dwelling to relieve a medical hardship. The application must include a doctor's statement indicating that the patient is in need of the care of his or her family. The mobile home must meet all City of Norman Building Code requirements and State of Oklahoma requirements for septic systems. The Exception can be approved for up to 3 years on any lot that is five acres or greater in the A-2 zoning district. The Exception can be renewed every 3 years by filing an application for an administrative extension, including a new doctor's statement. Only two (2) administrative extensions may be granted. If a third extension is needed, a new application will be required for Board of Adjustment review. Once the need for the mobile home no longer exists, the mobile home must be removed.

- ~~(g) To allow the construction and maintenance of Residential Carports, as set forth in Article XII, Section 431.10. (O-1920-51)~~

* * *

§ 5. 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)



Date: December 8, 2022

To: Planning Commission

From: Jane Hudson, Director of Planning & Community Development

Subject: Carport Ordinance Amendments
Ordinance No. 2223-20

Summary Amending the approval requirements and design/material requirements for a residential carport structure and moving regulations from Chapter 22, Zoning Ordinance to Chapter 5, Building Construction.

Background Staff presented information regarding construction of residential carports to Council Committees and Council Study Session in May and October 2014, June 2018, and June 2019. Over the last few years, staff has researched several other communities and developed varying proposals regarding construction requirements and location of residential carports.

At the October 2014 meeting, the Committee discussed the proposed Ordinance language with a focus on whether the material compatibility should be included, as it could be costly for applicants. There was not a consensus on this issue and the Committee proposed that the Ordinance language should go forward to full Council at a future Study Session. City Council discussed the topic at a Study Session on December 2, 2014. There was no consensus on what the final language should be, the discussion did not proceed and there were no changes to the regulations, at that time.

Beginning again in 2018, Council gave direction to revisit the possible amendment options to the regulations regarding carports in residentially zoned districts. Council requested more information on this amendment and asked that the Community Planning and Transportation Committee (CPT) discuss this item at a future meeting. Staff brought the carport discussion back to Committee in June of 2018 and again in June of 2019.

In early 2020 staff presented possible ordinance amendments for carports, allowing a process to move forward with construction of carports. In July of 2020, amendments to Chapter 5, the Building Construction and Chapter 22, the Zoning Ordinance were adopted to allow for construction of carports based on the adopted regulations. Since the July 2020 amendments, Council and staff has received multiple complaints regarding the additional costs and procedure/steps required to obtain approval to construct a residential carport.

Due to the additional cost and time invested to get approval to construct a residential carport staff has developed the below proposed changes to the Carport Ordinance in Chapter 22 and suggests that the residential carport regulations be returned to Chapter 5 and removed from Chapter 22.

Proposed Regulations:

Sec. 5-403. - Carports: Construction.

1. Carport Defined: All structures, whether attached to an existing structure or freestanding, which are constructed for the purpose of providing a roof-type cover only, for the protection from the sun, rain, snow, sleet or hail for passenger vehicles.
2. Applicability: Carports are allowed in any zoning district so long as they are constructed to the standards set forth herein.
3. General Provisions:
 - a. Carports shall not be used for the outside storage of materials, equipment or goods or the parking and/or storage of inoperable vehicles.
 - b. In residential zoning districts no more than one carport shall be permitted per residential dwelling unit.
 - c. A building permit shall be required prior to construction, and the structure shall comply with all applicable building, zoning and development codes except as provided herein.
 - d. The carport shall be open on all sides except where attached to a structure.
 - e. All carports shall be kept in good repair and safe and sanitary condition.
 - f. All carports open on all sides, except where attached to a structure, existing as of the date of adoption of this section shall be considered a legal nonconforming use for purposes of the Zoning Ordinance, subject to the restrictions concerning nonconforming uses as set forth in Section 419 of the Zoning Ordinance.
 - g. The area of the carport, combined with all other structures on the lot, shall not exceed the maximum lot coverage established for the zoning district in which it is located.

4. Carport Construction. Carports shall be constructed in compliance with the following:

- a. All carports shall be located over a paved hard-surfaced drive. Provided however, a gravel driveway may be used to satisfy the requirement if the property owner can demonstrate that the gravel driveway existed in accordance with Section 431.7 2. (f)(2) and was continually maintained.
- b. Carports may be constructed past the front set back or applicable build line, as set forth in the applicable underlying Zoning District, except that no carport shall be constructed nearer than seven (7) feet to the front property line nor within any sight triangle or intersecting streets.
- c. Carports may be constructed within 1' of the side property line so long as the structure is open on the side adjacent to the property line.
- d. In residential zoning districts, the construction and maintenance of carports shall only be permitted on premises where a dwelling structure is also present and maintained.
- e. Carports shall not be constructed of cloth or fabric of any kind. Tarps, canvas or similar materials shall not be used to enclose the carport.
- f. The roofing material for the carport must be a minimum of twenty-nine (29) gauge metal.
- g. The structure must be designed to meet Building Codes and Local Amendments applicable at the time of construction.
- h. In residential zoning districts, a carport shall not exceed the height of the principal dwelling structure.
- i. Guttering shall be installed and maintained in a manner to prohibit any increase of water run-off onto the adjacent property.

5. Carports on Corner Lots. Carports located on corner lots shall be permitted as follows:

- a. The carport must comply with all regulations in Section 3 and 4.
- b. No part of the carport canopy or appurtenance may extend into the front yard setback more than seven feet and into the exterior side yard setback more than four feet.

- c. In no case shall the installation of the carport interfere with the existing sidewalks, sight triangle or fire hydrants.
- d. All carports which extend into the required front yard setback must abut the principal dwelling structure and shall be permanently open on all sides.

Proposal is to remove the requirement for carport requests to appear before Board of Adjustment as a Special Exceptions.

In Chapter 5, we will be adding the below definition.

Sec. 5-401. - Definitions.

The following words and phrases when used in this article shall, for the purpose of this article, have the meaning respectively ascribed to them in this section except where the context otherwise requires:

(1)Carport: Any structure having a roof and roof supports, but no sidewalls, and is intended for use solely as a shelter for motor vehicles.

Replace the above definition with the same definition from above for this section – see below new definition.

1. Carport Defined: All structures, whether attached to an existing structure or freestanding, which are constructed for the purpose of providing a roof-type cover only, for the protection from the sun, rain, snow, sleet or hail of passenger vehicles.

Conclusion: Staff presents Ordinance No. 2223-20 for consideration by the Planning Commission and recommendation to City Council.



CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069

Thursday, December 08, 2022 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of December, 2022.

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 6:30 p.m.

ROLL CALL

PRESENT

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

ABSENT

Liz McKown
Douglas McClure

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning & Community Development
Lora Hoggatt, Planning Services Manager
Beth Muckala, Assistant City Attorney
Todd McLellan, Development Engineer
Jami Short, Traffic Engineer
Bryce Holland, Multimedia Specialist
Rone' Tromble, Recording Secretary

Chair Bird thanked Shaun Axton for his time on the Planning Commission, and welcomed Maria Kindel to the Commission.

Ordinance Amendments

6. Consideration of Approval, Rejection, Amendment, and/or Postponement of Ordinance No. O-2223-20: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 5-401 (1) CARPORT DEFINITION, AMENDING SECTION 5-403 OF ARTICLE IV OF CHAPTER 5 ("BUILDING CONSTRUCTION") TO ADD REGULATIONS FOR CONSTRUCTION OF CARPORTS, AND DELETING SECTION 22-431.10 ("RESIDENTIAL CARPORTS") IN CHAPTER 22 ("ZONING ORDINANCE"); AND AMENDING SECTION 22-441 ("BOARD OF ADJUSTMENT") TO CHAPTER 22 ("ZONING ORDINANCE") TO REMOVE THE SPECIAL EXCEPTION REQUIREMENT FOR CARPORTS IN CHAPTER 22 ("ZONING ORDINANCE"); OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH NEW CARPORT STANDARDS IN ARTICLE IV OF CHAPTER 5; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. Annotated Ordinance No. O-2223-20

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

Mr. Jablonski asked why there must be a dwelling structure. Ms. Hudson responded.

Ms. Bird commented that some additions also have covenants, conditions and restrictions that would not allow a carport; that is different from City rules.

Mr. Griffith asked about a restriction that the carport could not extend into the right-of-way. Ms. Hudson responded they are required to be a minimum of 7' from the front property line.

Ms. Kindel asked about converting existing garages to living space and adding a carport, and gravel driveways. Ms. Hudson responded.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Motion made by Griffith to recommend adoption of O-2223-20 to City Council; seconded by Parker.

Voting Yea: Brewer, Parker, McDaniel, Bird, Griffith, Kindel, Jablonski

The motion to recommend adoption of O-2223-20 to City Council passed by a unanimous vote of 7-0.

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-109: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CS HOLDING, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$525,000 FOR THE PURCHASE OF 4.85 ACRES LOCATED AT THE NORTHEAST CORNER OF OAKHURST AVENUE AND IMHOFF ROAD TO BE USED FOR AFFORDABLE HOUSING.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/10/2023

REQUESTER: Lisa Krieg, CDBG/Grants Manager

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-109: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CS HOLDING, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$525,000 FOR THE PURCHASE OF 4.85 ACRES LOCATED AT THE NORTHEAST CORNER OF OAKHURST AVENUE AND IMHOFF ROAD TO BE USED FOR AFFORDABLE HOUSING.

BACKGROUND:

On March 11, 2021, the United States Federal Government enacted the \$1,900,000,000,000 American Rescue Plan Act of 2021 (ARPA), "to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic and the ongoing economic recession". Specific funding of approximately \$350,000,000,000 was made available in the ARP Act to state, county and city governments and tribal nations in the "Coronavirus State and Local Fiscal Recovery Fund" (SLFRF). As a Community Development Block Grant entitlement city, The City of Norman has received \$22,245,542 in ARPA funding in two payments; \$11,122,771 on May 19, 2021 and \$11,122,771 on June 6, 2022.

The City of Norman is in a very unique position to utilize a portion of the funding received from the ARPA to address the shortage of affordable housing within our community. The provision of affordable housing is specifically mentioned in the U.S. Department of Treasury's Final Guidelines as an acceptable use of ARPA funds. To maximize the \$6,400,000 (6.4 million dollars) that the City Council has programmed for this purpose requires strategic partnerships and positioning to compete for a potential award of Low Income Housing Tax Credit funding to match the City's ARPA entitlement funding.

The Low-Income Housing Tax Credit (LIHTC) Program subsidizes the acquisition, construction, and rehabilitation of affordable rental housing for low- and moderate-income tenants. The LIHTC was enacted as part of the 1986 Tax Reform Act and has been modified numerous times. Since the mid-1990s, the LIHTC program has supported the construction or rehabilitation of about 110,000 affordable rental units each year, nation-wide. Private developers access the tax credit funding to lower the cost of constructing affordable housing facilities.

DISCUSSION:

The subject property was brought to City staff's attention as a potential site for an affordable housing project. At the December 6, 2022 Study Session, Council directed staff to begin negotiating a Purchase and Sale Agreement (PSA) for the subject property. The PSA includes 180 days for due diligence inspection, with an option to extend that period for an additional 30 days upon request. The negotiated purchase price for the property is \$525,000, with a required \$5,000 earnest money deposit to be applied to the purchase price if the sale is completed.

The proposed site, located at the northeast corner of Oakhurst and Imhoff consists of approximately 4.85 acres. In anticipation of an application for LIHTC to be submitted to the State of Oklahoma, the City of Norman has engaged DeBruler, Inc. to assist staff on the structuring of a potential LIHTC application at this site, and identification of potential private development partners. Preliminary review by DeBruler indicates that this specific site exceeds all the scoring criteria for a potential submittal.

If the award of LIHTC is not successful, the City of Norman has other opportunities for development of this site by partnering with the Norman Affordable Housing Corporation, Inc. and/or Norman Community Housing Development Organization, Inc. to develop affordable housing utilizing the City's HOME Investment Partnership entitlement funding.

The negotiated earnest money deposit and the purchase price are believed to be reasonable. Funds for the purchase are available in the Special Grants Fund, ARPA, Land (Account 22330303-46001; Project BG0090), which has been earmarked for affordable housing.

RECOMMENDATION:

Staff recommends approval of the Purchase and Sale Agreement (Contract K-2223-109).

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2023, by and between CS HOLDING, LLC, an Oklahoma limited liability company (the “Seller”) and the CITY OF NORMAN, OKLAHOMA, an Oklahoma municipal corporation (the “Buyer”), but the enforceability is subject to a condition in Recital C below (and if the condition is not satisfied on or before March 1, 2023 this Agreement will automatically terminate).

RECITALS:

A. Seller owns certain undeveloped real property described in Exhibit A hereto, which is referred to in this instrument as the “Property”.

B. Seller desires to sell and Buyer desires to purchase the Property in accordance with the terms, conditions and provisions of this Agreement.

C. Condition Precedent: This Agreement shall not be effective or binding on Buyer until such time as this Agreement is duly adopted by the Council of the City of Norman and becomes effective, the “Effective Date”. Upon the Effective Date, this Agreement shall be binding on Buyer and Seller in accordance with its terms.

In consideration of the foregoing, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, in accordance with the terms and provisions of this Agreement.

2. Purchase Price. The purchase price for the Property shall be \$525,000 (the “Purchase Price”). Within three (3) business days after the full execution of this Agreement, Buyer will deposit \$5,000 (the “Earnest Money”) with Chicago Title Oklahoma – Attn: Dawn Brooks (the “Title Agent”). The balance of the Purchase Price shall be paid by Buyer to Seller in cash at Closing (as hereafter defined). If an uncured default by Buyer occurs, the Earnest Money will be paid to Seller as liquidated damages as set forth herein. In the event this Agreement is terminated and no Closing occurs due to an uncured default by Seller or at Buyer’s election in accordance with Section 3 or Section 5 below, or the condition precedent in Recital C above is not satisfied, the Earnest Money will be returned to Buyer.

3. Inspections. Buyer shall have one hundred eighty (180) days from the Effective Date hereof to conduct inspections of the Property to the extent Buyer deems necessary. Seller will give Buyer and its agents full access to the Property (and to all historical books and records relating to the Property, as applicable) to allow Buyer to complete its desired inspections. Seller also confirms that the representations and warranties in Exhibit B attached hereto are true and correct as of the date of this Agreement. Buyer shall have the right to terminate this Agreement without further liability (and have the Earnest Money refunded) in the event that Buyer is not satisfied with

the results of its inspections and gives Seller written notice of termination prior to end of the 180 day inspection period.

Buyer will have the right and option to extend the inspection period by 30 days by giving written notice of extension prior to the end of the initial 180 day inspection period and providing evidence that adverse environmental conditions have been identified on the Property.

4. Title Insurance. Seller will circulate a commitment for an owner's policy of title insurance issued by Title Agent covering the Property, updated and certified through the date of delivery to Buyer. Seller will furnish said commitment within thirty (30) days of the Effective Date. Seller agrees to cause any existing mortgage liens or other encumbrances against the Property to be fully released at Closing. Seller represents and warrants that it has not created any leases with respect to the Property that remain in effect. If the title commitment shows any other third party rights or issues that Buyer is not comfortable with, the parties will work together in good faith to resolve them as set forth in Section 5 below.

5. Objections to Title. Buyer shall have the opportunity to review the updated title commitment (and any survey Buyer elects to obtain), and shall give written notice of any objections to Seller within the first ninety (90) days of the inspection period referenced in Section 3 above. If no such notice is given by Buyer, Buyer will be deemed to have accepted and approved the state of title. If notice of objection is given by Buyer, Seller shall use commercially reasonable efforts to cure the objections promptly after Seller's receipt thereof. In the event that Seller cannot cure such title objections and notifies Buyer in writing thereof, Buyer shall have 10 days thereafter to (a) waive such objections and proceed with closing, or (b) terminate this Agreement, in which event the Earnest Money will be promptly refunded to the Buyer. If no such notice is given by Buyer, Buyer will be deemed to have elected to proceed with closing.

6. Closing. The consummation of this sale (the "Closing") shall take place at the offices of the Title Agent on a date selected by Buyer within thirty (30) days after the end of the inspection period referenced in Section 3 above (the "Closing Date"), or on such other date or at such other location as the parties may hereafter mutually agree. Buyer's obligation to close is subject to the satisfaction of the following conditions on the date of Closing (subject to Buyer's election to waive any such conditions): (a) the full performance by Seller under the terms of this Agreement; (b) the issuance of the Title Policy at Closing in the form approved by Buyer during the initial 90 days of the inspection period; (c) no material adverse change occurs with respect to the Property prior to the date of Closing in connection with any condemnation or casualty event; and (d) Buyer's ability to obtain final plat approvals or obtain financing, provided such conditions will be deemed satisfied in the event Buyer does not elect to terminate under Section 3 above.

7. Closing Documents. The following transactions shall take place at (or in connection with) Closing:

(a) Deed. A Special Warranty Deed covering the Property shall be properly executed and delivered by Seller to Buyer.

(b) Closing Statement. The parties will execute an appropriate closing statement, and Buyer shall pay to Seller the Purchase Price in accordance with Section 2 of this Agreement.

(c) Final Inspection. Buyer will complete its final inspections as contemplated by Section 3 above, in order to confirm that the condition of the Property as of the date of Closing has not changed and remains acceptable to the Buyer.

(d) Expenses. On the final closing statement, Seller pay the costs associated with an updated title insurance commitment, the Title Policy and the documentary stamp taxes, and Buyer will pay all other costs incurred by it hereunder, including inspection fees, survey costs and closing fees owed to the Title Agent in order to complete the sale.

(e) Adjustments and Prorations. All ad valorem taxes for 2023 for the period which includes the Closing Date shall be prorated through the Closing Date based on the latest available information. Any owner association dues or other charges associated with the Property, if any, will also be prorated.

8. Default. If the sale of the Property is not consummated due to Buyer's default, then Seller may, as its sole remedy for such default, terminate this Agreement and receive the Earnest Money as liquidated damages as final and exclusive liquidated damages and not as a penalty, and Buyer shall have no further liability hereunder. If the sale of the Property is not consummated due to Seller's default, Buyer may seek specific performance of this Agreement or terminate this Agreement and recover the Earnest Money and its out-of-pocket costs from Seller.

9. Notices. Any notice pursuant to this Agreement shall be given in writing by a party or its legal representative by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) electronic mail or other electronic means sent to the intended addressee at the address set forth below:

If to Buyer: Darrel Pyle, City Manager
201 West Gray
Norman, OK 73070
Phone: 405-366-5402
city_manager@normanok.gov

With a copy to: Kathryn Walker, City Attorney
City of Norman, Oklahoma
201 West Gray
Norman, OK 73070

Phone: 405-217-7700
City_Attorney@normanok.gov

If to Seller: CS Holding, LLC
 Attn: Gary D. Brooks
 120 N Robinson Ave, Ste 430
 Oklahoma City, OK 73102
 Email: gary@cornerstonedelivers.com

10. Brokers. Seller will pay all commissions owed to Jim McCall Real Estate in connection with a Closing under this Agreement, not to exceed 6% of the purchase price. Each party represents that no other broker was employed or otherwise engaged by it in any manner in connection with this transaction, and each party indemnifies and holds the other harmless against all losses, costs, damages or expenses, including attorneys' fees, incurred by the indemnified party in any action based on the employment by the indemnifying party of any other broker, finder or other intermediary in connection with the transactions contemplated hereby. This provision shall survive any Closing hereunder.

11. Insurance. Until the date of Closing, Seller agrees to maintain the existing policies and coverages of insurance in the current amounts for the Property, the risk of loss being expressly on Seller for any damage or loss to the Property until the Closing.

12. Entire Agreement. This Agreement, the items incorporated herein and any addendum attached hereto or incorporated herein contain all the agreements of the parties hereto with respect to the matters contained herein; and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized officers or representatives of each of the parties hereto. The representations and warranties contained herein will not survive final Closing; rather, from and after closing the Seller will have no further duties, obligations or liabilities except as specifically set forth in any documents executed and delivered by Seller at final closing.

13. Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma applicable to contracts made and performed therein.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document. The electronic signatures of the parties shall be deemed to constitute original signatures, and email copies hereof shall be deemed to constitute duplicate original counterparts.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

“SELLER”

CS HOLDING, LLC

By: _____


Gary D. Brooks, Manager

“BUYER”

CITY OF NORMAN, OKLAHOMA

By: _____

Name: Larry Heikkila

Title: Mayor

ATTEST:

By: _____

Name: Brenda Hall

Title: City Clerk

Approved as to Legality and Form this ____ day of ____, 2023:

By: _____

Office of the City Attorney

SIGNATURE PAGE
TO
REAL ESTATE PURCHASE AGREEMENT

EXHIBIT A

Account #: 154565 / Parcel ID: NC29 8 2W 4046

0 E IMHOFF RD**CURRENT** CS HOLDING, LLC120 N ROBINSON AVE, STE 430
OKLAHOMA CITY OK 73102

No Photo Available

**Key Information**

Tax Year	2022		
Land Size	4.8500	Land Units	AC
Class	Vacant, Rura	School District	NORMAN CITY 29
Section	4	Township	8
Range	2W	Neighborhood	T8N R2W
Legal Description	4-8-2W 4.85AC PRT SE/4 BEG 1321.76`E SW/C SE/4 N 01D W50` N 45D W33.84` N402.54` S 90D E676.69` S 01D E463.08` S 88D W660.65` POB LESS E220`		
Mailing Address	CS HOLDING, LLC, 120 N ROBINSON AVE, STE 430, OKLAHOMA CITY, 73102, 73102		

EXHIBIT B

1. The execution, delivery, and performance of this Agreement by Seller have been duly and validly authorized by all necessary action on the part of Seller, and all required consents and approvals from third parties have been duly obtained.
2. This Agreement is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. There is no agreement to which Seller is a party or, to Seller's knowledge, that is binding on Seller that is in conflict with this Agreement.
3. Seller has not granted any rights or options to purchase, lease or occupy the Property to any other party that would be inconsistent with the Buyer's rights under this Agreement.
4. Seller has no knowledge of any litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation of any kind pending or threatened against or involving the Property or any part thereof.
5. Seller has not received any written notice that the Property is presently in violation of any environmental or other laws. Seller is not aware of any pending zoning or other regulatory proceeding affecting the Property or adjacent properties (and agrees to cooperate with Buyer in connection with any pre-closing regulatory requests associated with the Buyer's development plan for the Property).
6. Seller has received no notice of any pending or threatened condemnation or similar proceeding affecting the Property, or any part thereof.