

# CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, July 23, 2024 at 6:30 PM

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## AGENDA

### AMENDED

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

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

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

### **CALL TO ORDER**

### **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

### **AWARDS AND PRESENTATIONS**

1. PRESENTATION TO OFFICER JENNY BRYAN FROM THE FARZENAH FAMILY FOUNDATION AND THE CHICKASAW NATION.

### **COUNCIL ANNOUNCEMENTS**



## CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 2 through Item 19 be placed on the consent docket.

## APPROVAL OF MINUTES

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

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF NOVEMBER 17, 2022

### Reports/Communications

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JUNE, 2024.
4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2024, AND DIRECTING THE FILING THEREOF.

### Bids

5. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2425-8 SUBMITTED BY CARGILL, INC., IN THE AMOUNT OF \$274.21 PER TON FOR THE PURCHASE OF SOLAR SALT FOR THE WATER TREATMENT FACILITY.

### Donation

6. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$2,600 FOR THE PURCHASE OF SUCTION UNITS **FROM** THE Cleveland County Public Safety Sales Tax Committee (CCPSST) TO BE USED BY THE NORMAN FIRE DEPARTMENT AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
7. CONSIDERATION OF ACCEPTANCE AND APPROPRIATION OF A DONATION IN THE AMOUNT OF \$500 FROM THE J.M. WILLIAMS REVOCABLE TRUST TO THE NORMAN FIRE DEPARTMENT



## **Contracts**

8. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2223-153: BY AND BETWEEN THE CITY OF NORMAN AND ARROYO'S CONCRETE LLC DECREASING THE CONTRACT AMOUNT BY \$45,543.79 FOR A REVISED AMOUNT OF \$362,558.71 AND THE FINAL ACCEPTANCE OF THE CONTRACT AND FINAL PAYMENT OF \$18,128.05, FOR THE MILLER AVENUE CURB AND GUTTER MAINTENANCE PROJECT.
9. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-2 AND CONTRACT K-2425-1 AND CHANGE ORDER ONE: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., IN THE AMOUNT OF \$532,590.62 FOR THE FYE 2025 SIDEWALK CONCRETE PROJECTS, PERFORMANCE BOND B-2425-1; STATUTORY BOND B-2425-2; MAINTENANCE BOND MB-2425-1, AND RESOLUTION R-2425-1 GRANTING TAX-EXEMPT STATUS
10. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$10,000 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY TO BE USED TO HOLD TWO ELECTRONICS WASTE EVENTS IN FYE 2025 AND APPROVAL OF CONTRACT K-2425-9, AS OUTLINED IN THE STAFF REPORT.
11. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$4,000 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY TO BE USED TO PURCHASE EQUIPMENT FOR THE HOUSEHOLD HAZARDOUS WASTE FACILITY AND APPROVAL OF CONTRACT K-2425-10 AS OUTLINED IN THE STAFF REPORT.
12. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A GRANT FROM THE STATE OF OKLAHOMA BY AND THROUGH THE OFFICE OF THE ATTORNEY GENERAL AND THE OKLAHOMA OPIOID ABATEMENT BOARD (OAB) FOR THE POLITICAL SUBDIVISIONS OPIOID ABATEMENT GRANT IN THE AMOUNT OF \$190,000 TO BE USED FOR AN APPROVED OPIOID ABATEMENT PROJECT IN THE CITY OF NORMAN; AND APPROVAL OF CONTRACT K-2425-21 BY AND BETWEEN THE STATE OF OKLAHOMA AND THE CITY OF NORMAN FOR THE OPIOID ABATEMENT GRANT AWARD; APPROVED PROJECT AND BUDGET APPROPRIATION.



13. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-22: BY AND BETWEEN THE CITY OF NORMAN AND THE VIRTUE CENTER FOR A TOTAL OF \$190,000 TO IMPLEMENT THE APPROVED POLITICAL SUBDIVISIONS OPIOID ABATEMENT GRANT PROJECT WHICH CONSISTS OF A FREE EDUCATION AND AWARENESS PROGRAM, EXPANDING OUTPATIENT TREATMENT SERVICES FOR ADOLESCENTS AND ADULTS ADDICTED TO OPIATES, AND PROVIDING TRAINING FOR THERAPISTS IN EVIDENCE-BASED TREATMENT MODALITIES.
14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-23: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE ALTERNATIVE DISPUTE RESOLUTION SYSTEM OF THE STATE OF OKLAHOMA FOR CERTIFYING NORMAN'S DISPUTE MEDIATION PROGRAM BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025.
15. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-25: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY, DEL CITY MUNICIPAL SERVICES AUTHORITY, AND THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT FOR THE PURCHASE OF UNUSED LAKE THUNDERBIRD WATER ALLOCATION AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT..
16. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-31: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FELICIA RISH AND ANDREA MONTGOMERY, JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, IN THE AMOUNT OF \$65,198 FOR THE PURCHASE OF REAL ESTATE LOCATED AT 214 SOUTH LAHOMA AVENUE AND BUDGET TRANSFERS TO COVER VARIOUS CLOSING, DUE DILIGENCE AND DEMOLITION COSTS AS OUTLINED IN THE STAFF REPORT.

### **Resolutions**

17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-11: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE MUNICIPAL AUTHORITY, AUTHORIZING AND APPOINTING CROSSLAND CONSTRUCTION, INC., AS PROJECT AGENT FOR THE REPLACEMENT OF THE GENERATOR FOR BUILDING 201 ASSOCIATED WITH IMPROVEMENTS FOR THE MUNICIPAL COMPLEX RENOVATION PROJECT FOR THE CITY OF NORMAN.
18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-12: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING ACOG TAP FUNDING FOR TRANSPORTATION ALTERNATIVES FOR THE PEDESTRIAN CROSSING SYSTEMS ON 36<sup>TH</sup> AVENUE NW AND ON 24<sup>TH</sup> AVENUE NE.



19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-13: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING ACOG TAP FUNDING FOR A PEDESTRIAN HYBRID BEACON SIGNAL ON 36<sup>TH</sup> AVENUE NW AT RUBY GRANT PARK.

## **NON-CONSENT ITEMS**

### **Second Reading Ordinance**

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-54 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT"), 36-516 ("R-2, TWO-FAMILY DWELLING DISTRICT"), AND 36-520 ("R-3, MULTIFAMILY DWELLING DISTRICT"), ALL IN CHAPTER 36 ("ZONING") OF THE CODE OF THE CITY OF NORMAN TO PERMIT R-1 USES FOR UNDERSIZED LOTS WHERE SUBDIVISION EXISTED AT ZONING ORDINANCE ADOPTION OR OCCURRED IN CONFORMITY WITH SECTION 30-605 OF THE NORMAN MUNICIPAL CODE AND ALL BOUNDARY LINES OF THE SUBJECT LOT TOUCH LANDS UNDER OTHER OWNERSHIP; AND PROVIDING FOR THE SEVERABILITY THEREOF.

## **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.*

## **COUNCIL DISCUSSION ITEM**

21. DISCUSSION REGARDING A POSSIBLE LOCATION FOR THE HOMELESS SHELTER AND CLOSURE OF THE GRAY STREET LOCATION.

## **ADJOURNMENT**



**File Attachments for Item:**

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

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF NOVEMBER 17, 2022





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/23/2024

**REQUESTER:** Brenda Hall, City Clerk

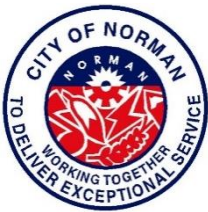
**PRESENTER:** Brenda Hall, City Clerk

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

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF NOVEMBER 17, 2022

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**CITY OF NORMAN, OK**  
**CITY COUNCIL FINANCE COMMITTEE MEETING**  
Municipal Building, Executive Conference Room, 201 West Gray, Norman,  
OK 73069  
Thursday, November 17, 2022 at 4:00 PM

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## MINUTES

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

### CALL TO ORDER

#### PRESENT

Mayor Larry Heikkila

#### ABSENT

Councilmember Ward 6 Elizabeth Foreman

#### OTHER

Councilmember Stephen Holman

Councilmember Helen Grant

Councilmember Lauren Schueler

Michele Loudonback, Environmental & Sustainability Mgr.

Wade Thompson, Facility Maintenance Mgr.

Kim Coffman, Budget Manager

Tim Powers, Director of Information Technology

Heather Poole, Assistant City Attorney

Jacob Huckabaa, Budget Technician

Anthony Francisco, Director of Finance

Brenda Hall, City Clerk

Sean O'Leary, Director of Public Works

Clint Mercer, Chief Accountant

Kirsti Houston, Forvis Senior Auditor

Joel Hasser, Forvis Partner

Chris Mattingly, Director of Utilities

Darrel Pyle, City Manager

Jane Hudson, Director of planning & Community Development

Dawn James, Director of Human Resources

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



**1. DISCUSSION REGARDING THE FYE 2022 PRELIMINARY AUDIT.**

City of Norman financial statements were presented to Forvis auditors in September. Forvis has been completing their field work and present today with an unbound version of their final audit. Forvis Senior Auditor Kirsti Houston stated that there were, "no significant issues to address" in the audit. The only thing new from previous years is the introduction of the GASB 87 standard that was adopted. This standard is related to leases and requires that lease assets and lease liabilities be reported. "It's more of a transparency thing and it just affects your balance sheet. Lease liabilities have to be included in total indebtedness or your debt covenants. If a debt covenant is broken, that can be pretty impactful," Houston said.

Chief Accountant Clint Mercer informed the Committee that the City is getting "tight" on the covenant for the Water Fund. Anthony Francisco added, "Investors in our outstanding Utility Revenue Bonds have a contract, have a covenant that we will have sufficient revenues to repay the debt with at least 1.5 times more than what we need to repay their debt." Francisco continued, "We've talked many times about the Water Fund and the need for that water rate increase. We're getting really tight on that. Just know that it means we are either going to have to drastically cut back on our capital schedule in the utilities area or we really need that rate increase. There are some other ramifications that the auditors are pointing out."

December 20, 2022 the City will host a study session to discuss the Water Fund. According to Director of Utilities Chris Mattingly, the City is looking at a water rate increase vote sometime in 2023.

The final and bound audit document will be presented to Council for consideration and adoption at the December 15, 2022 meeting. A single audit report will follow that will reflect a compliance audit of City grants.

**2. DISCUSSION REGARDING FUNDING TO ADDRESS DEPARTMENTAL STAFFING LEVELS.**

Anthony Francisco led the discussion. He stated that when benchmarking the City of Norman government against other Big 12 city and South Eastern Conference (SEC) city governments, "the findings are remarkably similar," except for the revenue sources and staffing. The findings indicate that Norman is an understaffed operation with sixty-five percent of the City's General Fund revenue coming from sales and use tax. "In most other states, there's a lot more money being shared from the state government to the local government than there is in Oklahoma," Francisco said. "Our General Fund operation is operating with its hands tied behind its back. We should take pride in that, but understand, it's not a level playing field." Francisco emphasized the need for better enforcement of sales and use tax collection.

Francisco provided an overview of on-going expenditures along with the requested staffing positions for Fiscal Year 2023.



3. DISCUSSION REGARDING AN ORDINANCE EMPOWERING THE CITY MANAGER TO SET THE PRICE FOR THE USE OF CITY OWNED CHARGING STATIONS BY OTHER GOVERNMENTAL ENTITIES AND THE GENERAL PUBLIC.

Item 2.

Michele Loudenback led the discussion. She suggested that changes to the vehicle charging station ordinance include the following: designation of reserved parking spaces; descriptions of allowed activity in parking spaces; definitions of terms such as charging station, electric, non-electric, and hybrid vehicles; authorization for the City Manager to set pricing to account for volatility; and the addressing of violations and penalties in Chapter 14 and 20, respectively. It was determined that these changes will be presented to Council for a vote.

4. DISCUSSION REGARDING THE MONTHLY REVENUE AND EXPENDITURES REPORTS.

Mayor Heikkila encouraged the Committee to look in their budget books at the projections for the Water Fund because the figures help build the case for a water rate increase. "We're ok now; but next year, we start into the negative numbers," Heikkila said.

**ADJOURNMENT**

Mayor Heikkila adjourned the meeting at approximately 5:20 PM.

ATTEST:

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

\_\_\_\_\_  
Mayor



**File Attachments for Item:**

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





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 7/23/2024

**REQUESTER:** Stacey Parker, Executive Assistant

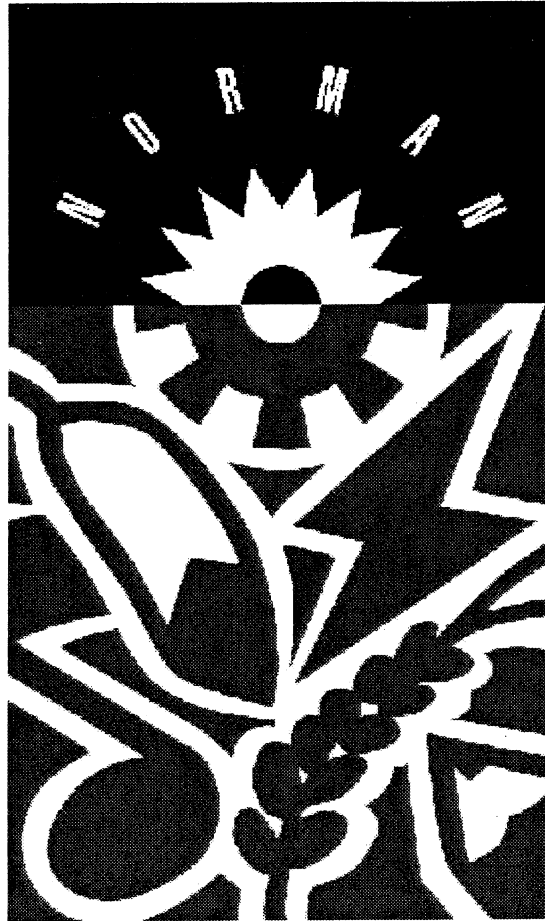
**PRESENTER:** Stacey Parker, Executive Assistant

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

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# City of Norman



## Monthly Departmental Report

June 2024



## MONTHLY PROGRESS



**TABLE OF CONTENTS**  
**MONTHLY PROGRESS REPORTS**

*Item 3.*

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



**CITY CLERK            1**



**CITY CLERK****MONTHLY PROGRESS REPORT****June 2024**

<b>ACTION CENTER</b>				
<b>DEPARTMENT</b>	<b>CALLS</b>	<b>CALLS YTD</b>	<b>ADDITIONAL CONTACTS</b>	<b>ADDITIONAL CONTACTS YTD</b>
Animal Welfare	17	170	0	18
Bus Service	0	1	0	0
CDBG	1	3	0	2
City Clerk	54	676	0	17
City Manager/Mayor	6	34	0	12
City Wide Garage Sale	26	26	0	0
Code Enforcement	62	627	4	27
Finance	2	36	0	0
Fire/Civil Defense	2	19	1	6
Human Resources	8	118	0	6
I.T.	1	33	0	0
Legal	5	54	0	5
Line Maintenance	13	287	0	10
Municipal Court	1	45	0	3
Noise Complaint	0	0	0	0
Norman Forward Questions	0	0	0	0
Outreach	2	32	2	6
Parks & Recreation	0	281	01	12
Permits/Inspections	45	594	1	7
Planning	23	194	0	6
Police/Parking	49	985	8	32
Public Works	17	166	3	11
Recycling	2	4	0	1
Sanitation	40	586	0	20
Sidewalks	0	0	0	1
Storm Debris	0	0	0	17
Storm Water	7	97	2	20
Streets	40	351	0	26
Streets Lights	0	81	0	24
Traffic	14	208	1	12
Utilities	38	593	0	11
WC Questions	0	0	0	0
WC Violations	0	0	0	0
<b>June Total:</b>	<b>475</b>	<b>6301</b>	<b>23</b>	<b>312</b>



**LICENSES**

Fourteen New licenses and Zero Renewals were issued during the month of June. 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	6	Retail Beer	0	76
Brewer	0	6	Retail Spirits Store	4	11
Coin-Operated Devices	3	627	Retail Wine	0	42
Distiller	0	0	Salvage Yard	0	1
Food	19	506	Sidewalk Dining	0	12
Game Machines	0	83	Solicitor/Peddler (30 day)	2	15
Impoundment Yard	0	2	Solicitor/Peddler (60 day)	0	5
Kennel	1	22	Solicitor/Peddler (one day)	0	0
Medical Marijuana Dispensary	8	39	Special Event	0	7
Medical Marijuana Grower	3	18	Strong Beer & Wine/Winemaker	1	25
Medical Marijuana Processor	2	16	Taxi/Motorbus/Limousine	0	0
Medical Marijuana Testing Laboratory	0	1		0	0
Mixed Beverage	0	61	Temp Food (one day)	0	0
Mixed Beverage/Caterer	1	55	Temp Food (30 day)	1	1
Pawnbroker	0	4	Temp Food (180 day)	4	4
Pedicab	0	0	Transient Amusement	0	0
<b>YTD License Total:</b>	<b>37</b>	<b>1409</b>		<b>12</b>	<b>254</b>

**NEW ESTABLISHMENT LICENSES**

NAME	ADDRESS	LICENSE TYPE(S)
The One LLC dba Lone Star Labs	782 Research Park Blvd	Medical Marijuana Processor
In The Weeds LLC	2315 E Lindsey	Medical Marijuana Processor
In The Weeds LLC	2315 E Lindsey	Medical Marijuana Dispensary
Budeaze	1401 Atalon Drive	Medical Marijuana Dispensary
Lea Holdcraft Boarding	1700 72nd Ave SE	Kennel (Commercial)
Queen of Terps LLC	5300 Winding Oaks Ln	Medical Marijuana Grower
Surf Car Wash	1319 Skyler Way	Coin Operated Vending

**SOLICITOR/PEDDLER LICENSE**

60 DAY	30 DAY	1 DAY
	Sooner Bloomers	
	Moxie Pest Control	

**TEMPORARY FOOD PERMITS**

180 DAY	30 DAY	1 DAY
Super Taco Loco		
Taqueria El Mexicano #2		
Taqueria La Chiva LLC		
Jack's Ice Cream		
	Willie Mae's Soul Food & More	



### **CLAIMS FILED**

<b>DATE FILED</b>	<b>NAME</b>	<b>JUSTIFICATION</b>	<b>AMOUNT</b>
06/06/2024	Mark & Terri Campbell	Claimant alleges, on February 23, 2024, a section of the street at or around 1024 Fay Avenue was cut-out and left unmarked. Claimant alleges they hit the section of road, flattening both passenger side tires.	\$ 346.73
06/13/2024	Kayla Castro	Claimant alleges, on October 23, 2023, she was involved in a car collision when the driver of a City of Norman garbage truck failed to stop at a turning red light, pushing her vehicle into the one in front of her and damaging her vehicle and injuring her.	\$ 13,760.66
06/21/2024	Benjamin F. Erbar	Claimant alleges, on June 11, 2024, he was instructed to drop his tools where he stood and stand by the wall. Claimant alleges that his tools were gone when Police Officer Worthley was done with him.	\$ 510.00

### **SPECIAL SESSION**

On June 4, 2024, City Council met in a Special Meeting to consider the FYE 2025 City of Norman proposed Operating and Capital Budgets and the Norman Convention and Visitors Bureau, Inc. and FYE 2025 Budget with detailed annual plan of work.

On June 11, 2024, City Council met in a Special Meeting to discuss The Griffin Visioning Master Plan and consideration to adjourn into an executive session as authorized by Oklahoma Statutes, Title 25 §307 (B) (4) to discuss pending litigation in the case of Smith vs. The City of Norman, Cleveland County District Court Case CIV-22-1002-JD (WDOK 2022).

On June 25, City Council met in a Special Meeting to consider adjourning into an executive session as authorized by Oklahoma Statutes, Title 25 §307 (B) (1) in order to evaluate the City Manager as required by Section 5 of Contract K-1819-146.

### **FINANCE COMMITTEE**

On June 20, 2024, the Finance Committee met and discussed shopping carts, monthly revenue and expenditure reports and internal audit programs update.

### **BUSINESS AND COMMUNITY AFFAIRS COMMITTEE**

On June 6, 2024, the Business and Community Affairs Committee met and discussed potential changes to the Zoning uses allowed as Home Occupations and to report on Special Events attendance and visitors.



### **COMMUNITY PLANNING & TRANSPORTATION COMMITTEE**

On June 27, 2024, the Community Planning and Transportation Committee met and was presented with the Public Transit Report, including minor route changes and a Capital Projects update.

### **OVERSIGHT COMMITTEE**

On June 13, 2024, the Oversight Committee met and was given an Emergency Shelter update, a presentation from the Cleveland County Health Department regarding the Harm Reduction Program and discussed the expansion of the Central Norman Zoning Overlay District.



## **CITY MANAGER                      2**

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



## FINANCE 3



CITY OF NORMAN

Department of Finance  
Monthly Report – June 2024

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

Treasury Division:

In the month of June, the Treasury Division processed 40,547 payments in person and over the phone, a decrease of -2% from last month. Paymentus (the City's 3<sup>rd</sup> party processor of online and automated telephone payments) processed 15,037 payments in June, an increase of 5% from last month.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are below target for the month of June by -0.6%. Revenues from the City's largest single source of revenue, sales tax, are above target by 0.04% for the year to date and -0.2% below last fiscal year. Following is a summary table regarding General Fund revenues and expenditures to-date.

	FYE 24 Budget To Date	FYE 24 Actual To Date	FYE 23 Actual To Date	FYE 22 Actual To Date
Sales Tax Revenue	\$55,179,654	\$55,199,598	\$55,332,694	\$54,948,122
General Fund Revenue	\$105,340,736	\$104,631,911	\$101,480,634	\$95,327,743
General Fund Expenses	\$114,965,791	\$108,222,999	\$96,068,137	\$90,984,068



## Administration Division

	FYE 24		FYE 23	
	June	YTD	June	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	4,160.00	320.00	3,568.00
Total Comp Time Available	1.25	17.50	1.50	42.50
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	1.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 321.25	 4,178.50	 321.50	 3,610.50
Benefit Hours Taken	72.00	629.50	58.00	443.00
 TOTAL ACCOUNTABLE STAFF HOURS	 249.25	 3,549.00	 263.50	 3,167.50
 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 24		FYE 23	
	June	YTD	June	YTD
Total Regular Hours Available	960.00	14,400.00	1,120.00	14,560.00
Total Comp Time Available	0.25	20.25	1.75	26.75
Total Overtime Hours	0.00	40.00	8.75	98.00
Total Bonus Hours	0.00	4.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 960.25	 14,464.25	 1,130.50	 14,684.75
Benefit Hours Taken	135.50	2,331.50	301.25	3,298.75
 TOTAL ACCOUNTABLE STAFF HOURS	 824.75	 12,132.75	 829.25	 11,386.00
 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



## **CITY REVENUE REPORTS**

**3B**



## City Revenue Report

	FYE 24 May	FYE 24 June	Plus/Minus
Total Revenue Received (\$)	\$4,970,787	\$5,046,597	\$75,810
Utility Payments - Office (#)	41,470	40,547	(923)
Utility Payments - Office (\$)	\$4,657,773	\$4,868,375	\$210,602
Paymentus (#)	14,316	15,037	721
Paymentus (\$)	\$1,445,260	\$1,521,251	\$75,991
Lockbox (#)	8,299	8,189	(110)
Lockbox (\$)	\$1,245,925	\$1,372,843	\$126,918
E-Lockbox (#)	3,661	3,396	-265
E-Lockbox (\$)	351,150	339,355	(\$11,795)
Bank Draft Payments (#)	12238	11546	(692)
Bank Draft Payments (\$)	\$1,200,543	\$1,246,796	\$46,253
Utility Deposits (#)			\$0
Utility Deposits (\$)			\$0
Fix Payments (#)			\$0
Fix Payments (\$)			\$0
Processed Return Checks (#)	119	109	(10)
Processed Return Checks (\$)	(\$12,701)	(\$16,020)	(\$3,319)
Other Revenue Transactions (#)			\$0
Other Revenue Received (\$)			\$0
Accounts Receivable Payments (\$)	209,343	85,626	(\$123,717)
Municipal Court - Fines/Bonds (\$)	242,075	178,223	(\$63,852)
Municipal Court - Credit Card (#)	678	339	(339)
Municipal Court - Credit Card (\$)	114,093	67,899	(46,194)
Building Permits Cash Report (\$)	0	0	\$0
Building Permits Credit Card (#)	0	0	0
Building Permits Credit Card (\$)	\$0	\$0	\$0
Occupational License - Bldg Insp. (\$)	\$0	\$0	\$0
Occupational License - Bldg Insp. CC (#)	0	0	0
Occupational License - Bldg Insp. CC (\$)	\$0	\$0	\$0
Business License - City Clerk (\$)	0	0	\$0
Accounts Receivable Billed (\$)	\$59,804	\$62,682	\$2,878

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

This affects the Total Revenue Received as well.



## Budget Services Division

	FYE 24		FYE 23	
	June	YTD	June	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	3,840.00	320.00	4,160.00
Total Comp Time Available	0.00	1.50	2.50	4.75
Total Overtime Hours	3.50	3.75	0.00	3.50
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	 323.50	 3,845.25	 322.50	 4,168.25
Benefit Hours Taken	34.00	681.25	27.00	573.25
 TOTAL ACCOUNTABLE STAFF HOURS	 289.50	 3,164.00	 295.50	 3,595.00
 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 24		FYE 23	
	June	YTD	June	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	920.00	10,373.00	640.00	10,017.75
Total Comp Time Available	4.00	108.25	0.00	33.75
Total Overtime Hours	36.00	417.00	40.00	516.25
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	 960.00	 10,898.25	 680.00	 10,567.75
Benefit Hours Taken	166.50	2,048.00	91.00	2,220.50
 TOTAL ACCOUNTABLE STAFF HOURS	 793.50	 8,850.25	 589.00	 8,347.25
 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



**UTILITY      3C**



## Utility Division

	FYE 24		FYE 23	
	June	YTD	June	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	1,120.00	13,220.00	1,120.00	14,560.00
Total Comp Time Available	0.00	215.00	3.00	156.70
Total Overtime Hours	54.75	579.00	50.25	694.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	1,174.75	14,014.00	1,173.25	15,410.70
Benefit Hours Taken	167.75	2,201.00	164.25	2,614.75
TOTAL ACCOUNTABLE STAFF HOURS	1,007.00	11,813.00	1,009.00	12,795.95
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00



## Drive-up Window and Mail Payments - FYE 2024

	24-May	24-Jun
Mail Payments - Lockbox	8,299	8,189
Mail Payments - E-Lockbox	3,661	3,396
Mail Payments - Office	102	312
<b>Total Mail Payments - Subtotal</b>	<b>12,062</b>	<b>11,897</b>
 Night Deposits	 125	 143
Paymentus Payments	14,316	15,037
<b>Without assistance paymnts - Subtotal</b>	<b>14,441</b>	<b>15,180</b>
 Office Payments	 1,950	 2,034
<b>With assistance payments - Subtotal</b>	<b>1,950</b>	<b>2,034</b>
 <b>Total Payments Processed - Subtotal</b>	 <b>28,453</b>	 <b>29,111</b>
 Bank Draft (ACH) Payments	 12238	 11546
<b>Total Payments (Utility)</b>	<b>40,691</b>	<b>40,657</b>
 <b>Total Payments</b>	 <b>56,906</b>	 <b>58,222</b>

## Traffic Counter at Drive-up Facility

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

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



## Utility Division Activity Report - FYE 2024

	FYE 24		FYE 23	
		YTD		YTD
STATUS REPORT				
Regular Utility Accounts Billed	47,147	539,693	44,403	533,687
New Deposit Ons Billed	989	8,620	1,081	9,075
Final Accounts Billed	1,156	8,532	1,260	8,623
TOTAL METERS READ	49,292	556,845	46,744	551,385



**FIRE DEPARTMENT 4**





Item 3.

## NFD Monthly Progress Report

June 2024

### Incident Response Type Summary

Incident Type	Total	% of Total
1 - Fire	19	1.21%
2 - Overpressure Rupture, explosion, Overheat - No Fire	1	0.06%
3 - Rescue & emergency	919	58.65%
4 - Hazardous Conditions (No Fire)	24	1.53%
5 - Service Call	128	8.17%
6 - Good Intent Call	360	22.97%
7 - False Alarm & False Call	82	5.23%
8 - Severe Weather & Natural Disaster	1	0.06%
9 - Special Incident Type	2	0.13%
Incomplete Reports	31	1.98%
<b>Total Incident Count (Unique Calls)</b>	<b>1567</b>	<b>100.00%</b>
<b>Number of Total Unit Responses</b>	<b>1981</b>	

Total Fire Loss \$113,800.00

	Number of First-In Calls	Average Time/Seconds	Average Time/Minutes
Station #1	350	276	0:04:36
Station #2	201	352	0:05:52
Station #3	247	355	0:05:55
Station #4	156	303	0:05:03
Station #5	68	595	0:09:55
Station #6	73	514	0:08:34
Station #7	161	358	0:05:58
Station #8	127	347	0:05:47
Station #9	181	334	0:05:34

### Community Outreach

Tours and Special Events	18	Station Tours, Safety Town, Juneteenth Support, Junior Police Academy
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### Burn Permits

Burn Permits Issued	199	Conditions were favorable for burning 14 days in June
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### Training

Total Personnel Training Hours	2127	Mgmt/Supvsr, Hazmat, Wildland, Special Healthcare, Swiftwater, Peer Support, Elevator
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# NFD Monthly Progress Report

June 2024

Item 3.

## 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*	12	1	1		4			2	2	2
Chief 301	15	1	1		1			9	3	
Chief 302	10	4	2		2			1	1	
Chief 303	6	1	1					1	1	2
Chief 304	15	3	1		4			3	3	1
Chief 401	10	2		1		1	1	3	1	1
Chief 402	3			1		1			1	
Chief 403	8	2				2	2		2	
Chief 404	24	2	1	1	4	2	5	2	1	6
Engine 1	349	327		4	3		2	6	2	5
Brush 1	5	3							1	1
Ladder 1	44	28	2		5			3	1	5
Engine 2	217	3	201	3	7			3		
Brush 2	4		3		1					
Ladder 2	11	2	1		4			1	1	2
Engine 3	255	3	2	247			1			2
Engine 4	166		2		156			3	5	
Brush 4	5				3				2	
Tanker 4	2				1				1	
Engine 5	19					14	5			
Brush 5	74					70	4			
Engine 6	32					3	24	1	1	3
Brush 6	86					5	73		2	6
Rescue Boat 6	4						1		1	2
Squad 7	187	9	3	3	5			159	6	2
Rescue Boat 7	2								2	
Brush 7	3							1	1	1
Engine 8	146	1	1		6			12	126	
Brush 8	7	1						1	5	
Tanker 8	2	1						1		
Engine 9	194	3	1	2		3	4		1	180
Brush 9	7	1				3	1			2
Tanker 9	11	1				2	2	2	3	1
EM1*	8	1	1		2			1	1	2
EMS1*	10	1	1		4			1	1	2
Fire Marshal 1	3	1					1			1
Fire Marshal 2	1									1
Fire Marshal 3	4	1			2				1	
Fire Marshal 4	5		1		1				1	2
Fire Marshal 5	14	2	1	2	3	1	1	1	1	2
Fire Marshal 6	1								1	
	1981	405	227	264	218	107	127	217	182	234

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



## June 2024 Fire Prevention Activity Summary

### Prevention Department Update and Activities

Training	30 hours	Evidence based guidelines, Airport, Incident Command System, Info. Gathering, Legal Aspects, etc
Inspection/Re-Inspection Activities	94.5 hours	Certificate of Occupancy, Occupancy Loads, Daycare, Fire Alarm, Fire Suppression System, General, Food Trucks, Schools
Smoke Detectors	12	Check/Install Smoke Detectors/Replace Batteries/Bed Shakers
Investigations	9	0 Joint, 6 Closed, 0 Complete, 3 Pending
Investigative Activities	32 hours	Fire Scene Investigation, reports, OSBI, Court Appearances, interviews/Interrogation, Obtain Warrant, File Charges
Department Meetings	32 (28 hours)	Shift Change Meetings, Staff Meeting, Crime Stoppers
Station & Equipment Maintenance	52 hours	Daily checks, supplies replenishing, cleaning & organization, drone updates and maintenance
Public Service/Education & Special Events	21	Public education, city events, Safety Town

### Planning Officer Activities

Fire Planning Activities	Number	Staff Hours
Building/ Fire Protection System Plan Reviews	42	60
Building Inspections/Re-inspections	56	42
Meetings	11	14
Training (Fire Protection in-house, Target Solutions)	4	6
Communication	N/A	15
<b>Totals</b>		<b>137</b>
Time Off (VAC, SICK, Holiday)	N/A	2



## EMERGENCY MANAGEMENT DIVISION ACTIVITIES

Emergency Management Division

June 30, 2024

Regular Monthly Scheduled Activities	Meetings are held at the Cleveland County Wellness Center unless otherwise noted.
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, <a href="http://www.w5nor.org">www.w5nor.org</a> ) at the Fire Training Center (South Canadian Amateur Radio Society)	
Each Wednesday Morning 9:15 am	The club mentors other HAMS, works on projects and equipment, provides general support to the City and Public on Amateur operations
Each first Thursday evening of the month is amateur radio testing night at 6:00 pm	Radio test with State Emergency Management. This tests the local and statewide capability for voice communication to the State office and to other jurisdictions.  Open to the public, the club provides the opportunity for the



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 <a href="http://www.w5nor.org">www.w5nor.org</a>	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  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. This meeting has been moved to the Cleveland County Wellness Center.	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 (Meets at the Well) under the management of the Cleveland County Emergency Management office. The public is welcome to address any concerns regarding emergency planning or SARA Title III information. Also, the LEPC is part of the oversight for the Citizens CORPS Council of Norman. A report on activities is provided each meeting.



<b>Other Emergency Management Activities</b>	
Planning Meeting for Upcoming Events each first Friday of the month	2024 is a busy year for supporting events. EM Division will conduct a planning meeting with CCHD and NERVT to plan support for a 30/60/90/ day schedule
<b>Local Response</b>	
Red Cross Coordination for burnouts. April resulted in 0 call out for assistance.	With the reorganization in the Red Cross and the turmoil of having an in-home fire, the volunteers or I, when called, will respond to the scene, (physically or by phone and assist the family in coordination with the Red Cross to provide immediate assistance.
June 1-6, 2024, Norman EM coordinated a Youth Preparedness Camp at Northeastern States University in Broken Arrow.	This camp provided teens with preparedness skills, leadership skills and team building. Hands on skills included fire suppression, Utility controls, light search and rescue and basic first aid. Point to note was 4 of the participates are in the Civil Air Patrol and participated in the CAP exercise in May supported by Norman EM.
June 17, 2024 MRC Discussing regarding initiating teams to support hospital hazmat decontamination during WMD events	A general discussion of utilizing the Medical Reserve Corps for specialized team of decontamination for hospitals and medical facilities.
June 18, 2024 A discussion on "Open for Business"	Due to an inquiry from a Council person regarding large event venues with the possibility of severe weather in the area, a discussion was held by the Assist City Manager on how best to advise business to remain open during severe weather yet taking protective measures if needed.



June 21-23, 2024 Support was provided to SoonerCon, the Elite venue for anime enthusiasts	Held annually at the Embassy Suites in Norman, EM with the MRC provided direct medical support to the venue. This supports included volunteers from nine different counties around Oklahoma 38 volunteers from the Medical Reserve Corps
June 22-23, 2024 EM Supported the annual Amateur radio field day.	Each year the "HAMS" gather to conduct 24 hour operations to test equipment, learn new technology and make contacts around the world over the radio waves using various types of communications equipment.
June 25, 2024 Planning meeting for the Murray State College Preparedness Camp	The planning meeting was conducted for what could be the last of a very successful program. In 2019 Youth Preparedness Camps were initiated with the Office of Homeland Security and Norman Emergency Management. Each camp has been successful in its own right and participation has always been outstanding. However, due to the Governor changing directions in Citizens Preparedness, the program was discontinued. With the current State leadership and the appointment of the new Homeland Security Director funding for such future Citizen programs has been eliminated.
Future Projects are being planned for PSST funding, legal opinion for Emergency Management to receive PSST money was positive	The vote of the people approved funding for a new facility for dispatch and a new emergency operations center. The primary focus was the dispatch operation. At one point the EOC portion was dropped from the plans. The final project allowed



	for a minimum EOC facility. Emergency Management was not included in the majority of the planning nor budget planning. The PSST project was approved to include the EOC. However, budgeting for support the EOC was minimal and did not include funding for the operational aspects of an EOC. Norman EM budget was required to fund those portions not properly planned for. Such items as radio equipment, antenna configurations, cabling all to be funded by the EM base budget.
<b>Community Preparedness Events</b>	
Demand for the Medical Reserve CORPS\Norman Response Volunteers continues to increase.	Anticipation of supporting several community event venues increases the ability to enhance preparedness in the community. The addition of having a UAV pilot in the group expands the capability to the community.
The monthly volunteer meeting was conducted at the County Wellness Center. The Well has committed to providing a meeting space and this will allow for the expansion of the volunteer program.	A discussion was held regarding the new facility and how the EOC side would be staffed and operated by EM volunteers.
Norman EM continues to work with Homeland Security on youth preparedness camps.	The Murray State Camp is set for July 14-19, 2024 in Tishomingo and the Panhandle State University Youth Camp is set for July 28-August 2, 2024.
<b>Disaster Reimbursement Status</b>	
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.
A long Term Recovery Committee has formed to those affected by the February 2024 tornado.	This storm was not a declared storm and the LTRC can coordinate assistance for those residents that still have unmet needs.
<b>Mitigation Grant Status</b>	
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
<b>Severe Weather Issues</b>	
National Weather Service Storm Spotter Training	<a href="https://www.weather.gov/norm/spotter-schedule">NWS Norman Spotter Schedule (weather.gov)</a>



**HUMAN RESOURCES 5**



**HUMAN RESOURCES**  
**Monthly Report**  
**June 2024**

Item 3.

**HUMAN RESOURCES**

Total number of Employees: 1120

Orientations: 2 – 36 new hires

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

Terminations: 12

**ADMINISTRATION**

- FMLA cases – 9 new cases
- Processed invoices and reconciled expense accounts
- Coordinated Birthday/Anniversary post card mail outs
  - 62 birthday and 64 anniversary

**BENEFITS**

New Enrollments: 2

Benefit Participation		
	#	%
Medical	791	92%
Dental	787	92%
Vision	587	68%
Disability	429	50%
Supplemental Life	442	51%

\* Total Benefit Eligible Population: 860

Claims		
Rx Claims		
	ACTIVE	\$207,962.46
	RETIREE	\$ 12,371.52
	COBRA	\$ -
	HSA	\$ -
Medical Claims		\$ 686,779.00
Dental Claims		\$ 73,630.21
Death Claims		0

**PERSONNEL ACTIONS**

**NEW HIRES – 39**

Dept./Div.	Position	Number of Employees
City Council/Admin	City Council Representative	2
Parks & Rec/Facility Maintenance	Laborer	1
Parks & Rec/Golf	Golf Course Attendant	4
Parks & Rec/Recreation	Recreation Center Specialist	5
Parks & Rec/Westwood Pool	Admissions Clerk I	2



Parks & Rec/Westwood Pool	Lifeguard	8	Item 3.
Parks & Rec/Westwood Pool	Lifeguard Leader	2	
Parks & Rec/Westwood Pool	Slide & Gate Attendant	3	
Parks & Rec/Westwood Pool	Swim Instructor	7	
Public Works/Streets	Maintenance Worker I	2	
Utilities/Environmental Services	Intern	1	
Utilities/Sanitation	Sanitation Worker II	1	
Utilities/WLM	Utility Distribution Worker I	1	

#### PROMOTIONS – 7

Dept./Div.	Position	Number of Employees
City Clerk/Admin	Admin Tech IV	1
Fire/Admin	Assistant Fire Chief	1
Police/Animal Welfare	Animal Welfare Officer	1
Police/Emergency Communications	Communications Supervisor	1
Parks & Rec/Admin	Management Analyst	1
Parks & Rec/Recreation	Recreation Manager	1
Parks & Rec/Westwood Pool	Assistant Aquatic Manager	1

#### DEMOTION – 1

Dept./Div.	Position	Number of Employees
Public Works/Fleet	Mechanic II	1

#### SEPARATIONS – 12

Dept./Div.	Position	Number of Employees
City Clerk/Admin	Admin Tech IV	1
City Council/Admin	City Council Representative	2
Parks & Rec/Golf	Golf Course Attendant	1
Parks & Rec/Recreation	Recreation Center Specialist	1
Parks & Rec/Recreation	Recreation Technician	1
Parks & Rec/Westwood Pool	Lifeguard	2
Police/Emergency Communications	Communication Officer II	1
Police/Patrol	Police Officer	1
Public Works/Fleet	Mechanic II	1
Utilities/WLM	Meter Reader	1

#### TURNOVER STATS

Department	No. of Employees	No. of Terminated Employees	Turnover Rate
City Manager	15		0.00%
City Clerk	6	1	1.70%
Finance	23		0.00%
Fire	164		0.00%
Human Resources	10		0.00%
Information Technology	17		0.00%
Legal Department	9		0.00%
Municipal Court	12		0.00%



Parks & Recreation-Total	81	5	6.17%	Item 3.
Planning & Comm Dev.	38		0.00%	
Police	256	2	0.78%	
Public Works	125	1	0.63%	
Utilities	159	1	0.63%	

### RECRUITMENT

Positions Requisitioned for Refill by Department/Division (# of vacancies)	
*included positions are Full Time unless otherwise indicated as Part Time (PT) or Seasonal PT*	
<b>Parks &amp; Recreation</b>	
PT* Recreation Specialist – YFAC (1)	PT* All Locations – Recreation Center Specialist
PT* Aquatic Facility Maintenance I - Westwood (7)	PT* Tennis Shop Attendant - (1)
PT Recreation Technician – Westwood (1)	PT* Aquatic Facility Maintenance II - Westwood (3)
	PT* Lifeguard - Westwood (17)
<b>Police</b>	
Police Officer (8)	Animal Welfare Technician (1)
Admin Tech IV – (1)	Communications Officer II (3)
Parking Services Officer (1)	
<b>Public Works</b>	
Engineering - City Surveyor (1)	Maintenance Worker I – Traffic (1)
Maintenance Worker II – Traffic (1)	
<b>Utilities</b>	
Sanitation - Sanitation Worker I (2)	PT* Laborer (1)
Sanitation Worker II (2)	Refuse Container Repair Assistant – (1)
PT* Laborer (1)	
<b>Human Resources</b>	
Recruiter (1)	Safety Manager (1)
<b>City Clerk</b>	
Admin Tech IV – (1)	
<b>Finance</b>	
Accounts Payable Technician – (1)	

### DAYS TO FILL

Full Time Position	Hire Date	Date Posted	Days to fill
Lifeguard Leader (2)	6/13/24	5/15/24	29
Maintenance Worker I (2)	6/14/24	3/28/24	78
Sanitation Worker II	6/28/24	5/3/24	54



PT/Seasonal Position	Hire Date	Date Posted	Days to fill	Item 3.
Lifeguard (8)	6/5/24	1/2/24	155	
Golf Shop Attendant (3)	6/4/24	2/29/24	96	
Golf Course Attendant	6/4/24	2/29/24	96	
Swim Instructor (7)	6/26/24	1/2/24	176	
Recreation Center Specialist (5)	6/6/24	3/29/24	69	
Slide & Gate Attendant (3)	6/10/24	1/2/24	160	
Admissions Clerk I (2)	6/4/24	1/2/24	154	
Laborer (2)	6/3/24	2/29/24	95	
Intern (Enviro. Services)	6/7/24	Ongoing		

\*353 registrations/applications to our openings, 10 new requisitions opened.

## SAFETY

### Fitness for Duty Meetings

Department	Number Held
Public Works/Fleet	1

### Return to Work Meetings

Department	Number Held
Police/Patrol	1
Fire/Suppression	3

### Recordable Injuries – OSHA

Department/Division	Nature of Injury	How Sustained	Prognosis	Prevention Method
Police/Animal Welfare	Ripped tendon right shoulder	Holding foster dog for vet to examine	Off Work	Better restraint techniques
Parks & Rec/Westwood	Laceration on left knee	Scraped on the edge of pool	Returned to work	Caution and awareness
Fire/Suppression	Strained hip/lower back	Carrying person down 3 flights of stairs	Restrictions	Proper lifting techniques

### Current number of “at fault” Vehicle Collisions per calendar year:

2024*	2023	2022
7	11	7

\*CY2024 is current YTD

### Current number of “at fault” Vehicle Collisions per fiscal year:

2024	2023	2022
14	7	3

### Recordable Injuries per calendar year:

2024*	2023	2022
24	78	60

\*CY2024 is current YTD

### Recordable Injuries per fiscal year:

2024	2023	2022
62	67	54



### Complaints/Resolutions

Complaint	Resolution
No AEDs in the Development Center	Ordered 2 AEDs and cabinets. They were installed by Facility Maintenance.

### CULTURE AND SOCIAL RESPONSIBILITY (CSR)

#### ADA Complaints and Resolutions

Complaints	Resolution
6/17/2024: Sidewalk on the intersection of Flood and Parsons does not have a ramp for ADA compliancy and has broken up sidewalk on the corners.	6/30/24: Engineering Division is adding the intersection to the list and will go out and evaluate the area.

#### ADA:

- Completed Demystifying the Fair Housing Amendments Act Design Guidelines training presented by BlueDAG.

#### CSR:

**Employee Resource Groups (ERGs):** No meetings due to summer scheduling conflicts.

- Presented National Food Truck Day to employees to come out and socialize with employees in other departments while grabbing a bite to eat!

#### Committees:

**Human Rights Commission (HRC)** – The monthly meeting was scheduled to take place on Monday, June 24, 2024, at City Hall, but was cancelled as a quorum was not going to be present. The next meeting will be held on Monday, July 22, 2024, at City Hall.

**ADA Citizen's Advisory Committee** – The quarterly meeting took place on Monday, June 10, 2024. Assistant City Attorney Anthony Purinton was introduced as the new legal liaison for the committee. Updates on the Transit Program, completed FY24 Concrete Projects and upcoming FY25 Concrete Projects were given. Accessibility of the bathrooms doors in City Hall and the Development Center were discussed. All of the bathroom doors except the family restroom in the Development Center are in compliance. Facility maintenance is working on bringing that door to compliance. The next meeting will held be on Monday, September 9, 2024, at City Hall.

**Cleveland County disABILITY Coalition** – The monthly meeting took place on Tuesday, June 4, 2024. Dena Drabek provided an update on the recent legislative session, highlighting the passage of several bills related to disability rights, including the Autism ID Bill, scholarship opportunities for students with intellectual and developmental disabilities, and the relocation of the Office of Client Advocacy and the Long-Term Care Ombudsman. Janie Hom with DentaQuest introduced the Sooner Select Dental Program



benefits. The program covers two children, foster children, low-income parents, pregnant women, and non-disabled adults aged 19 to 64. The organization is committed to helping members overcome barriers to care, such as disabilities or financial constraints. The next meeting will be held on Tuesday, July 2, 2024, at United Way.

Item 3.

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

Gender	Total Population	% of Total Population
Female	331	29.5%
Male	789	70.5%
	<b>1120</b>	<b>100.00%</b>

Job Classification by Gender		
Job Classification	Female	Male
Full-Time	173	662
Part-Time	42	40
Permanent Part-Time	2	6
Temporary	114	81
	<b>331</b>	<b>789</b>

Ethnicity by Race		
Ethnicity	Total #	Total %
American Indian/Alaskan Native	47	4.2%
Asian	17	1.5%
Black/African American	51	4.6%
Hispanic/Latino	34	3.0%
Pacific Islander/Native Hawaiian	1	0.1%
Two or More Races	62	5.5%
White	908	81.1%
	<b>1120</b>	<b>100.00%</b>

Diversity by Gender		
Ethnicity	Female	Male
American Indian/Alaskan Native	16	31
Asian	7	10
Black/African American	13	38
Hispanic/Latino	9	25
Pacific Islander/Native Hawaiian	0	1
Two or More Races	23	39
White	263	645
	<b>331</b>	<b>789</b>

Diversity % by Gender		
Ethnicity	Female	Male
American Indian/Alaskan Native	1.4%	2.8%
Asian	0.6%	0.9%
Black/African American	1.2%	3.4%
Hispanic/Latino	0.8%	2.2%



Pacific Islander/Native Hawaiian	0%	0.1%	Item 3.
Two or More Races	2.1%	3.5%	
White	23.6%	57.4%	
	29.7%	70.3%	



## **INFORMATION TECHNOLOGY 6**



**CITY OF NORMAN**Information Technology Department  
Monthly Report – June 2024.

Working projects for the IT Department are as follows:

Project	Description/improvement anticipated	Status
ERP Replacement Project	Process improvements for finance, purchasing, AR/AP, Courts, HR, Payroll, Personnel, and Permits Management through newer technology, software, and business review processes.	Implementation Complete – Project refinement ongoing: The CoN team has completed implementation work on all major core software. However work continues in Finance, HR, Planning, and Parks to refine these new systems.
Main Site data center upgrades	Necessary upgrades to current infrastructure are needed to enhance capabilities and continue with power saving and cooling efforts by reducing the amount of physical servers through virtualization. New equipment is being implemented to replace the old and increase security and speed requirements.	Ongoing: IT Network staff are in implementation and testing of major networking and security appliances, as well as virtual upgrades. This includes expansion of equipment for new buildings and replacement of old switch infrastructure.
Water tower and mono-pole contract negotiations.	Increased Revenue and compliance for water tower/cellular mono-pole leases. Repair requirements.	Ongoing – taken over by Utilities Admin.



Fiber Optic Installation for redundant loop at WTP and EOC	IT and the Utilities Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC 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 2024
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 – ECOC, PD Moves, and Mary Abbot House expansion. Complete – HR/IT Building, Building Maintenance, YFAC, Sanitation, Line Maintenance Sr. Center, Development Center, Municipal Court, Bus Station
Jenkins Street Fiber Move	Move the city's fiber optics out of the way of construction during the Jenkins Street widening project.	In Progress – Finance Dept. has made funds available. Work to be complete 2024.
IT Security training efforts for all network and email users at the City of Norman.	Increase awareness and stay current on all new and rapidly changing cyber-attack methods so that the CoN network is protected by every employee who utilizes the network for business.	Ongoing frequent training continues as well as various types of PEN testing of the city network.
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 estimated full completion in 2027



Automated Meter Infrastructure	Implement and integrate AMI for meter reading and utility billing.	In Planning – customer portal configuration in progress. Communication radios installation in progress.
Print Shop Move to IT	Transition the Print Shop from the Finance Department in to the IT Department.	Complete.
Network Infrastructure Improvements	Utilize our new Network Engineer who will work closely with the Network and Infrastructure Manager, to review and improve our cabling, switching, and network configuration.	In Progress: The IT Department has been awarded 5% of the annual capital funds for business critical software and infrastructure needs.

### Support Tickets:

The IT department is responsible for all technology needs throughout all city departments. Public safety is a high priority and the bulk of our support tickets come from public safety support. **IT Table 1** below represents the number of support tickets opened by each department for last month. The IT Department monitors trends in these numbers and makes adjustments as needed to assure that all departments have the appropriate amount of support for daily operations.

### Users Supported:

The following statistics represent the number of network users supported by the IT Department. The city network is important for all business initiatives for the city of Norman. The number of devices supported reflects the growth in dependence on technology for daily operations (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 314,370 attempted incoming and 98,725 outgoing messages for the month of June 2024. Incoming messages totaling 168,534 were considered Spam or hazardous e-mails by our email-filtering appliance, and were quarantined or filtered (see **IT Table 3**). This number represents 53% of our inbound mail. This percentage has increased from previous months for malicious email/spam. Our security efforts are having a positive effect on reducing the total number of malicious email inbound. The IT Department has made the decision to block inbound traffic from specific sources with known malicious traffic that constantly try to affect our network. We continue to monitor and analyze the situation on a daily basis. Inbound email messages of this nature means increased vulnerabilities and attack vectors into the city. Without the email filter appliance, our email server would have received more mail, which increases the opportunity for entrance of a virus into the network. It also creates waste, reduces productivity, and decreases valuable storage space.

### Web Site:

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

### Data Storage:

The City of Norman's infrastructure depends on system availability and uptime. An important part of system availability is data storage and usage. The pie charts below (See **IT Charts A,B, and C**) represent where the bulk of IT data storage resides. The information stored in this infrastructure is important for daily operations, and public safety. This includes data that is protected in the case of a disaster that can be recovered to keep operations functional.



### ERP Project Implementation Progress:

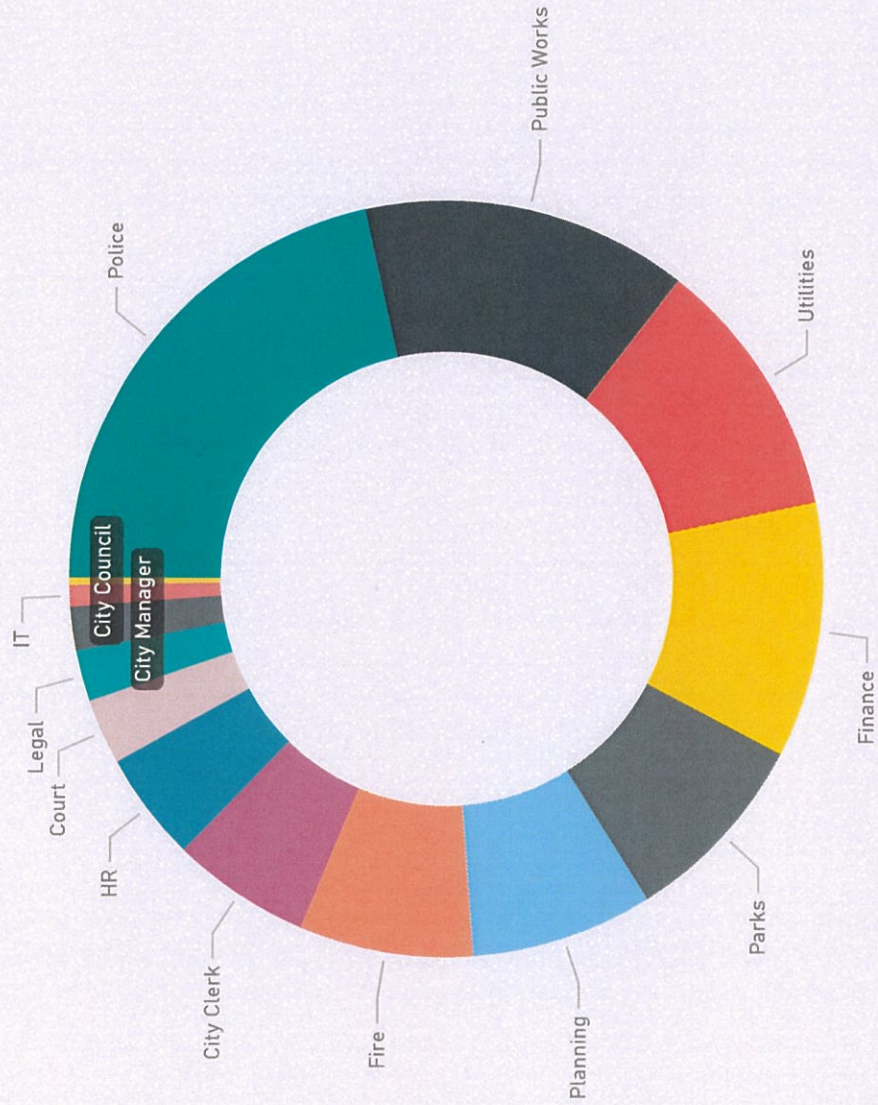
This project began in January of 2018 and was delayed for multiple reasons by the 2020 pandemic. The projects final implementations are complete as of March 2024. The City Council approved approximately \$6 Million to replace the outdated software systems that run our daily business operations. Once fully complete the city will have enhanced automated services and web services for our citizen base as well as the employees who conduct business and track their daily work with these systems. The IT Department completed implementation of all major pieces of the ERP business systems software packages. These include Parks and Rec software, Municipal Court software, Financial Systems software, Utility Billing software, Payroll, Human Resource Management, Work Orders (Tyler EAM), Time and Attendance, and Planning and Community Services software packages. Daily work continues on these systems as well as additional training, enhancements, and configuration. We will continue to evaluate and enhance each of these systems moving forward. Our current efforts include a review of the HR Systems, post launch troubleshooting of Planning and Community Dev software, an upgraded Parks and Rec software package to help with golf management, concessions, and food carts. We Are also preparing for AMI (Automatic Meter Infrastructure), and integration with a customer portal for Utility Billing Systems software as well as a review of the current time and attendance software.



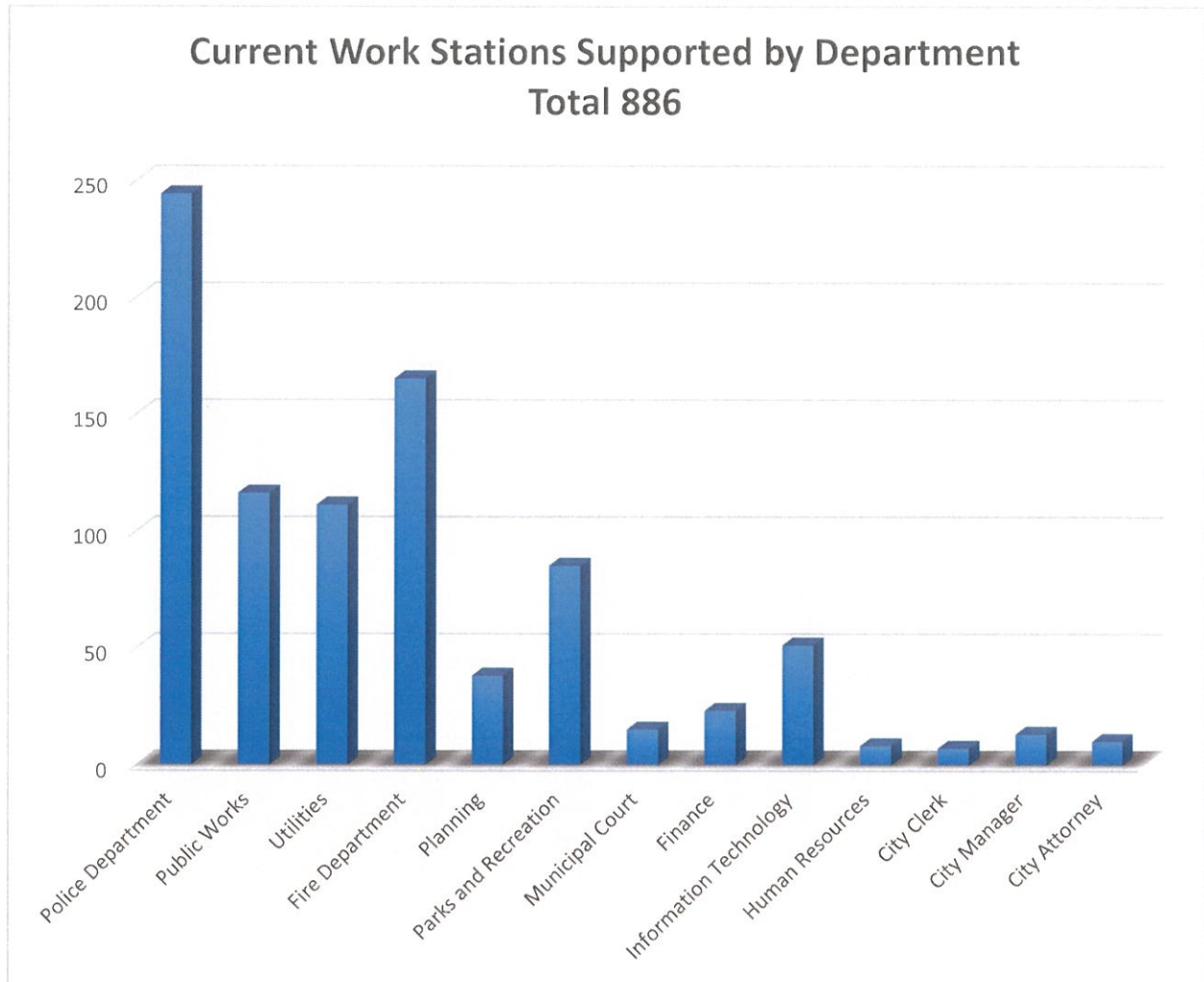
New Tickets  
321

Department	Created	Closed
City Clerk	19	17
City Council	1	1
City Manager	6	6
Court	9	8
Finance	35	33
Fire	24	22
HR	15	14
IT	3	3
Legal	7	7
Parks	27	23
Planning	25	25
Police	69	66
Public Works	45	45
Utilities	36	32
<b>Total</b>	<b>321</b>	<b>291</b>

Police accounted for 21.50% of Ticket Count.





**Table 2**

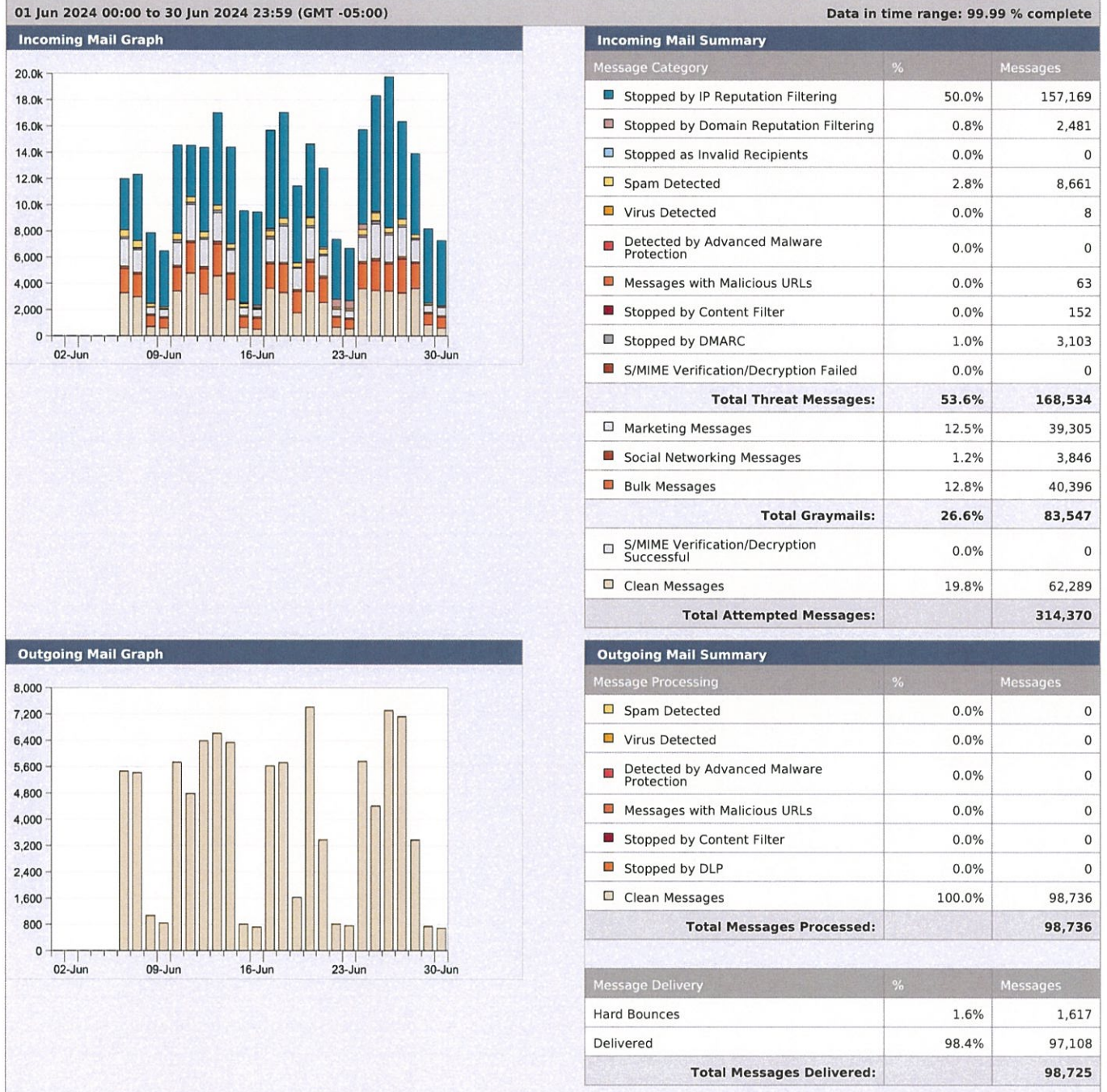




SECURE EMAIL GATEWAY

## Executive Summary

ironport.example.com



ironport.example.com - 01 Jul 2024 01:00 (GMT -05:00)

Copyright © 2003-2024 Cisco Systems, Inc. All rights reserved.

1



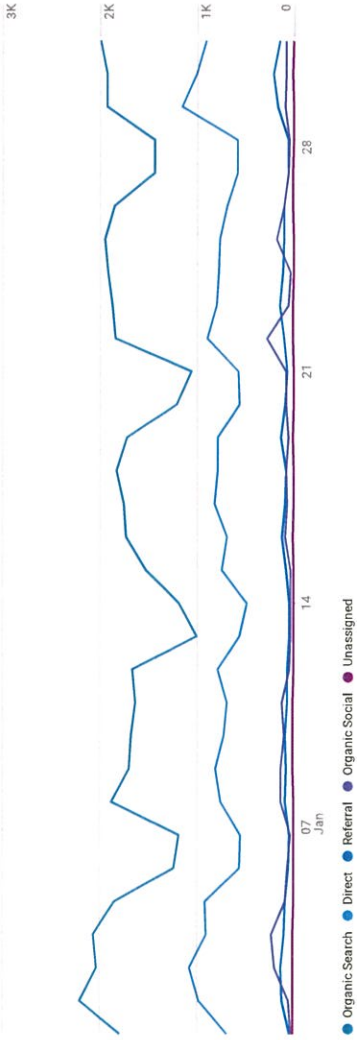
Custom Jan 1 - Jan 31, 2024

Monthly Site Traffic

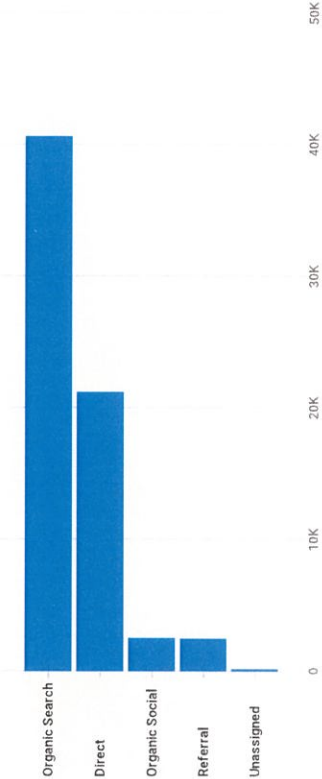
Add filter

All Users Add comparison

Users by Session default channel group over time



Users by Session default channel group

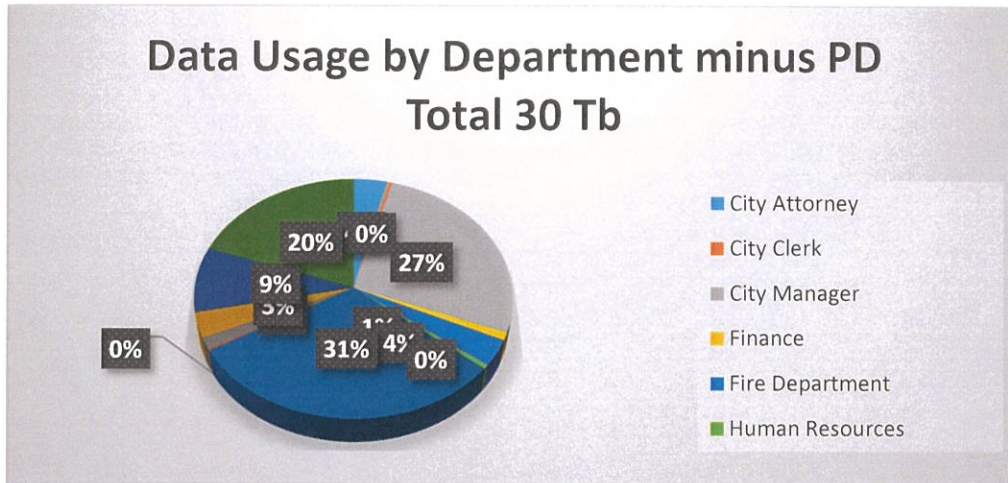


Search...

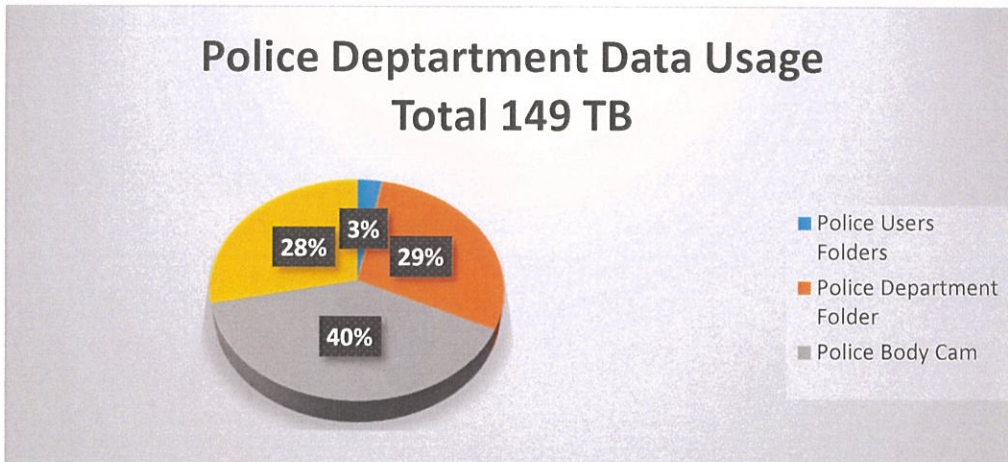
Session default channel group		↓ Users	Sessions	Engaged sessions	Average engagement time per session	Engaged sessions per user	Events per session	Engagement rate	Event count
		100% of total	100% of total	100% of total	Avg 0%	Avg 0%	Avg 0%	Avg 0%	All events
1	Organic Search	64,842	108,180	62,868	35s	0.97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



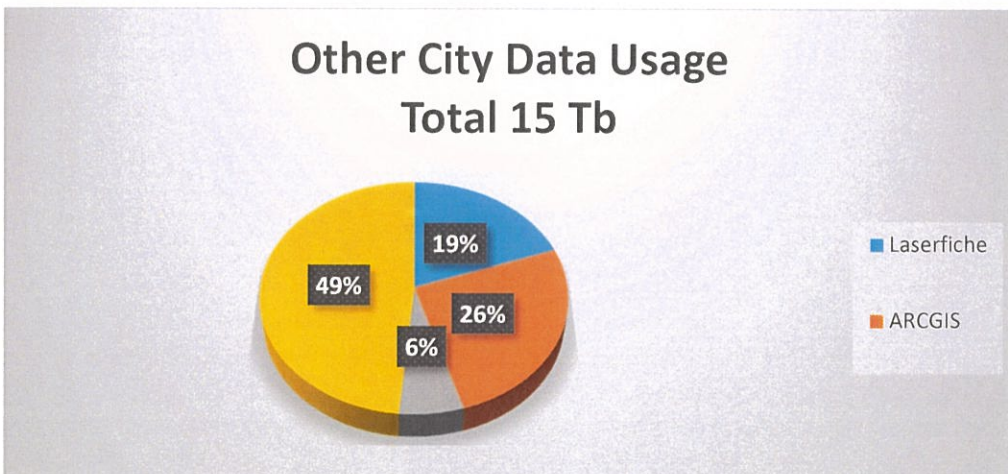
IT Table A



IT Table B



IT Table C



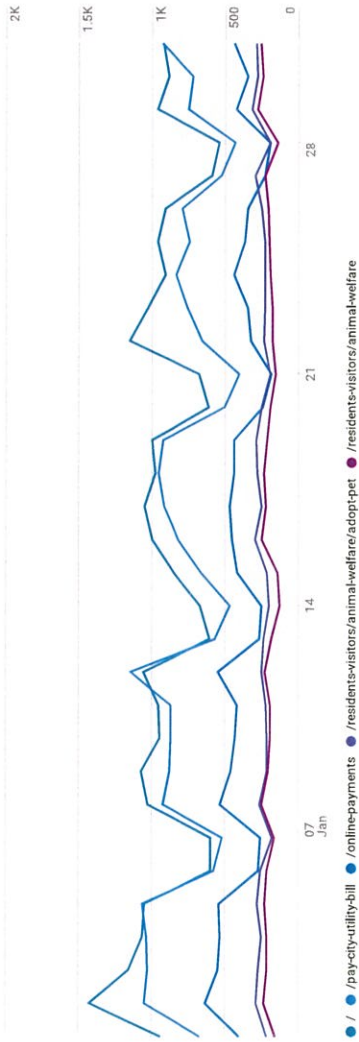


All Users Add comparison +

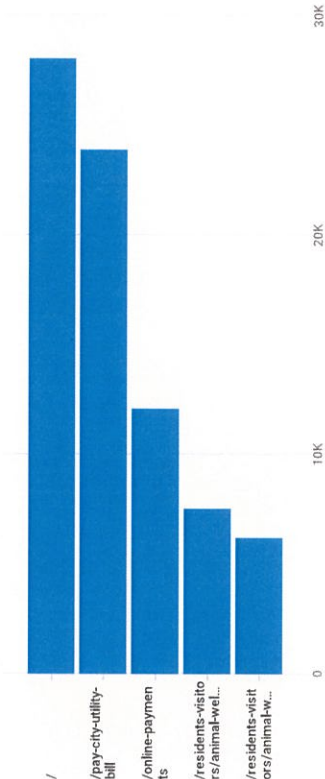
## Monthly Page Views ☒

Add filter +

Views by Page path and screen class over time



Views by Page path and screen class



Search...

Page path and screen class

+

↓ Views

Users

Views per user

Average engagement time

Event count

Rows per page: 10 Go to: 1 1-10 of 1239

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



**LEGAL 7**



## MONTHLY REPORT - LEGAL DEPARTMENT

June 2024 Report  
(Submitted July 12, 2024)

### MONTHLY HIGHLIGHTS:

Walling v. Norman Regional Health System, et al, Case No. SD-121340, CJ-2014-874 (K)  
On June 20, 2024, the Oklahoma Court of Civil Appeals reversed the district court's ruling certifying the class and remanded the case to district court for further proceedings. Plaintiffs did not petition the Oklahoma Supreme Court for certiorari review.

### LIST OF PENDING CASES:

#### UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

#### UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK

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

#### UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF OKLAHOMA

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

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

#### OKLAHOMA SUPREME COURT / COURT OF CIVIL APPEALS

#### 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)

Etter v. City of Norman, CJ-2021-731 (K)

FOP/IAFF/AFSCME v. Okla. Dept. of Labor and City of Norman, CJ-2005-1170 L (K)

FOP v. City of Norman, CV-2011-876 L (K)

Martin Flores v. City of Norman & John Doe, CJ-2021-1051 (K)

Kevin Hahn v. Norman Police Department, City of Norman, CJ-2021-210 (K)

City v. Loeffler & Ashford Investments, LLC, CV-2022-1182 (M)

City v. Lonnie Hodges, CV-2020-2922

The Norman Petition Initiative No. 2021-1, Case No. CV-2020-2384 (K)

McCarver v. City of Norman, CJ-2013-128 TS (K)



Remy v. Hall, et al., Case No. CV-2017-1853 (K, S)  
Shaz Investment Group, LLC v. City of Norman, CJ-2021-1044 (K)  
Smith et al v. Norman Regional Health System v. City of Norman, CJ-2014-874 (K)  
West Lindsey Center Investors, LLC v. City of Norman, et al., CJ-2022-693 (K)

**B. *Condemnation Proceedings***

City of Norman v. Chastain Oil Company, a Corporation, et al., CV-2015-677 (M)  
City of Norman v. West Lindsey Center Investors, LLC, et al., CV-2015-671 (M)  
City of Norman v. 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. D&J Land, LLC, et al., CJ-2022-251 (M)  
City of Norman v. Harold and Diana Hansmeyer, Jim Reynolds, Board of Commissioners, CJ-2024-498 (W)

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

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

**D. *Municipal Court Appeals***

None

**E. *Small Claims Court***

None

**F. *Board of Adjustment Appeals***

None

**LABOR / ADMINISTRATIVE PROCEEDINGS**

**A. *Grievance & Arbitration Proceedings (K)***

This office has assisted with the following grievances:

AFSCME Grievance FYE 21-02 – (COVID-19 Leave)  
AFSCME Grievance FYE 22-02 – (Jerry Younts and Bennie Gilmore – COVID-19 Leave)  
AFSCME Grievance FYE 22-02 – (Tara Klepper – COVID-19 Leave)  
AFSCME Grievance FYE 24-06 – (Malia Ross – Discipline)  
AFSCME Grievance FYE-24-09 – (James Salley – Termination)  
AFSCME Grievance FYE-24-10 – (Hurlonda Hamilton – Health Benefits)



AFSCME Grievance FYE-24-11 - (Hurlonda Hamilton – Health Benefits)

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

IAFF Grievance FYE 23 – (Matt Ferris – Discipline)

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

IAFF Grievance FYE-23 – (Mass Casualty/Active Shooter Response)

IAFF Grievance FYE 23 – (Change in Conditions of Employment - EMS Protocols)

IAFF Grievance FYE-24 – (Non-Emergency Call Back)

IAFF Grievance FYE-24 – (Failure to Staff Personnel)

IAFF Grievance FYE-24 – (Inclement Weather Policy Denial)

FOP Grievance FYE-24 – (Aaron Deese – Evaluation Rating)

**B. *Equal Employment Opportunity Commission (EEOC)***

Yoon v. City of Norman – Charge #564-2024-00586

**C. *Contested Unemployment Claims (OESC)***

**MUNICIPAL COURT PROSECUTIONS**

This chart represents the cases prosecuted by the City Attorney’s Office in the Municipal Criminal Court through June 2024. The chart does not represent those cases disposed of prior to Court through actions of the City Attorney and the Court.

Month	<u>ADULT CASES</u>			<u>JUVENILE CASES</u>			<u>COURT SESSIONS</u>		
	FYE 22	FYE 23	FYE 24	FYE 22	FYE 23	FYE 24	FYE 22	FYE 23	FYE 24
JULY	275	165	464	11	7	11	7	9	10
AUG	236	241	341	9	10	7	5	13	16
SEPT	263	245	295	9	15	18	5	10	8
OCT	269	244	346	12	13	7	6	9	11
NOV	228	205	292	2	10	11	6	6	10
DEC	162	165	163	1	5	9	3	8	4
JAN	185	205	280	9	9	9	6	10	5
FEB	787	256	338	8	17	20	8	10	12
MAR	282	272	466	13	13	8	9	12	10
APR	323	322	443	12	9	11	10	9	14
MAY	582	395	430	21	17	26	12	13	10
JUNE	268	344	333	7	31	7	11	9	9
TOTALS / YTD	3,860	3,059	4,191	114	156	144	95	118	119



## **WORKERS' COMPENSATION COURT**

The total number cases pending as of June 2024 are 20. Six new claims were 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 24 CASES	FYE 23 CASES	FYE22 CASES	FYE21 CASES
Fire	Suppression	9	3	9	4	2
Fire	Prevention				1	
Parks/Rec.	Park Maintenance	1				
Parks/Rec	Westwood Pool				1	
Planning	Development Services					
Police	Animal Welfare					2
Police	Criminal Investigation	1			1	
Police	Patrol	4	2	1	4	1
Police	Administration	0			2	
Public Works	Street Maintenance				1	1
Public Works	Fleet	1	1			
Public Works	Storm Water	2	2			
Public Works	Traffic Control			1		
Utilities	Line Maintenance	1		1		
Utilities	Sanitation	1		1		
<b>TOTALS</b>		<b>20</b>	<b>8</b>	<b>13</b>	<b>14</b>	<b>6</b>

### ***List of Pending Cases***

Amason, Amber v. City of Norman, WCC 2012-12306 K  
 (Police, Patrol, Master Police Officer, Intestinal/Parasite/Infection)  
Boxford, Steven Lee v. City of Norman, CM-2022-03698 N  
 (Police, Patrol, Master Police Officer, L. Shoulder, Neck, L. Hand, L. Arm, L. Hip, R. Knee)  
Bussell, Michael v. City of Norman, CM-2024-00740 K  
 (Fire, Suppression, Fire Captain, R. Shoulder)  
Faught, David L. v. City of Norman, CM-2023-03669 R  
 (Fire, Suppression, Firefighter, Binaural Hearing Loss)  
Faught, David L. v. City of Norman, CM-2023-03668 L  
 (Fire, Suppression, Firefighter, Chest, Pectoral & Tricep Tendon)  
Hambrick, John v. City of Norman, CM-2023-02469K  
 (Fire, Suppression, Firefighter, Body As Whole, Cancer)  
Kizzia, Derrald v. City of Norman, WCC-2014-06995 K  
 (Parks & Rec, Park Maintenance, Heavy Equipment Operator, R. Knee/Reopen Request)  
Kraeger, Casey W. v. City of Norman, CM-2023-00969 R  
 (Utilities, Sanitation, Sanitation Worker II, Head, Upper Back, Lower Back, L. Hip, L. Knee)  
Lewis, Brian K. V. City of Norman, CM-2022-02245 H  
 (Fire, Suppression, Fire Driver Engineer, Neck, Back UNS, L Knee, L. Leg)  
Massie, Nathan v. City of Norman, CM-2024-03408 H



***(Public Works, Fleet, Service Technician, Neck)***  
Newell, Richard v. City of Norman, CEC-2022-15014 H (Request to Reopen – Change in Condition for the Worse)  
 (Police, Narcotics, Narcotics, Master Police Officer-Sergeant, Right Knee)  
***Pierce, Daniel Ray v. City of Norman, CM-2024-02999 H***  
***(Police, Patrol, Master Police Officer-Sergeant, R Knee, Reinjured***  
Rayburn, Joshua L. v. City of Norman, CM-2023-00845 J  
 (Utilities, Line Maintenance, Utility Distribution Worker I, Back UNS)  
Robertson, Kellee v. City of Norman, WCC-2010-13896 F  
 (Police, Narcotics, Master Police Officer, Respiratory System/Lungs, Circulatory System Organs of the Body and Whole Person)  
***Shelton, Allen W. v. City of Norman, CM-2024-03108 M***  
***(Public Works, Stormwater, Heavy Equipment Operator, R. Shoulder)***  
***Shelton, Allen W. v. City of Norman, CM-2024-03110 X***  
***(Public Works, Stormwater, Heavy Equipment Operator, L. Shoulder, Whole Back, Radicular to R. Leg/Foot)***  
Smith, Carl Shanon v. City of Norman, CM-2023-00163 Q  
 (Fire, Suppression, Firefighter, Lower Back)  
Terhune, Nicholas v. City of Norman, CM-2024-03394 E  
***(Fire, Suppression, Fire Captain, Chest, Left Bicep Tendon)***  
West, Jordan v. City of Norman, CM-2024-03327 T  
***(Fire, Suppression, Firefighter, L Knee)***  
Wilkins, Levi v. City of Norman, CM-2019-05323 X  
 (Fire, Suppression, Fire Driver Engineer, BAW, Cancer)

## **TORT CLAIMS**

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

DEPARTMENT	FYE 24 Month	FYE 24 YTD	FYE 23 YTD	FYE 22 YTD	FYE 21
Animal Control			2	2	1
Finance – IT					1
Fire		2		2	1
Legal					2
Other		4	5	6	11
Parks		2	1	2	4
Planning			1	2	
Police	1	8	8	8	3
Public Works – other		2	5	2	2
Public Works – Stormwater				1	
Public Works – Engineering					1
Public Works – Streets	1	12	8	10	9



Utilities – other		2			
Utilities – Water		5	16	6	11
Utilities – Sanitation	1	10	7	6	12
Utilities – Sewer		8	3	4	5
<b>TOTAL CLAIMS</b>	<b>3</b>	<b>55</b>	<b>56</b>	<b>51</b>	<b>63</b>
<b>CURRENT CLAIM STATUS</b>	<b>FYE 24 TO DATE</b>	<b>FYE 23</b>	<b>FYE 22</b>	<b>FYE 21</b>	
Claims Filed	61	56	51	63	
Claims Open and Under Consideration	5	0	0	0	
Claims Not Accepted Under Statute/Other	1	4	3	10	
Claims Paid Administratively	24	25	15	11	
Claims Paid Through Council Approval	3	2	2	7	
Claims Resulting in a Lawsuit for FY	1	0	5	3	
Claims Barred by Statute (No Further Action Allowed)	9	25	26	32	
Claims in Denied Status (Still Subject to Lawsuit)	18	0	0	0	



**MUNICIPAL COURT 8**



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

**CASES FILED**

	<u>JUNE</u>	<u>FY24</u>	<u>Y-T-D</u>	<u>JUNE</u>	<u>FY23</u>	<u>Y-T-D</u>
Traffic	955		10,364	802		6,545
Non-Traffic	196		3,133	257		2,580
SUB TOTAL	1,151		13,497	1,059		9,125
Parking	539		8,829	447		8,339
<b>GRAND TOTAL</b>	<b>1,690</b>		<b>22,326</b>	<b>1,506</b>		<b>17,464</b>

**CASES DISPOSED**

	<u>JUNE</u>	<u>FY24</u>	<u>Y-T-D</u>	<u>JUNE</u>	<u>FY23</u>	<u>Y-T-D</u>
Traffic	844		9,447	784		5,880
Non-Traffic	192		2,627	236		2,731
SUB TOTAL	1,036		12,074	1,020		8,611
Parking	522		7,806	461		6,797
<b>GRAND TOTAL</b>	<b>1,558</b>		<b>19,880</b>	<b>1,481</b>		<b>15,408</b>

**REVENUE**

	<u>JUNE</u>	<u>FY24</u>	<u>Y-T-D</u>	<u>JUNE</u>	<u>FY23</u>	<u>Y-T-D</u>
Traffic	\$ 86,173.46		\$ 1,067,184.20	\$ 81,912.26		\$ 655,936.65
Non-Traffic	\$ 12,780.38		\$ 230,792.11	\$ 26,355.55		\$ 247,157.23
SUB TOTAL	\$ 98,953.84		\$ 1,297,976.31	\$ 108,267.81		\$ 903,093.88
Parking	\$ 18,510.00		\$ 253,436.50	\$ 16,275.00		\$ 241,641.00
<b>GRAND TOTAL</b>	<b>\$ 117,463.84</b>		<b>\$ 1,551,412.81</b>	<b>\$ 124,542.81</b>		<b>\$ 1,144,734.88</b>



## MUNICIPAL COURT - MONTHLY REPORT June 2024

### JUVENILE COMMUNITY SERVICE PROGRAM

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

### MEDIATION PROGRAM

The Early Settlement – Norman Mediation Program accepted 27 new cases and closed 28 cases during the month of June 2024. 6 Mediations were held.



**PARKS AND RECREATION      9**



## Park Development Activities June 2024

### **Westwood Park:**

We are working with our consultant, GSB Architects, on our masterplan the golf and tennis clubhouse and service areas. We have begun a process that will result in a guiding design program to help us plan for a major project at the park to modernize and expand our facilities and bring those areas up to the standard set by the new Family Aquatics Center and Indoor Tennis Facility built in the early phases of Norman Forward. Our Steering Committee members, city staff and the design team toured similar facilities in OKC in June to explore possible space needs and design details as part of the visioning process for this phase.

### **Cultural Center Projects:**



Crews are progressing on the re-painting of the Moore-Lindsey Historical House Museum. As weather allowed, repairs were made to those sections of siding and wood details that needed attention, prior to priming the main house and the carriage house white. The final phase will be to re-paint both structures in the original 5-color paint scheme seen in old photos and paintings of the structures. A new roof was put on both structures last year and all of the storm windows on the main house were replaced with Lexan, instead of plate glass after the 2023 major hail events. This siding repair and repainting project is the final step in keeping the house water-tight and preserved for future use.

Crews also worked at the Firehouse Art Center to create a new east-side patio and operational garage door in one of the original firehouse door openings. A new steel and wood low fence enclosure was also added; and the space will be filled with outdoor seating and tables to serve as an outdoor social space and learning environment for the facility. All of this is being done via a grant received by the Firehouse Board and their Director, Andy Couch, in cooperation with the City acting as a partner to do help get the work done with in-kind services and by using some of our annual facility maintenance funds.

### **Forestry:**



Crews working for OEC removed 4 large old sweetgum trees on Berry Road, between Lindsey Street and Imhoff Road. Residents requested those trees be removed, instead of once again pruning them down to almost nothing. We will be coordinating a replacement tree planting project this fall in cooperation with OEC, who will fund that program, similar to what was done years ago when trees were removed under the power lines on Berry.



We are also working throughout the summer to prune the City-owned/controlled trees in the downtown area, on west Lindsey Street and on the south side of Robinson Street between Flood and 24<sup>th</sup> Avenue NW to help maintain attractive and walkable areas where we have planted trees. We also have contractors visiting the various tree planting projects we have done around town and watering those young trees during the hot, dry weather in these important first years while they establish vigorous roots in parks and along streets.

**Norman Forward Neighborhood Parks:**



Crews are working to finish installation of the playground replacement at Sunrise Park in June. That equipment was in decline after years of use and vandalism. That work should be complete next month, along with installation of improved and expanded walkways and fence work in the park. We will start looking at our next set of older parks where we plan to replace old equipment in Fiscal Year 2025 as part of our ongoing project in the NORMAN FORWARD Program.

We are starting to wrap-up the work at Bentley Park to get it ready for a grand opening ribbon cutting this summer. Once that park is complete, we will begin surveying the residents around the The Links apartment complex, to begin programming and building the next new neighborhood park, which will also be located in southeast Norman—just east of the Cedar Lane/Highway 77 WalMart.



JUNE 2024 PARK MAINTENANCE DIVISION					
	FY24 MTD	FY24 YTD		FY23 MTD	FY23 YTD
<b>SAFETY REPORT</b>					
On-The-Job Injuries	0	5		0	6
Vehicle Accidents	0	1		0	0
Employee responsible	0	0		0	0
	<b>Total Man Hours</b>			<b>Total Man Hours</b>	
<b>ROUTINE</b>					
<b>ACTIVITIES</b>					
Big Mowing	132.00	936.25		161.00	944.50
Trim Mowing	792.25	5812.00		928.00	5376.00
Chemical Spraying	232.00	1948.00		126.00	1027.00
Fertilization	5.00	92.00		0.00	18.00
Park Tree Work	73.25	1004.75		130.00	735.00
Street Tree Work	8.00	16.00		24.00	91.00
Trash Maintenance	307.50	4354.25		378.00	2447.75
Sprinkler Maintenance	204.50	1607.50		162.00	1052.75
Watering	9.00	73.00		0.00	279.00
Painting	0.00	138.00		0.00	415.00
Landscape Maintenance	185.75	2994.00		299.75	1708.75
Seeding/Sodding	0.00	45.50		1.00	613.00
Ballfield Maintenance	0.00	101.00		0.00	341.00
Fence Repairs	72.00	384.75		0.00	263.50
Equipment Repairs/Maintenance	198.50	2408.25		209.00	1374.50
Material Hauling	14.00	634.50		6.00	497.25
Snow/Ice Removal	0.00	297.00		0.00	520.27
Christmas Setup	0.00	1146.00		0.00	264.75
Vector Control	38.00	144.00		54.00	114.00
Events	91.75	590.75		5.00	201.00
Vandalism Repair	17.75	385.00		44.50	210.50
Trail Maintenance	0.00	150.00		0.00	8.00
Playground Maintenance	59.00	1277.50		74.00	891.75
Restroom Maintenance	0.00	783.00		0.00	622.50
Carpentry/Welding	64.00	1577.50		4.00	441.00
Shop Time	6.00	539.25		71.50	493.00
Special Projects	0.00	1387.75		78.50	2481.00
Miscellaneous	22.25	1013.50		63.50	1881.25



**JUNE 2024  
RECREATION DIVISION  
MONTHLY REPORT**

**Little Axe Community Center:** The Center served 684 Meals to the Little Axe community with our meals on wheels. The Center hosted PLS craft classes while still hosting our monthly OHE classes and bingo. The Center served 82 members of the Little Axe community with the small food pantry held at the center on Mondays. The Crossroad Head Start is no longer at the Community Center. We are excited to expand the afterschool to the back room and make it our own.

**12th Avenue Recreation Center:** 12<sup>th</sup> Avenue averaged 36 students for the month of June. Field trips taken this month include a weekly trip to the Westwood Family Aquatic Center along with trips to Sooner Bowling, the OKC Zoo, and a trip to Andrews Park! On-site staff led activities each week, as well as having various library guests and art guests teach the campers something new.

**Irving Recreation Center:** This month at Irving, the After School Program lost two and added two kids to our program for a total of 35 kids. The average number of kids was 25 per day. We went on many trips this month including to the zoo, bowling, and rock climbing. We acquired many new individual crafts for the kids to play with, and they have really enjoyed building bracelets and making bead art.

**Whittier Recreation Center:** This month at Whittier Recreation Center the Summer Camp program continued with 35 kids enrolled. The daily average attendance was 28 kids per day. For field trips this month we have had Dart Battles OKC come to our center, we took a trip to Ruby Grant Park, we went to the OKC Zoo, and for our final field trip we visited the Norman Public Library West.

<b>FACILITY ATTENDANCE:</b>	<b>Month</b>	<b>Year to Date</b>
Norman Senior Center	0	3,253
Little Axe Community Center	1,483	21,701
12th Avenue Recreation Center	1,353	14,789
Irving Recreation Center	509	4,927
Whittier Recreation Center	115	4,904
Reaves Center	300	3,600
Tennis Center	3,948	41,420



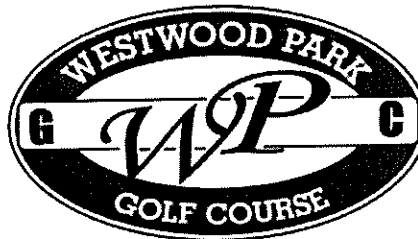
# JUNE 2024 YOUNG FAMILY ATHLETIC CENTER MONTHLY REPORT

	FYE 2024 MTD	FYE 2024 YTD
YFAC Memberships	\$3,240.00	\$17,970.00
YFAC Day Passes	\$206.00	\$498.00
YFAC Gym Passes	\$1,716.00	\$3,903.00
YFAC Aqua Class/Camp	\$0.00	\$0.00
YFAC GYM Class/Camp	\$0.00	\$0.00
YFAC Misc Class/Camp	\$5,162.00	\$51,146.00
YFAC POOL Rental	\$6,277.50	\$12,097.50
YFAC GYM Rental	\$450.00	\$17,143.00
YFAC MISC Rental	\$0.00	\$50.00
YFAC POOL Tournament	\$0.00	\$0.00
YFAC GYM Tournament	\$35,154.95	\$157,772.07
YFAC Leases	\$0.00	\$4,292.00
YFAC Other Revenue/Advertising	\$0.00	\$17,582.80
YFAC Leagues	\$0.00	\$32,000.00
<b>TOTAL INCOME</b>	<b>\$52,206.45</b>	<b>\$268,470.37</b>
YFAC GYM Expenditures	\$15,617.85	\$81,174.43
YFAC POOL Expenditures	\$20,550.72	\$98,450.70
<b>EXPENDITURES</b>	<b>\$36,168.57</b>	<b>\$179,625.13</b>
Income vs. Expenditures	\$16,037.88	\$88,845.24



## **WESTWOOD/NORMAN MUNICIPAL AUTHORITY 9A**





**JUNE 2024**

**Westwood Golf Course Division Monthly Progress Report**

ACTIVITY	JUNE FYE'24	JUNE FYE'23
Regular Green Fees	685	802
Senior Green Fees	304	382
Junior Fees	444	303
School Fees ( high school golf team players)	14	0
Advanced Fees (high school golf team pre-pay)	0	0
Annual Fees (Regular, Senior & Junior Members)	1132	1167
Employee Comp Rounds	340	374
Golf Passport Rounds	0	0
9-Hole Green Fee	210	279
2:00 Fees	221	279
4:00 Fees	0	0
Dusk Fees or 5:00 Fees	382	299
PGA Comp Rounds	13	12
*Rainchecks (not counted in total round count)	23	61
Misc Promo Fees (birthday, players cards, OU student)	308	143
Green Fee Adjustments (fee difference on rainchecks)	2	14
<b>Total Rounds</b> (*not included in total round count)	<b>4055</b>	<b>4053</b>
% change from FY '23	0.05%	
<b>Range Tokens</b>	<b>3955</b>	<b>3085</b>
% change from FY '23	28.20%	
18 - Hole Carts	203	261
9 - Hole Carts	76	102
½ / 18 - Hole Carts	891	895
½ / 9 - Hole Carts	565	540
<b>Total Carts</b>	<b>1735</b>	<b>1798</b>
% change from FY '23	-3.50%	
18 - Hole Trail Fees	0	0
9 - Hole Trail Fees	0	0
18 - Hole Senior Trail Fees	0	0
9-Hole Senior Trail Fees	0	0
<b>Total Trail Fees</b>	<b>0</b>	<b>0</b>
% change from FY '23	0.00%	
<b>TOTAL REVENUE</b>	<b>\$135,098.22</b>	<b>\$166,895.20</b>
% change from FY '23	-19.05%	



**JUNE 2024**  
**WESTWOOD GOLF DIVISION**  
**MONTHLY PROGRESS REPORT:**

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

**FINANCIAL INFORMATION**

	<b>FYE 2024</b>	<b>FYE 2024</b>	<b>FY 2023</b>	<b>FYE 2023</b>
	<b>MTD</b>	<b>YTD</b>	<b>MTD</b>	<b>YTD</b>
Green Fees	\$45,597.89	\$536,434.90	\$68,268.70	\$562,733.88
Driving Range	\$13,839.00	\$129,231.09	\$13,769.59	\$146,507.99
Cart Rental	\$25,762.06	\$274,329.03	\$35,210.83	\$297,062.53
Golf Classes	\$4,224.00	\$5,952.00	\$3,120.00	\$8,760.00
Golf Shop Rentals	\$607.96	\$4,318.77	\$674.64	\$2,810.83
USGA Handicap Fees	\$0.00	\$0.00	\$36.78	\$496.54
Golf Cart Capital	\$1,908.03	\$17,993.62	\$0.00	\$0.00
Golf Merchandise	\$20,801.09	\$188,794.90	\$0.00	\$0.00
Restaurant	\$18,903.68	\$167,046.16	\$24,168.08	\$191,693.71
Insufficient Check Charge	\$0.00	\$0.00	\$0.00	\$0.00
Interest Earnings	\$3,454.51	\$136,089.55	\$21,646.58	\$76,454.22
<b>TOTAL INCOME</b>	<b>\$135,098.22</b>	<b>\$1,460,190.02</b>	<b>\$166,895.20</b>	<b>\$1,286,519.70</b>
Expenditures	\$132,944.16	\$1,454,854.41	\$335,558.90	\$1,688,079.37
Income vs Expenditures	<b>\$2,154.06</b>	<b>\$5,335.61</b>	<b>(\$168,663.70)</b>	<b>-\$401,559.67</b>
Rounds of Golf	4055	39001	4053	37696

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

1, 7, and 13 are growing in from seed and we are using a temporary green until they are healed and cut down to greens height of cut. 12 green is now open for play. 8 green is also open and we are presently doing some sod repairs to it. The pond renovation on #7 has been enlarged, sodded and is complete. Expansion of 2 tee is also sodded and irrigation changes are complete. The removal of tree logs from last years storm remains a priority as weather allows. Broadleaf weeds and Nutsedge control on tees, tee banks and rough is progressing.



JUNE 2024  
WESTWOOD POOL  
MONTHLY REPORT

FINANCIAL INFORMATION

	FYE 2024 MTD	FYE 2024 YTD	FYE 2023 YTD	FYE 2022 TOTAL
Swim Pool Passes	\$98,467.00	\$337,016.00	\$2,425.00	\$410,413.50
Swim Pool Gate Admission	\$153,629.98	\$362,564.98	\$0.00	\$269,113.00
Swim Lesson Fees	\$9,561.00	\$68,244.15	\$0.00	\$82,874.00
Pool Rental	\$17,901.00	\$88,906.16	\$0.00	\$41,515.00
Locker Fees	\$0.00	\$0.00	\$0.00	\$0.00
Pool Classes	\$3,938.00	\$45,088.00	\$0.00	\$27,333.00
Pool Merchandise Sales	\$605.55	\$1,036.01	\$0.00	\$0.00
Concessions	\$96,318.97	\$216,888.82	\$0.00	166,989.10
<b>TOTAL INCOME</b>	<b>\$380,421.50</b>	<b>\$1,119,744.12</b>	<b>\$2,425.00</b>	<b>\$998,237.60</b>
Expenditures	\$368,161.42	\$1,200,469.60	\$11,907.94	\$406,410.58
<b>Income verses Expenditures</b>	<b>\$12,260.08</b>	<b>-\$80,725.48</b>	<b>-\$9,482.94</b>	<b>\$591,827.02</b>

ATTENDANCE INFORMATION

	FYE 2024 MTD Jun-24	2023 YTD	2022 YTD	2021 YTD
a. Pool Attendance	41,839	114,679	58,459	75,468
b. Adult Lap Swim Morning/Night	0	950	65	1,802
c. Water Walkers	30	1,124	970	4,923
d. Toddler Time	481	4,328	1,578	5,421
e. Water Fitness	83	2,610	775	2,826
f. Swim Team	30	1,435	1,325	4,423
g. Scuba Rentals	12	514	488	54
h. Scuba Participants	72	282	52	100
i. Swim Lessons	80	1,465	860	1,697
j. Private Swim Lessons	31	73	34	51
g. Movie Night/Special Events	4	2156	1,604	1,298
h. Party / Rentals	27	259	65	116
<b>TOTAL ATTENDANCE</b>	<b>42,689</b>	<b>129,875</b>	<b>66,275</b>	<b>98,179</b>



**FACILITY MAINTENANCE 9B**





# Cost by Building

<b>Building</b>	<b>Total Cost</b>	<b>Labor</b>	<b>Supplies</b>	<b>Equipment</b>	<b>Inventory</b>	<b>Outsourcing</b>	<b>Overhead</b>
<b>Total Building Cost</b>	<b>\$13,908.44</b>	<b>\$10,135.99</b>	<b>\$3,772.46</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
12TH AVE REC CENTER -	208.11	208.11	0.00	0.00	0.00	0.00	0.00
A - COURTS - 321 N	636.44	621.44	15.00	0.00	0.00	0.00	0.00
ADULT WELLNESS AND	71.41	71.41	0.00	0.00	0.00	0.00	0.00
ANDREWS PARK - 200 W	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ANIMAL WELFARE - 3428 S	255.65	194.39	61.26	0.00	0.00	0.00	0.00
B - POLICE DEPT -112 W	1,292.49	727.49	565.00	0.00	0.00	0.00	0.00
C - HR, IT - 313 N WEBSTER	579.74	579.74	0.00	0.00	0.00	0.00	0.00
CITY HALL - 201 W GRAY	847.05	683.43	163.62	0.00	0.00	0.00	0.00
COMMUNITY PARKS	37.24	37.24	0.00	0.00	0.00	0.00	0.00
D - DEVELOPMENT CENTER -	499.10	409.10	90.00	0.00	0.00	0.00	0.00
ENVIRONMENTAL SERVICES	38.88	38.88	0.00	0.00	0.00	0.00	0.00
FACILITY MAINTENANCE -	1,243.23	819.93	423.30	0.00	0.00	0.00	0.00
FIRE ADMINISTRATION - 415	177.55	177.55	0.00	0.00	0.00	0.00	0.00
FIRE STATION 2 - 2211 W	107.12	107.12	0.00	0.00	0.00	0.00	0.00
FIRE STATION 3 - 500 E	71.41	71.41	0.00	0.00	0.00	0.00	0.00
FIRE STATION 4 - 4145 W	192.86	93.11	99.75	0.00	0.00	0.00	0.00
FIRE STATION 6 - 7405 E	200.22	200.22	0.00	0.00	0.00	0.00	0.00
FIRE STATION 7 - 2207	107.12	107.12	0.00	0.00	0.00	0.00	0.00
FIRE STATION 8 - 3901 36TH	621.04	621.04	0.00	0.00	0.00	0.00	0.00
FIRE STATION 9 - 3001 E	146.00	146.00	0.00	0.00	0.00	0.00	0.00
FIREHOUSE ART CENTER -	37.24	37.24	0.00	0.00	0.00	0.00	0.00
FLEET MAINTENANCE - 1301	74.58	74.58	0.00	0.00	0.00	0.00	0.00
IRVING REC CENTER - 1920	374.01	184.01	190.00	0.00	0.00	0.00	0.00
LINDSEY YARD - STREETS -	243.08	226.92	16.16	0.00	0.00	0.00	0.00

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LIONS PARK - 450 S FLOOD	37.24	37.24	0.00	0.00	0.00	0.00	0.00	0.00
LITTLE AXE REC CENTER -	233.51	155.51	78.00	0.00	0.00	0.00	0.00	0.00
NEIGHBORHOOD PARKS	1,788.32	427.66	1,360.66	0.00	0.00	0.00	0.00	0.00
NORMAN INVESTIGATIONS	278.90	278.90	0.00	0.00	0.00	0.00	0.00	0.00
NORMAN PUBLIC LIBRARY -	178.53	178.53	0.00	0.00	0.00	0.00	0.00	0.00
NORMAN PUBLIC LIBRARY -	299.34	262.53	36.81	0.00	0.00	0.00	0.00	0.00
PARKS MAINTENANCE -	55.86	55.86	0.00	0.00	0.00	0.00	0.00	0.00
POLICE SHOOTING RANGE -	142.82	142.82	0.00	0.00	0.00	0.00	0.00	0.00
RADIO TOWERS	35.71	35.71	0.00	0.00	0.00	0.00	0.00	0.00
REAVES PARK - 515 E	646.72	228.36	418.36	0.00	0.00	0.00	0.00	0.00
ROTARY PARK - 1501 W	93.11	93.11	0.00	0.00	0.00	0.00	0.00	0.00
RUBY GRANT PARK - 3110	226.59	225.09	1.50	0.00	0.00	0.00	0.00	0.00
SANITATION - 2301	71.41	71.41	0.00	0.00	0.00	0.00	0.00	0.00
SANTA FE RAILROAD DEPOT	35.71	35.71	0.00	0.00	0.00	0.00	0.00	0.00
SOONER THEATRE - 101 E	37.24	37.24	0.00	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL - 1311	71.41	71.41	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER STATION - 3901	71.41	71.41	0.00	0.00	0.00	0.00	0.00	0.00
TRANSIT CENTER - 320 E	74.48	74.48	0.00	0.00	0.00	0.00	0.00	0.00
WATER RECLAMATION -	483.19	245.35	237.84	0.00	0.00	0.00	0.00	0.00
WATER TREATMENT PLANT -	124.97	124.97	0.00	0.00	0.00	0.00	0.00	0.00
WESTWOOD GOLF COURSE -	107.12	107.12	0.00	0.00	0.00	0.00	0.00	0.00
WESTWOOD POOL - 1017	245.45	245.45	0.00	0.00	0.00	0.00	0.00	0.00
WESTWOOD TENNIS	155.51	155.51	0.00	0.00	0.00	0.00	0.00	0.00
WHITTIER REC CENTER -	113.36	113.36	0.00	0.00	0.00	0.00	0.00	0.00
YOUNG FAMILY ATHLETIC	238.95	223.75	15.20	0.00	0.00	0.00	0.00	0.00

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## Cost by Maintenance Type

Type	Total Cost	Labor	Supplies	Equipment	Inventory	Outsourcing
PLUMBING	6,495.22	4,052.01	2,443.21	0.00	0.00	0.00
HVAC	3,327.59	3,327.59	0.00	0.00	0.00	0.00
GENERAL	2,461.56	1,823.31	638.25	0.00	0.00	0.00
ELECTRICAL	1,624.08	933.08	691.00	0.00	0.00	0.00

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## **PLANNING AND COMMUNITY DEVELOPMENT      10**





## June 2024 Residential Permit Activity

Permit Number	Permit Number	Date Issued	Address	Sq Ft	Zoning	Ward	Subdivision	Contractor	Valuation
Multi-Family, Addition/Alteration	PRAD202402668	2024-06-18	200 VICKSBURG AVE	3364	RM-6	1	VICKSBURG VILLAGE	GORMAN CONSTRUCTION COMPANY	\$48,750.00
	PRAD202402669	2024-06-18	200 VICKSBURG AVE	17000	RM-6	1	VICKSBURG VILLAGE	GORMAN CONSTRUCTION COMPANY	\$50,852.00
	PRAD202402670	2024-06-18	200 VICKSBURG AVE	10709	RM-6	1	VICKSBURG VILLAGE	GORMAN CONSTRUCTION COMPANY	\$51,250.00
Residential, Accessory Structure	3								\$150,852.00
	PRAB202401351	2024-06-05	12506 RED BUD DR	1440	R-1	5	WHISPERING HILLS	TODD, CHRIS	\$4,000.00
	PRAB202402301	2024-06-05	4616 TIMBERIDGE CIR	224	RE	8	GRANDVIEW EST NORTH #3	PMH CONSTRUCTION, LLC.	\$12,000.00
	PRAB202402305	2024-06-03	750 IOWA ST	750	R-1	4	PARK ADD REPLAT	NAO GROUP LLC	\$30,000.00
	PRAB202402354	2024-06-10	4310 HUNTERS HILL RD	320	R-1	3	BROOKHAVEN 5TH	S.H. VAUGHN CONSTRUCTION	\$25,000.00
	PRAB202402435	2024-06-10	5612 JOHN DALTON RD	1200	A-2	5	JOHN DALTON RIDGE COS	BOLLES, JACOB	\$50,000.00
	PRAB202402563	2024-06-13	423 S LAHOMA AVE	300	R-1	4	ROSS'S ADD	MCGUIRE, MARK	\$5,000.00
	PRAB202402566	2024-06-07	416 KENSINGTON RD	288	R-1	3	QUAILBROOK ADD #1	BRAME, SERITA D	\$3,500.00
	PRAB202402663	2024-06-13	6250 156TH AVE NE	1200	A-2	5	NOT SUBDIVIDED	OMNI CONSTRUCTION, LLC	\$38,000.00
	PRAB202402693	2024-06-11	3751 HERITAGE LN	240	A-2	5	HERITAGE INFINITY COS	GOOD MEASURE CONSTRUCTION SERVICES	\$4,500.00
	PRAB202402694	2024-06-17	3751 HERITAGE LN	360	A-2	5	HERITAGE INFINITY COS	GOOD MEASURE CONSTRUCTION SERVICES	\$6,500.00
	PRAB202402698	2024-06-12	3120 ISIM RD	2880	A-2	5	H & L 2	ARROWHEAD INDUSTRIES, INC.	\$100,000.00
	PRAB202402829	2024-06-26	5100 E LINDSEY ST	575	A-2	5	NOT SUBDIVIDED	DOUGHTY, AARON & MELANIE	\$25,000.00
	PRAB202402908	2024-06-27	2388 BLUE CT	160	RE	5	BLUE CREEK ADD	VILLATORO, JOSHUA & ELIZABETH	\$7,322.14
	13								\$310,822.14
Residential, Accessory Dwelling Unit	PRADU202402131	2024-06-07	601 VILLA DR	648	R-1	4	HANLY ADD	LEBARON, LLC C/O TARREN SHAW	\$100,000.00
	PRADU202402822	2024-06-27	3751 HERITAGE LN	1564	A-2	5	HERITAGE INFINITY COS	GOOD MEASURE CONSTRUCTION SERV	\$115,000.00
Residential, Addition / Alteration	2								\$215,000.00
	PRAD202401614	2024-06-10	521 SPERRY DR	1150	R-1	7	INDEPENDENCE VALLEY 1	HERNANDEZ, LEONEL LIMBERG	\$10,000.00
	PRAD202402274	2024-06-12	3101 GREENWOOD CT	780	R-1	8	CROSSROADS WEST #4	RUVALCABA, OMMAR & MARTINEZ, JUANA MARIA	\$12,000.00
	PRAD202402282	2024-06-20	4205 FARM HILL RD	488	R-1	8	FOUNTAIN VIEW ADD, SEC. 1	BYRD BUILDING CONSULTING	\$100,000.00
	PRAD202402369	2024-06-14	3715 BURLINGTON DR	799	R-1	3	BROOKHAVEN 2ND	BETHANY JENKINS	\$185,000.00
	PRAD202402411	2024-06-11	425 S LAHOMA AVE	400	R-1	4	ROSS'S ADD	BLOOM GC LLC.	\$100,000.00
	PRAD202402469	2024-06-10	701 IOWA ST	1700	R-1	4	PARK ADD REPLAT	MARIO LUGO CONSTRUCTION SERVICES(CONTRACTOR PORTAL)	\$90,000.00
	PRAD202402577	2024-06-10	1722 CLASSEN BLVD	90	R-1	4	SOUTHRIDGE ADD	KEVIN DURANT	\$18,500.00
	PRAD202402578	2024-06-07	3921 TIMBERIDGE DR	500	RE	8	GRANDVIEW EST NORTH #2	ISAAC CHRISTIAN	\$100,000.00
	PRAD202402651	2024-06-26	545 S FLOOD AVE	300	R-1	4	WESTBROOK ADD	TAYLOR WILLIAMS	\$7,500.00
	PRAD202402687	2024-06-14	6 BINGHAM PL	743	R-1	3	BROOKHAVEN 1ST	C.A. MCCARTY CONSTRUCTION LLC.	\$150,000.00
	PRAD202402796	2024-06-25	412 CASTRO ST	3024	R-1	4	CLASSEN-MILLER ADD	HYMER HALL #1, LLC	\$150,
	PRAD202402798	2024-06-20	3105 BIRMINGHAM DR	224	R-1	5	ST JAMES PARK 5	JACOB WOOD	\$12,
									Item 3.





## June 2024 Residential Permit Activity

Residential, Carport	PRAD202402937	2024-06-26	1605 ROWENA LN	1318	R-1	2	HEATHERINGTON HEIGHTS 3RD ADD	GM INVESTMENTS, LLC	\$40,000.00
	PRAD202402994	2024-06-28	1411 MCKINLEY AVE	111	R-1	7	HARDIE-RUCKER ADD	KHALID BOKHARI	\$24,000.00
	PRAD202402996	2024-06-28	9800 ARAPAHOE DR	119	A-2	5	NOT SUBDIVIDED	TERRY LYNN PATTERSON	\$2,500.00
	15								\$1,001,500.00
	PRCP202402615	2024-06-12	1620 AVONDALE DR	480	R-1	2	LYDICKS SECOND ADD	VANDERBURG, DEWAYNE M-TRTEE	\$5,400.00
	PRCP202402743	2024-06-17	10610 ALAMEDA DR	450	A-2	5	NOT SUBDIVIDED	DAVIS, MATHEW L & CYNTHIA O	\$2,351.00
	PRCP202402799	2024-06-28	916 SEQUOYAH TRL	400	R-1	6	WILDWOOD GREEN ADD #5	FRANKS, RANDY L JR & BETH A	\$3,500.00
	PRCP202402960	2024-06-26	710 NEBRASKA ST	270	R-1	4	PARK ADD REPLAT	THE DUDES CONSTRUCTION GROUP	\$12,000.00
	4								\$23,251.00
	PRMF202402281	2024-06-11	730 60TH AVE NE	1440	A-2	5	NOT SUBDIVIDED	DAVID TUCKER	\$86,952.00
	1								\$86,952.00
	PRSF202400885	2024-06-04	4007 LYNFORD LN	2765	R-1	5	BELLATONA SEC 4	HOME CREATIONS, INC.	\$387,100.00
	PRSF202401456	2024-06-17	2723 VARENNA CT	1809	R-1	1	VARENNA LANDING ADD. SEC. 2	FOC	\$189,420.00
	PRSF202401749	2024-06-07	6201 144TH AVE NE	4597	A-2	5	STELLA HILLS ESTATES	CARLILE, ANDREW	\$281,540.00
	PRSF202402092	2024-06-07	2516 HIGHBURY DR	4872	PUD	8	VILLAS AT ASHTON GROVE, SEC. 1	BYRD BUILDING CONSULTING	\$1,500,000.00
Residential, New Single Family Dwelling	PRSF202402103	2024-06-28	13965 E STELLA RD	5774	A-2	5	NOT SUBDIVIDED	TOMMY CRABTREE	\$661,575.67
	PRSF202402280	2024-06-05	5705 JOHN DALTON RD	4523	A-2	5	JOHN DALTON RIDGE COS	MODERN EDGE HOMES, LLC.	\$618,400.00
	PRSF202402313	2024-06-05	2808 VILLAGE LAKE DR	3497	R-1	8	HIGHLAND VILLAGE ADD. SEC. 10	SHERIDAN HOMES LLC	\$349,580.00
	PRSF202402410	2024-06-10	5612 JOHN DALTON RD	3897	A-2	5	JOHN DALTON RIDGE COS	BOLLES, JACOB	\$700,000.00
	PRSF202402439	2024-06-06	2204 WOLFORD CT	1591	PUD	1	THE VILLAGES	LENNAR HOMES OF OKLAHOMA, LLC	\$181,580.00
	PRSF202402440	2024-06-06	2317 WOLFORD CT	1591	PUD	1	THE VILLAGES	LENNAR HOMES OF OKLAHOMA, LLC	\$181,580.00
	PRSF202402442	2024-06-06	2313 WOLFORD CT	1744	PUD	1	THE VILLAGES	LENNAR HOMES OF OKLAHOMA, LLC	\$207,200.00
	PRSF202402443	2024-06-06	2309 WOLFORD CT	1964	PUD	1	THE VILLAGES	LENNAR HOMES OF OKLAHOMA, LLC	\$233,100.00
	PRSF202402445	2024-06-06	2305 WOLFORD CT	1744	PUD	1	THE VILLAGES	LENNAR HOMES OF OKLAHOMA, LLC	\$207,200.00
	PRSF202402484	2024-06-14	3213 BIRMINGHAM DR	2793	R-1	5	ST. JAMES PARK SEC 5	RUSSELL WADE HOMES LLC	\$349,900.00
	PRSF202402514	2024-06-17	1917 PROVIDENCE DR	3842	R-1	6	HALLBROOKE ADD., SEC 6	HOMESTEAD CUSTOM HOMES & CONSTRUCTION	\$365,000.00
	PRSF202402547	2024-06-17	2704 BELMONT DR	3709	R-1	4	BROAD ACRES ADD SEC 2	HOMESTEAD CUSTOM HOMES & CONSTRUCTION	\$360,000.00
	PRSF202402593	2024-06-10	3911 YELLOWSTONE DR	4301	PUD	6	PINE CREEK ADD	LANDMARK FINE HOMES, LP.	\$650,000.00
	PRSF202402599	2024-06-10	4620 NORTHFIELDS LN	4325	R-1	8	CARRINGTON PLACE ADD. SEC. 14	LANDMARK FINE HOMES, LP.	\$575,000.00
	PRSF202402686	2024-06-13	3616 ALTA VISTA DR	2574	PUD	8	FLINT HILLS SEC. 1	IDEAL HOMES OF NORMAN, LP	\$259,980.00
Residential, Manufactured Home	PRSF202402702	2024-06-26	2012 PROVIDENCE DR	4162	R-1	6	HALLBROOKE ADD., SEC 6	ARMSTRONG HOMES	\$480,000.00
	PRSF202402718	2024-06-20	2505 BIRMINGHAM DR	2676	R-1	5	ST JAMES PARK SEC 5	R & R HOMES, LLC	\$292,880.00
	PRSF202402728	2024-06-18	3809 MUIR FOREST WAY	3294	PUD	6	RED CANYON RANCH SEC. 8	IDEAL HOMES OF NORMAN, LP	\$325,700.00
	PRSF202402753	2024-06-17	3915 YELLOWSTONE DR	4591	PUD	6	PINE CREEK ADD	LANDMARK FINE HOMES, LP.	\$690,000.00

Item 3.





## June 2024 Residential Permit Activity

Residential, Pool	PRSF202402795	2024-06-21	2002 OAKVILLE CT	2527	R-1	5	SUMMIT VALLEY ADD. SEC. 3	DP GAMBLE HOMES, INC.	\$239,680.00
	PRSF202402872	2024-06-25	3816 YELLOWSTONE DR	4166	PUD	6	PINE CREEK ADD	LANDMARK FINE HOMES, LP.	\$690,000.00
	PRSF202402904	2024-06-27	2913 SUMMIT HOLLOW CIR	3345	R-1	1	SUMMIT LAKES ADD. SEC. 12	LIBERTY HOMES INC.	\$300,000.00
	PRSF202402911	2024-06-28	4403 BELLINGHAM LN	4064	R-1	8	CARRINGTON PLACE ADD. SEC. 14	LANDMARK FINE HOMES, LP.	\$610,000.00
	PRSF202402976	2024-06-28	4031 EVANS CT	3200	R-1	7	CEDAR LANE SEC. III	TABER BUILT HOMES, LLC.	\$444,000.00
	PRSF202402978	2024-06-28	1737 TAINES TURN	3425	R-1	7	CEDAR LANE SEC. III	TABER BUILT HOMES, LLC.	\$545,000.00
	PRSF202402980	2024-06-28	4005 LLEYTON DR	2120	R-1	7	CEDAR LANE SEC. III	TABER BUILT HOMES, LLC.	\$334,000.00
	PRSF202402982	2024-06-28	4001 LLEYTON DR	2055	R-1	7	CEDAR LANE SEC. III	TABER BUILT HOMES, LLC.	\$325,000.00
	31								\$13,534,495.67
	PRPO202402525	2024-06-03	7410 E CEDAR LANE RD	450	A-2	5	NOT SUBDIVIDED	NATASHA SALAZAR	\$2,500.00
Residential, Solar	PRPO202402556	2024-06-06	1102 S FLOOD AVE	1391	R-1	4	OAK RIDGE ADD - AMENDED	OUTDOOR ESCAPES, LLC	\$96,000.00
	PRPO202402620	2024-06-18	3201 CRYSTAL SPRING DR	1396	RE	3	CRYSTAL SPRING	S & S POOLS	\$80,000.00
	PRPO202402821	2024-06-27	404 MAYBURY DR	475	PUD	6	LITTLE RIVER TRAILS ADD SEC. 3	PLEASANT POOLS	\$100,000.00
	PRPO202402853	2024-06-27	905 HEARTHSTONE	974	R-1	3	BROOKHAVEN 31	AQUATIC DESIGNS POOL & SPA	\$85,000.00
	PRPO202402906	2024-06-26	2612 SUMMIT TERRACE DR	440	R-1	1	SUMMIT LAKES 8	GALAXY HOME RECREATION	\$23,000.00
	6								\$386,500.00
	PRSO202305780	2024-06-10	2713 WYANDOTTE WAY		R-1	6	WILDWOOD GREEN 2	SOLAR POWER OF OKLAHOMA	\$35,500.00
	PRSO202402515	2024-06-05	638 RED CEDAR WAY		PUD	8	GREENLEAF TRAILS ADD. SEC. 12	ION DEVELOPER LLC DBA ION SOLAR	\$15,000.00
	PRSO202402521	2024-06-06	3800 FRONTIER CIR		RE	5	FRONTIER ESTATES	SUNTRIA	\$49,846.62
	PRSO202402567	2024-06-05	1535 CRUCE ST		R-1	2	HETHERINGTON HEIGHTS 3RD ADD	SUNTRIA	\$66,874.20
Residential, Storm Shelter	PRSO202402602	2024-06-13	2413 HUNTING HORSE TRL		R-1	6	MOUNTAIN ASH ADDITION	GREEN LIGHT SOLAR	\$33,005.00
	PRSO202402606	2024-06-06	4204 ELF OWL CT		R-1	7	EAGLE CLIFF SOUTH ADD. SEC. 3	SUNTRIA	\$31,966.47
	PRSO202402612	2024-06-06	4001 SIERRA VISTA WAY		PUD	6	RED CANYON RANCH SEC 3	MAYER SOLAR	\$5,000.00
	PRSO202402677	2024-06-13	1300 60TH AVE NE		A-2	5	THOMAS COS	EIGHTTWENTY	\$32,508.00
	PRSO202402688	2024-06-13	3909 GREEN HILLS CT		R-1	3	CHERRY CREEK SEC 2	ASTRAWATT SOLAR	\$31,185.00
	PRSO202402840	2024-06-21	1207 BARKLEY AVE		R-1	4	BEL-AIRE ADD SEC 1	TIMOTHY SHARP	\$7,030.78
	PRSO202402844	2024-06-21	2825 BROMPTON DR		R-1	8	BERKELEY 6	LANCE HUTCHINSON	\$18,000.00
	PRSO202402912	2024-06-28	1002 ROBINHOOD LN		R-1	4	SHERWOOD FOREST #1	EIGHTTWENTY	\$29,000.00
	PRSO202402919	2024-06-28	3305 REMINGTON CT		R-1	8	PRAIRIE CREEK ADD SEC 2	SHINE SOLAR DBA SHINE AIR	\$15,188.85
	PRSO202402970	2024-06-28	501 APLOMADO ST		R-1	7	EAGLE CLIFF SOUTH SEC. 5	MY ROOF SOLAR	\$23,797.00
Residential, Storm Shelter	PRSO202402988	2024-06-28	2319 ARCADY AVE		R-1	5	BELLATONA ADD. SEC. 3	OKIE SOLAR	\$17,000.00
	15								\$410,901.92
	PRSS202402192	2024-06-13	2926 QUEENSTON AVE	35	PUD	6	PARK HILL ADDITION	GROUND ZERO SHELTERS	\$4,000.00
	PRSS202402399	2024-06-05	1514 EISENHOWER RD	35	R-1	8	NORTH ACRES REPLAT	STORM SAFE SHELTER, LLC	\$4,500.00
	93								

Item 3.





## June 2024 Residential Permit Activity

PRSS202402497	2024-06-05	9601 133RD PL NE	48	A-2	5	DEER CREEK ESTATES	OKLAHOMA SHELTERS	\$3,900.00
PRSS202402513	2024-06-07	418 CALLA LILY LN	32	R-1	8	POPPY GROVE ADD. SEC. 2	OZ SAFEROOMS	\$11,850.00
PRSS202402571	2024-06-05	5514 WINDSTONE LN	28	PUD	3	GLENRIDGE ADD. SEC. 3	STORM SAFE SHELTER, LLC	\$2,850.00
PRSS202402572	2024-06-04	2301 ALAMEDA PARK DR	26	R-1	6	ALAMEDA PARK ADD. SEC. 3	GROUND ZERO SHELTERS	\$2,650.00
PRSS202402604	2024-06-06	205 GREAT OAKS DR	21	R-1	6	ROYAL OAKS ADD. SEC. 6	FLAT SAFE TORNADO SHELTERS	\$3,950.00
PRSS202402613	2024-06-06	3911 YELLOWSTONE DR	24	PUD	6	PINE CREEK ADD	STORM SAFE SHELTER, LLC	\$7,500.00
PRSS202402690	2024-06-10	1705 JACKSON DR	28	R-1	6	ALAMEDA PARK ADD #2	GROUND ZERO SHELTERS	\$2,895.00
PRSS202402721	2024-06-11	3220 EPORA CT	24	PUD	6	MONTE RO RIDGE SEC. 2	STORM SAFE SHELTER, LLC	\$3,000.00
PRSS202402755	2024-06-14	3915 YELLOWSTONE DR	49	PUD	6	PINE CREEK ADD	STORM SAFE SHELTER, LLC	\$7,500.00
PRSS202402757	2024-06-27	820 GOLDEN EAGLE DR	26	R-1	7	EAGLE CLIFF ADD #3	STORM SAFE SHELTER, LLC	\$2,700.00
PRSS202402770	2024-06-14	3021 LINE DR	35	R-1	6	ROYAL OAKS ADD. SEC. 10	STORM SAFE SHELTER, LLC	\$3,800.00
PRSS202402777	2024-06-17	3400 BLUE RIDGE DR	25	RE	5	BLUE RIDGE ACRES	OZ SAFEROOMS	\$9,875.00
PRSS202402788	2024-06-18	3002 ESCALON DR	24	R-1	8	LAS COLINAS ADD. SEC. 1	FLAT SAFE TORNADO SHELTERS	\$3,000.00
PRSS202402801	2024-06-17	1228 BURKSHIRE TER	26	R-1	3	ROCK CREEK POLO CLUB #3	OKLAHOMA SHELTERS	\$3,900.00
PRSS202402818	2024-06-18	2901 SANDSTONE DR	28	R-1	6	ROYAL OAKS 4	STORM SAFE SHELTER, LLC	\$2,800.00
PRSS202402827	2024-06-17	1121 SHADOWLAKE RD	28	RM-2	6	SHADOW LAKE	FLAT SAFE TORNADO SHELTERS	\$3,000.00
PRSS202402870	2024-06-25	3816 YELLOWSTONE DR	24	PUD	6	PINE CREEK ADD	STORM SAFE SHELTER, LLC	\$5,000.00
PRSS202402891	2024-06-21	3105 WISTER RD	30	PUD	8	GREENLEAF TRAILS ADD. SEC. 11	STORM SAFE SHELTER, LLC	\$3,500.00
PRSS202402893	2024-06-21	2100 NORWOOD DR	24	R-1	5	BELLATONA ADD. SEC. 2	STORM SAFE SHELTER, LLC	\$3,000.00
PRSS202402938	2024-06-26	2821 EDGEMERE DR	22	R-1	5	EAST RIDGE ADD. SEC. 19	GROUND ZERO SHELTERS	\$2,645.00
PRSS202402939	2024-06-26	712 PAINTED FOREST RD	24	PUD	6	RED CANYON RANCH SEC. 3	GROUND ZERO SHELTERS	\$4,595.00
PRSS202402971	2024-06-26	3021 RED CEDAR WAY	24	PUD	8	GREENLEAF TRAILS ADD. SEC. 12	STORM SAFE SHELTER, LLC	\$2,500.00
PRSS202402977	2024-06-26	4031 EVANS CT	28	R-1	7	CEDAR LANE SEC. III	STORM SAFE SHELTER, LLC	\$2,500.00
PRSS202402979	2024-06-26	1737 TAINES TURN	24	R-1	7	CEDAR LANE SEC. III	STORM SAFE SHELTER, LLC	\$2,500.00
PRSS202402981	2024-06-26	4005 LLEYTON DR	28	R-1	7	CEDAR LANE SEC. III	STORM SAFE SHELTER, LLC	\$2,500.00
PRSS202402983	2024-06-26	4001 LLEYTON DR	28	R-1	7	CEDAR LANE SEC. III	STORM SAFE SHELTER, LLC	\$2,500.00
28								\$114,910.00
118								\$ 16,235,184.73
Total								





## June 2024 Residential Permit Totals

Reporting Code	Count	Valuation
Multi-Family, Addition / Alteration	3	\$150,852.00
Residential, Accessory Structure	13	\$310,822.14
Residential, Accessory Dwelling Unit	2	\$215,000.00
Residential, Addition / Alteration	15	\$1,001,500.00
Residential, Carport	4	\$23,251.00
Residential, Manufactured Home	1	\$86,952.00
Residential, New Single Family Dwelling	31	\$13,534,495.67
Residential, Pool	6	\$386,500.00
Residential, Solar	15	\$410,901.92
Residential, Storm Shelter	28	\$114,910.00
Water Well	2	0
<b>TOTAL</b>	<b>120</b>	<b>\$16,235,184.73</b>





# Monthly Permit Activity Summary with Details

June 2024 From: (1/1/2024 - 6/30/2024)

Item 3.

		2024		2023	
Group	Category	Permits	Valuation	Permits	Valuation
RESIDENTIAL	Multi-Family, Addition / Alteration	6	\$384,752.00	33	\$448,916.00
	Multi-Family, Demolition	1	\$13,000.00		
	Multi-Family, Fire	2	\$100.00		
	Multi-Family, Foundation Only	1	\$680,000.00	1	\$50,000.00
	Multi-Family, New Multi-Unit Residential	2	\$2,000,000.00	4	\$8,940,000.00
	Multi-Family, Repair	2	\$700,792.00	1	\$619,021.00
	Residential, Accessory Structure	68	\$2,866,396.14	139	\$5,695,401.96
	Residential, Accessory Dwelling Unit	2	\$215,000.00		
	Residential, Addition / Alteration	57	\$3,973,784.70	107	\$7,422,804.00
	Residential, Car Port	19	\$150,689.51	32	\$226,425.57
	Residential, Demolition	13	\$135,500.00	31	
	Residential, Manufactured Home	4	\$136,952.00	10	\$1,488,826.00
	Residential, Manufactured Home Replacement			5	\$464,900.00
	Residential, New Single Family Dwelling	216	\$87,583,321.82	364	\$142,749,195.00
	Residential, New Two Family (duplex)	2	\$445,000.00	8	\$1,334,512.00
	Residential, Pool	44	\$4,076,167.00	97	\$8,675,680.00
	Residential, Repair	11	\$878,221.00	46	\$4,417,476.00
	Residential, Solar	63	\$1,976,017.60	238	\$7,860,681.83
	Residential, Storm Shelter	165	\$686,580.00	340	\$1,369,648.00
	Residential, Water Well	2		29	
	<b>Total</b>	<b>680</b>	<b>\$106,902,273.77</b>	<b>1,485</b>	<b>\$191,763,487.36</b>
NON-RESIDENTIAL	Commercial, Addition / Alteration	65	\$24,584,816.00	125	\$60,201,370.00
	Commercial, Demolition	9	\$295,000.00	7	
	Commercial, Fire	30	\$786,712.43		
	Commercial, Foundation Only	1	\$500,000.00	3	\$1,930,000.00
	Commercial, New Commercial Building	14	\$14,131,765.00	36	\$112,590,200.00
	Commercial, Pool	1	\$250,000.00		
	Commercial, Repair	14	\$8,912,349.00	4	\$2,375,000.00
	Commercial, Solar	1	\$524,405.00		
	Industrial, Fire	1	\$92,000.00		
	Industrial, Foundation Only	1	\$450,000.00		
	Institutional, Addition / Alteration	1	\$2,300,000.00		
	Institutional, Fire	3	\$76,054.00		
	<b>Total</b>	<b>141</b>	<b>\$52,903,101.43</b>	<b>175</b>	<b>\$177,096,570.00</b>
OTHER ACTIVITY	# of New Dwelling Units	252			
	All Field Inspections	13,340		25,516	
	Certificate of Completion (CC)	1,317			
	Certificate of Occupancy (CO)	127		1,116	
	Demo # of Dwelling Units	17			
	Electrical Permit	601		1,730	
	Garage Sale	375		683	
	Mechanical Permit	537		1,716	
	Paving (PRIVATE PROPERTY)	34	\$277,637.00	97	\$1,384,075.00
	Plumbing Permit	734		1,837	
	Public Works	96	\$1,481,846.00		
	Sign	147	\$342,915.00	503	
	Structure Moving	6		23	
	Temporary Structure	8		25	\$326,580.00
	<b>Total</b>	<b>17,591</b>	<b>\$2,102,398.00</b>	<b>33,246</b>	<b>\$1,710,655.00</b>
<b>Total</b>		<b>18,412</b>	<b>\$161,907,773.20</b>	<b>34,906</b>	<b>\$370,570,712.36</b>





## June 2024 Non-Residential Permit Activity

Reporting Code	Permit Number	Date Issued	Address	Sq Ft	Zoning	Ward	Subdivision	Contractor	Tenant	Valuation
Commercial, Addition/Alteration	PRAD202401936	2024-06-25	1000 36TH AVE SE	2434	A-2	1	NOT SUBDIVIDED	MODERN EDGE HOMES, LLC.	TERRA VERDE	\$235,500.00
	PRAD202402597	2024-06-12	2000 W BROOKS ST	125	R-1	2	NOT SUBDIVIDED	MANHATTAN CONSTRUCTION	WHITTIER MIDDLE SCHOOL	\$125,000.00
	PRAD202402608	2024-06-18	329 W BOYD ST	3183	C-3	4	LARSH'S UNIVERSITY ADD	CAVINS CONSTRUCTION, LLC.	MODE CLOTHING STORE	\$125,000.00
	PRAD202402785	2024-06-27	1000 ALAMEDA ST	1173	C-2	4	REPLAT LT 1 BLK 1 CINEMA EAST	BHR BUILDERS, LLC.	H&R BLOCK	\$40,666.00
	PRAD202402880	2024-06-27	1515 W MAIN ST	320	SPUD	2	ROSE ROCK SCHOOL ADDITION	SWIFTCO DEVELOPMENT	ROSE ROCK SCHOOL	\$40,000.00
	PRAD202402955	2024-06-27	668 E LINDSEY ST	80	R-1	7	CITY PROPERTY	MASTEC NETWORK SOLUTIONS	AT&T MOBILITY	\$15,000.00
	PRNALT202304652	2024-06-27	1100 E CONSTITUTION ST 110	2268	C-2	7	NAVEL AIR TECH TR CT	ARRC CONSTRUCTION, LLC.	HEIGHTS GALLERY NORMAN, LLC	\$60,000.00
	PRNALT202304880	2024-06-11	728 S FLOOD AVE	1365	R-1	4	LANDT'S SEC ADD	MANHATTAN CONSTRUCTION	MCKINLEY ELEM.	\$880,000.00
	PRNALT202304881	2024-06-11	1601 MCGEE DR	3921	R-1	2	WESTLAND ADD	MANHATTAN CONSTRUCTION	MONROE ELEM.	\$1,568,750.00
9										\$3,089,916.00
Industrial, Foundation Only	PRFO202402764	2024-06-18	3400 THIEDFORD DR	19200	I-2	8	AMD PLAT OF BLK 1 THIEDFORD ADD	APOLLO BUILDING SYSTEMS	SOUTHWESTERN WIRE	\$450,000.00
	1									\$450,000.00
TOTAL	10									\$ 3,539,916.00





## June 2024 Non-Residential Permit Activity

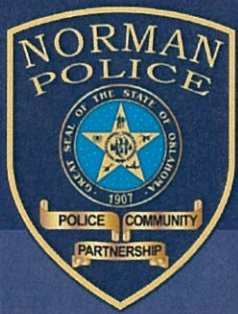
Item 3.

Category	Permits	Valuation
Commercial, Addition / Alteration	9	\$3,089,916.00
Commercial, Foundation Only	1	\$450,000.00
<b>Total</b>	<b>10</b>	<b>\$3,539,916.00</b>



**POLICE 11**





# NORMAN POLICE DEPARTMENT

## MONTHLY DEPARTMENT OVERVIEW

Item 3.



JUNE | 2024

### MONTHLY ACTIVITY OVERVIEW

SUMMARY OF REPORTED OFFENSES	2024	5-YEAR AVERAGE	2023
MURDER	0	0	0
SEXUAL ASSAULTS	11	13	16
ROBBERY	1	3	3
AGGRAVATED ASSAULTS	18	22	22
BURGLARY OF BUILDING	29	37	40
LARCENY/THEFT	204	240	208
MOTOR VEHICLE THEFT	25	34	28
ARSON	0	0	0
KIDNAPPING	4	3	5
FRAUD/FORGERY	54	114	75
DUI/APC	33	26	33
PUBLIC INTOXICATION	47	41	44
RUNAWAYS	55	26	28
DRUG VIOLATIONS	98	49	56
THREATS/HARASSMENT	22	37	34
VANDALISM	66	89	93
OTHER	606	569	566
<b>TOTAL REPORTED OFFENSES</b>	<b>1,273</b>	<b>1,304</b>	<b>1,251</b>
<b>TOTAL ARRESTS:</b>	<b>746</b>	<b>621</b>	<b>685</b>
PROTECTIVE CUSTODY:	98	84	76
<b>TOTAL CASE REPORTS*</b>	<b>990</b>	<b>1,043</b>	<b>970</b>
<b>COLLISIONS</b>	<b>141</b>	<b>154</b>	<b>155</b>
FATALITY	0	0	1
INJURY	49	55	51
NON-INJURY	92	99	103
NUMBER OF PEOPLE INJURED	76	83	73
<b>CITATIONS &amp; WARNINGS</b>	<b>2,181</b>	<b>1,935</b>	<b>2,499</b>
TRAFFIC CITATIONS	925	594	765
TRAFFIC WARNINGS	725	979	1,293
PARKING CITATIONS & WARNINGS	531	362	441



## COMMUNICATIONS CENTER ACTIVITY OVERVIEW

911 CALLS TAKEN: 5,618

NON-EMERGENCY CALLS TAKEN: 14,221

**TOTAL INCOMING CALLS: 19,839**

**TOTAL CALLS FOR SERVICE GENERATED: 12,017**

POLICE CALLS FOR SERVICE: 8,348

OFFICER INITIATED: 3,342

CITIZEN INITIATED: 5,006

OTHER CAD ACTIVITY:

NORMAN FIRE: 1,572

EMSSTAT: 2,097

Officer Initiated Calls for Service  
3,342



Citizen Initiated Calls for Service  
5,006

## INVESTIGATIONS ACTIVITY

CASES OPEN DURING REPORTING PERIOD: 180

CASES ASSIGNED DURING THE CURRENT REPORTING PERIOD: 71

CASES CLOSED DURING REPORTING PERIOD: 448

CLEARED BY ARREST / WARRANT: 6

CLEARED BY EXCEPTION: 33

COP FOLLOW-UP: 4

DEACTIVATED: 339

DEACTIVATED DUE TO STAFFING: 14

MISSING PERSONS RECOVERED: 33

REFERRED INTERNALLY: 19

UNFOUNDED: 0

## ANIMAL WELFARE

INTAKES: 292

LIVE RELEASES: 287

LIVE OUTCOME RATE: 92%

ANIMALS FOSTERED: 127

ANIMALS LICENSED: 61

VOLUNTEER HOURS: 233

## RECORDS

CUSTOMER SERVICE CONTACTS: 2,012

IN-PERSON CONTACTS: 890

PHONE CONTACTS: 609

EMAIL CONTACTS: 513

## DEPARTMENT STAFFING

AUTHORIZED COMMISSIONED: 184

ACTUAL EMPLOYED: 166

AVAILABLE FOR ASSIGNMENT: 145\*\*

AUTHORIZED NON-COMMISSIONED: 76

ACTUAL NON-COMMISSIONED: 68

AVAILABLE FOR ASSIGNMENT: 64\*\*

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

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



## ANIMAL CONTROL 11A



# Norman Animal Welfare Monthly Statistical Report

## June 2024



### IN SHELTER ANIMAL COUNTS

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Beginning	92	123	215	94	110	204	(11)	-5%
Ending	102	171	273	82	115	197	(76)	-28%

### ANIMAL INTAKES

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Stray at Large	120	149	269	93	148	241	(28)	-10%
Owner Relinquish	3	10	13	10	17	27	14	108%
Owner Intended Euth	3	0	3	2	2	4	1	33%
Transfer In	0	0	0	0	0	0	0	#DIV/0!
Other Intakes*	6	0	6	6	1	7	1	17%
Returned Animal	8	1	9	5	8	13	4	44%
<b>TOTAL LIVE INTAKES</b>	<b>140</b>	<b>160</b>	<b>300</b>	<b>116</b>	<b>176</b>	<b>292</b>	<b>(8)</b>	<b>-3%</b>

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

### OTHER STATISTICS

	2023		2024		Comparisons	
	Total		Total		Difference	Percent
Wildlife Collected (DOA)	0	0	0	0	0	#DIV/0!
Dog Collected (DOA)	1	1	0	0	(1)	-100%
Cat Collected (DOA)	1	1	4	4	3	300%
Wildlife Transferred	0	0	0	0	0	#DIV/0!
Intake Horses	1	1	0	0	(1)	-100%
Intake Cows	0	0	0	0	0	#DIV/0!
Intake Goats	0	0	0	0	0	#DIV/0!
Intake Sheep	0	0	0	0	0	#DIV/0!
Intake Rabbits	0	0	14	14	14	#DIV/0!
Intake Pigs	0	0	0	0	0	#DIV/0!
Intake Other	2	2	0	0	(2)	-100%
<b>TOTAL OTHER ITEMS</b>	<b>5</b>	<b>5</b>	<b>18</b>	<b>18</b>	<b>13</b>	<b>260%</b>

### LENGTH OF STAY (DAYS)

	2023	2024
Dog	23.3	21.1
Puppy	12.7	11.5
Cat	17.4	10.5
Kitten	11.3	8.2

### OWNER SURRENDER PENDING INTAKE

	Canine	Feline	Other	Total
Animals	138	34	0	172



# Norman Animal Welfare Monthly Statistical Report

## June 2024



### LIVE ANIMAL OUTCOMES

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Adoption	74	86	160	42	106	148	(12)	-8%
Return To Owner	40	2	42	29	1	30	(12)	-29%
Transferred Out	1	2	3	46	4	50	47	1567%
Returned to Field	0	11	11	0	42	42	31	282%
Returned to Owner in Field	N/A	N/A	N/A	17	0	17		
<b>TOTAL LIVE OUTCOMES</b>	<b>115</b>	<b>101</b>	<b>216</b>	<b>134</b>	<b>153</b>	<b>287</b>	<b>71</b>	<b>33%</b>

### OTHER ANIMAL OUTCOMES

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Died in Care	0	3	3	1	3	4	1	33%
Lost in Care	0	0	0	0	0	0	0	
Shelter Euth	12	8	20	9	12	21	1	5%
Owner Intended Euth	3	0	3	2	2	4	1	33%
<b>TOTAL OTHER OUTCOMES</b>	<b>15</b>	<b>11</b>	<b>26</b>	<b>12</b>	<b>17</b>	<b>29</b>	<b>3</b>	<b>12%</b>

### TOTAL OUTCOMES

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Total Live Outcomes	115	101	216	134	153	287	71	33%
Total Other Outcomes	15	11	26	12	17	29	3	12%
<b>TOTAL OUTCOMES</b>	<b>130</b>	<b>112</b>	<b>242</b>	<b>146</b>	<b>170</b>	<b>316</b>	<b>74</b>	<b>31%</b>

### SHELTER EUTHANASIA DATA

	Canine	Feline	Other	Total	Percentage
Medical - Sick	3	10	0	13	62%
Medical - Injured	0	2	0	2	10%
Behavior - Aggressive	5	0	0	5	24%
Behavior - Other	1	0	0	1	5%
<b>TOTAL EUTHANASIA</b>	<b>9</b>	<b>12</b>	<b>0</b>	<b>21</b>	

### MONTHLY LIVE RELEASE RATE

2023	2024
90.4%	92.0%

*Live Outcomes / (Total Outcomes - Owner Int Euth)*



**PUBLIC WORKS                      12**



DEPARTMENT OF PUBLIC WORKS  
MONTHLY PROGRESS REPORT  
CITY OF NORMAN, OKLAHOMA  
June 2024

**ENGINEERING DIVISION**

**DEVELOPMENT**

The Development Manager processed two (2) Rural Certificates of Survey, one (1) Final Plat and one (1) Short Form Plat for Planning Commission; one (1) Rural Certificate of Survey, two (2) Preliminary Plats, one (1) Final Plat and one (1) Alley Closure to City Council. The Development Engineer reviewed 28 sets of construction plans and four (4) punch lists. There were 148 permits reviewed and/or issued. Fees were collected in the amount of \$9,503.05.

**CAPITAL PROJECTS:**

**James Garner Phase 2 – Acres Street to Flood Avenue:**

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

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

The project involves the following items:

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

As of the last pay application on 5/31/2024, 89% of the total contract amount has been expended. Through 5/31/24, 77% of the contract time had expired.

The contractor's activities this month were as follows:

- *Began installation of landscaping in roundabout*
- *Completed signing and striping installation*
- *Fence installation is nearly complete*
- *Bridge railings, decorative signage, LED lighting and public art piece are being fabricated for installation.*
- *All project paving is complete*
- *Light poles, wiring and conduit are installed awaiting OG&E to install luminaires*

**Porter Avenue Streetscape – Alameda Street to Robinson Street:**

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen transportation improvement projects. Two of the nineteen 2019 bond projects are the Porter Avenue and Acres Street Intersection Bond Project and the Porter Avenue Streetscape 2019 Bond Project. The Porter Avenue Streetscape 2019 Bond Project consists of design and construction of streetscape elements along the Porter Avenue corridor between Robinson Avenue on the north and Alameda Street on the south. The total construction cost for the project is approximately \$5.1 million. Of that, approximately \$2.8 million will be paid by federal grant. The remaining \$2.3 million will be paid for through the City of Norman 2019 Bond Program.

The Oklahoma Department of Transportation conducted a bid opening on October 20, 2022, for the Porter Avenue Streetscape 2019 Bond Project. The low bidder was SAC Services, Inc. of Oklahoma City, Oklahoma. ODOT awarded the project on November 7, 2022. *The project is expected to be complete in July 2024.* The



*Monthly Progress Report*

*Public Works (June 2024)*

Oklahoma Department of Transportation is administering the construction of this project, with the assistance of Atkins.

Proposed improvements include:

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

As of the last pay application on 5/31/2024, 91% of the total contract amount has been expended. Through 5/31/2024, 157% of the contract time has been expended.

The city has imposed a number of restrictions on the contractor in an effort to reduce the impact of the construction on local businesses and traffic along Porter Avenue. Although these restrictions have been successful in mitigating disruption to individual property owners and have allowed larger portions of the roadway to stay open at a given time, they have resulted in extending the overall project duration beyond what was expected at bidding. City staff and ODOT are working together with the contractor to determine a reasonable way to extend the allowable contract time to compensate for these added restrictions to the work. Once that change is implemented, the time used percentage will more closely align with the contract completion. Furthermore, many of the larger cost items in this project, such as lighting, traffic signals, landscaping and roadway paving, are not scheduled to be completed until the very end of the project. This too, helps to account for a portion of the lag between amount spent and time spent. Now that the signal and lighting poles have been delivered, it is expected that over the next month multiple major cost items will be completed bringing the completion percentage more in line with the construction time.

The contractor's activities this month were as follows:

- All paving and striping is complete
- Began installation of decorative landscape monuments
- Began installation of plantings in landscaped beds
- Began installation of electric services for irrigation and decorative lighting

**Sidewalk Programs:**

**FYE 2024 Sidewalk Concrete Projects** This project was awarded to Arroyo's Concrete LLC and is complete. This contract included 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 through June of 2024. This project has been updated to include 56 bus stop installations and/or modifications. As of 6/28/2024, has been completed and final paperwork is now being processed.

**Rock Creek and Ward 7 Sidewalks** This project was awarded to Arroyo's Concrete LLC and is currently complete. This contract included sidewalk repairs and installation along W Rock Creek, College Avenue, George Street and US 77/Classen Boulevard. As of 6/28/2024, has been completed and final paperwork is now being processed.

**Lindsey Street Sidewalk Repair Project** This project is 80% funded through an ACOG grant and is currently in design with EST, 90% plans have been completed and are in review at this time. This project will include removal and replacement of sidewalks, ramps, driveways and pedestrian push button actuators along Lindsey Street from 12<sup>th</sup> Avenue SE to 24<sup>th</sup> Avenue SE on the north and south sides of Lindsey Street. Construction is anticipated to start in the winter/spring of 2025.

**12<sup>th</sup> Ave NE and W Brooks Street Sidewalk Project** This project is 80% funded through an ACOG grant and is currently in design with Garver, 30% plans have been received and are in review at this time. Once review is complete plans will be turned over to ODOT for review and to move the project along to the next phase. This project will include placement of sidewalks, ramps, and driveways along 12<sup>th</sup> Avenue NE from E Robinson



*Monthly Progress Report**Public Works (June 2024)*

Street to E Rock Creek Road and W Brooks Street from S Pickard Avenue to Wylie Road. Construction is anticipated to start in the spring/summer of 2025.

**FYE 2025 Sidewalk Concrete Projects** This project will be awarded to Arroyo's Concrete LLC on 7/9/2024 and will be under construction in August. 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 through June of 2025.

**Flood Multimodal Path** This project was awarded to Parathon Construction and will be under construction mid to late July. This contract includes a 10' wide multi use path along the west side of Flood Avenue from Robinson Street to Tecumseh Road. Construction is expected to be completed December 2024.

**State Highway 9 Multi Use Path** This project is 80% funded through an ACOG grant and is currently in design, 30% plans have been completed and are in review at this time. This project will include the construction of a 10' wide Multi Use Path from 48<sup>th</sup> Ave SE to 72<sup>nd</sup> Ave SE along the north side of State Highway 9. Construction is anticipated to start in the summer of 2025.

**Street Maintenance Bond Programs:****FYE 2024 Street Maintenance Bond – Urban Concrete 1**

Urban Concrete Bid 1 bids were opened on June 22, 2023. Seven bids were received and the contract was awarded on July 25, 2023 to Nash Construction Company in the amount of \$1,340,825.00. The project consists of select panel replacement on existing concrete streets. The project should be completed by June 2024.

The contractor mobilized on October 12, 2023. During the month of June, the contractor completed work on Hidden Hills Road from Brookhaven Boulevard to 36th Avenue NW, Barwick Drive from Brookhaven Boulevard to 36th Avenue NW, and Pembroke Drive from Burlington Drive to Barwick Drive

**FYE 2024 Street Maintenance Bond – Urban Concrete 2**

Urban Concrete Bid 2 bids were opened on June 22, 2023. Seven bids were received and the contract was awarded on July 25, 2023 to Arroyo's Concrete LLC in the amount of \$1,337,100.00. The project consists of select panel replacement on existing concrete streets. The project should be completed by June 2024.

The contractor mobilized on October 13, 2023. During the month of June, the contractor continued work on West Boyd Street between 24th Avenue SW and Garrison Drive.

**FYE 2024 Street Maintenance Bond – Asphalt**

Street Maintenance Bond Asphalt bids were opened January 28, 2024. Five bids were received and the contract was awarded on February 13, 2024, to Silver Star Construction Co., Inc. in the amount of \$1,028,500. The project includes asphalt milling and repaving on 3.1 miles of urban and rural streets. The contractor completed all asphalt paving during the month of May. This project had remaining funds and the contractor was remobilized to complete concrete work to improve conditions on North Peters Avenue between Acres Street and East Frank Street. The work completed included the construction of new inlet structures, new intersection returns, and curb and gutter.

**TRANSIT AND PARKING DIVISION****PUBLIC TRANSIT****Go Norman Transit Plan (City of Norman Transit Long Range Plan Update)**

The Go Norman Transit Plan was approved by resolution by Council on June 22, 2021. On December 13, 2022 Council approved a resolution to alter transit bus service as recommended in the Plan. The route changes were effective October 16, 2023 after many months of implementation work, including the remodel of 320 E. Comanche into the Norman Transit Center. Staff are continuing to move forward on the next steps as recommended in the plan. Recent work includes:

**Go Norman Transit Plan: Vehicle Procurement**

- The City is finalizing the purchase of 5 paratransit vans. After multiple delays due to supply chain issues, corrections to items that failed inspections, and warranty repair items, the first of these vehicles went into service on Monday April 29, 2024. The remaining vehicles have now passed warranty inspections and have been officially accepted by the City. 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



## Monthly Progress Report

### Public Works (June 2024)

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, 2022 transferring an additional \$149,454 to cover the cost increase. FTA grant OK-2020-026 was amended to \$496,157 leaving a local match of \$88,508 (a reduction in the local matching funds of \$34,304 for a total cost of \$584,655.)

- The City is currently in the early stages of purchasing 6 CNG cutaway transit buses for the paratransit fleet. Staff are currently working on developing specifications for these vehicles and anticipate bringing a request to Council this spring for acceptance of the grant and procurement of these vehicles. Below is background on this purchase:
  - On April 11, 2023, Council approved Resolution R-2223-117 authorizing an application to the FTA's Bus and Bus Facilities (5339b) and Low- or No-Emissions Grants program to purchase 6 CNG cutaway transit buses for the paratransit fleet. The proposed cost share per bus is \$129,452 federal (75%) and \$43,151 local match (25%), resulting in \$172,603 total per bus. Thus the proposed cost share for 6 cutaway buses is \$776,714 federal (75%) and \$258,904 local (25%), resulting in a \$1,035,618 total cost for 6 units. On June 26, 2023, the FTA awarded the City's grant application to purchase 6 CNG cutaway buses for fleet replacement without any changes. On June 11, 2024, Council adopted resolution R-2324-149 formally accepting the grant and authorizing the purchase with additional local funding to include designation signage which increases the fleets resiliency allowing these vehicles to be used in fixed-route applications if needed in the future. The revised cost share per bus is \$129,452 federal (72%) and \$50,888 local match (28%), resulting in \$180,340 total per bus. Thus the proposed cost share for 6 cutaway buses is \$776,714 federal (72%) and \$305,326 local (28%), resulting in a \$1,082,040 total cost for 6 units.
- On February 9, 2024, the City Manager approved the purchase of two support vehicles via state contract using funds budgeted for vehicle replacement which were available in the Public Transportation Fund. The EV charging station for these units has been installed and one of the two vehicles have been delivered.

### **New Route Network**

City Transit staff continue to monitor and ensure the smooth transition to the new route network by working with other City staff, EMBARK staff, citizens, local organizations, and Councilmembers to identify and resolve concerns arising from the new route network. A couple of areas have been identified to add bus stops to address some concerns with the route changes. Those are listed below and do not alter the times the routes operate. Visual of these changes can be found attached to this report. Staff will continue working with community partners and EMBARK to analyze other changes that could be implemented.

- Add an outbound and inbound stop on Route 112 on University Blvd, just south of Symmes St. These stops will provide access to destinations in the area, including the McFarlin Food Pantry.
- Add two inbound stops on Route 111 on Triad Village Dr., one just east of 12th Ave SE and the other outside of Wyndam Place Senior Residences.

### **Service Expansion Priorities**

Now that the new route network has been implemented, City Transit staff are reviewing and evaluating the next priorities recommended by the Go Norman Transit Plan. The first three expansion recommendations from a total of eight recommendations are as follows:

- *Priority 1: Sunday Service – This service expansion responds to rider requests for Sunday service. Sunday service span and trip frequencies would match Saturday service levels. Sunday transit service is currently being tested as part of the Norman On-Demand microtransit pilot program.*
- *Priority 2: Increased Frequency on Route 112 – This service expansion upgrades the trip frequency of Route 112 (West Lindsey) from 60 minutes to 30 minutes. Ridership on this route has increased 75-110% since the new route network was implemented. Staff submitted a budget request that was approved in the FYE 2025 budget to implement this priority.*
- *Priority 3: Increased Frequency on Route 110 – This service expansion upgrades the trip frequency of Route 110 (Main St/24th Ave NW) from 60 minutes to 30 minutes. While ridership for this route has decreased 40% since the new route network was implemented, the planned developments along 24th Ave NW are expected to increase ridership along this route as well.*



*Monthly Progress Report**Public Works (June 2024)***Microtransit Pilot Program with Via Transportation – Norman On-Demand**

- Following a study determining how to best establish a microtransit pilot program in Norman, staff conducted a competitive bid process for a turnkey pilot program. Via Transportation's proposal was determined to be the best suited to the needs of Norman. Contract K-2223-164 with Via Transportation was approved unanimously by council on June 27, 2023.
- After discovering the University of Oklahoma was interested in collaborating on microtransit services with the renewal of their SafeRide program, staff worked to amend the agreement with Via to include that collaboration. On August 8, 2023 Council approved both Amendment 1 to contract K-2223-164, and Contract K-2324-50 with the University of Oklahoma for microtransit services.
- Website updates and the end user app both went live on August 16, 2023 and the microtransit service launched as planned on August 21, 2023.
- On April 23, 2024 Council approved amendments to contracts K-2223-164 (AMD2) and K-2324-50 (AMD1) providing for expansion of the existing program for the remainder of the current contract, through August 21, 2024. The expanded zone includes Ed Noble Parkway, Sooner Mall, Robinson Crossing, and more. These changes went into effect on May 1, 2024.
- Staff have developed contract amendments with both Via Transportation and the University of Oklahoma to extend the expanded service through the end of summer 2025. These amendments were approved on the July 9, 2024 Council regular meeting agenda. More details can be found in the attached monthly performance report for this service, named Norman On-Demand.

**Transit Monthly Performance Reports**

Attached are both the EMBARK Norman Performance Report and the Norman On-Demand Performance Report for May 2024.

**STREETS DIVISION****CAPITAL PROJECTS:****EAST FRANKLIN ROAD: 156<sup>TH</sup> AVENUE NE TO 144<sup>TH</sup> AVENUE NE**

Streets crews worked a deep patch at East Franklin Road: 156th Avenue NE to 144th Avenue NE and required 2,231.90 tons of asphalt for the repair.

**144<sup>TH</sup> AVENUE NE: FRANKLIN ROAD TO NORTH END**

Streets crews worked a deep patch at 144th Avenue NE: Franklin Road to North End and required 1,506.69 tons of asphalt for the repair.

**ASPHALT PROJECTS:****OAK FOREST DRIVE AND TIMBERCREST STREET– DEEP PATCH**

Streets crews worked a deep patch at Oak Forest Drive and Timbercrest Street and required 335.02 tons of asphalt for the repair.

**2801 CHELSEA DRIVE – DEEP PATCH**

Streets crews worked a deep patch at 2801 Chelsea Drive and required 25.04 tons of asphalt for the repair.

**CONCRETE PROJECTS:****2801 CHELSEA DRIVE**

Streets crews replaced concrete panels at 2801 Chelsea Drive. This repair required 6 cubic yards of concrete and resulted in over 55 square yards repaired.

**1833 DANFIELD DRIVE**

Streets crews replaced curb & gutter at 1833 Danfield Drive. This repair required 21.50 cubic yards of concrete and resulted in over 129 square yards repaired.

**ROADSIDE OPERATIONS:****ROUTINE POTHOLE PATCHING OPERATIONS**

This month approximately 12.30 tons of asphalt was utilized in routine pothole patching operations.

**MOWING OF ROADSIDE RIGHTS-OF-WAY**

Streets Roadside Mowing crew continued their summer mowing schedule. During June, 2024, 388 miles of rural rights-of way and 3,211,265 sq. ft. of urban rights-of-way were mowed.



## **STORMWATER DIVISION**

### **WORK ORDER RESPONSE**

Stormwater Division received 29 work order requests and closed 28 work orders.

### **INFRASTRUCTURE MAINTENANCE**

The Infrastructure Maintenance Crew

- Removed silt to allow water to drain from the dead end of Overbrook Drive.
- Removed debris from the end of a stormwater pipe at 1101 Dessert Willow Terrace.
- Filled in erosion areas in Eastwood Park for Park Maintenance.
- Cut saplings out of inlets on Murphy Street.
- Painted over graffiti in Normandy Channel.
- Started 200 feet of pipe replacement on Madra Street.
- The Crew checked 369 inlets and cleaned 61 inlets totaling .5 tons of debris removed in Ward 2.

### **CHANNEL MAINTENANCE**

The Channel Maintenance Crew

- Removed debris in Hollywood Channel and pumped water to prepare for Cavins Group removal of unhoused debris.
- Removed fallen tree and debris from Imhoff Channel at 1104 Westbrooke Terrace.
- Removed branches along sidewalk on N Porter Ave.
- Reshaped drainage ditch at 3816 Northridge Road.
- Removed a drift on Crossroads Blvd at bridge.
- Removed debris from Bishop Creek at 906 Mockingbird Ln.
- Removed Tree Limbs along Merkle Channel.
- Cleaned flume at 2504 Anna Lane.
- The Crew checked 133 inlets and cleaned 29 inlets totaling .5 tons of debris removed in Ward 3.

### **URBAN STREET SWEEPING/CAMERA VAN OPERATIONS**

- 309 lane miles were swept in June resulting in the removal of approximately 83.03 tons of debris from various curb-lined streets throughout the city.
- The Camera Crew used the GPS while camera is being repaired.
- The Crew checked 400 inlets and cleaned 123 inlets totaling 2.5 tons of debris removed in Ward 4, 6, and 7.

### **HOLLYWOOD CHANNEL ENVIRONMENTAL CLEANUP**

From June 7 to June 19 Cavins Group was contracted to remove hazardous unhoused debris blocking Hollywood Channel from 1433 Cherry Stone St. to Hollywood Shopping Center.

- 345 hours of labor.
- 4.6 tons of debris removed (including numerous uncapped syringes and glass vials).

### **INLET CLEARING OPERATIONS**

Stormwater crews checked 907 inlets and cleaned 213 inlets totaling 4.5 tons of debris removed in Wards 2, 3, 4, 6 and 7.

### **STORMWATER OKIE LOCATES**

During the month of June 2,706 Call 811 Okie Spots were received. Of those requests, 367 were marked stormwater pipe locates.

## **FLEET DIVISION**

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



Monthly Progress Report  
Public Works (June 2024)

### 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 AssetWorks system. The AssetWorks program then tallies the information and decides on a price-per-gallon for that purchase. The monthly high and the monthly low price-per-gallon for unleaded gasoline and diesel fuel are shown.

### MAINTENANCE REPORT

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

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

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

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

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

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

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

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

### PRODUCTIVITY REPORT

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

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

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



**June 2024**  
**DEVELOPMENT COORDINATION, ENGINEERING**  
**AND PERMIT REVIEW**

**Subdivision Development:**

FYE 2024 Associated Fees

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

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

**City Council Review:**

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

\$ 1,180.00

**Development Committee:**

Final Plats..... 1

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

\$0.00

**Subtotal:**

\$1,180.00

\$ 360.00

\$47,930.00

**Permits Reviewed/Issued:**

(includes Offsite Construction fees)

\*\*Single Family..... 36  
 \*\*\*Commercial..... 7  
 Multi-Family..... 0  
 Addition/Alteration..... 27  
 House Moving..... 1  
 Paving Only..... 14  
 Storage Building..... 15  
 Swimming Pool..... 6  
 Storm Shelters..... 28  
 Public Improvements..... 5  
 Temporary Encroachments..... 1  
 Fire Line Pits/Misc..... 0  
 Franchise Utilities ..... 7  
 Other revenue .....  
 Flood Plain (@\$100.00 each)..... 2

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

\$0.00	\$0.00	
\$200.00	\$0.00	\$2,600.00
\$8,123.05	\$6,092.16	\$79,987.59
\$9,503.05	\$6,452.16	\$129,537.59
28	24	314
4	4	57

\* 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



**June 2024**

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

**KEN DANNER/TODD McLELLAN/JACK BURDETT**

	NUMBER OF INSTANCES	PERCENTAGE ACHIEVED
<i>PI #8</i> PREPARE DEVELOPMENT PUNCH LIST WITHIN 1 DAY OF FINAL INSPECTION	4	100%
<i>PI #10</i> SINGLE FAMILY BLDG PERMIT REVIEW W/I 3 DAYS	36	100%
<i>PI #11</i> COMMERCIAL BLDG PERMIT REVIEW W/I 7 DAYS	7	100%
<i>PI #12</i> CONSTRUCTION PLAN REVIEW W/I 10 DAYS	28	100%
<i>PI #13</i> FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS	2	100%



# PERFORMANCE REPORT

## Summary of Services Table: May 2024

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

EMBARC Norman Service Summary	ADP May FY24	FY24 YTD	FY23 YTD	Service Profile	May FY24	May FY23
Fixed Routes (M-F)	1,359	320,081	253,821	Weekdays	22	22
Fixed Routes (Sat)	687	31,559	24,954	Saturdays	4	4
PLUS (M-F)	93	20,492	20,189	Gamedays	0	0
-Zone 1*	64	15,037	16,978	Holidays	1	1
-Zone 2**	29	5,455	3,211	Weather	6	3
PLUS (Sat)***	18	931	1,099	Fiscal YTD Days	282	281
				Cal. YTD Days	129	127

\*Requires ¾ mile

\*\*Operates only on Weekdays until 7:00 pm

\*\*\*Operates only in Zone 1

## Strategic Performance Measures

MEASURE	FY 24 YTD	FY 24 Targets	
# of Norman fixed-route passenger trips provided	351,640	251,881	■
# of Norman paratransit trips provided	21,423	21,000	■
% of on-time Norman paratransit pick-ups	97.28%	98.58%	●
# of Norman bus passengers per service hour, cumulative	18.56	13.04	■
# of Norman bus passengers per day, average	1,257	800*	●
% of Norman required paratransit pick-ups denied due to capacity	0.00%*	0.00%**	●
% of on-time fixed-route arrivals	66.41%	80.94%	◆

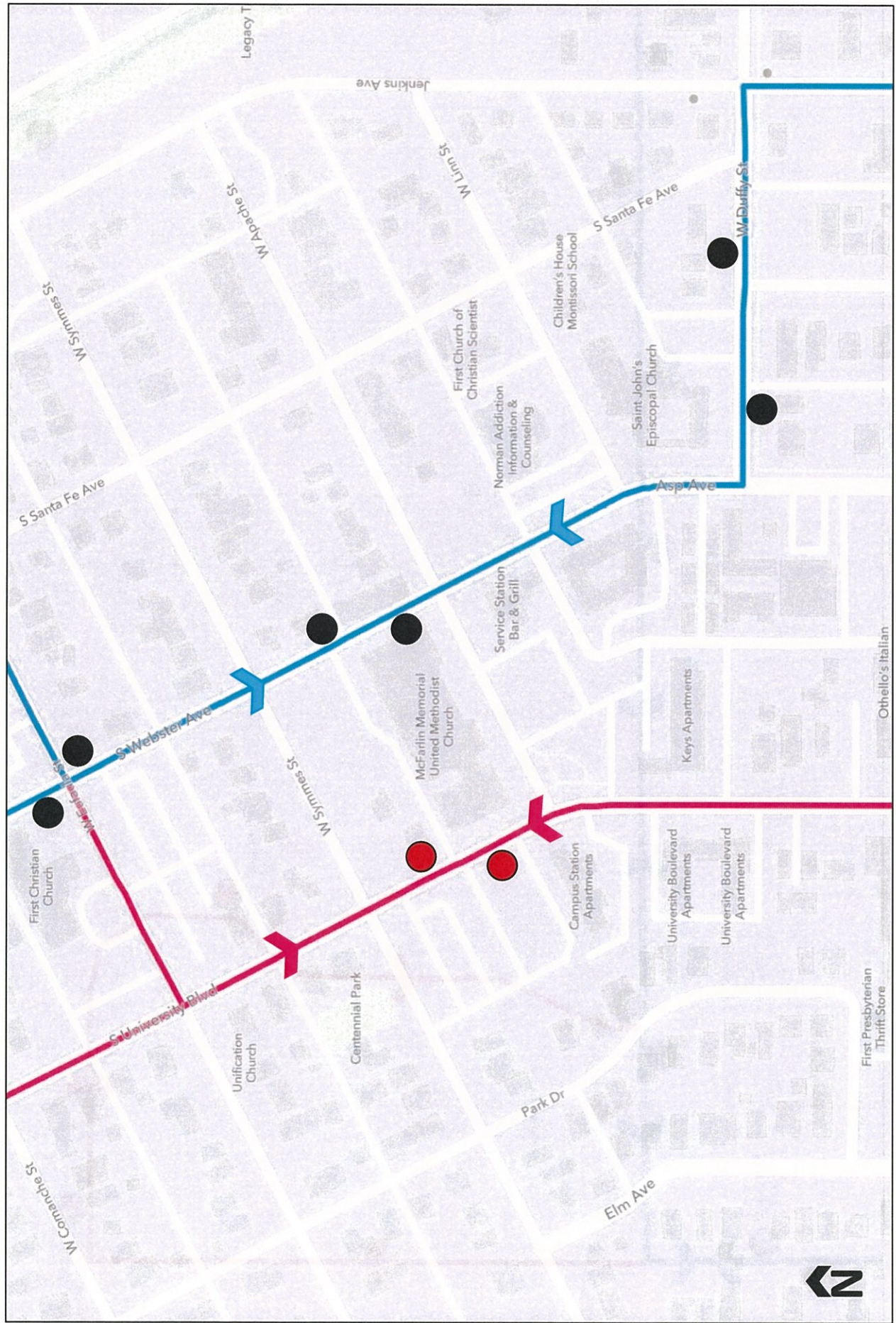
\*These targets are not being tracked in LFR but can be found in the KPI spreadsheet.

\*\*One denial due to capacity was recorded for FY23



# July 2024 – Minor Transit Service Changes

## Route 112 Bus Stop Additions at University Ave/Symmes St



- Current Bus Stops
- New Bus Stops

- Route 112 W Lindsey/36th NW
- Route 112 E Lindsey/Alameda



# July 2024 – Minor Transit Service Changes Route 112 Bus Stop Additions at 12<sup>th</sup> Ave SE/Triad Village Dr



- Current Bus Stops
- New Bus Stops

- Route 111 E Lindsey/Alameda
- Route 111 E Lindsey/Alameda Change





## Performance Report

### Microtransit Pilot Program Performance Report

May 2023

#### Purpose

The Microtransit Pilot Program Performance Report provides a summary of service performance measures used to evaluate the performance of the Norman On-Demand microtransit transportation system for the City of Norman. The performance measures used by staff may change over the course of the pilot program. Initially we will be comparing the key performance indicator goals that were outlined in the request for proposals (RFP) to the data provided from Via for the Norman On-Demand program. These indicators and performance measures include average walking distance, maximum walking distance, average rider wait time, maximum rider wait time, and the percentage of ride requests completed within 20 minute wait time.

#### Service Profile, Hours, and Pricing

Norman On-Demand is a pilot microtransit service which launched for late night and Sunday service in core Norman on August 21, 2023. Norman On-Demand is a turnkey service provided by TransitTech provider Via. The Norman On-Demand app is available on the Apple App Store and the Google Play Store. This service compliments existing public transit service by extending service into the late night hours and during the day on Sundays for a small fee. Because this is a pilot program, there may be changes to service area, hours

Service Hours		Pricing	
Monday-Wednesday	7pm – 1am	First Passenger	\$2.00
Thursday-Saturday	7pm – 3am	Each Additional Passenger	\$1.00
OU SafeRide: Thursday-Saturday	10pm – 3am	OU SafeRide (OU Students using OU email address during SafeRide hours)	Free
Sunday	10am – 6pm		
ADA/Wheelchair Accessible Vehicles available upon request.			

of operations, or other aspects of the service while the City focuses the program to efficiently serve the needs and desires of our community. As of May 1, 2024, the map will extend the west boundary to 36<sup>th</sup> Ave. NW, add one additional vehicle for a total fleet of six, and alter Thurs-Sat hours to end at 1am during 'Summer Hours'.

#### Key Performance Indicator Measures

Measure	Target	May	Service to Date (8/21/23 – 5/31/24)
Average Walking Distance	<0.10 miles	0.06 miles	0.06 miles
Maximum Walking Distance	0.25 miles	0.21 miles	0.32 miles
Average Rider Wait Time*	<15 min	24.7 min	23.4 min
Maximum Rider Wait Time*	20 min	60.6 min*	86.7 min*
Percentage of Ride Requests Completed Within 20min. Wait Time	>80%	46.17%**	48.28%**

\*OU has requested longer available wait times for OU students during SafeRide hours (up to a 2 hour max). This affects the original goal of 20 minutes that was identified in the original Request for Proposals.

\*\*Number of ride requests with 'Completed' status that have a wait time of 20 minutes or less as a percentage of the total number of ride requests with 'Completed' status. This data is skewed by longer available wait times for OU students during SafeRide hours.



## Additional Performance Measures

### Ridership

Norman On-Demand completed 2,567 rides in May 2024, which is a 1.1% increase from the April 2024 total of 2,539. There were a total of 19 completed trips that requested a wheelchair accessible vehicle

(WAV) in the month of May. Ridership per service hour (RPSH) is a ratio of the number of riders making use of the service in relation to how much service is being provided (i.e. one vehicle providing one hour of service would be one 'service hour').

Ridership	May	Service to Date (8/21/23 – 5/31/24)
Total number of passengers	2,567	23,638
Total number of Trips Completed	1,711	15,000
# of Completed Trips Requesting WAV	19	177
Ridership Per Service Hour (RPSH)	5.3	5.7

### Rider Experience

The system includes an automated feedback process where all ride ratings with four stars or fewer that have actual written feedback attached are reviewed by customer support agents. Poor ride ratings

alone are not categorized as complaints. Two rider complaints were reported to Via in the month of May, one regarding driver behavior and the other regarding routing.

Rider Experience	May	Service to Date (8/21/23 – 5/31/24)
Average Ride Duration	10.6 min	9.7 min
Average Ride Distance	3.2 miles	3 miles
Average Ride Rating	4.9 (out of 5 stars)	4.9 (out of 5 stars)

### Program Engagement and Rider Growth

Since the Norman On-Demand App launched on August 21, 2023, a total of 5,351 individual accounts have been created, which is a 8.25% increase over the April 2024 service to date total of 4,943. Of these accounts a little less than half, or 47.8%, have utilized the service at least once. Approximately 24.5% or 1,312 active accounts have completed more than five rides. Riders are also able to call 405-643-8638 to schedule rides without using the App.

Engagement – Service to Date (8/21/23 – 5/31/24)		
App Accounts Created Since Launch	5,351	
OU Accounts	N/A	N/A
Active Accounts*	3,540	66.1%
Rider Accounts**	2,561	47.8%
Repeat Rider Accounts***	2,015	37.6%
*accounts where user has engaged with ride requests at least once		
**accounts with at least 1 completed ride		
***accounts with at least 2 completed rides		

### Accidents and Vehicles

One accident was reported in the month of May. All incidents are reported to City of Norman Transit staff in a timely manner by our provider Via.

All five vehicles were in active service during the month of May, which meets the target fleet availability.



# SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2024

Item 3.

STREET DIVISION					
	FYE 2024 June 2024	FYE 2024 June 2024	Year to Date	Year to Date	FYE 2024
PERFORMANCE INDICATORS	ACTUAL	PERCENT	ACTUAL	PERCENT	PROJECTED
Distribute work order requests to field personnel within one day.	99%	99%	99%	100%	100%
Patch potholes smaller than one cubic foot within 24 hours	100%	100%	100%	100%	95%
(tons of material used)	12.30		129.73		
Overlay/pave 10 miles per year.	1.50	15%	4.50	45%	100%
Replace 2,000 square yards of concrete pavement panels	184.00	9%	3,451.88	173%	100%
Grade all unpaved alleys two (2) times per year. (approximately 210 blocks)	3.00	1%	39.00	9%	100%
Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year	3,211,265.00	25%	30,140,451.00	238%	100%
Mow 148 miles of Rural Right-of-way three times per year	388.00	87%	2,394.00	539%	100%
Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event	-	0%	-	100%	0%
Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event	-	0%	-	100%	0%
Bridge - Maintain 5 non-deficient bridges in a year	100%	100%	100%	100%	100%
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	90%	90%	90%	100%	0%
Capital Program – Complete all selected projects within the same fiscal year		0%	-	95%	0%



SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2024

Item 3.

STORMWATER DIVISION					
	FYE 2024 June, 2024	FYE 2024 June, 2024	Year to Date	Year to Date	FYE24
PERFORMANCE INDICATORS	ACTUAL	PER CENT	ACTUAL	PER CENT	PROJECTED
Respond to stormwater complaints and drainage concerns within 24 hours of the time reported.	99%	99%	99%	99%	99%
Mechanically sweep 500 curb miles per month (lane miles)	309.00	62%	4,456.87	74%	85%
Inspect and clean 100% of the urban drainage inlets three times per year. (approximately 5,000 locations)	907.00	9%	15,685.00	157%	65%
Mow 2,271,548 sq.feet of open drainage ways, six times per year	923,355.00	7%	7,526,834.00	55%	70%
Collect 60 tons of litter annually from drainage channels and R-O-W in Urban and Rural areas	-	0%	-	0%	100%
*Program was transferred to Utilities 7/23	0%				
Permit all floodplain activities as appropriate.	2.00	2%	15.00		100%



**PUBLIC WORKS  
FLEET DIVISION  
ACTIVITY REPORT**

Item 3.

June 2024

IN GALLONS		FUEL REPORT	
FYE 2024			
	<u>UNLEADED PURCHASED</u>	<u>DIESEL PURCHASED</u>	<u>CNG PURCHASED</u>
Internal pumps	21,437.00	20,516.00	26,764.67
Outside - sublet	688.00	358.00	2,092.50
<b>TOTAL</b>	<b>22,125.00</b>	<b>20,874.00</b>	<b>28,857.17</b>
	<u>UNLEADED CONSUMED</u>	<u>DIESEL CONSUMED</u>	<u>CITY CNG CONSUMED</u>
Consumption	22,194.30	20,655.30	2,092.50

FYE 2024 TO DATE CONSUMPTION			
<b>TOTAL</b>	<u>UNLEADED CONSUMED</u>	<u>DIESEL CONSUMED</u>	<u>CITY CNG CONSUMED</u>
Consumption	241,561.52	240,770.64	360,580.86
			40,108.62

INTERNAL PRICE PER GALLON:			
UNLEADED	High	\$2.60	Low
DIESEL	High	\$2.50	Low
CNG	High	\$0.17	Low

EXTERNAL PRICE PER GALLON:			
UNLEADED	High	\$2.69	Low
DIESEL	High	\$2.59	Low
CNG	High	\$2.10	Low

CONSUMABLE PARTS PURCHASED		PUBLIC CNG SALES	
REPAIR PARTS	\$144,541.05	Month Total Public CNG Sales	\$4,392
OILS/FLUIDS	\$5,914.48	FYE 2024 To Date Public Sales	\$84,216
TIRES	\$26,183.56	<b>LIFE TO DATE CNG GAS GALLON EQUIVALENT</b>	
SUBLET REPAIRS	<b>\$14,454.73</b>	Total Sold Gallons Life To Date	1,123,592
<b>TOTAL SPENT ALL Parts/Sublet</b>	<b>\$191,093.82</b>	Total Gross Sales Life To Date	\$1,682,845
		Life To Date CNG Gas Gallon Equivalent	
		Total Public/City Through-Put CNG Gallons @ Station:	3,581,621

Light Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	0	1	79
EMERGENCY ROAD CALLS	6	9	6	158
PM SERVICES	83	87	81	2,165
INCLEMENT WEATHER	0	0	0	9
WORK ORDERS	313	378	161	5,628
SCHEDULED REPAIRS	88	209	97	2,510
NON SCHEDULED REPAIRS	225	169	64	2,166

Heavy Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	0	0	54
EMERGENCY ROAD CALLS	11	19	16	422
PM SERVICES	44	36	40	900
INCLEMENT WEATHER	0	0	0	4
WORK ORDERS	202	221	170	3,912
SCHEDULED REPAIRS	87	87	56	1,063
NON SCHEDULED REPAIRS	155	139	114	2,080

Transit Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	0	0	18
EMERGENCY ROAD CALLS	0	1	0	18
PM SERVICES	8	17	17	292
INCLEMENT WEATHER	0	0	0	1
WORK ORDERS	57	108	84	1,853
SCHEDULED REPAIRS	38	74	81	497
NON SCHEDULED REPAIRS	19	34	3	1,000

EVT Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	0	0	159
EMERGENCY ROAD CALLS	0	0	0	18
PM SERVICES	4	2	5	110
INCLEMENT WEATHER	0	0	0	1
WORK ORDERS	37	66	55	743
SCHEDULED REPAIRS	19	48	32	294
NON SCHEDULED REPAIRS	18	18	23	207

COMBINED SHOPS	CURRENT MONTH	LAST MONTH	TWO MONTHS AGO	YEAR TO DATE
ROAD SERVICE	0	0	1	295
EMERGENCY ROAD CALLS	17	29	23	610
PM SERVICES	139	142	143	3349
INCLEMENT WEATHER	0	0	0	19
WORK ORDERS	609	773	470	11846
SCHEDULED REPAIRS	232	418	266	4297
NON SCHEDULED REPAIRS	417	360	204	5051



**FLEET DIVISION  
INVENTORY  
June 2024**

**FUEL**

WESTWOOD GOLF	218.4	gallons	UNLEADED	@	2.430	\$	530.71
WESTWOOD GOLF	226.9	gallons	DIESEL	@	3.140	\$	712.47
NORTH BASE	4,129.8	gallons	UNLEADED	@	2.580	\$	10,654.78
NORTH BASE	5,624.0	gallons	DIESEL	@	2.430	\$	13,666.27
FIRE STATION #5	336.8	gallons	UNLEADED	@	2.630	\$	885.78
FIRE STATION #5	313.5	gallons	DIESEL	@	2.490	\$	780.62
FIRE STATION #6	351.1	gallons	UNLEADED	@	2.630	\$	923.39
FIRE STATION #6	260.5	gallons	DIESEL	@	2.500	\$	651.25
BULK TANKS	1,200.0	gallons	DIESEL	@	2.430	\$	2,916.00

TOTAL	GALLONS:	DOLLAR:
UNLEADED	5,036.1	\$ 12,994.67
DIESEL	7,624.9	\$ 18,726.60



**PUBLIC WORKS FLEET DIVISION  
PM COMPLIANCE REPORT**

**June FYE 2024**

**Industry Standard Compliance: Not To Exceed 5%**

Item 3.

Department/Division	Number of PMs Scheduled	Number of PMs Completed On Time	Number of PMs Completed LATE	Number of PMs Missed	Current % PENDING	YearToDate Non-Compliance Trend
<b>CITY CLERK</b>						
CITY COUNCIL					0%	0%
BUILDING ADMINISTRATION					0%	100%
<b>MUNICIPAL COURT</b>						
MUNICIPAL COURT					0%	50%
<b>INFORMATION TECHNOLOGY</b>						
INFORMATION TECHNOLOGY					0%	3%
<b>HUMAN RESOURCES</b>						
HUMAN RESOURCES					0%	0%
<b>PLANNING</b>						
PLANNING	2	2			0%	95%
BUILDING INSPECTIONS					0%	0%
CODE COMPLIANCE	3	2		1	33%	91%
<b>PUBLIC WORKS</b>						
ENGINEERING	2	2			0%	76%
STREETS	11	11			0%	89%
STORMWATER	7	7			0%	83%
TRAFFIC	6	4	1		0%	93%
STORMWATER QUALITY					0%	100%
FLEET	16	16			0%	83%
TRANSIT					0%	0%
<b>POLICE</b>						
ANIMAL CONTROL	5		4	5	100%	78%
POLICE ADMINISTRATION	2	1	1	1	50%	77%
POLICE STAFF SERVICES					0%	81%
POLICE CRIMINAL INVESTIGATIONS	4	3		1	25%	98%
POLICE PATROL	26	23	2	3	12%	36%
POLICE SPECIAL INVESTIGATIONS	5	4		1	20%	76%
POLICE EMERGENCY COMMUNICATIONS					0%	100%
<b>FIRE</b>						
FIRE ADMINISTRATION	1	1			0%	50%
FIRE TRAINING					0%	129%
FIRE PREVENTION	4	1	1	2	50%	58%
FIRE SUPPRESSION	4	4			0%	88%
FIRE DISASTER PREPAREDNESS	2	2			0%	86%
<b>PARKS &amp; RECREATION</b>						
PARK MAINTENANCE	20	17	3	1	5%	85%
PARKS & RECREATION					0%	100%
CUSTODIAL					0%	100%
FACILITY MAINTENANCE	8	7		1	13%	54%
PARKS FORESTRY					0%	100%
<b>PUBLIC SAFETY SALES TAX (PSST)</b>						
PSST POLICE PATROL	5	5			0%	90%
PSST POLICE CRIMINAL INVESTIGATIONS	2	2			0%	63%
PSST FIRE SUPPRESSION					0%	100%
<b>CDBG</b>						
PLANNING CDBG					0%	0%
<b>UTILITIES WATER</b>						
UTILITIES ADMINISTRATION	2	1	1	1	50%	80%
WATER TREATMENT PLANT					0%	114%
WATER PLANT					0%	50%
WATER PLANT WELLS	2	2			0%	80%
WATER PLANT LAB					0%	0%
LINE MAINTENANCE ADMIN.					0%	100%
WATER LINE MAINTENANCE	8	4	3	3	38%	97%
UTILITIES INSPECTOR					0%	0%
METER SERVICES					0%	0%
<b>UTILITIES WRF</b>						
WRF ADMIN					0%	100%
WRF INDUSTRIAL					0%	100%
WRF BIOSOLIDS	1	1			0%	92%
WRF OPERATIONS					0%	92%
SEWER LINE MAINTENANCE	9	8	1	1	11%	96%
<b>UTILITIES SANITATION</b>						
SANITATION ADMINISTRATION					0%	0%
SANITATION RESIDENTIAL	18	13	5	1	6%	80%
SANITATION COMMERCIAL	6	6			0%	83%
SANITATION TRANSFER	3	3			0%	95%
SANITATION COMPOST	1		1		0%	100%
SANITATION RECYCLE	1	1			0%	93%
SANITATION YARD WASTE	3	1		2	67%	74%
<b>UTILITIES EVIROMENTAL</b>						
ENVIRONMENTAL & SUSTAINABILITY					0%	3900%
<b>CITYWIDE TOTAL</b>	<b>189</b>	<b>154</b>	<b>23</b>	<b>24</b>	<b>13%</b>	<b>65%</b>



# PUBLIC WORKS FLEET DIVISION PM COMPLIANCE REPORT

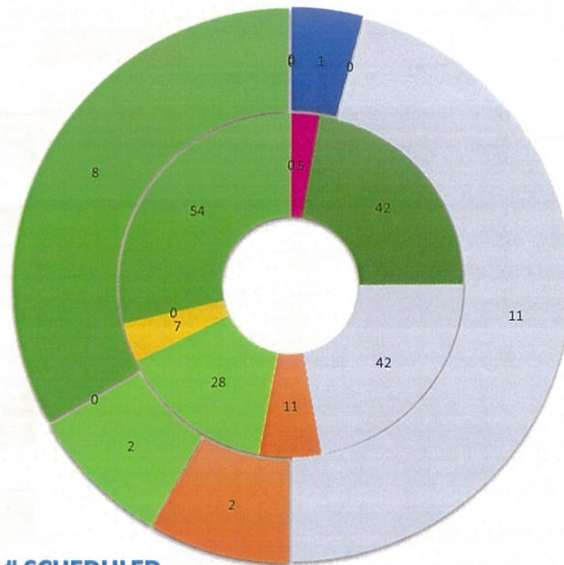
June FYE 2024

Item 3.

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
<b>Parks</b>										
230613	2023 Ford Van	Facility Maintenance	4172	4000	-172	Miles	6/7/2024	Light Repair	PM-C	3/24/2023
<b>Police</b>										
1175	2020 Chevy Tahoe	PD Patrol	42265	40411	-1854	Miles	6/7/2024	Light Repair	PM-C	2/23/2024
986T	2000 Don's Equipment Trailer	Animal Control	62021	61276	-745	Days	5/20/2024	Light Repair	PM-C	10/25/2023
1064	2017 Dodge Durango	Special Investigations	55824	56010	186	Miles	6/21/2024	Light Repair	PM-C	3/21/2023
1069	2007 Honda Ridgeline	Special Investigations	161938	164588	2650	Miles	6/24/2024	Light Repair	PM-C	2/27/2023
1065	2020 Dodge Durango	Criminal Investigations	35875	35154	-721	Miles	6/25/2024	Light Repair	PM-C	12/28/2023
1107	2009 Ford Crown Vic	PD Patrol	95735	97379	1644	Miles	5/28/2024	Light Repair	PM-C	5/31/2023
<b>Fire</b>										
0001	2018 Ford F150	Fire Prevention	76162	63934	-12228	Miles	4/22/2024	Light Repair	PM-N	10/4/2024
<b>Utilities</b>										
381T	2018 Big Tex Trailer	SewerLine Maintenance	7/1/2024	6/10/2024	-21	Days	6/7/2024	Light Repair	PM-A	6/10/2023
0253	2014 Peterbilt 365	Sanitation Yard Waste	12761	12463	-298	Miles	6/12/2024	Heavy Repair	PM-C & PM-T	6/28/2023
0062	2018 Ford F150	WaterLine Maintenance	49831	49788	-43	Miles	6/28/2024	Light Repair	PM-C & PM-G	12/29/2023

## PM Compliance Report June FYE 2024



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

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

Department	Scheduled	Missed/Late	% Late
City Clerk	0	0	0.0%
Municipal Court	0	0	0.0%
Information Technology	0	0	0.0%
Human Resources	0	0	0.0%
Planning	5	1	20.0%
Public Works	42	0	0.0%
Police	42	11	26.2%
Fire	11	2	18.2%
Parks & Rec.	28	2	7.1%
PSST	7	0	0.0%
CDBG	0	0	0.0%
Utilities	54	8	14.8%
<b>Citywide Total</b>	<b>189</b>	<b>24</b>	<b>12.7%</b>



**PUBLIC WORKS  
FLEET DIVISION**  
Technician Productivity  
Report

**FYE 2024**

June 2024

MECHANIC	DIRECT LABOR HOURS	PRODUCTIVITY		INDIVIDUAL PRODUCTIVITY	
		GOAL	ACTUAL	DIFFERENCE	
497	120.07	72%	84.3%	12.3%	
642	120.59	72%	84.4%	12.4%	
1554	112.09	72%	82.9%	10.9%	
1676	117.92	72%	86.9%	14.9%	
2098	122.99	72%	85.4%	13.4%	
2300	110.15	72%	87.5%	15.5%	
2495	125.04	72%	72.5%	0.5%	
2745	123.02	72%	92.7%	20.7%	
3001	114.70	72%	84.3%	12.3%	
3134	0.00	72%	#DIV/0!	#DIV/0!	
3151	130.55	72%	81.0%	9.0%	
3167	81.81	72%	82.3%	10.3%	
3487	106.59	72%	83.8%	11.8%	
3502	79.75	72%	82.5%	10.5%	
3572	136.41	72%	91.0%	19.0%	
3800	120.39	72%	82.2%	10.2%	
3843	136.23	72%	85.2%	13.2%	
3968	144.55	72%	90.1%	18.1%	
4033	120.76	72%	85.5%	13.5%	

**DIRECT LABOR HOURS**

2123.61

**TOTAL AVAILABLE HOURS**

2509.79

**PRODUCTIVITY GOAL**

72.0%

**ACTUAL PRODUCTIVITY**

84.6%



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

JUNE 2024		PROJECTED GOAL	THIS MONTH			YEAR TO DATE		
		Percentage	Number of Requests	Goal Met	Percentage Met	Number of Requests	Goal Met	Percentage Met
Provide initial response to citizen inquiries within 2 days		100%	103	103	100%	1082	1082	100%
Provide information requested by citizens within 7 days		95%	103	103	100%	1076	1076	100%
Complete traffic engineering studies within 45 days.		99%	0	0	100%	34	35	103%
Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days.		95%	30	30	100%	283	283	100%
Worker Hours Per Gallon of Paint Installed.		0.80	Gallons	Worker Hours	Percentage	Gallons	Worker Hours	Percentage
			58	72.5	1.25	1303	494.25	0.38
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
			0.75	6	8.00	25.24	203	9.94
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%	175	175	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
			14	14	100%	208	208	100%
Response to reports of sign damage:	Percentage							
High Priority Stop or Yield Signs within one hour	99%		10	10	100%	139	139	100%
Lower Priority all other signs within one day	90%		45	45	100%	558	558	100%
Street Name Signs within two weeks	90%		28	28	100%	314	314	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
			2816	0	0.00	37384	0	0.00



**UTILITIES 13**



June 2024

**LINE MAINTENANCE:**Waterline Capital Projects

- Beaumont Drive – 100%
- 1357 12<sup>th</sup> NE Avenue – 100%
- Crest Court – 100%
- Barb Court – 100%
- Page Street – 100%
- Crail Drive – 0% Hold – Pending Lead Survey

Staff has completed the Crest Court project. Staff has completed the 12<sup>th</sup> AVE NE project. Staff has completed the Beaumont project. Staff has completed the Page Street project. Crail Project materials have been ordered – project on hold pending lead surveys. Ashton Grove project generator was installed and project closed out. Sutton Place project generator was installed pending scada completion.

Water Line Breaks Total – 5 in June

Water Lines Hit by Contractors – 6 (3-3/4", 2-1", 1-8")

Sewer Line Data

- Total obstruction service requests - 18
- Private Plumbing: 17
- City Infrastructure: 1
- Sanitary Sewer Overflows: 0 on private side, 0 on city side

Lift Station D Flows:

- Days - 30
- Average daily flow: 1.395 MGD
- Total Monthly flow: 41.85 MG

**UTILITIES ENGINEERING:**

Line Maintenance Building (WA0329/WW0329): Project will construct new building for Line Maintenance Division consisting of 60 staff; the existing 11,000 SF building is currently located on North Base property adjacent to the Fleet offices and vehicle servicing areas. This project assumes construction of a new 20,000 SF facility NW of the water treatment plant to house administrative offices, the employee breakroom, fire hydrant/meter repair area as well as areas for numerous water and sewer line repair parts, pump repair parts and a work area for pump repairs and testing. A preliminary meeting was held with City staff to discuss the project and what variances may be required. Additional funding will also be necessary due to the increased cost for the project to meet actual division needs now and into the future. Due to other department priorities, funding for the project was pushed back to FYE 23 so the project has essentially been pushed back one year. Contract K-2122-115 was approved by Council and the Architect and Contractor are working through the process with GMP expected in September 2022. Bid Opening was held on September 7, 2022. 61 bidders submitted bids across the 30 categories of construction work. The total of the Base Bid was approximately \$7.7 Million, including contingencies, insurance, allowances, and other project requirements. Special-use permits were approved by Council on September 27, 2022. Approval of the GMP was held on the October 11, 2022 Council docket. Line Maintenance staff officially moved into the new building on January 4, 2024. A meeting was held on January 11, 2024 to discuss repairs and design changes to the road as a lot of the drainage is not being captured by the stormwater controls. These repairs have been completed and will be paid from the ECOC project. A grand opening was held for the facility on January 29, 2024. Contractors have fixed some punchlist items (addition of manual damper for laundry room and replacement of some panels), but not all items. Those that haven't been fixed are the overhead door issues, drainage, and bracing for soffit trim. We recently received information back from Wallace



regarding options for the concrete walkway/drainage between the Admin and Water Building, but have not made a decision on how to fix the issue. Staff is still holding the rest of their retainage.

Item 3.

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 work was determined to be more than the original contract so Contract Amendment No. 1 was approved to allow for completion of the project. Meshek's work has progressed through Areas 1 – 3 and they are working through Area 4.

AIM Water and Wastewater Master Planning Effort: In combination with the overall comprehensive land use plan, Water and Wastewater master planning efforts are being done to evaluate the current infrastructure, provide input on future development locations, and determine infrastructure needed to support the selected land use alternative(s). RDG, with Garver performing the engineering for water and wastewater efforts, was selected as the consultant for the project. Contract K-2324-46 was awarded to RDG (with Garver as a subconsultant) in July 2023. Initial work has begun by Garver and the first Water and Wastewater Subcommittee meeting was held.

Tangentially, staff worked with Garver and RJN to complete the wastewater collection system flow monitoring necessary for proper calibration of the wastewater model being developed and updated by Garver. The Water/Wastewater Subcommittee met April 12, 2024 and had John Harrington of ACOG as a speaker regarding groundwater. The subcommittee met May 14, 2024 at COMCD to learn more about the lake. The next meeting is scheduled for July 12, 2024.

## **WASTEWATER PROJECTS:**

WRF Reuse Pilot Study (WW0317) – Project is a pilot study designed to consider treatment alternatives to produce highly treated effluent at the WRF suitable for Indirect Potable Reuse (IPR) by discharging it into Lake Thunderbird to supplement Norman's available raw water supply. NUA approved a contract with Garver LLC on February 11, 2020 to design the pilot project for various alternative treatment processes to determine if reuse is feasible and, if so, to recommend the best and most economic treatment technologies for the implementation of a reuse program. In July 2020, NUA approved Amendment No. 1 to Garver's contract which consolidated all pilot study tasks, including procurement/rental of treatment equipment for alternative treatment trains, temporary construction/installation of pilot study equipment and eventual removal of all pilot study equipment, into Garver's contract. During the remainder of 2020, Garver completed pilot study design, and during winter 2020/2021 and spring 2021, temporary construction of Phase I treatment trains, which consisted of one train using an Aqua Nereda patented process and one train using a modified University of Cape Town (mUCT) process was completed. By June 2021, both trains had been commissioned and were operating as intended. As a result, WRF and Garver staff were able to commence the Phase I testing and sampling regimens. In November 2021 and February 2022, skids and trailers containing advanced tertiary processes that were to be pilot tested as part of Phase II and Phase III, respectively, were delivered; temporary construction needed to place them into service was completed; and Phase II and Phase III testing and sampling regimens commenced. Phases I, II, and III and all associated testing and sampling were completed as of June 1, 2022, and Garver's construction subcontractor completed removal of all temporary process equipment by late summer 2022. A first draft copy of the engineering report was submitted for review in December 2022. A second draft was submitted to NUA and, informally, to Oklahoma Department of Environmental Quality (ODEQ) in March 2023. For the rest of 2023, Garver convened regular meetings with ODEQ to review the draft report findings and conclusions in detail, and on March 18, 2023, ODEQ issued a letter of "support" for the results of the pilot study. As per their Contract, Garver has now submitted the report to a team of independent industry experts who will review and also approve the report's conclusions, at which point, the report will be considered final. This review is expected to require several more months.



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

In October 2021, NUA learned that it has been awarded a second grant from BOR, a green infrastructure grant to evaluate what role a constructed wetland could play in further improving quality of stormwater and/or effluent water entering Lake Thunderbird as part of the future reuse program that is the subject of the pilot study. This grant includes \$209,824 worth of in-kind funds from various federal agency resources to be expended in (Federal) Fiscal Years 2022 through 2024 for research and investigations, and grant 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. The project was officially kicked off in early November 2021, and work (research and data gathering) is ongoing. A workshop to review alternatives and select the best has been tentatively scheduled for August 2024. If funding beyond fiscal year 2024 (which ends on September 30, 2024) is authorized, design and construction of a pilot constructed wetland may occur starting in October 2024 and continuing through the remainder of fiscal year 2025 (i.e. through September 30, 2025).

In April 2022, NUA learned that a third grant from BOR associated with possible IPR 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 and forecasts and data specific to Lake Thunderbird and its watershed to create a preliminary model that will furnish predictions on the theoretical best times, quantities, and manner for adding supplemental IPR flows to the lake. This would allow both for the best possible economic evaluation of infrastructure alternatives for a future IPR program but also for the efficient management of such a future IPR program if/when one is implemented. A resolution authorizing acceptance of the grant was approved by City Council in September 2022, and a Contract with Garver in the amount of \$196,190 (of which \$148,339.00 would be reimbursable from BOR Applied Science Grant) was approved by City Council on March 14, 2023. During the remainder of 2023 and continuing into the Spring of 2024, Garver and their subconsultants completed research and created the PLOT, and, on June 11, 2024, they convened a workshop presenting the preliminary conclusions. Based on the workshop, Norman requested that additional information and analysis be provided to clarify some minor questions before a final report is issued. Garver should address these issues and furnish a final report on or about August 30, 2024.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF Dewatering Centrifuge Replacement (WW0326) – Project will replace dewatering centrifuges at WRF. Existing centrifuges are approaching the end of their useful lives, and, consequently, they need excessive maintenance, regular major repairs and increasing polymer feed rates to achieve necessary sludge quality. Moreover, poor service provided by manufacturer often results in extended downtime before necessary repairs are completed. NUA approved a Contract with Garver, LLC on December 8, 2020 to prepare a design to replace centrifuges, and design for this project commenced immediately thereafter. Throughout 2021, manufacturers of several different dewatering technologies ran demonstration tests that were observed by Garver, WRF and NUA Engineering staff, and WRF and NUA Engineering staff also made several site visits to wastewater treatment plants in the region to observe equipment by other manufacturers/technologies in operation. Based on these demonstrations and site visits, Garver issued a Final Version of the Preliminary Engineering Report in November 2021 recommending hydraulic drive centrifuges as the technology for this project. During winter and spring 2022, Garver and NUA met with representatives from most of the reputable centrifuge manufacturers in the industry to learn more about their equipment and, just as importantly, to learn about their manufacturing and service infrastructure. Based on these meetings, three (3) manufacturers were approved for inclusion in the bidding documents.

Garver completed and submitted 60% design documents for review in August 2022 and 90% design documents in January 2023 with design review meetings convening two weeks after each submission. In March 2023, ODEQ Permit to Construct application was submitted to ODEQ and the permit was issued in April 2023. Also, in April 2023, NUA learned that it has been approved for a federal community funding grant for FYE September 30, 2024 in the amount of \$5,000,000.00 for this project. However, because the Federal Budget for FY 2024 is not yet approved, funds for the grant have not been earmarked and EPA has not allocated them, and there is no certainty on when or if these funds



will be approved. Because of the critical nature of this project and based on conversations with EPA and with grant experts at Garver, it has been determined that the best course of action for Norman Utilities Authority is to bid the project now and include all requirements for EPA Community Grant projects in the bidding documents. EPA has advised that, as long as the contract meets their requirements for the grant, we can apply for the funds at whatever time in the future they are officially allocated. EPA should then be able to approve "after the fact" and Norman Utilities can seek reimbursement for funds already spent at that point.

Based on further discussions, an additional concern arose based on the fact that until funding is approved by Congress, exact details of grant requirements will remain uncertain. Garver advised and EPA Community Grant staff affirmed that, for grants issued up to and including Fiscal Year 2024, if project is receiving funding via another Federal Program and project meets requirements of that program, EPA Community Grants will approve project on that basis. As a result, NUA has applied for and received a Clean Water State Revolving Fund (CWSRF) loan from Oklahoma Water Resources Board (OWRB). The loan request was worded to also cover other planned projects at the WRF so, assuming EPA Community Grant is eventually made, the CWSRF loan funds will be directed to those other projects as well. OWRB has advised that, as with the EPA Community Grant, the project could start before the loan was granted. Then, once approved, NUA could immediately start seeking reimbursement for all work completed on the project prior to loan approval. It should also be noted that the use of CWSRF loans for upcoming capital projects at the WRF was recommended by the Raftelis report for upcoming wastewater capital spending.

Based on the above-described EPA Community Grant and CWSRF loan processes and timing and the critical nature of this project, NUA chose to proceed with bidding and obtain reimbursement from EPA and/or CWSRF when those financial instruments were approved. As a result, project was advertised on August 30, 2023 and bids were opened on Thursday, October 19, 2023. Crossland Heavy Contractors were deemed the lowest and best Bidder with a base bid in the amount of \$3,320,000, and Contract was awarded at the November 28, 2023 Council Meeting. Pre-Work Meeting convened in December 2023. Notice to Proceed was issued in January 2024, and shop drawing review and procurement processes are ongoing. Based on current lead times for dewatering equipment, construction should be complete in July 2025.

In March 2024, NUA received confirmation that the EPA Community Funding Grant in the amount of \$5,000,000 had been officially authorized and funded. However, the grant included a strict Buy America Build America (BABA) clause while the project bidding documents and thus the resultant contract with Crossland Heavy Contractors did not include this requirement. Between April and June 2024, NUA convened numerous meetings with EPA and Garver to determine the appropriate path forward that would allow NUA to accept this grant. Based on EPA input, NUA is pursuing two parallel paths to achieve this goal: (1). Obtain a waiver from EPA from the BABA requirement for this project; or (2). Obtain approval of a "Technical Correction" from EPA that will allow some or all funding from the grant to be expended on two other critical projects at the WRF. These two paths are not mutually exclusive so, if both are achieved, excess grant funding over the cost of this project will be allocated to the other projects. If latter is achieved but not the former, all funding would go to those other projects and a combination of internally-generated funds and CWSRF loan funds will be used to fund this project. In either case, work on this project will continue to proceed as described by the milestone dates below.

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.

Item 3.

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

During August 2022, Greeley Hansen submitted 95% design documents. At time of submittal, it was agreed that a design review meeting would convene in February/March 2023 so that all comments and corrections noted can be addressed at one time just prior to advertisement, which was then projected to occur in May 2023. Since that time, the decision has been made to defer construction of this project until fiscal year FYE26. Assuming the project is not deferred again, bidding documents will be finalized in time to advertise in May 2025. Bids would then be opened in June 2025, and Contracts Awarded at the first Council Meeting in July 2025. Construction would then take one calendar year to June 2026.

As noted in the discussion for WRF Dewatering Centrifuge Replacement (WW0326) project, NUA recently received an EPA Community Grant in the amount of \$5,000,000 and is currently seeking both a waiver so grant could still be used for that project and a "Technical Change" that would allow grant funding to be used for additional projects at the WRF, including this one. If either (or both) are approved, it could free up funding to be used for this project sooner than July 2025, and, based on expected date for EPA's decisions, this could happen as soon as late July 2024. For now, the milestone dates shown below assume construction contract award in July 2025. If/when funding is made available for this project at an earlier date, the milestone dates will be updated.

Engineer: Greely and Hansen LLC (Ana Staggs)

WRF Digester #3 Roof Replacement (WW0336): The existing roof for Digester 3 has reached the end of its useful life and has experienced high rates of failure that warrant a project to upgrade the existing facility. Funding in FYE 24 is for an evaluation of Digester 3 and the roof. Future funding will be used to upgrade and rehabilitate the digester to extend the useful life of the asset. The operating impact of this project is that a full rehabilitation or replacement of the digester roof will more efficiently use funds rather than reactively repairing the roof when it fails.

As of May 2024, there will no longer be an exterior plate of metal welded over the leak in the roof of the digester due to safety concerns with respect to the gases escaping the leak. Garver, a consulting engineering firm, is preparing a work order for the internal assessment of the digester.

As of June 2024, contractors are arriving onsite in July to cleanout another digester per an existing agreement and will assess costs for a cleanout of Digester #3 and provide a quote while they are onsite. Garver will still provide a work order for the internal assessment, and are currently working on how they would approach the internal assessment.

Engineer: Garver – On-Call services

Lift Station D Force Main Replacement (WW0091): Another portion of the Lift Station D 16" ductile iron force main along 12th Ave N.E. is severely deteriorated and in need of replacement. Approximately 3,500 feet of this force main to just south of Rock Creek Road was replaced with 20-inch PVC in 2009. The area needing replacement because of continued breaks is on the west side of 12th from the end of the previous project to the point where it begins to gravity flow near the 12th Avenue Recreation Center. The project is expected to require 2,300 feet of new 20-inch piping, three air release vaults, and a new receiving manhole. After discussions with the Parks Department, the City of Norman will continue to lease the property needed for this project and will not purchase the property outright. Therefore, the project was kicked back off to identify the best alignment and then move forward to final design,



easement acquisition (as necessary), bidding and construction. The pipe has been completely installed and is currently in service. Final acceptance occurred on January 23, 2024. This will be the final report for this item.

Engineer: PEC, Inc. (Chris Grizer)

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

Engineer: Garver, Inc. (Steve Rice)

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

Engineer: Olsson, Inc. (Kevin Rood)

Sewer Maintenance Project FYE18 (WW0316): Annual project will replace about 27,800 feet of deteriorated sewer lines with High Density Polyethylene (HDPE) pipe and rehabilitate or replace about 108 manholes. Project area is bounded by Westbrook Terrace to the north, McGee to the west, Highway 9 to the south and Berry Road to the east. Staff completed review of plans and final plans. Line Maintenance staff requested 4 small areas be added to the scope of work. Final plans including additional areas were completed. As of July 11, 2024, contract documents and sheets are being compiled for bidding.

Engineer: Staff with assistance from Lemke Surveying

Sewer Maintenance Project FYE19 (WW0321): In 2001, the citizens of Norman approved a five-dollar per month sewer maintenance fee to provide for the systematic replacement of aged and deteriorating neighborhood sewer lines. The FYE 2019 study area is generally bounded by Lindsey Street and Timberdell Road and 24th Avenue SW and South Berry Road. Project will replace approximately 31,000 LF of 8" and 12" sanitary sewer lines using pipe-bursting techniques, and rehabilitate an additional 1,000 LF of 8" sanitary sewer lines using cast-in-place pipe lining techniques along with rehabilitation or replacement of 160 manholes and 610 services.

On November 30, 2021, City Council approved the use of on-call Contracts of Parkhill and Lemke Land Surveying to prepare bidding documents for this project. During May 2023, a preliminary set of plans was submitted for City of Norman review and a review meeting convened and in July 2023, 95% plans were submitted and a review meeting convened. Final Plans and Bidding Documents were completed and project was advertised on September 14, 2023. Bids were opened on October 5, 2023, and Krapff-Reynolds Construction Co. (KRCC) has been deemed the lowest and best bidder with a base bid plus bid alternate cost of \$5,468,900.50. City Council approved Contract Award on



November 14, 2023. A Pre-Work Meeting convened in January 2024. After an extended procurement process, KRCC mobilized to the project in late March 2024, and sanitary sewer replacement and manhole rehabilitation is ongoing. As of the end of June 2024, the Work is nearly 20% complete and remains generally on schedule for completion in the Summer of 2025.

Engineer: Parkhill

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

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

Water Reclamation Facility (WRF) PFAS and Microplastics Fate and Transport: New regulations for PFAS are being promulgated by the EPA for drinking water but future regulations for wastewater effluent and biosolids are envisioned as well. To get information ahead of future rules for wastewater, this project will sample for PFAS and microplastics at locations throughout the WRF to determine levels through each process, PFAS formation or removal, and percentages of materials within liquid effluent or biosolids. Funding for this work will be from a loan from the Oklahoma Water Resources Board with 100 percent loan forgiveness (i.e., no ratepayer funds to be used). Staff finalized scope and contract with Garver and NUA approved contract June 25, 2024. A kickoff meeting is scheduled for July 11, 2024.

Engineer: Garver (Bryce Callies)

Ashton Grove Lift Station Basin Study (WW0341): On April 9, 2024, the Norman Utilities Authority approved Contract K-2324-168 with Dukes Root Control, Inc. for \$118,794.72 to assess sewer line conditions in the Ashton Grove Lift Station Basin, located east of 48th Avenue NW and south of West Rock Creek Road. The study includes several forms of assessment, including utilizing a sewer line rapid assessment tool (SLRAT) for line assessment, manhole inspections, and flow tracking using 36 iTrackers to be placed in manholes throughout the project area. All assessments and field work completed in May 2024. During the 60-day iTracker period, the City has experienced several heavy rainfall events and will only need a 60-day period for the study instead of a 90-day period to gather sufficient inflow data.

60-day iTracker period ends July 15. During the week of July 15<sup>th</sup>, Duke's staff will begin pulling the iTrackers and preparing the report.

Water Reclamation Facility (WRF) Aeration Blower Replacements: The WRF has been in need of replacing two turbo blowers and outdated centrifugal blowers that supply the aeration basin with air for multiple years. The current turbo blowers have significant issues operating during the hottest portion of the year, and their replacements are already on-site. It is expected for the winning contractor to quickly install the new turbo blowers, but it could take upwards of a year or more to procure the other centrifugal blowers being replaced. This project also includes intake improvements for the turbo blowers and point repairs for leaks along the aeration main. Garver is the consultant on this project, and as of May 30 2024 bid opening, Crossland Heavy submitted the lowest bid, but bid award is still pending review.



In June 2024, EPA funding was authorized for this project. The authorization of the funding source is significant as this project must now meet all of the EPA requirements for funding. The project was bid with anticipation of using these funds, and now that funding is secured the project may proceed as anticipated.

Engineer: Garver (Michael Nguyen)

## **WATER PROJECTS:**

Jenkins Avenue Waterline Replacement (WA0353): This project will replace approximately 2,500 feet of existing 6-inch waterline with new 12-inch waterline in concert with the planned widening of Jenkins Avenue through the City of Norman Public Works Department. This project will also design a 1,000-foot extension of the Segment D transmission line recommended by the 2003 water 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. ROW issues have now been resolved.

## 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 (NHCL<sub>2</sub>) should be found throughout all parts of the system in the future. In addition, maximum contaminant levels (MCLs) of total chromium and arsenic may be lowered by EPA, and a new MCL for hexavalent chromium may be established in the future, thus requiring additional treatment for the groundwater wells. NUA entered into a contract with Carollo Engineering, Inc. on June 22, 2021 in the amount of \$95,090 to develop preliminary layouts for the future build-out of the facility including immediate needs and future treatment processes. The Notice to Proceed date was set for June 29, 2021 and a kick-off meeting and site field investigations are scheduled to be held on July 21, 2021. Staff met with SRB, LLC this month to obtain assistance for acquiring the land needed for the blending location which includes review of property records, survey and map, and negotiation assistance. A Purchase Order was created for \$16,200 for these services, and a 28-acre parcel of land was approved to be purchased by Council on February 22, 2022 in the amount of \$800,000. This 28-acres, which became for sale in 2021, is located near a potential site that was evaluated as being in a more favorable location based on the layout of our wellfield, as indicated by a hydraulic model conducted by Plummer Associates, LLC. A final Technical Memo was received from Carollo in August 2022 and was sent to Plummer. This memo will be utilized by Plummer to determine the layout and modeling needed for the preliminary disinfection system. The engineering contract with Plummer for design of the disinfection system was approved by Council on October 11, 2022 in the amount of \$528,900. Staff had a kick-off meeting on November 1, 2022 with engineers. Staff held the chlorine demand and disinfection byproducts testing on December 19, 2022 at the WTP. No DBPs were detected and demand was very low, as expected. Engineers are working on completing 90% plans and incorporation of some additional design elements following the public meeting held in December. Architects are working on getting renderings from the street view and nearby properties to show a more accurate depiction of what nearby homeowners would see when the berms are added around the facility. An additional sum of \$49,286 was added to the contract for work needed to improve the design following public comments. Engineers came by this month to take a look at the sludge residual material and the location of the existing berms that were created using the residuals. They think it would work for the GW Blending Site berms but are wanting additional testing done. Renderings are scheduled to be received by the end of this week.



Site Evaluation Engineer: Carollo Engineering, Inc. (Tom Crowley & Rebecca Poole)  
 Land Acquisition: Smith Roberts Baldischwiler (Bryan Mitchell)  
 Disinfection System Engineer: Plummer Associates (Alan Swartz)

James Garner Ave Waterline Replacement from Main to Duffy (WA0338): This project will replace the aging 6, 8, 12, and 16-inch waterlines between Main Street and Duffy Street along James Garner Avenue in conjunction with the Public Works Department James Garner Avenue Streetscape project currently being designed by Cowan Group Engineering, LLC. The waterlines in this area are over 50 years old and have experienced failures that disrupt water service and traffic flows. Replacement of these waterlines prior to the surface improvements would ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacements work. NUA entered into a contract with Cowan Group Engineering, LLC in the amount of \$93,800 on June 22, 2021. A contract transmittal was sent with a start date of June 29, 2021. A kick-off meeting was held February 15, 2022 after 60% streetscape plans were completed. Funding for the streetscape work has still not been determined. This funding will determine when the waterline project needs to begin and end. The waterline will need to be completed before the roadway work begins. Final design is expected to be complete July 2024.

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 Cabbiness Engineering, LLC (Garver Engineering) in February 2021 in the amount of \$58,100. Staff received final design plans and sent an invitation to bid to the *Norman Transcript* for publication on December 23, 2021 and December 30, 2021. A mandatory pre-bid was held on January 4, 2022 and the bid opening will be held on January 20, 2022. Bids were opened on February 3, 2022 and four contractors submitted bids. Cimarron Construction Company, LLC submitted the lowest and best bid for the Base Bid and Alternate B at \$2,039,328. The Contract and Bonds were signed and approved by Council on February 22, 2022. A kick-off meeting was held on March 4, 2022. City staff and the Engineer are in the process of reviewing submittals provided by the Contractor. The Engineer is also working on getting a final conformed set of plans together showing the alternate bid that was awarded. Construction start date for the Notice-to-Proceed was March 14, 2022. Rather than a number of days for construction completion, this project has an end date for construction of July 15, 2022. This is to ensure the waterline work is finished prior to the streetscape work. Work began on March 14, 2022. A final change order and pay app was approved by Council on November 22, 2022. As-builts were recently received from the Engineer who noticed the new waterline conflicted with a few future light poles and future storm drain that will be constructed by Public Works. Adjustments will be made to the light pole design by Public Works. Line Maintenance potholed and took accurate elevations of the waterline in these areas. Utilities staff attended the pre-work meeting for the streetscape project, which has a start date of April 3, 2023. Their contractors will start on the south end and move their way north. They will let us know when they have the far west lane close at Himes so that we can contact Cimarron to install the missing bends needed for a new storm drain. The light poles that will be in conflict with our waterline will be moved a few feet in the field to accommodate these conflicts. Staff was notified by Public Works that their contractors will be at Porter and Himes this month and they were wanting our bends installed before they get there. A field meeting was held on November 28, 2023 and contractors started excavating the waterline on December 4, 2023. A conversation was held as to what kind of replacement Public Works would want from us since they'll be coming back and milling and laying asphalt in addition to addition of a new storm sewer. Staff and contractors had a field meeting on December 5, 2023 and it was determined that our waterline is actually deep enough that bends will not be necessary, even though the Engineer drew the asbuilts showing out waterline going through the future stormwater pipe. Our contractors were instructed that the bends will not be needed and are installing full depth asphalt for most of the area per Public Works instruction. Staff is waiting on the invoice from the contractors for work they did excavating and refilling the trench for the bends that were ultimately not installed. Once an invoice is received, staff will close out the project.

Engineer: Garver Engineering (Bret Cabbiness/Sean Price)



#### Water Treatment Plant Carbon Dioxide Tank Replacement (WA0374):

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

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

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

#### Southlake Addition Waterline Replacement (WA0352):

This project will replace approximately 7,500 linear feet of aging waterlines within the Southlake Addition, which is located between Cedar Lane and State Highway 9, just east of Classen Blvd (SH 77). The existing lines are ductile iron pipe that were installed in the 1980s and have experienced a significant amount of corrosion, causing a significant number of breaks impacting water service to the neighborhood. This project will install replacement 8-inch mains to replace the existing lines, along with minimal amounts of 6-inch for small streets and short dead-end lines, and will then reconnect services for the residents. A Request for Proposals (RFP) for this project was published in the Norman Transcript on July 15, 2021. Staff received 18 proposals on August 5, 2021. Staff reviewed each proposal and selected a firm using the ranking criteria listed in the RFP. Smith Roberts Baldischwiler (SRB) ranked the highest and was



selected for the project and a contract in the amount of \$59,000 was awarded on November 9, 2021. Line Maintenance potholed 27 locations (approximately 20%) in this neighborhood to determine if lead service line replacement will be necessary. All service lines potholed were found to be made of copper. Bids were opened on July 13, 2023 where Cimarron Construction Company was the low bidder at \$2,631,347.00. This number includes replacement of Southlake Addition waterlines as well as waterlines at 1932 E Lindsey Street that have had frequent breaks in the last fiscal year, for which Line Maintenance has had to temporarily repair. A contract with Cimarron Construction Co. was approved by City Council on August 8, 2023. A pre-construction meeting was held on August 29, 2023. All punch list items have been completed at the apartment complex. Contractors have pulled off for another project but will be back in May to start work on the Southlake addition. Staff is still working on getting easements acquired from the Cervi properties nearby the Southlake addition.

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

Bids were opened for Phase I on June 13, 2019 and SW Water Works was low bidder at \$828,112. NUA approved contract June 25, 2019 and construction began July 8, 2019. Crews completed last concrete pours November 5, 2019. A final walk through by staff was performed on November 8, 2019, and NUA approved final as-bid to as-built quantities change order on January 28, 2020.

In March 2020, 2021, 2022, and 2023, Phase II was delayed until the following Spring each year. Phase II was advertised on March 7, 2024 and bids were opened on March 28, 2024. Southwest Water Works (SWWW) of Oklahoma City, Oklahoma was the apparent low bidder with a base bid of \$3,250,256. City Council authorized Contract Award on April 9, 2024, and immediately after Contract Award, Notice to Proceed with shop drawings and material procurement was issued. As per Contract, Notice to Proceed with Construction was issued on May 13, 2024 (Monday after OU's Spring 2024 Graduation Weekend), and work commenced immediately. By the end of June 2024, Work was approximately 60% complete including all work on Elm Street and College Avenue, which have been reopened to unrestricted traffic, and is generally on schedule to be complete by the Contract Completion Date of August 4, 2024, which is the day before the official start of OU sorority and fraternity rush for the Fall 2024 semester.

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

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

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



furnished authorization to encroach on their easements on the VA and McCarty properties. As a result, Jacobs is not able to proceed with final design and acquisition of easements so project may be readied for bid.

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

In May 2023, Jacobs advised that they were preparing a request for a contract amendment for various perceived extras encountered during design to date, and they expected to submit this request within a few weeks. NUA agreed to review the details of the request upon receipt, but did not necessarily agree that an amendment of any amount was merited. To date, this request has not been submitted. If, upon receipt and review, NUA finds an amendment is merited, final costs would likely be negotiated during December 2023 and the Amendment submitted for City Council approval in January 2024.

Assuming project is not deferred, project is expected to advertise as soon as easements can be completed and Permits issued. Finalizing easements and master meter agreements and obtaining permits is likely continue into Summer 2024 with Bidding and Contract Award to follow in Fall 2024. Construction would then continue until late Summer 2025.

Engineer: Jacobs Engineering (Arun Srinivasan)

Robinson Water Tower Resurfacing (WA0382), Lindsey Water Tower Resurfacing or Demolition (WA0182), and Non-Potable Water Expansion Study: Lindsey Tower was decommissioned approximately 10 years ago because it is not tall enough to act as viable potable water system storage at current system operating pressures. However, before receiving bids to demolish the tank, In 2020, the coatings on the tower began to show signs of deterioration. For this reason, Dunham Engineering evaluated the condition of the tank in the Fall of 2020, and they determined that the underlying steel was in good condition and the tank could be repainted and recommissioned for many years of additional service if needed. In July 2021, NUA requested that Dunham provide a proposed scope and fee for Lindsey Water Tower rehabilitation. Dunham submitted their proposed scope and fee in early October 2021. Scope and fees were negotiated, However, before submitting Contract for City Council approval, NUA has decided to 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 scope and fee proposal to analyze the possibility of extending a non-potable water system from the Norman Water Reclamation Facility (WRF) to Reaves Park on the University of Oklahoma (OU) campus and to 10 to 15 other potential customers to the east of the WRF and Reaves Park, generally on or near Highway 9, as described Norman's *2060 Strategic Water Supply Plan*. This reuse system would necessarily run in close proximity to Lindsey Tower so, as part of their analysis, Plummer has also been directed to assess the possibility of repurposing Lindsey Tower as dedicated storage for this new non-potable water system. Plummer's scope and fee was finalized in November 2021 and their Contract was approved by City Council on December 14, 2021. In March 2023, City of Norman furnished additional requested data to Plummer to assist in finalizing their analysis, and on September 29, 2023, a draft report was submitted for City of Norman review. During the fall of 2024, there were multiple meetings and conference calls between Plummer and NUA to clarify details of report. Final conclusion was that neither the repurposing of Lindsey Tower for a future Non-Potable Recycled Water System nor returning Lindsey Tower to service as potable water storage were financially viable. As a result, the only option left to NUA was the demolition of Lindsey Tower.

The conclusions of Plummer's report were presented to City Council in the March 12, 2024 Conference Meeting. In response, City Council indicated that, because of its visibility and proximity to OU's stadium, the tower may have value to the City as a landmark with City of Norman logo (and possibly an OU logo paid for by OU). For this reason, City Council indicated that, depending on costs and possible contributions by others, they may be interested in City of Norman taking possession of Lindsey Tower and using General Funds (and other contributions) to paint just the exterior of the tank so it could serve as a landmark. After further discussion, NUA noted that, unrelated to Lindsey Water Tower, funding has been budgeted in FY 2025 for Project WA0382, Robinson Tower Resurfacing. Consequently, NUA could prepare a



single bid package that would include both Robinson Tower Resurfacing and two alternates for Lindsey Tower: (1) Demolition of Lindsey Tower; and (2). Resurfacing of Exterior of Lindsey Tower (so it could serve as a landmark). By combining the work on two water towers, NUA could expect to receive the most competitive bids. After bids are received, City Council could determine, based on actual costs, if they want to proceed with funding the exterior resurfacing of Lindsey Tower from the General Fund with a contribution from NUA equal to the cost of the demolition alternative or if they will simply direct NUA to accept the demolition alternative and demolish Lindsey Tower. City Council directed that NUA proceed with this option. Based on this direction, a contract was negotiated with Coastal Windforce, Inc. (formerly Dunham Engineering) to prepare a single set of Bidding Documents covering Robinson Tower Resurfacing and the two alternates for Lindsey Tower (Demolition or Exterior Resurfacing Only) and to perform construction administration and management services for the Work at both towers, and Engineering Contract No. K-2324-169 was approved at the May 14, 2024 City Council Meeting. Item 3.

On March 21, 2024, the combined bid package for Robinson Tower Resurfacing and the two alternates for Lindsey Tower were advertised. These bids were opened on April 18, 2024. The actual costs for the two alternatives were presented to City Council at the April 23, 2024 Conference Meeting. During that meeting, City Council deferred a decision until they could further investigate options and implications for funding the alternative to preserve Lindsey Tower. In mid-May, NUA was directed to proceed with the resurfacing of Robinson Tower, but to defer any work on Lindsey Tower for at least 6 months to allow for further time to investigate possible funding sources to preserve it. NUA determined that most sensible path forward entailed awarding a contract to the lowest and best bidder, G&L Tank Sandblasting & Painting of Shelbyville, Tennessee (G&L), for the combined Robinson Tower Resurfacing/Lindsey Tower Demolition alternate with added contract language requiring G&L to defer demolition of Lindsey Tower for a minimum of 6 months after Contract Award. If at the end of the 6-month deferral, City Council decides to proceed with preservation of Lindsey Tower or if they wish to further defer their decision, the demolition portion of the Contract would be deleted by Change Order. Then, once a final decision is made, either the demolition or rehabilitation of Lindsey Tower would be rebid.

On May 28, 2024, City Council approved award of Contract K-2324-143 in the amount of \$816,200.00 (\$504,200.00 for the resurfacing of Robinson Tower and \$312,000.00 for the demolition of Lindsey Tower). As noted above, the awarded Contract included a requirement that demolition of Lindsey Tower be deferred a minimum of 6 months with the understanding that, at the end of that time, City of Norman will decide to either proceed with the demolition or delete that work in its entirety from the Contract.

NUA has determined that they can accommodate removing Robinson Tower from service during the summer months so Notice to Proceed with resurfacing of Robinson Tower could be issued at any time. However, as of the end of June 2024, G&L was not yet ready to mobilize to complete the project. Mobilization is tentatively scheduled for August 2024, which would allow for completion of the work by September 2024.

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

Advanced Metering Infrastructure (WA0351): The City of Norman has an aged water meter population and current and improvement technology have improved such that advanced metering infrastructure would provide significant benefits for the City and its customers. The implementation of this technology will reduce staff requirements for the reading of meters and will ensure more timely and accurate readings. With daily water usage information accessible for staff and the customer, customers will be able to be notified of leaks and better understand how water is used at their property. This will also help with water conservation efforts and billing resolutions. In addition to water metering improvements, the system and technology will also be leveraged to the maximum extent possible for monitoring the water system and other City needs. The consultant has completed the assessment phase of the project. The procurement phase, specifically the generation of the Request for Proposal, began in November. In May 2022, the Bureau of Reclamation notified staff that the City was awarded a \$500,000 grant under the Watersmart program or a \$2,000,000 grant under the Bipartisan Infrastructure Law program. Upon direction from City Council, staff is moving forward with this project to fully implement the project. Request for Proposal (RFP) 2223-13 was issued on August 25, 2022. Proposals were received. Three vendors were short-listed and interviews were completed November 15-17, 2022. The top-ranked vendor was selected and contract negotiations are underway. A waiver from the BOR was received and the project is now moving forward with contracts awarded on April 9, 2024. The formal implementation kickoff will begin in June. Work is ongoing for the projects with material deliveries beginning and radio network work beginning at the water



towers and Lindsey monopole.

Consultant: E Source (Alyssa Pourciau)

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 24<sup>th</sup> NE to 12<sup>th</sup> NE have begun discussion with OMES and Department of Mental health regarding easements for both water line and meter vaults. These two large property owners with whom easement agreements must be negotiated, are also customers with multiple meters with whom NUA intends to negotiate an agreement on master metering. The current intent is to negotiate both easement purchase and master metering agreement concurrently and to incorporate master meter installation for both into this project. Staff will continue to work on obtaining these agreements. In addition, staff is evaluating meter locations at the USPS with in-house forces.

Tecumseh Water Line Replacement (WA0380): The existing 24-inch water line along Tecumseh Road is a vital component of the Norman water distribution system. The crossing of Interstate 35 is a portion that is extremely deep and is not able to be worked on by City staff due to this depth. This project will replace the pipe generally from Flood Avenue to Journey Parkway to provide more reliable and maintainable water service to the area and for transmission of water under Interstate 35. This project will also replace several ductile iron laterals along this corridor. Contract was executed on February 27, 2024. Proposed alignment was reviewed and comments sent back to Plummer in May 2024. Next steps are to meet with Public Works on the timing of Tecumseh Road Widening Project from 24<sup>th</sup> to Flood, in an effort to determine the best window to replace the waterline along that section of road.

A meeting with ODOT occurred in June 2024, with ODOT accepting the proposed alignment. The next steps in this project are to execute the alignment survey and begin geotechnical assessment of the soil near I-35.

Danfield Water Line Replacement (WA0379): This project will replace the existing 6 and 8-inch lines running along Danfield from where it intersects Brookhaven Blvd on the south the north to where it intersects the same street to the north. The existing lines are ductile iron pipe that are 40-50 years old and have experienced a significant amount of corrosion that have impacted water service to the development. The project is approximately 4,000 linear feet. The final design will also include waterline replacement of all five cul-de-sacs located in this section of Danfield. As of the first week in February, design for the Master Alignment has been completed. As of the first week in March 2024, design is underway. Design phase completion is expected in July 2024. Bidding in July 2024.

Lead Service Line Inventory and Replacement (WA0384): The recent Lead and Copper Rule Revision will require new measures for utilities to comply with the rule. Specifically included within this proposed funding are 1) Inventory of approximately 5,000 service lines, 2) Distribution of pitchers to 20,000 locations, and 3) testing of 20,000 locations resulting from any disturbance. Costs for the inventory continue until completed. Reduced costs for the pitchers and testing are proposed in later years since the Advanced Water Metering project will be completed. Line Maintenance has continued to complete service line inventories and, based on the results of the surveys and discussions with the ODEQ, the estimated number of unknowns is expected to be reduced to approximately 5,500 services.



Water Line Desktop Condition Assessment (WA0337): This contract provides for our consultant, Voda.AI, to complete a desktop condition assessment of the water lines within the distribution system. Each segment of water line within the City's database will be evaluated and scored for both likelihood and consequence of failure using information from GIS databases such as pipe age, material, soil conditions, and other factors relevant to pipe reliability. To prove their model's validity for our system, the model will be set up using historical data and the analysis will then be performed and compared against actual results for a test year.

### **SANITATION CAPITAL PROJECTS:**

SA0025 – Sanitation Cost-of-Service Study: This study will complete a financial evaluation of the Sanitation Fund. Raftelis, who has performed several financial studies for the Utilities Department, was selected to complete this work. Under this contract, Raftelis will evaluate the overall financial condition of the Sanitation fund amidst increasing costs. In summary, this study will develop a financial plan based on historical revenues and anticipated operating and capital expenditures, assess costs for service for various customer classes and services provided to sanitation customers, evaluate the current rate structure and prepare recommended modifications or increases to eliminate customer class subsidies and/or meet requirements for the financial plan; and present information to City Council. Contract was awarded by City Council on January 23, 2024. Proposal for disposal and recycling commodities were received this June which will impact the cost-of-service study. This new information, along with historical financials and volumes for disposal and recycling will be used to complete this study.

### Compost Facility Scale House (SA0019):

This project will modify the existing City compost facility layout located at Bratcher Minor Road, west of Jenkins, to facilitate a more efficient operation for the public and facility, install scales used for weighing large loads of compost, and construction of a modular building with potable water and sanitary sewer for staff in charge of coordinating with customers. This building will also replace the prefabricated building purchased in 2003 that has become severely deteriorated and inadequate. Based on the project scope, staff appointed TriCore Group, LLC as the engineer responsible for design and bidding services. City Council approved the contract with TriCore Group in the amount of \$30,500 on May 11, 2021. Staff met with Engineers on March 4, 2022 to discuss preliminary plans. It was determined that a permanent building be built, rather than a prefabricated building, to better accommodate operations. In order to do this, Engineers had to subcontract an architect for the design of the building. An amendment to the contract for architectural services was approved by Council on April 12, 2022, which increased the cost of engineering services to \$39,000. The engineer requested an increase of \$4,000 to the contract in order to pay for redesign of the architectural plans. Staff is working on revisions to the contract to approve a final contract amount of \$43,000. Staff received final plans and specifications from the engineers on September 6, 2022 and are reviewing before starting the bid process. Planning reviewed the current set of plans and sent their comments on June 23, 2023. These were forwarded to the Engineer for incorporation to the final plan set. A quote for access control and cameras (Convergint) and low voltage (TransTel) was obtained by IT in June. The Engineer sent a revised set of plans this month. Upon review, there are pay items missing for concrete and asphalt work, as well as details and specifications missing for the storm shelter and other important components. Comments from Planning were not incorporated and a revised specifications book has not been sent. Updated plans and specifications are currently being prepared by TriCore. City of Norman comments on the plans and specifications are currently being addressed by TriCore prior to entering the bidding phase of this project. TriCore is still in the process of addressing comments as of June 30, 2024.

Engineer: TriCore Group, LLC (Greg Vance)

### Transfer Station Renovations (SA005):

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



for a new facility. This project will be removed from future monthly updates June, 2024.

Item 3.

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

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

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

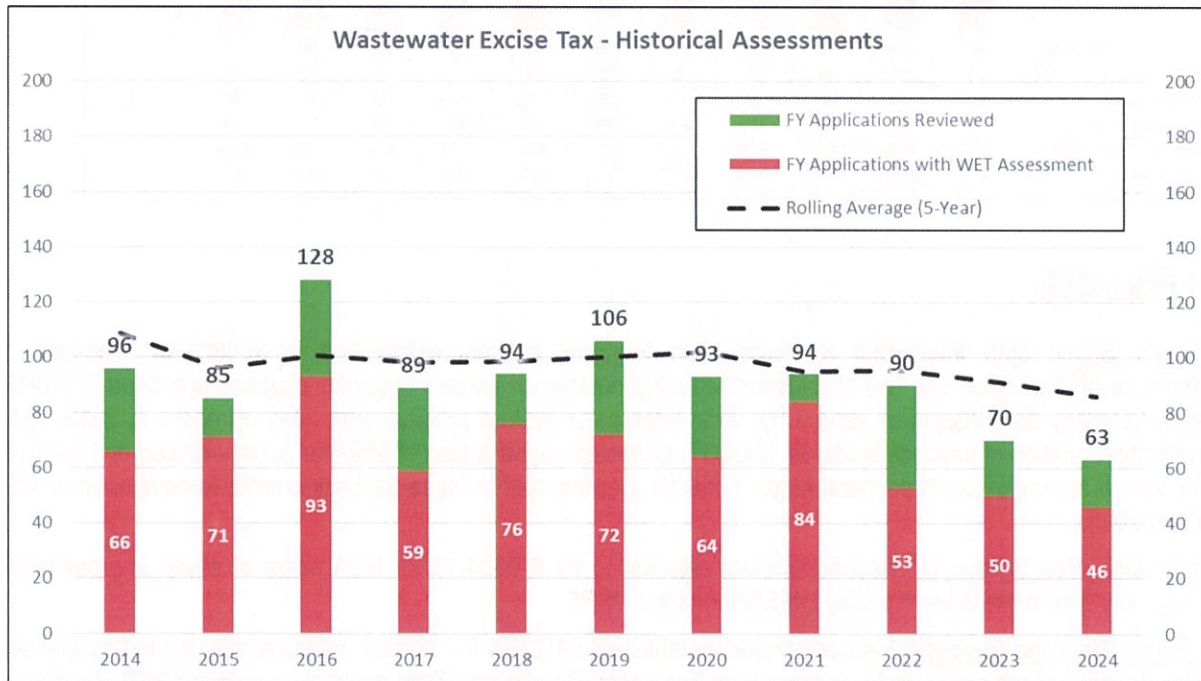
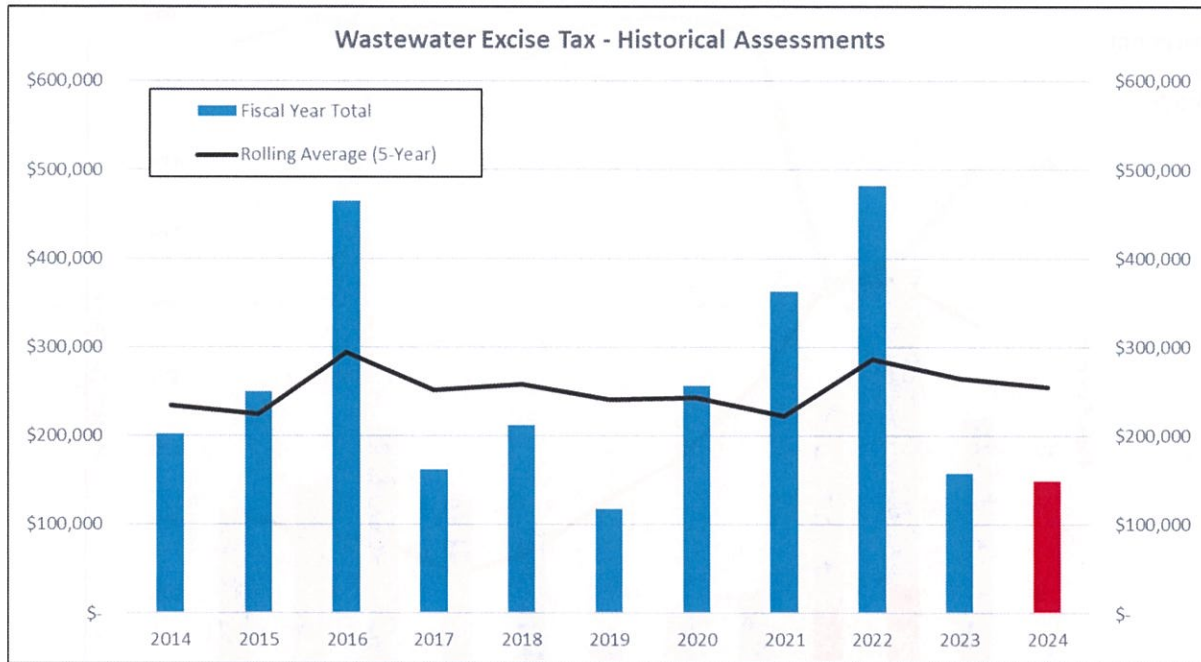
The property has been rezoned to add Municipal Use for the property to meet current code requirements. The final plans were completed and advertised. Bids were opened and contract K-2021-10 was awarded to the Landmark Construction Group on January 12, 2021. The Household Hazardous Waste building is complete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

Architect: Studio Architects, LLC (George Winters)

#### **Wastewater Excise Tax – Non-Residential:**

WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on twelve commercial entities last month. Of the twelve applications, eight applications were assessed since they were determined to increase wastewater flows over the previous use of the site. For the fiscal year, 63 commercial properties have been reviewed and a total of \$149,948.68 has been assessed to the entities that will increase wastewater flows for their respective property. Below are graphs showing the amount assessed and the number reviewed (current through date of report preparation)).

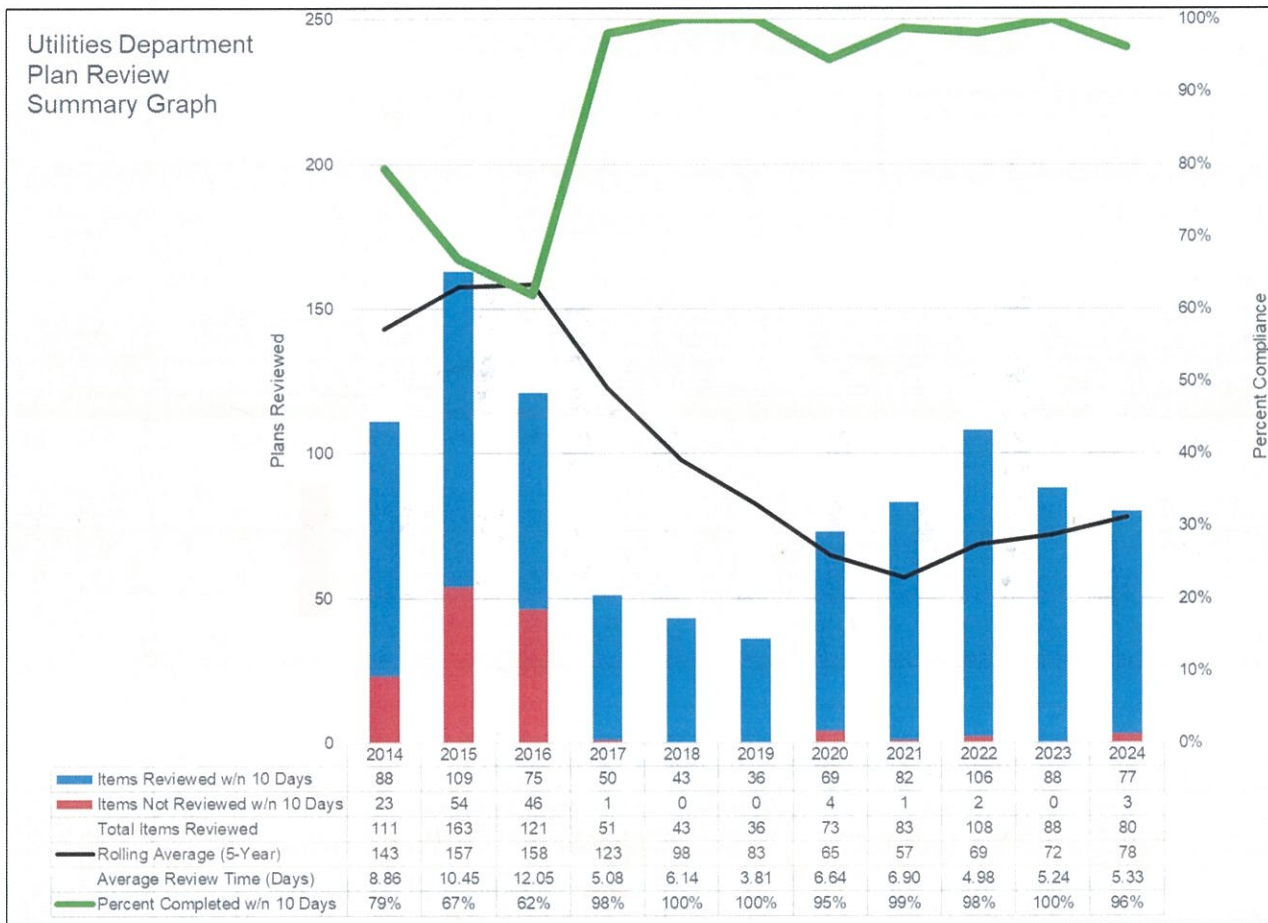




#### **PLAN REVIEW:**

Four plan sets were reviewed this past month. Staff has reviewed 80 plans for the current fiscal year with an average review time of 5.33 days and with 96 percent of plans reviewed within 10 days. *Graph below shows current reviews as of the date of this report.*





### 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. 36<sup>th</sup> 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

Two water well permits (PRWL202402638 and PRWL202402783) were issued for June.



<b>DIVISION OF ENVIRONMENTAL RESILIENCE AND SUSTAINABILITY</b> <b>2024 SUMMARY</b>	<b>June</b>
---	-------------

	MONTHLY	YEAR-TO-DATE
<b>STORMWATER CONSTRUCTION SW</b>		
INSPECTIONS	80	927
ACTIVE SITES	79	965
CITATIONS	0	0
NOVS	0	0
CDOS	0	2
SWOS	0	0
ECPS	0	7

<b>STORMWATER MS4 OPERATIONS</b>		
ACTION CENTER	1	47
PWSTORMWATER	1	11
CALLS	27	121
OTHER	4	115
TOTAL INQUIRIES	33	284
OUTFALL INSPECTIONS	47	63
MCM 5 INSPECTIONS	13	160
MCM 6/P2 INSPECTIONS	3	23

<b>PRETREATMENT/FATS, OILS, AND GREASE (FOG) PROGRAM</b>		
FOG INSPECTIONS	17	219
FOOD LICENSE APPROVAL	2	21
SIU INSPECTIONS	1	9
SIU SITES SAMPLED	0	7
TABLE II MONITORING (%)	0%	100%
TABLE III MONITORING (%)	0%	50%

<b>HOUSEHOLD HAZARDOUS WASTE</b>		
HHWF: CARS SERVED	63	673
SWAP SHOP VISITS	6	112
OIL DISPOSED	2870	28794
ANTIFREEZE DISPOSED	990	2384
TIRES DISPOSED	277	3212
HHW MATERIAL COLLECTED	3500	44035
E-WASTE: CARS SERVED	0	952
E-WASTE COLLECTED	0	57682
TOTAL CARS SERVED	63	1625
TOTAL MATERIAL COLLECTED	3500	101717

<b>REVENUE</b>		
FOG PROGRAM	\$ 502.00	\$ 34,542.00
SURCHARGE	\$ 13,287.63	\$ 93,549.17
LAB ANALYSIS RECOVERY	\$ -	\$ 146.25
IND. Dischg. Permit fee	\$ -	\$ 8,500.00
TOTAL	\$ 13,789.63	\$ 136,737.42



ACTIVITIES	Item 3.
<b>ECAB</b>	
Provided staff liaison support including attending meetings, preparation of minutes, speaker scheduling and issue research.	
Participated in Earth Day Festival	
Continuing meetings about MCPA	
Working on efforts to reduce contamination in recycling	
<b>DoERS</b>	
Participating in planning for SW-AWWA conference - on Transportation, Meet and greet and technical committees.	
LTWA Board Member - very active	
COSWA Board Member - very active	
OCASA Board Member - very active	
State Pretreatment Coordinators - very active	
Active member on AIM Stormwater Subcommittee and General Steering committee	
Coordinating with Ginna Dowling and Jason Wells (through P&R and NAC) to do a pollinator wrap	
Coordinating with Scouts USA to provide Scouts for events and to provide educational opportunities (including a job exploration program) for Scouts	
Phase II ESA completed by EPA contractor LEAAF on June 4-6	
On June 5, a commerical promotion event was held for the Norman Solar Initiative	
On June 8, garden maintenance and trash cleanup were performed at Eastwood Park with Sierra Club facilitated by Chao	
On June 8, Loudenback presented for the Neighborhood Alliance Saturday Sessions	
On June 11, Bishop Creek sampling was accomplished	
Loudenback met with two subcommittees of the Stormwater Committee for AIM to discuss the EDC Chapter 7000 and LID	
On June 15, Moth Night was held at Ruby Grant and facilitated by Gates	
On June 16, Bee Walk was held at Saxon Park facilitated by Loudenback	
On June 18, a tour and enviroscape demonstration was held at the WTP	
On June 20, Chao presented information about Bishop Creek Watershed to residents in partnership with Sierra Club	
On June 20, the technical committee of SW AWWA conference planning held an abstract meeting in the Dev Ctr	
On June 22, Steve Easom presented an introduction to LEAF's hives	
On June 25, members of DoERS attended the Sustainable Urban Landscape conference.	
On June 26, volunteers from the Postal Training Center prepared items for use at the 2024 Monarchs in the Park festival.	
On June 26, a non-profit promotional event for the Norman Solar Initiative was held.	



**Upcoming Events:**

July

Lakes Appreciation and Water's Worth It Month

7/21/2024 Love Your Lake Week

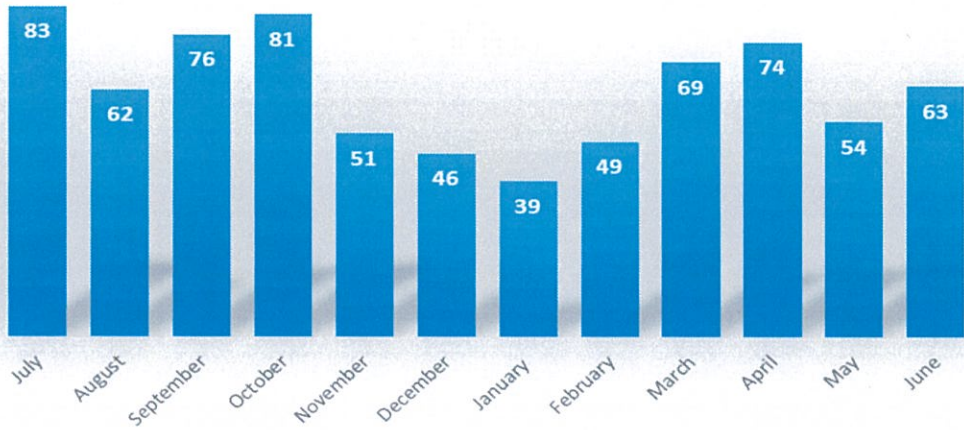
7/27/2024 Habitat and All That at The Well

7/23/2024 EPA Region VI Conf. Denton, TX.

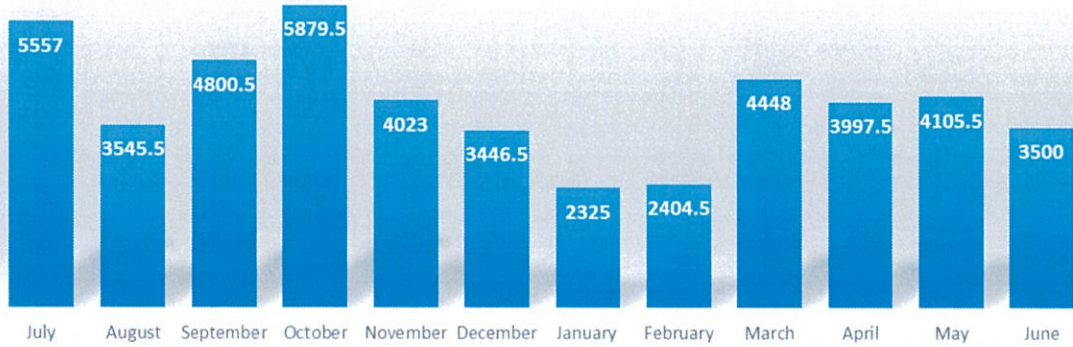
7/17/2024 OFMA SWTC

10/6/2024 Monarchs in the Park

**Number of Facility Appointments**



**Amount Collected in Pounds at Facility (lbs)**





**DIVISION OF ENVIRONMENTAL RESILIENCE AND SUSTAINABILITY ANNUAL SUMMARY**

	2023						2024						TOTAL
	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	
STORMWATER CONSTRUCTION SW													
INSPECTIONS	109	107	101	94	104	88	86	86	85	53	73	80	1066
ACTIVE SITES	100	94	94	94	87	85	0	86	80	81	80	79	960
CITATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0
NOVS	0	0	0	0	0	0	0	0	0	0	0	0	0
CDOS	0	0	0	1	0	0	0	0	0	0	1	0	2
SWOS	0	0	0	0	0	0	0	0	0	0	0	0	0
ECPS	2	0	1	1	0	0	1	0	1	2	1	0	9

<b>STORMWATER MS4 OPERATIONS</b>													
ACTION CENTER	14	3	6	2	5	3	5	4	2	5	2	1	52
PWSTORMWATER	1	2	1	2	3	2	0	0	0	1	2	1	15
CALLS	14	4	9	12	3	9	12	11	8	17	12	27	138
OTHER	18	14	17	11	2	10	10	10	6	25	13	4	140
TOTAL INQUIRIES	47	23	33	27	13	24	27	25	16	48	29	33	345
OUTFALL INSPECTIONS	0	0	0	0	1	0	1	14	0	0	0	47	63
MCM 5 INSPECTIONS	63	42	42	0	0	0	0	0	0	0	0	13	160
MCM 6/P2 INSPECTIONS	0	0	0	0	10	1	0	1	0	1	8	3	24

<b>PRETREATMENT/FATS, OILS, AND GREASE (FOG) PROGRAM</b>													
FOG INSPECTIONS	30	25	25	21	14	15	15	24	16	19	17	17	238
FOOD LICENSE APPROVAL	2	3	2	0	3	2	2	1	2	3	2	2	24
SIU INSPECTIONS	1	0	0	3	4	0	0	0	0	0	0	1	9
SIU SITES SAMPLED	0	0	0	0	0	0	0	2	1	0	4	0	7
TABLE II MONITORING (%)	100	100	0	0	0	0	100	100	100	100	100	100	100%
TABLE III MONITORING (%)	75	75	0	0	0	0	25	25	25	50	50	50	50%

<b>HOUSEHOLD HAZARDOUS WASTE</b>													
HHWF: CARS SERVED	83	62	76	81	51	46	39	49	69	74	54	63	747
SWAP SHOP VISITS	13	7	11	11	6	16	8	10	9	8	15	6	120
OIL DISPOSED	835	825	745	771	600	728	1750	6027	7077	4200	6566	2870	32994
ANTIFREEZE DISPOSED	0	100	0	100	0	114	0	540	540	531	0	990	2915
TIRES DISPOSED	434	257	139	525	125	370	32	281	408	480	364	277	3692
HHW MATERIAL COLLECTED	5557	3545.5	4800.5	5879.5	4023	3446.5	2325	2404.5	4448	3997.5	4105.5	3500	48032.5
E-WASTE: CARS SERVED	0	0	0	300	0	0	0	0	0	0	652	0	952
E-WASTE COLLECTED	0	0	0	20570	0	0	0	0	0	0	37112	0	57682
TOTAL CARS SERVED	83	62	76	381	51	46	39	49	69	74	706	63	1699
TOTAL MATERIAL COLLECTED	5557	3545.5	4800.5	26449.5	4023	3446.5	2325	2404.5	4448	3997.5	41217.5	3500	105714.5

<b>REVENUE</b>													
FOG PROGRAM	\$ 100.00	\$ 350.00	\$ 100.00	\$ -	\$ 100.00	\$ 450.00	\$ 16,100.00	\$ 2,400.00	\$ 7,900.00	\$ 3,270.00	\$ 3,270.00	\$ 502.00	\$ 34,542.00
SURCHARGE	\$ 9,088.88	\$ 8,377.56	\$ 9,515.54	\$ 12,430.71	\$ 8,276.05	\$ 4,517.28	\$ 5,990.52	\$ 4,416.66	\$ 4,416.66	\$ 3,106.69	\$ 10,880.49	\$ 13,287.63	\$ 94,304.67
LAB ANALYSIS RECOVERY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 146.25	\$ -	\$ -	\$ -	\$ 146.25
INDUSTRIAL DISCHARGE PERMIT	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 8,500.00
TOTAL	\$ 9,188.88	\$ 8,727.56	\$ 9,615.54	\$ 12,430.71	\$ 8,876.05	\$ 6,467.28	\$ 23,590.52	\$ 7,816.66	\$ 13,462.91	\$ 7,876.69	\$ 15,650.49	\$ 13,789.63	\$ 137,492

Item 3.



CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
SEWER MAINTENANCE				
	FYE 2024		FYE 2023	
June 2024	MONTH	YTD	MONTH	YTD
Obstructions:				
City Responsibility	1	20	2	24
Property Owner Responsibility	17	235	15	248
<b>TOTAL</b>	<b>18</b>	<b>255</b>	<b>17</b>	<b>272</b>
Number of Feet of Sewer Cleaned:				
Cleaned	69,684	993,682	106,697	1,147,237
Rodded	7,539	45,084	3,803	46,317
Foamed	0	101,572	0	102,614
SL-RAT	11,802	44,678	0	0
<b>TOTAL</b>	<b>89,025</b>	<b>1,185,016</b>	<b>110,500</b>	<b>1,296,168</b>
Sewer Overflows:				
Rainwater	0	0	0	0
Grease/Paper/Roots	0	1	0	6
Obstruction	0	1	0	4
Private	0	11	2	10
Other (Lift Station, Line Break, etc.)	0	0	0	1
<b>Total Overflows</b>	<b>0</b>	<b>13</b>	<b>2</b>	<b>21</b>
Feet of Sewer Lines Televised	35,493	326,463	23,892	281,354
Locates Completed	258	3,617	333	4,222
Manholes:				
Inspected	1,193	13,955	1,227	14,605
New	0	0	1	4
Raised	0	19	4	18
Repaired	0	22	0	19
Feet of Sewer Lines Replaced/Repaired	0.00	105.50	4	75
Hours Worked at Lift Station	45.33	500.43	39	756
Hours Worked for Other Departments	5.70	49.08	3.83	34.57
OJI's	0	0	0	3
Square Feet of Concrete	0	0	0	81
Average Response Time (Minutes)	21.00	26.25	25.00	26.64
Number of Claims	0.00	5.00	0.00	3.00



CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
WATER MAINTENANCE				
	FYE 2024		FYE 2023	
June 2024	MONTH	YTD	MONTH	YTD
<b>New Meter Sets:</b>	<b>39</b>	<b>387</b>	<b>47</b>	<b>364</b>
Number Short Sets	38	376	46	357
Number Long Sets	1	11	1	7
Average Meter Set Time	4.64	6.03	5.77	5.71
Number of Work Orders:				
Service Calls	614	5,901	307	5,605
Meter Resets	0	4	1	9
Meter Removals	2	42	2	60
Meter Changes	41	690	27	352
Locates Completed	677	5,253	493	4,900
Number of Water Main Breaks	5	143	18	212
Average Time Water Off	4.80	1.64	2.79	1.85
Number of Water Leaks	39	556	37	577
Fire Hydrants:				
New	0	0	0	5
Replaced	0	5	0	3
Maintained	37	578	41	1,068
Number of Valves Exercised	117	1,029	129	2,538
Feet of Main Construction	0	500	60	5,788
Hours of Main Construction	0	1,631	625	4,144
Meter Changeovers	0	5	26	67
OJI's	0	1	0	4
Hours Flushing/Testing New Mains	12.25	158	23	575
Hours Worked Outside of Division	0.00	0.00	0	138



City of Norman, Oklahoma  
Department of Utilities

Monthly Progress Report  
Water Reclamation Facility  
June 1-31, 2024

**Flow Statistics**

	<b>FYE 2024</b>		<b>FYE 2023</b>	
	<u>This Month</u>	<u>YTD</u>	<u>This Month</u>	<u>YTD</u>
Total Influent Flow (M.G.)	345.9	4179.8	357.2	3949.3
Total Effluent Flow (M.G.)	336.0	3966.5	356.6	3747.0
Influent Peak Flow (MGD)	17.8	28.3	14.8	20.3
Effluent Peak Flow (MGD)	14.4	27.7	14.7	20.3
Daily Avg. Influent Flow (MGD)	11.5	11.4	11.9	10.8
Daily Avg. Effluent Flow (MGD)	11.2	10.8	11.8	10.2
Precipitation (inches)	4.0	43.5	4.2	33.9

**Discharge Monitoring Report Stats**

5 day BOD:	EPA minimum percentage removal 85%	
	Avg.	Avg.
Influent Total (mg/l)	100	137
Effluent Carbonaceous Total	2	2
Percent Removal	98.0	98.5
Total Suspended Solids:		
Influent (mg/L)	204	260
Effluent (mg/L)	16.8	4
Percent Removal	91.8	98.5
Dissolved Oxygen:		
Influent (min)	1.3	0.6
Effluent (min)	8.6	7.4
pH		
Influent (Low)	6.5	6.6
(High)	7.1	7.3
Effluent (Low)	6.9	6.9
(High)	7.2	7.4
Ammonia Nitrogen		
Influent (mg/L)	28.8	28.3
Effluent (mg/L)	0.9	0.3
Percent Removal	96.9	98.9

**Utilities**

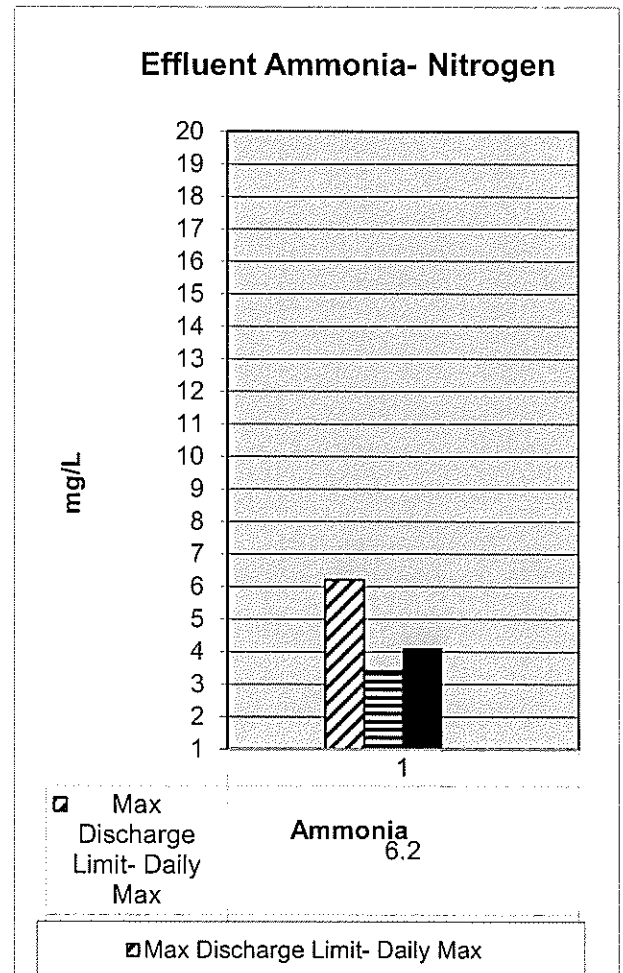
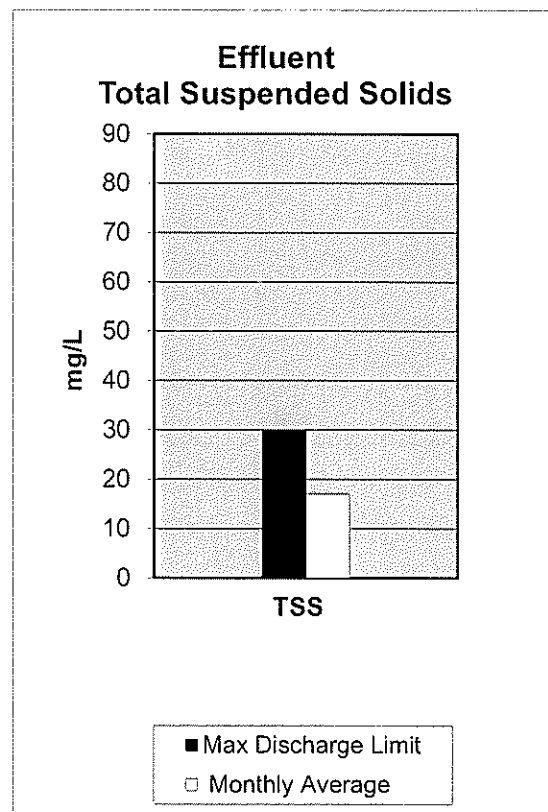
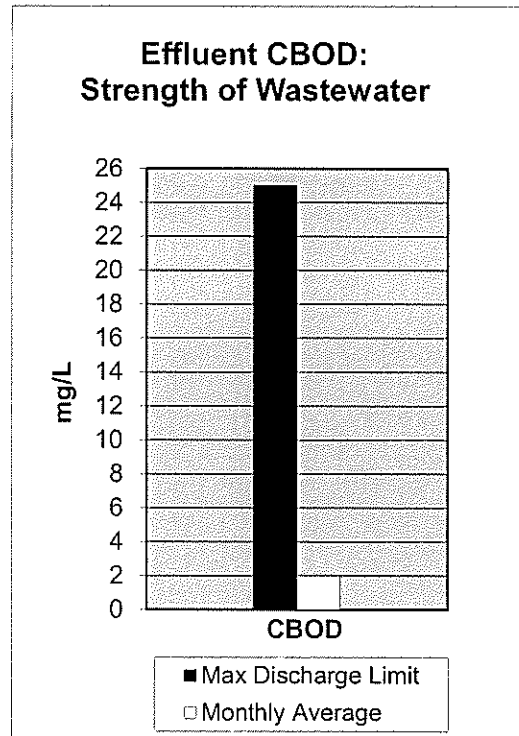
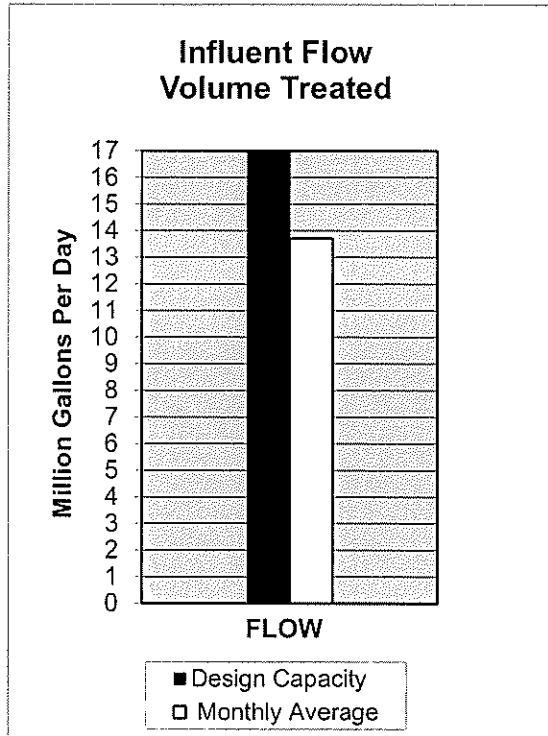
Electrical				
Total kWh Used (Plant wide)	343,880	5,144,720	380,180	5,515,200
Aeration Blowers	103,300	1,445,800	134,100	1,860,400
UV Facility	65,000	722,600	62,800	512,400
Natural Gas				
Total cubic feet/day (plant wide)	19,600	3,491,000	217,000	3,919,000
Public Education (Tours)	2	50	1	8
Total Attendees for FYE 24	252		109	
Reclaimed Water System (MG)				
OU Golf Course	9.6	95.5	4.0	64.8
E. coli average for June 2024	124 MPN (Limit is 126)			
End of Fiscal Year Totals				



**CITY OF NORMAN  
WATER RECLAMATION FACILITY**

June 2024

Item 3.



Comments here



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

**WATER TREATMENT DIVISION**

MONTH: June-2024

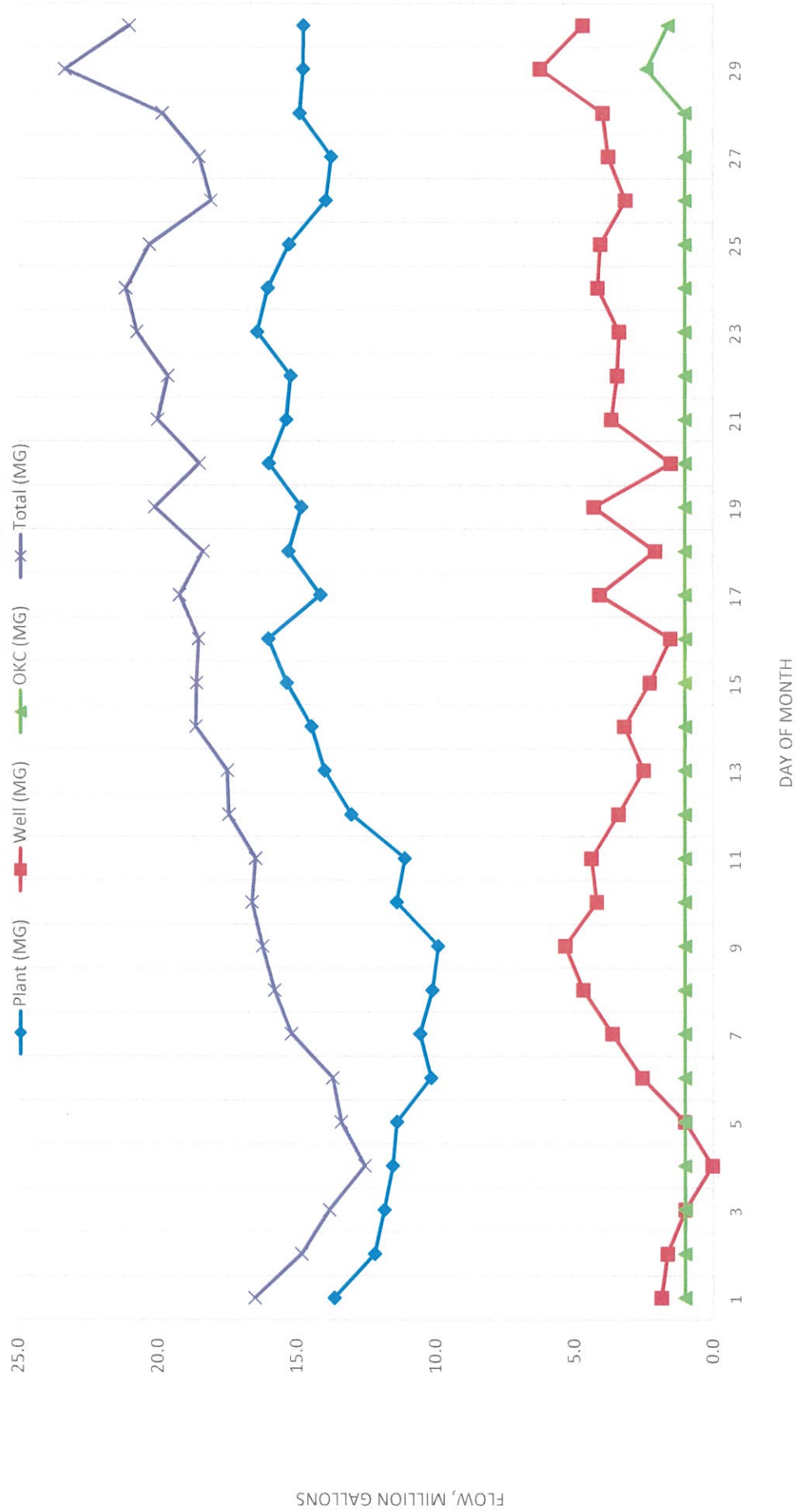
	<u>FYE 2024</u>		<u>FYE 2023</u>	
	<u>This month</u>	<u>Year to date</u>	<u>This month</u>	<u>Year to date</u>
<b>Water Supply</b>				
Plant Production (MG)	407.03	3836.47	389.98	3564.70
Well Production (MG)	95.32	1319.29	37.73	1522.10
Oklahoma City Water Used (MG)	32.00	366.97	30.13	364.55
Total Water Produced (MG)	534.35	5522.73	457.84	5451.36
Average Daily Production	17.81	15.09	15.26	14.98
<b>Peak Day Demand</b>				
Million Gallons	23.35	23.35	19.32	25.52
Date	6/29/2024	6/29/2024	6/30/2023	7/27/2022
System Capacity (see note 1)	30.34	30.34	25.78	25.78
Demand Above Capacity (Peak Day)	0.00	0.00	0.00	0.00
Note 1: Beginning June 2016 the System Capacity includes the Oklahoma City water line. (Plant + Wells + OKC)				
<b>Costs</b>				
Plant	\$683,655.01	\$8,196,149.01	\$694,028.65	\$8,070,113.60
Wells	\$231,223.79	\$2,916,918.95	\$211,191.33	\$2,958,939.23
OKC	\$94,050.40	\$1,156,249.39	\$92,111.31	\$1,101,234.72
Total	\$1,007,851.33	\$12,269,317.35	\$997,331.29	\$12,130,287.55
<b>Cost per Million Gallons</b>				
Plant	\$1,676.95	\$2,136.38	\$1,779.65	\$2,263.89
Wells	\$2,425.89	\$2,210.98	\$5,597.44	\$1,943.98
OKC	\$2,938.71	\$3,150.79	\$3,057.13	\$3,020.82
Total	\$1,886.12	\$2,221.60	\$2,178.34	\$2,225.19
<b>Water Quality</b>				
Bacterial Samples in Compliance	100	1,205	100	1,196
Bacterial Samples out of Compliance	0	5	0	4
Total number of inquiries (Note 2)	6	26	1	40
Total number of complaints (Note 2)	3	53	0	61
Number of complaints per 1000 service connections	0.07	1.29	0.00	1.58
Note 2: Prior to April 2016 complaints and inquiries were grouped together, listed as complaints, and not distinguished.				
<b>Safety</b>				
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	10	0	3
<b>Public Education</b>				
Number of tours conducted	4	21	1	13
Number of people on tours	9	187	7	193

**Notes:**

Replaced flow meter at well 43. Staff prepared water taps for temporary chiller for Sodium Hypochlorite Generator.  
Staff started SCC 1 due to demand. Replaced SCC 3 mixer motor with spare and sent old one in for repair.



# WATER PRODUCTION FOR JUNE 2024





# MONTHLY TRANSFER STATION REPORT

June

	TONS PER MONTH	REVENUE PER MONTH
O.U.	318.48	\$17,437.73
STANDARD GATE	1,679.94	\$143,593.76
RESIDENTIAL	621.52	\$25,834.60
TOTALS:	2,619.94	\$186,866.09

	MONTH
# OF LOADS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	464.00

# OF TONS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	9036.86
--	---------

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

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

TOTAL LOADS BROUGHT TO LANDFILLS:	464.00
GRAND TOTAL TONS TO LANDFILLS	9,036.86

DISPOSAL COST PER TON (OKC)	\$22.91
TIPPING FEE'S FOR DUMPING AT OKC:	\$207,034.46
GRAND TOTAL TIPPING FEE'S	\$207,034.46

# OF LOADS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:	668.00
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# OF TONS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:	3857.45
--	---------

# OF LOADS BROUGHT TO TRANSFER STATION RESIDENTIAL SANITATION TRUCKS:	387.00
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# OF TONS BROUGHT TO TRANSFER STATION RESIDENTIAL SANITATION TRUCKS:	2590.15
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TOTAL LOADS BROUGHT TO TRANSFER STATION:	1055.00
--	---------

TOTAL TONS BROUGHT TO TRANSFER STATION:	6447.60
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MISCELLANEOUS TONS BROUGHT BY OTHER DEPTS.:	109.51
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TOTAL TONS RECEIVED AT TRANSFER STATION	9177.05
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# SANITATION DIVISION PROGRESS REPORT

## SUMMARY 2024

	FYE 23		FYE 24	
	MONTH	YR-TO-DATE	MONTH	YR-TO-DATE
<u>Vehicle Accidents</u>	2	24	1	12
<u>On The Job Injuries</u>	1	6	0	1
<u>Bulk Pickups</u>	38	221	50	373
<u>Refuse Complaints</u>	168	729	120	856
<u>New Polycarts Requests</u>	65	562	50	436
<u>Polycarts Exchanges</u>	4	95	7	39
<u>Additional Polycart Requests</u>	88	630	64	462
<u>Replaced Stolen Polycarts</u>	27	230	22	148
<u>Replaced Damaged Polycarts</u>	98	949	90	447
<u>Polycarts Repaired</u>	56	430	23	216



**COMPOST MONTHLY REPORT****JUNE 2024****MONTH**

TONS BROUGHT IN BY COMPOST CREWS:	410.04
LANDFILL TIPPING FEE'S	\$ 22.91
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 9,394.02

TONS BROUGHT IN BY PUBLIC:	1,600.00
TONS BROUGHT IN BY CONTRACTORS :	2,800.00
TONS BROUGHT IN BY OTHER CITY DEPARTMENTS:	300.00
LANDFILL TIPPING FEE'S	\$ 22.91
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 107,677.00

TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 117,071.02
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REVENUE COLLECTED FROM COMPOST SALES:	\$620.00
REVENUE COLLECTED FROM GATE SALES:	\$7,960.00

TOTAL TONS COLLECTED	5,110.04
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**MULCH CUBIC YDS****COMPOST CUBIC YDS****MONTH****MONTH**

PARKS DEPT.	
ROAD & CHANNEL	
LINE MAINTENANCE	
STREET DEPT.	
WATER TREATMENT	
MURPHY PRODUCTS OKC	
SELF LOADING BIN	
DRYING BEDS	1,500
COMPOST SOLD BY CUBIC YARDS	
MULCH SOLD BY CUBIC YARDS	9,000
TOTAL:	10,500

80
186
266



**CURBSIDE MONTHLY RECYCLING REPORT**

Jun-24

**PROGRAM STATISTICS**

	<b>AVERAGE</b>
	<b>MONTH</b>
SET OUT/PARTICIPATION RATE:	80%
AVERAGE TONS PER DAY :	9.39
POUNDS PER HOME:	8.03

**COMMODITY BY TON**

	<b>% of Total</b>	<b>TONS</b>
ALUMINUM BEVERAGE CAN	2.10%	5.91
#1 PET	5.50%	15.48
NEWS	0.00%	0
GLASS CONTAINERS	5.72%	16.1
MIX PAPER	33.40%	94.02
PLASTIC FILM	0.57%	1.6
#2 NATURAL	0.90%	2.53
#2 COLOR	1.10%	3.1
#3-#7	0.00%	0
METAL	0.82%	2.31
RIGIDS	0.89%	2.51
TIN-STEEL SCRAP	3.30%	9.29
TRASH	28.30%	79.66
OCC	17.40%	48.98
<b>TOTAL</b>	<b>100.00%</b>	<b>281.49</b>

**MONTH**

SERVICE CALLS (MISSES)	49
HOUSESIDE	7
REMINDER	2
SCATTERED	0
MISC.	0
REPAIR	11
NEW	36
ADD	1
MISSING	16
EXCHANGE	1
REPLACE	12
PICK UP	14
<b>TOTAL CALLS</b>	<b>149.00</b>

**MONTH**

<b>LANDFILL COST AVOIDANCE</b>	<b>\$5,559.43</b>
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# Drop Center Report June

MONTHLY UNIT PRICES	Revenue per ton	Proc. Fee	LBs Rejected	Tons Rejected	%	LNDFL Fee	Tons Diverted	\$ Diverted
ALUMINUM:	\$1,150.00	\$0.00		0	0	0%	\$22.91	\$5,107.78
PLASTICS:	\$5.00	\$0.00						
STEEL CANS:	\$0.00	\$0.00						
MIXED OFFICE PAPER:	\$0.00	\$0.00						
CARDBOARD:	\$100.00	\$0.00						

RECYCLING CENTER DATA:		#9	Westwood	Hollywood	Transfer
		TONS	TONS	TONS	Tons
ALUMINUM:		0.14	0.02	0.28	0
PLASTICS:		2.94	0.35	5.81	0
STEEL CANS:		0.14	0.02	0.28	0
MIXED OFFICE PAPER:		4.81	3.61	6.83	0
CARDBOARD:		20.23	12.24	33.34	1.57
RECYCLING CENTER TOTALS:		28.26	16.24	46.54	1.57

	PRO/FEE	Total Tons	Revenues	Net
	\$0.00	0	\$506.00	\$506.00
	\$0.00	0	\$45.50	\$45.50
	\$0.00	0	\$0.00	\$0.00
	\$0.00	0	\$0.00	\$0.00
	\$0.00	15.25	\$6,738.00	\$6,738.00
	\$0.00	67.38	\$7,289.50	\$7,289.50

Commercial Cardboard Containers		Compactors	Wood	Glass	Metal
		TONS	TONS	TONS	TONS
Revenues	\$5,051.00	14.66	\$1,466.00	\$0.00	\$0.00
TONS	50.51			0	0
					Cost
					Profit

Expenses	Average hrly++ benefits	\$26.78
Cage Rolloff		
Hours	44	18
Labor \$	\$1,178.32	\$482.04
Vehicle cost	\$0.00	\$0.00
		Customer Revenue
		\$12,264.09

Total All Recycle and Cardboard		Total Cardboard
		Tons
Revenues	\$13,806.50	\$13,255.00
TONS	157.78	132.55

Total Recycle Only		Trashed Recycle
		Tons
Income	\$26,070.59	1
Expense	\$11,123.22	0.95
Net	\$14,947.37	Cost

6/5/2024



**File Attachments for Item:**

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2024, AND DIRECTING THE FILING THEREOF.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 7/23/2024

**REQUESTER:** Anthony Francisco, Director of Finance

**PRESENTER:** Anthony Francisco, Director of Finance

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2024, AND DIRECTING THE FILING THEREOF.

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DATE: July 08, 2024  
 TO: City Council  
 FROM: Anthony Francisco, Director of Finance  
 REVIEWED BY: Clint Mercer, Chief Accountant  
 PREPARED BY: Debbie Whitaker, Municipal Accountant III  
 SUBJECT: Finance Director's Investment Report

FUND	MONTHLY COMPARISON						ANNUAL COMPARISON			
	MONTHLY BUDGETED INTEREST EARNINGS FYE24	MONTHLY INTEREST EARNINGS June 2024	MONTHLY % INCREASE (DECREASE)	MONTHLY INTEREST % OF PORTFOLIO HOLDINGS	MONTH-END BALANCE June 2024	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE24-YTD	INTEREST EARNINGS YTD FYE24	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	\$16,101	\$45,752	184.15%	5.60%	15,250,270	5.93%	\$193,214	\$583,845	202.18%	6.04%
NET REVENUE STABILIZATION	\$4,167	\$18,204	336.91%	2.23%	4,936,693	1.92%	\$50,000	\$189,005	278.01%	1.96%
PUBLIC SAFETY SALES TAX FUND	\$4,167	\$10,632	155.17%	1.30%	2,040,147	0.78%	\$50,000	\$231,116	362.23%	2.39%
HOUSING	N/A	\$558	100.00%	0.07%	3,722,865	1.45%	N/A	\$6,714	100.00%	0.07%
SPECIAL GRANTS FUND	N/A	\$38,917	100.00%	4.52%	15,124,536	5.88%	N/A	\$552,561	100.00%	5.72%
ROOM TAX FUND	\$208	\$3,295	1481.78%	0.40%	892,920	0.35%	\$2,500	\$32,051	1182.04%	0.33%
YFAC FUND	\$0	\$0	0.00%	0.00%	(321,225)	-0.12%	\$0	\$0	0.00%	0.00%
SEIZURES	\$42	\$7,640	18236.79%	0.94%	2,121,670	0.82%	\$500	\$73,870	14674.08%	0.76%
CLEET FUND	N/A	\$0	100.00%	0.00%	702	0.00%	N/A	\$90	100.00%	0.00%
TRANSIT & PARKING FUND	\$0	\$10,725	0.00%	1.31%	1,421,627	0.55%	\$0	\$45,784	0.00%	0.47%
ART IN PUBLIC PLACES FUND	N/A	\$11	100.00%	0.00%	3,341	0.00%	N/A	\$88	100.00%	0.00%
WESTWOOD FUND	\$625	\$3,455	452.72%	0.42%	1,436,849	0.56%	\$7,500	\$136,090	1714.53%	1.41%
WATER FUND	\$10,000	\$170,334	1603.34%	20.86%	45,528,409	17.70%	\$120,000	\$1,712,857	1327.38%	17.73%
WASTEWATER FUND	\$4,167	\$28,478	583.47%	3.49%	7,989,492	3.11%	\$50,000	\$295,621	491.24%	3.06%
SEWER MAINTENANCE FUND	N/A	\$69,156	100.00%	8.47%	18,795,533	7.31%	N/A	\$702,448	100.00%	7.27%
DEVELOPMENT EXCISE	\$5,833	\$12,148	108.25%	1.49%	3,719,807	1.45%	\$70,000	\$190,813	172.59%	1.98%
SANITATION FUND	\$25,000	\$39,117	56.47%	4.78%	10,497,165	4.08%	\$300,000	\$437,971	45.99%	4.53%
RISK MANAGEMENT FUND	N/A	\$10,198	100.00%	1.25%	1,791,534	0.70%	N/A	\$55,894	100.00%	0.58%
CAPITAL PROJECTS FUND	\$58,333	\$221,657	279.98%	27.15%	87,261,650	33.92%	\$700,000	\$3,075,054	339.29%	31.83%
NORMAN FORWARD SALES TAX	\$1,250	\$24,351	1848.07%	2.98%	8,464,734	3.29%	\$15,000	\$341,075	2173.83%	3.53%
PARKLAND FUND	\$833	\$3,213	285.57%	0.39%	869,979	0.34%	\$10,000	\$34,593	245.93%	0.36%
UNP TAX INCREMENT DISTRICT	\$2,000	\$46,332	2216.62%	5.67%	11,030,008	4.29%	\$240,000	\$507,824	111.59%	5.26%
CENTER CITY TAX INCREMENT DIST	\$167	\$15,666	0.00%	1.92%	4,246,496	1.65%	N/A	\$131,869	100.00%	1.37%
SINKING FUND	\$2,083	\$34,134	1538.43%	4.18%	9,238,476	3.59%	\$25,000	\$275,560	1002.24%	2.85%
SITE IMPROVEMENT FUND	N/A	\$208	100.00%	0.03%	55,846	0.02%	N/A	\$2,138	100.00%	0.02%
TRUST & AGENCY FUNDS	N/A	\$40	100.00%	0.00%	10,728	0.00%	N/A	\$411	100.00%	0.00%
ARTERIAL ROAD FUND	N/A	\$4,277	100.00%	0.52%	1,159,960	0.45%	N/A	\$44,410	100.00%	0.46%
	\$134,976	\$816,495	504.92%	100.00%	257,290,211	100.00%	\$1,833,714	\$9,659,729	426.78%	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 \$257.29 million as of 06/30/24 are represented by working capital cash balances of all City funds of approximately \$91.21 million, outstanding encumbrances of \$71 million, General Obligation Bond proceeds of \$69.89 million, NUA revenue bond proceeds of \$6.83 million, NMA bond proceeds of \$7.99 million, and UNP TIF reserve amounts of \$10.37 million.



## INVESTMENT BY TYPE

June 30, 2024							
LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	EARNED INTEREST	COST	MARKET
<b>**Checking</b>							
BANK OF OKLAHOMA	GEN'L DEP.			3.15%	\$39,835.75	\$18,949,054.71	\$18,949,054.71
BANK OF OKLAHOMA	WARRANTS PAYABLE					(\$1,391,598.77)	(\$1,391,598.77)
BANK OF OKLAHOMA	PAYROLL					(\$3,936,414.16)	(\$3,936,414.16)
BANK OF OKLAHOMA	COURT BOND REFUNDS					\$187,050.52	\$187,050.52
BANK OF OKLAHOMA	INSURANCE CLAIMS					\$539,218.15	\$539,218.15
BANK OF OKLAHOMA	LOCK BOX					\$1,656,386.81	\$1,656,386.81
BANK OF OKLAHOMA	RETURN CHECKS					(\$23,595.07)	(\$23,595.07)
BANK OF OKLAHOMA	PARKS					\$0.00	\$0.00
BANK OF OKLAHOMA	FLEXIBLE SPENDING					\$3,965.12	\$3,965.12
BANK OF OKLAHOMA	CDBG-CV			3.20%	\$557.85	\$209,967.65	\$209,967.65
<b>**Subtotal</b>					\$40,393.60	\$16,194,034.96	\$16,194,034.96
<b>**Money Market</b>							
BANCFIRST-NUA	MONEY MKT.			5.19%	\$1,142.25	\$600,720.47	\$600,720.47
BANCFIRST-NMA Room Tax	MONEY MKT.			5.26%	\$256.83	\$145,845.69	\$145,845.69
BANCFIRST-NUA Water	MONEY MKT.			5.19%	\$22,047.05	\$5,715,317.70	\$5,715,317.70
BANCFIRST-NUA Clean Water	MONEY MKT.			5.26%	\$137.04	\$513,650.36	\$513,650.36
BANCFIRST-NMA PSST	MONEY MKT.			5.19%	\$10,631.89	\$3,062,588.58	\$3,062,588.58
BANCFIRST-NMA Norman Forward	MONEY MKT.			5.19%	\$12,084.91	\$4,783,468.10	\$4,783,468.10
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			5.26%	\$43,936.21	\$10,369,707.79	\$10,369,707.79
BANK OF OKLAHOMA ARPA	MONEY MKT.			3.20%	\$36,825.31	\$12,924,367.64	\$12,924,367.64
BANK OF OKLAHOMA-Westwood	MONEY MKT.			3.20%	\$3,454.51	\$0.00	\$0.00
BANK OF OKLAHOMA-CVW	MONEY MKT.			3.20%	\$34.46	\$12,971.93	\$12,971.93
BANK OF OKLAHOMA	MONEY MKT.			3.20%	\$91.48	\$34,433.46	\$34,433.46
BANK OF OKLAHOMA	MONEY MKT.			3.20%	\$730.75	\$275,044.87	\$275,044.87
BANK OF OKLAHOMA-SW	MONEY MKT.			3.20%	\$26.88	\$184.73	\$184.73
BANK OF OKLAHOMA-Misty Lake	MONEY MKT.			3.20%	\$1,651.29	\$621,519.86	\$621,519.86
BANK OF OKLAHOMA-2023A	MONEY MKT.			3.20%	\$72,434.75	\$27,263,295.89	\$27,263,295.89
BANK OF OKLAHOMA-2023B	MONEY MKT.			3.20%	\$37,574.78	\$14,142,539.08	\$14,142,539.08
BANK OF OKLAHOMA-2019B	MONEY MKT.			3.20%	\$13,423.13	\$5,008,065.31	\$5,008,065.31
BANK OF OKLAHOMA-2021	MONEY MKT.			3.20%	\$19,370.25	\$7,241,933.07	\$7,241,933.07
BANK OF OKLAHOMA-2024A	MONEY MKT.			1.33%	\$17,934.05	\$16,237,643.42	\$16,237,643.42
<b>**Subtotal</b>					\$293,787.82	\$108,953,297.95	\$108,953,297.95
<b>**Sweep/Overnight</b>							
GOLDMAN SACHS	GOVT SELECT 1237			5.26%	\$11,768.09	\$2,689,464.48	\$2,689,464.48
BANK OF OKLAHOMA PORTFOLIO	SHORT TERM			5.14%	\$329,318.38	\$80,953,413.18	\$80,953,413.18
<b>**Certificate of Deposit</b>							
FIRST FIDELITY BANK	CD	03/30/24	09/30/24	2.97%	\$618.75	\$250,000.00	\$250,000.00
GREAT NATIONS BANK	CD	09/30/23	09/30/24	4.60%	\$322.92	\$250,000.00	\$250,000.00
VALLIANCE BANK	CD	11/30/23	11/30/24	4.15%	\$531.20	\$250,000.00	\$250,000.00
FIRST NATIONAL BANK	CD	12/28/23	12/28/24	3.15%	\$593.75	\$250,000.00	\$250,000.00
<b>**Subtotal</b>					\$2,066.62	\$1,000,000.00	\$1,000,000.00
<b>**U.S. Treasury Securities/Agency Securities</b>							
FHLB	3130A8HK2	11/30/21	06/14/24	0.70%	1,749.32		
US T-Note	91282CCT6	01/31/22	08/15/24	1.27%	7,729.07	7,500,000.00	\$7,453,650.00
FHLB	3130AVB84	07/31/23	09/13/24	5.35%	33,443.60	7,500,000.00	\$7,494,150.00
FFCB	3133ENEJ5	06/30/22	11/18/24	3.15%	31,412.46	12,500,000.00	\$12,286,500.00
FHLB	3130A3GE8	01/29/22	12/13/24	1.41%	3,048.46	2,500,000.00	\$2,470,525.00
US T-STRIPS	912833LU2	08/31/22	02/15/25	3.38%	19,781.98	7,500,000.00	\$7,271,175.00
TVA Note	880591CJ9	08/31/23	11/01/25	4.89%	41,995.27	10,000,000.00	\$10,283,900.00
<b>**Subtotal</b>					139,160.16	47,500,000.00	\$47,259,900.00
<b>**TOTAL**</b>					816,494.67	257,290,210.57	\$254,360,646.09

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:**

5. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2425-8 SUBMITTED BY CARGILL, INC., IN THE AMOUNT OF \$274.21 PER TON FOR THE PURCHASE OF SOLAR SALT FOR THE WATER TREATMENT FACILITY.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 7/23/2024

**REQUESTER:** Rachel Camp, Water Treatment Plant Manager

**PRESENTER:** Rachel Camp, Water Treatment Plant Manager

**ITEM TITLE:** CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2425-8 SUBMITTED BY CARGILL, INC., IN THE AMOUNT OF \$274.21 PER TON FOR THE PURCHASE OF SOLAR SALT FOR THE WATER TREATMENT FACILITY.

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### **BACKGROUND:**

Solar Salt is used at the Water Treatment Plant to create liquid sodium hypochlorite (bleach) for disinfecting our drinking water. Bids for chemical purchases are either extended each year or rebid. Funds in the amount of \$1,241,041 have been budgeted for FYE 2025 in the Water Treatment Plant – Operating Chemicals (Account No. 31955234-43108) for purchase of all treatment chemicals.

### **DISCUSSION:**

Specifications for Bid 2425-8 for Solar Salt were sent to five (5) vendors and two (2) bids were received on July 5, 2024. Bids ranged from \$274.21 per ton to \$549.81 per ton. Cargill, Inc. was the low bidder at \$274.21 per ton. Compared to a cost of \$257.00 per ton from last year, this is an increase of 6.48%.

### **RECOMMENDATION:**

Purchases will be made throughout FYE 2025. Staff recommends acceptance of Bid 2425-8 from Cargill, Inc. in the amount of \$274.21 per ton for the purchase of Solar Salt used in the water treatment process.



**CITY OF NORMAN**  
**June 17, 2024**  
Office of the Purchasing Division  
Norman, Oklahoma  
**INVITATION TO BID # 2425-8**

The City of Norman, Oklahoma will open sealed bids in the Purchasing Division located at 225 N Webster Ave, Norman, OK, 73069 on the below listed item at 2:00 P.M. on **Friday, July 5, 2024.**

**Solar Salt**

All bids must be in the Office of the Purchasing Division, 225 N. Webster Ave., Norman, Oklahoma, 73069, BEFORE THE FINAL CLOSING HOUR as indicated below. If bid is mailed, to be considered it should be addressed as follows:

Attention: Purchasing Division, Opening of Bids, City of Norman, P.O. Box 370, Norman, Oklahoma, 73070. In addition, the bid envelope should be plainly marked on both sides indicating the bid number.

The unit price must be stated on all items and all totals extended, if required. BIDDER GUARANTEES UNIT PRICE TO BE CORRECT. To receive consideration, bids must be submitted on the City of Norman "Form for Bidders" and "Bidders Proposal" (if applicable), which are hereby made part of this Invitation to Bid.

Alternate bids may be considered. If bidding an alternate, so state on the face of the Form for Bidders and fully describe the merchandise and include Manufacturer's literature. Unless the bidder identifies on the Form for Bidders that an alternate is being bid, the vendor will be expected to deliver merchandise as specified. Alternate bids shall not be submitted to circumvent the specifications.

The Affairs of the City of Norman, whether in the conduct of its governmental or proprietary functions, involve the health, safety, and welfare of the public; and because the item(s) specified are necessary and proper for the conduct of said affairs, any delay in the delivery of the item(s) being bid can jeopardize the health, safety, and welfare of the public, and can result in the incurring of additional expenses to the City. For these reasons, it is understood by the bidder the date of delivery of the item(s) being bid herein is considered to be an integral part of this bid and may be considered in awarding the contract.

Any discount and/or delivery date must be plainly stated on the Form for Bidders. Use ink pen or typewriter in filling in quotation and initial any corrections. Bid and Affidavit must be signed in ink by an authorized representative of the company making the bid. Bidders should submit one original and one duplicate Form for Bidders and Proposals. All bids will be awarded by Section or Sections, whichever is in the best interest of the City. Any bidder who fails to return the third consecutive invitation will be removed from the bid list. If the above procedures are not followed, bids may be disqualified. The right is reserved by the City to reject any or all bids or parts of bids. All bids are public records and are available during regular office hours.



**CITY OF NORMAN**  
**SPECIFICATIONS FOR**  
**Solar Salt**

1. **Material:** Salt shall conform to the requirements of AWWA Standard B200-12, latest revision thereof, for Salt. The Salt must be certified by the National Sanitation Foundation (NSF) or Underwriters Labs (UL) to meet NSF/ANSI Standard 60. Proof of this certification must be submitted with the bid. Salt must contain no organic binders, flow control agents or resin cleaning material and meet the following specifications:

NaCl – Dry basis	96.3% minimum
NaCl – Wet basis	93.3% minimum
Calcium Sulfate	0.30% maximum
Magnesium Chloride	0.06% maximum
Calcium Chloride	0.10% maximum
Magnesium Sulfate	0.02% maximum
Insolubles	0.1% maximum
Moisture (as H <sub>2</sub> O)	3.0% maximum
Lead	0.0007% maximum
Copper	0.000015% maximum
Iron (as Fe)	0.0002% maximum
Fluoride	0.00001% maximum
Manganese	0.000015% maximum

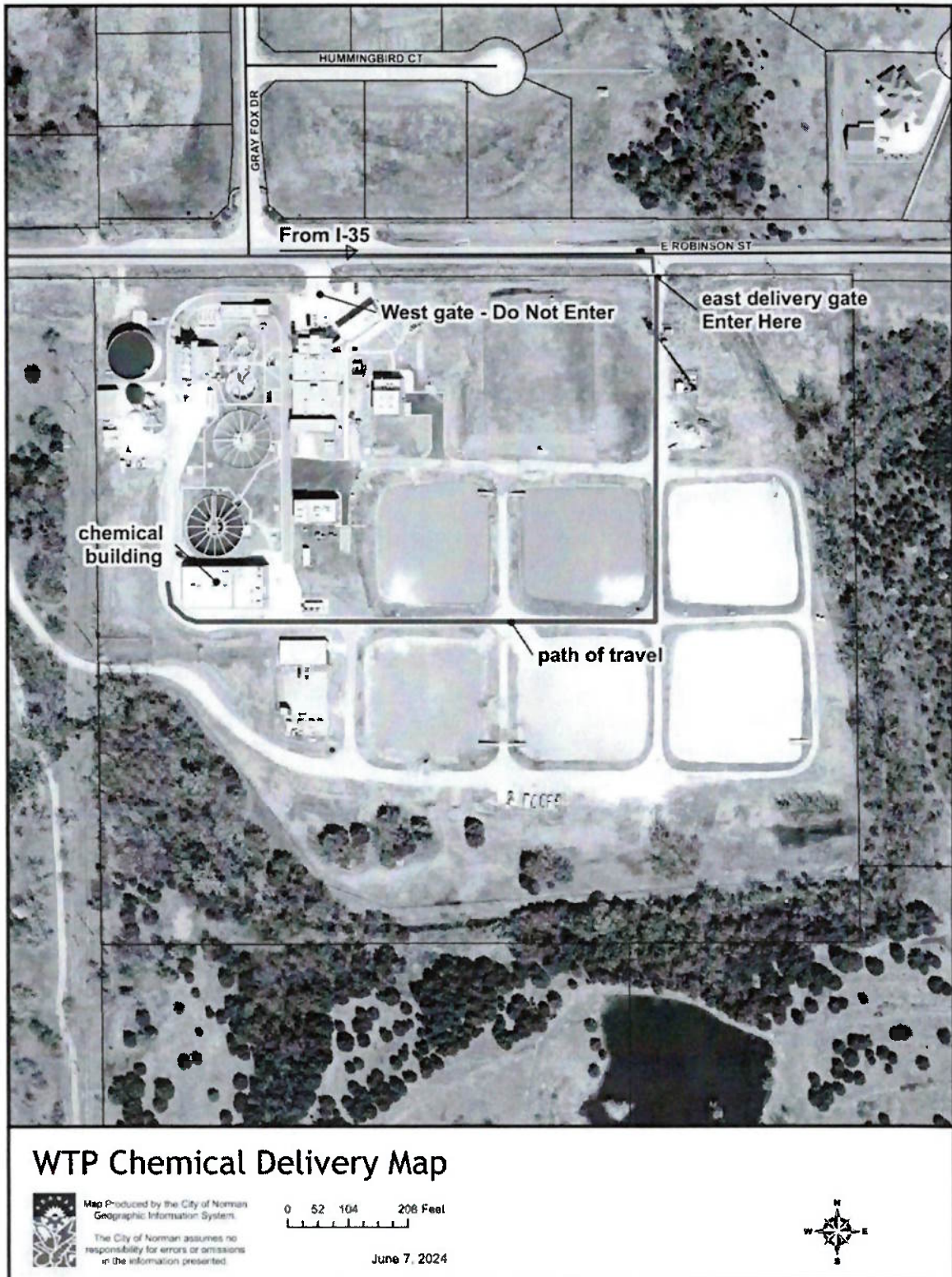
2. **Deliveries:** To be delivered to the Chemical Building, Norman Water Treatment Plant, 3000 East Robinson, Norman, Oklahoma, by truck and unload through in-place piping to the 40 ton storage tank located outside of the Chemical Building. All deliveries shall be made via the east security gate at the Water Treatment Plant. Normal delivers shall be received between the hours of 7:30 a.m. and 3:00 p.m. Monday through Friday, although we can accept deliveries Saturdays and Sundays, and through evenings and overnight, should the need arise and prior approval is given. The map attached shows the route into and through the plant grounds.
3. **Usage:** Annual usage may vary. We expect our annual need to be approximately 65-350 tons of Salt. If the bidder needs additional information they may contact the Water Treatment Plant at (405) 321-2182. Salt is to be ordered in full truckload quantities.
4. **Security:** Advance notification shall be made of all deliveries at least 24 hours in advance. Advance notification shall include the expected date and time (within four hours) of delivery, and a copy of a photo ID of the driver. Deliveries must be started and completed during normal business hours of 7:30 a.m. through 3:00 p.m. Monday through Friday except holidays, unless prior arrangements have been made. Anyone attempting to deliver without the advance notification or outside the agreed times will be turned away.
5. **Safety Training:** The vendor shall supply at least two copies of the SDS to the water treatment plant staff prior to or accompanying the first delivery. The vendor shall provide safety training consisting of at least one session, 15 minute minimum, at the Water treatment Plant. The date and time of training will be arranged with plant management to



the mutual satisfaction of both parties. The training may include a video film, a discussion of the SDS sheet, or any other format the vendor desires, provided that it covers safe handling of the product and minimum safety equipment necessary for personnel protection. Additional material may be presented if desired.

6. **Payment:** Payment for Salt will be made at the bid price per ton for supplying the Plant annual requirements. The bid price shall include all cost and expense of furnishing, delivering, and unloading to the Chemical Building, Norman Water Treatment Plant, 3000 E Robinson Street, Norman, Oklahoma 73071. Bidder shall include freight in the bid price. The City shall complete payment within 30 days of invoice receipt.
7. **Failure to Respond:** Any bidder who fails to respond to the invitation to bid for two consecutive years may be dropped from the bid list. Submitting a "no bid" response will be considered a response indicating the desire to remain on the bid list.
8. **Contract duration:** The contract duration shall be from bid approval through June 30, 2025. The contract may be extended in one year intervals at no change in the bid price with the written consent of both parties.
9. **Inquiries:** Inquiries may be directed to either the Plant Manager or Supervisor at the Water Treatment Plant, 3000 East Robinson Street, Norman, OK 73071, phone (405) 321-2182.
10. **Acceptance:** This bid will be guaranteed for acceptance up to 60 days after the bid opening date.
11. **Bid submission:** Each bid must be submitted in a separate sealed envelope. The envelope must state the bid number, bid date and time, and the chemical name on the outside of the envelope. If the bids are mailed and not hand delivered, then the bid envelope must be mailed in a separate outer envelope. Multiple bids may be included in one outer envelope, but each bid must be in its own inner envelope.







## CITY OF NORMAN

Office of the Purchasing Agent  
Norman, Oklahoma

## FORM FOR BIDDERS NO. 2425-8

Opening of Bids  
City of Norman  
Purchasing  
PO Box 370  
Norman, Oklahoma 73070

Bid Opening:  
**July 5, 2024**  
2:00PM

Dear Bidder:

The undersigned bidder declares that before preparing this bid he/she read carefully the detailed specifications and that his bid is made with full knowledge of the kind, quality, and quantity of the materials or services to be furnished.

The undersigned bidder offers and proposes to furnish the materials, equipment, or other services hereinafter set forth, in the manner and under the conditions and in accordance with the specifications on file in the Office of the Purchasing Agent.

The quantity of this product to be purchased by the City of Norman may be any number in the anticipated quantity range hereinafter listed. This is an estimated quantity to be purchased, but does not in any way bind the City of Norman to purchase said quantity. Said purchases are to be made from date of award. All bids are to be made on a per unit basis. The anticipated quantity range is as follows.

SECTION I:

<u>PRODUCT</u>	<u>UNIT PRICE</u>
Solar Salt	\$_274.21_____ per ton

DELIVERY DATE: \_\_5\_\_\_\_\_ business days after release of order

All items or materials shall be delivered to the City of Norman with transportation charges prepaid by the bidder.



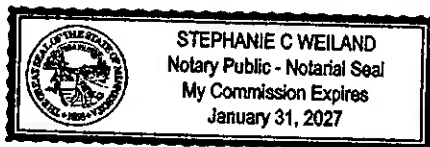
## AFFIDAVIT OF NON-COLLUSION

STATE OF MinnesotaCOUNTY OF Hennepin)ss

Samantha Deeb, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Cargill, Inc. - Samantha Deeb

Bidder

By: [Signature]Subscribed and sworn to before me on this 3 day of July, 2024Stephanie C. WeilandMy Commission Expires Jan. 31<sup>st</sup>, 2027NOTARY PUBLIC, (or Judge)



## NOTICE TO BIDDERS / RFP RECIPIENTS

When submitting bids or responses to RFPs, corporate entities are required to comply with State law regarding authorized signatures.

State statute requires that bids/RFPs "be signed by the chair or vice chair of the Board of Directors, or the President, or by a Vice President, and attested by the Secretary or an Assistant Secretary; or by officers as may be duly authorized to exercise the duties...." 18 O.S. § 1007.A.2

However, if some other official with the corporation, such as a secretary signing a document, such signature needs to be accompanied by a certificate or a copy of a resolution adopted by the Board setting forth the authority of that individual to execute a contract.

With respect to limited liability corporations, every manager is an agent of the company for the purpose of business and binds the limited liability company. Therefore, instruments and documents shall be valid and binding upon the limited liability company if executed by one or more of its managers. 18 O.S. § 2019A

As set forth above when submitting bids and RFPs, certification adhering to the state statutes should accompany documents being turned in for review.



**Bid Document Addition:**

To be added to section 108 of the standard bid document:

**108.08 – PAYMENT TERMS**

The City shall complete payment within 30 days of invoice receipt.

**Contract Document Addition:**

Payment terms - to be added to contract paragraph numbered as "2)" that addresses payments:

The City shall complete payment to the CONTRACTOR within 30 days of invoice receipt.

Purchase of materials for City Project – to be added where appropriate:

Materials and/or services purchased by CONTRACTOR in connection with the City project shall be subject to the payment of City sales tax. If the CONTRACTOR is appointed to be an agent of the City by City Council resolution, thereby exempting material purchases for the project from the payment of City sales tax, CONTRACTOR shall certify, in writing, on the copy of the invoice or sales ticket to be retained by said CONTRACTOR that the purchases are made for and on behalf of the City in accordance with 68 O.S. 1356, paragraph 10.



Cargill® Industrial Salts

## Kiln Dried Coarse and Extra Coarse Solar Salt



### Product Description

#### Kiln Dried Coarse/Extra Coarse Salt

This product is a coarse screened, sodium chloride salt crystallized by solar evaporation. The crystallized salt is washed to remove surface impurities, drained of excess moisture, dried and screened to size. The product is acceptable for regeneration of water softener ion exchange resins (P1) by NSF Registration Guidelines for Nonfood Compounds and is certified to ANSI/NSF/CAN Standard 60.

This material contains no anticaking or free-flowing additives or conditioners.

This product is not approved for human or animal consumption and is intended for use only in chemical or industrial applications.

### Product Application

This material is intended for a variety of industrial uses.

### Caking Resistance

Caking Resistance: Caking resistance varies depending on crystal size, additives and storage conditions. End use application should be considered when determining acceptable product life in regards to caking resistance. This product has an estimated caking resistance of 1-2 years. To improve caking resistance, this product should be stored in a dry, covered area at humidity below 75%.

### Methods of Analysis

Methods of analysis are based on ASTM E 534 and Cargill internal methods.

### Producing Locations

This product is packaged at Cargill Salt Timpie, UT; Buffalo, IA; Savage, MN; Freedom, OK, and White Marsh, MD. Product of USA, Mexico and Bonaire, Netherlands.



### Physical Information

#### Chemical Analysis

PHYSICAL	TYPICAL
NaCl - Dry (%) CAS No. 7647-14-5	99.6
Water Insolubles (%)	0.01
Surface Moisture (%)	0.06

#### Sieve Analysis

PERCENT PARTICLE SIZE DISTRIBUTION (SCREENS)	OPENING INCHES	OPENING MICRONS	% RETAINED TYPICAL
Sieve - USS 0.25 Mesh Retained	0.250	6350	12
Sieve - USS 4 Mesh Retained	0.187	4750	27
Sieve - USS 6 Mesh Retained	0.132	3360	28
Sieve - USS 8 Mesh Retained	0.0937	2380	26
Sieve - USS 10 Mesh Retained	0.0787	2000	5
Sieve - USS 12 Mesh Retained	0.0661	1680	1
Sieve - Retained on Pan	-	-	1

#### Bulk Density

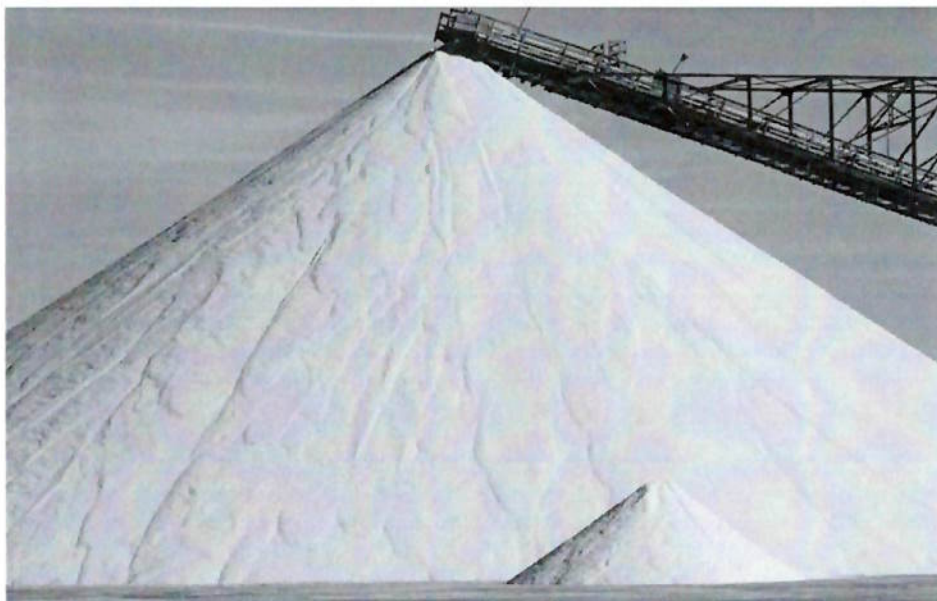
PARAMETER	TYPICAL
Pounds per Cubic Foot	70
Grams per Liter	1120



## Kiln Dried Coarse and Extra Coarse Salt

### CONTACT

**Cargill Salt**  
P.O. Box 5621  
Minneapolis, MN 55440  
Phone: 888-385-SALT (7258)  
[www.cargill.com/salt](http://www.cargill.com/salt)



### Product Configuration

PRODUCT NAME	SAP DESCRIPTION	SAP NUMBER	PALLET DIMENSION	PALLET WEIGHT (LB)
<b>Kiln Dried Extra Coarse Salt</b>				
2000 lb. Tote with liner	KD XCRS 2000LB MB W/L	100012718	40 x 48 x 36	2055
2000 lb. Tote no liner	KD XCRS 2000LB MB N/L NSF® 60	100012732	40 x 48 x 36	2055
2400 lb. Tote	KD XCRS 2400LB MB N/L NSF® 60	100011187	40 x 48 x 36	2455
Bulk	KD XCRS BULK NSF® 60	100011140		
<b>Kiln Dried Coarse Salt</b>				
Bulk	KD CRSE SO BULK NSF® 60	100011143		

### Why Cargill?

- Salt products are an integral part of Cargill – one of the world's largest food ingredient providers and a recognized leader in the food processing industry.
- Our products go well beyond standard and high purity salt: Our Alberger® brand, Microsized®, Premier™, CMF®, sea salts, and our sodium reduction solutions such as Potassium Pro® and FlakeSelect®, make up the most extensive product line in the Industry.
- We offer full EDI capabilities for customers who need to exchange information via Electronic Data Interchange and the only online ordering portal in the industry, [www.cargillsaltstore.com](http://www.cargillsaltstore.com).
- Cargill's nationwide distribution capabilities, combined with the best logistics and customer service specialists in the business, ensure that you get the right salt at the right time.

[www.cargillsaltstore.com](http://www.cargillsaltstore.com)

**Customer Service: (800) 377-1017**

All specifications are approximate. Please contact your broker or Cargill representative for exact specifications.

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SALT-3890 (6/24)

[www.cargillsalt.com](http://www.cargillsalt.com)

[www.cargillsaltstore.com](http://www.cargillsaltstore.com)





# SAFETY DATA SHEET

Item 5.

## 1. Identification

**Product identifier** Kiln Dried Solar Salt

**Other means of identification**

**SDS number** NK3

**Synonyms** Kiln Dried Solar Salt - Coarse. \* Kiln Dried Solar Salt - Medium. \* Cod Fish Salt. \* North Pacific Boat & Shore® Salt - Coarse. \* North Pacific Boat & Shore® Salt - Medium. \* North Pacific Boat & Shore® Salt - Extra Fine. \* Sodium Chloride (Salt). \* Kiln Dried Solar Salt - Extra Fine.

**Recommended use** Salt may be intended for food or animal feed (agricultural) as well as several industrial applications including deicing and water conditioning.

**Recommended restrictions** None known.

### Manufacturer/Importer/Supplier/Distributor information

#### Manufacturer

**Company name** Cargill Incorporated

**Address** Minneapolis, MN 55440

**Telephone** 1-888-385-7258

**Website** www.cargillsalt.com

**Emergency telephone number** North America: 1-800-255-3924  
International: +1-813-248-0585 Collect calls are accepted

## 2. Hazard(s) identification

**Physical hazards** Not classified.

**Health hazards** Not classified.

**OSHA defined hazards** Not classified.

#### Label elements

**Hazard symbol** None.

**Signal word** None.

**Hazard statement** The mixture does not meet the criteria for classification.

**Precautionary statement**

**Prevention** Observe good industrial hygiene practices.

**Response** Wash hands after handling.

**Storage** Store away from incompatible materials.

**Disposal** Dispose of waste and residues in accordance with local authority requirements.

**Hazard(s) not otherwise classified (HNOC)** None known.

**Supplemental information** None.

## 3. Composition/information on ingredients

#### Mixtures

Chemical name	CAS number	%
Sodium Chloride	7647-14-5	100

GRAS Substance (Generally Recognized As Safe).

## 4. First-aid measures

**Inhalation** If dust from the material is inhaled, remove the affected person immediately to fresh air. Call a physician if symptoms develop or persist.

**Skin contact** Wash off with soap and water. Get medical attention if irritation develops and persists.

**Eye contact** Rinse with water. Get medical attention if irritation develops and persists.



<b>Ingestion</b>	Give one or two glasses of water if patient is alert and able to swallow. Get medical attention if symptoms occur.
<b>Most important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation.
<b>Indication of immediate medical attention and special treatment needed</b>	Treat symptomatically.
<b>General information</b>	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

## 5. Fire-fighting measures

<b>Suitable extinguishing media</b>	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO <sub>2</sub> ).
<b>Unsuitable extinguishing media</b>	Do not use water jet as an extinguisher, as this will spread the fire.
<b>Specific hazards arising from the chemical</b>	During fire, gases hazardous to health may be formed such as: Carbon oxides (CO <sub>x</sub> ). Hydrogen Chloride (HCl). Sodium oxides.
<b>Special protective equipment and precautions for firefighters</b>	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
<b>Fire fighting equipment/instructions</b>	Use water spray to cool unopened containers.
<b>Specific methods</b>	Use standard firefighting procedures and consider the hazards of other involved materials.
<b>General fire hazards</b>	This product is not flammable or combustible.

## 6. Accidental release measures

<b>Personal precautions, protective equipment and emergency procedures</b>	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. For personal protection, see section 8 of the SDS.
<b>Methods and materials for containment and cleaning up</b>	If sweeping of a contaminated area is necessary use a dust suppressant agent which does not react with the product. Collect dust using a vacuum cleaner equipped with HEPA filter. Minimize dust generation and accumulation. Avoid release to the environment. Following product recovery, flush area with water. For waste disposal, see section 13 of the SDS.
<b>Environmental precautions</b>	Avoid discharge into drains, water courses or onto the ground.

## 7. Handling and storage

<b>Precautions for safe handling</b>	Provide appropriate exhaust ventilation at places where dust is formed. Minimize dust generation and accumulation. Avoid breathing dust. Avoid contact with eyes. Avoid contact with water and moisture. Keep away from strong acids. Practice good housekeeping.
<b>Conditions for safe storage, including any incompatibilities</b>	Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS). Becomes hygroscopic at 70-75% relative humidity. Avoid humid or wet conditions as product will cake and become hard.

## 8. Exposure controls/personal protection

<b>Occupational exposure limits</b>	No exposure limits noted for ingredient(s).
<b>Biological limit values</b>	No biological exposure limits noted for the ingredient(s).
<b>Appropriate engineering controls</b>	Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing.
<b>Individual protection measures, such as personal protective equipment</b>	
<b>Eye/face protection</b>	Unvented, tight fitting goggles should be worn in dusty areas.
<b>Skin protection</b>	
<b>Hand protection</b>	Wear appropriate chemical resistant gloves.
<b>Skin protection</b>	
<b>Other</b>	Wear suitable protective clothing.
<b>Respiratory protection</b>	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits.
<b>Thermal hazards</b>	Wear appropriate thermal protective clothing, when necessary.



**General hygiene considerations**

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

**9. Physical and chemical properties**

<b>Appearance</b>	White crystalline solid
<b>Physical state</b>	Solid.
<b>Form</b>	Crystalline solid.
<b>Color</b>	White to opaque
<b>Odor</b>	Halogen odor when heated
<b>Odor threshold</b>	Not available.
<b>pH</b>	Not available.
<b>Melting point/freezing point</b>	1473.8 °F (801 °C)
<b>Initial boiling point and boiling range</b>	2669 °F (1465 °C) (760 mmHg)
<b>Flash point</b>	Not available.
<b>Evaporation rate</b>	Not available.
<b>Flammability (solid, gas)</b>	Not available.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	Not available.
<b>Flammability limit - upper (%)</b>	Not available.
<b>Explosive limit - lower (%)</b>	Not available.
<b>Explosive limit - upper (%)</b>	Not available.
<b>Vapor pressure</b>	2.4 mm Hg (1376.6 °F (747 °C))
<b>Vapor density</b>	Not available.
<b>Relative density</b>	2.16 (H <sub>2</sub> O = 1)
<b>Solubility(ies)</b>	
<b>Solubility (water)</b>	26.4 %
<b>Partition coefficient (n-octanol/water)</b>	Not available.
<b>Auto-ignition temperature</b>	Not available.
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	Not available.
<b>Other information</b>	
<b>Bulk density</b>	35 - 83 lb/ft <sup>3</sup>
<b>Molecular formula</b>	NaCl
<b>Molecular weight</b>	58.44
<b>pH in aqueous solution</b>	6 - 10

**10. Stability and reactivity**

<b>Reactivity</b>	The product is stable and non-reactive under normal conditions of use, storage and transport.
<b>Chemical stability</b>	Material is stable under normal conditions.
<b>Possibility of hazardous reactions</b>	No dangerous reaction known under conditions of normal use.
<b>Conditions to avoid</b>	Contact with incompatible materials. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air).
<b>Incompatible materials</b>	Avoid contact with strong acids. Becomes corrosive to metals when wet.
<b>Hazardous decomposition products</b>	May evolve chlorine gas when in contact with strong acids.



## 11. Toxicological information

### Information on likely routes of exposure

<b>Inhalation</b>	Inhalation of dusts may cause respiratory irritation.
<b>Skin contact</b>	Prolonged or repeated skin contact may cause irritation.
<b>Eye contact</b>	Dust in the eyes will cause irritation.
<b>Ingestion</b>	Expected to be a low ingestion hazard.

### Symptoms related to the physical, chemical and toxicological characteristics

Eye and skin contact: Exposure may cause temporary irritation, redness, or discomfort. For ingestion, consuming less than a few grams would not be harmful. The following effects were observed after ingesting an excessive quantity: nausea and vomiting, diarrhea, cramps, restlessness, irritability, dehydration, water retention, nose bleed, gastrointestinal tract damage, fever, sweating, sunken eyes, high blood pressure, muscle weakness, dry mouth and nose, shock, cerebral edema (fluid on brain), pulmonary edema (fluid in lungs), blood cell shrinkage, and brain damage (due to dehydration of brain cells). Death is generally due to cardiovascular collapse or CNS damage.

### Information on toxicological effects

**Acute toxicity** In some cases of confirmed hypertension, ingestion may result in elevated blood pressure.

Components	Species	Test Results
Sodium Chloride (CAS 7647-14-5)		
<u>Acute</u>		
Oral		
LD50	Rat	3000 mg/kg
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.	
Serious eye damage/eye irritation	Dust in the eyes will cause irritation.	
Respiratory or skin sensitization		
Respiratory sensitization	Not available.	
Skin sensitization	This product is not expected to cause skin sensitization.	
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Not listed.		
NTP Report on Carcinogens		
Not listed.		
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)		
Not regulated.		
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.	
Specific target organ toxicity - single exposure	Not classified.	
Specific target organ toxicity - repeated exposure	Not classified.	
Aspiration hazard	Due to the physical form of the product it is not an aspiration hazard.	

## 12. Ecological information

<b>Ecotoxicity</b>	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
<b>Persistence and degradability</b>	No data is available on the degradability of this product.
<b>Bioaccumulative potential</b>	No data available.
<b>Mobility in soil</b>	No data available.
<b>Other adverse effects</b>	None known.

## 13. Disposal considerations

<b>Disposal instructions</b>	Collect and reclaim or dispose in sealed containers at licensed waste disposal site.
<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.



<b>Hazardous waste code</b>	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

## 14. Transport information

### DOT

Not regulated as dangerous goods.

### IATA

Not regulated as dangerous goods.

### IMDG

Not regulated as dangerous goods.

**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code** Not applicable.

## 15. Regulatory information

**US federal regulations** This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.  
All components are on the U.S. EPA TSCA Inventory List.

### TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

### CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

### SARA 304 Emergency release notification

Not regulated.

### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

### Superfund Amendments and Reauthorization Act of 1986 (SARA)

#### SARA 302 Extremely hazardous substance

Not listed.

**SARA 311/312 Hazardous chemical** Yes

**Classified hazard categories** Acute toxicity (any route of exposure)

#### SARA 313 (TRI reporting)

Not regulated.

### Other federal regulations

#### Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

#### Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

**Safe Drinking Water Act (SDWA)** Not regulated.

### US state regulations

#### US. Massachusetts RTK - Substance List

Not regulated.

#### US. New Jersey Worker and Community Right-to-Know Act

Not listed.

#### US. Pennsylvania Worker and Community Right-to-Know Law

Not listed.

#### US. Rhode Island RTK

Not regulated.



**California Proposition 65**

Item 5.

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**International Inventories**

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

**16. Other information, including date of preparation or last revision**

**Issue date** 17-November-2014

**Revision date** 20-March-2018

**Version #** 02

**HMIS® ratings** Health: 1  
Flammability: 0  
Physical hazard: 0  
Personal protection: A

**Disclaimer** All statements, technical information and recommendations contained herein are, the best of our knowledge, reliable and accurate; however no warranty, either expressed or implied is made with respect thereto, nor will any liability be assumed for damages resultant from the use of the material described.

It is the responsibility of the user to comply with all applicable federal, state and local laws and regulations. It is also the responsibility of the user to maintain a safe workplace. The user should consider the health hazards and safety information provided herein as a guide and should take the necessary steps to instruct employees and to develop work practice procedures to ensure a safe work environment.

This information is not intended as a license to operate under, or a recommendation to practice or infringe upon any patent of this Company or others covering any process, composition of matter or use.



BID RECORD  
City of Norman

BID: 2425-8

TITLE: SALT

DATE: 7/5/24

BIDDER NAME	TOTAL BID			
1. Cargill	\$ <u>274.21</u>	\$	\$	\$
2. Morton Salt	\$ <u>549.81</u>	\$	\$	\$
3.	\$	\$	\$	\$
4.	\$	\$	\$	\$
5.	\$	\$	\$	\$
6.	\$	\$	\$	\$
7.	\$	\$	\$	\$
8.	\$	\$	\$	\$
9.	\$	\$	\$	\$
10.	\$	\$	\$	\$
11.	\$	\$	\$	\$
12.	\$	\$	\$	\$
13.	\$	\$	\$	\$

Received and Opened by: Fred DeLo

Date: 7.5.2024



**File Attachments for Item:**

6. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$2,600 FOR THE PURCHASE OF SUCTION UNITS **FROM** THE Cleveland County Public Safety Sales Tax Committee (CCPSST) TO BE USED BY THE NORMAN FIRE DEPARTMENT AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/23/2024

**REQUESTER:** Justin Garrett

**PRESENTER:** Justin Garrett, EMS Director

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$2,600 FOR THE PURCHASE OF SUCTION UNITS FROM THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMITTEE (CCPSST) TO BE USED BY THE NORMAN FIRE DEPARTMENT AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

---

### BACKGROUND:

Section 12-111 of the City Code requires that the City Council accept all donations received by the City prior to the use or disbursement of same. Therefore, it is requested that Council review and consider the following items for acceptance and use by the Norman Fire Department.

The Norman Fire Department is a member of the Cleveland County Public Safety Sales Tax Committee (CCPSST). The Cleveland County Public Safety Sales Tax has been created to supplement the budget of emergency response providers in Cleveland County to help provide needed equipment for those departments.

### DISCUSSION:

“The Laerdal Suction Units allow all responding Norman Fire Engines to have the capability of clearing the airway of a patient who may have an airway obstruction. This approval of the funds will help in the replacement of units that are in need of being replaced due to age and normal wear and tear.”

The Norman Fire Department submitted an agenda item to the CCPSST. A request for four Laerdal Suction Units at a cost of \$650 each for a total of \$2,600 was submitted. The Committee conducted its monthly meeting, and our agenda item was reviewed and voted on by Committee members. Norman Fire was awarded the funds to purchase the requested devices.

Funds for the items have been received by the City and we are authorized to purchase the items and then submit proof of purchase to the CCPSST Chair, George Mauldin.



**RECOMMENDATION:**

It is recommended that City Council accept the donation of \$2,600 and deposit the funds into Donations-Public Safety (account 106-363376), and appropriate the funds into Fire Suppression: Other Supplies/Materials/First Aid Supplies (account 10664143-43116) for Laerdal Suction Units for the Norman Fire Department.



**File Attachments for Item:**

7. CONSIDERATION OF ACCEPTANCE AND APPROPRIATION OF A DONATION IN THE AMOUNT OF \$500 FROM THE J.M. WILLIAMS REVOCABLE TRUST TO THE NORMAN FIRE DEPARTMENT





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/23/2024

**REQUESTER:** Travis King

**PRESENTER:** Travis King, Fire Chief

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE AND APPROPRIATION OF A DONATION IN THE AMOUNT OF \$500 FROM THE J.M. WILLIAMS REVOCABLE TRUST TO THE NORMAN FIRE DEPARTMENT

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### **BACKGROUND:**

Section 12-111 of the City Code requires that the City Council accept all donations valued greater than \$250 received by the City prior to the use or disbursement of same. Therefore, it is requested that Council review and consider the following item for acceptance and use by the Norman Fire Department.

### **DISCUSSION:**

The Fire Department has received a donation of \$500 from the J.M. Williams Revocable Trust. The money will be deposited into the Fire Miscellaneous revenue account to be used to purchase replacement fire station materials.

### **RECOMMENDATION:**

It is recommended that City Council accept the donation of \$500 from the J.M. Williams Revocable Trust to be used to purchase fire station materials and the money be deposited into Revenue Other: Fire Miscellaneous (account 10 22438) and appropriated to Fire Suppression: Other Supplies and Materials – Institutional Supplies (account 10664143-43107).



**File Attachments for Item:**

8. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2223-153:  
BY AND BETWEEN THE CITY OF NORMAN AND ARROYO'S CONCRETE LLC  
DECREASING THE CONTRACT AMOUNT BY \$45,543.79 FOR A REVISED AMOUNT  
OF \$362,558.71 AND THE FINAL ACCEPTANCE OF THE CONTRACT AND FINAL  
PAYMENT OF \$18,128.05, FOR THE MILLER AVENUE CURB AND GUTTER  
MAINTENANCE PROJECT.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/23/2024

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

**PRESENTER:** Scott Sturtz, Interim Director of Public Works

**TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2223-153: BY AND BETWEEN THE CITY OF NORMAN AND ARROYO'S CONCRETE LLC DECREASING THE CONTRACT AMOUNT BY \$45,543.79 FOR A REVISED AMOUNT OF \$362,558.71 AND THE FINAL ACCEPTANCE OF THE CONTRACT AND FINAL PAYMENT OF \$18,128.05, FOR THE MILLER AVENUE CURB AND GUTTER MAINTENANCE PROJECT.

### BACKGROUND:

The Miller Avenue Project was adopted as a part of the FYE 2023 budget process as an amendment. In previous years, City staff in coordination with residents along Miller avenue explored options available to address the concerns and repairs of the deteriorated curb and gutter throughout the project limits. It was determined that the extent of work needed far exceeded the standard allocation received through the Community Development Block Grant program and therefore staff proposed capital allocations to address the conditions within the corridor.

Miller Avenue between Alameda and Classen Boulevard is a 2 lane residential roadway located in the Miller Historic District. The curbs along these described limits had deteriorated severely over the years creating areas of curb loss, pooling of water and limiting the curbs ability to function properly. Additionally, in early years of road maintenance it was common practice to place asphalt directly on top of existing roadways as a means of maintaining or improving pavement conditions. This practice is no longer utilized as it was a positive improvement for the driving surface but ultimately created future problems in maintaining the curb and gutter. This method also created grade variations at private driveways which allows water to sit along the edge of asphalt creating potential damage to pavement.

This project included extensive curb and gutter replacement along Miller Avenue from Alameda Street to Classen Boulevard. ADA curb ramp, sidewalk, and driveway approach improvements were also completed to ensure the edge of roadway is consistent in nature and functionality.

The project was awarded to Arroyo's Concrete, LLC in the amount of \$408,102.50 at the June 27, 2023 Council meeting.



**DISCUSSION:**

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

Of the twenty-six (26) bid items, twenty-four (24) items had a quantity change. Thirteen (13) quantity changes resulted in increased cost, while twelve (11) quantity changes resulted in decreased cost for an overall contract decrease of \$45,543.79 or 11.2%. The contract decreased from \$408,102.50 to \$362,558.71 (please see the attached Change Order 1 for a complete list of bid item cost increases and decreases).

The final payment amount owed to Arroyo's Concrete, LLC is \$18,128.05, which includes the full 5% retainage. This contract is being accounting for in Miller Avenue Curb and Gutter Maintenance, Construction (Account 50590052-46101; Project TC0282).

**RECOMMENDATION 1:**

Staff recommends that Change Order 1, decreasing Contract K-2223-153 for the Miller Avenue Curb and Gutter Maintenance project with Arroyo's Concrete, LLC by \$45,543.79 from \$408,102.50 to \$362,558.71, be approved.

**RECOMMENDATION 2:**

Staff further recommends final acceptance of the Miller Avenue Curb and Gutter Maintenance project, Contract K-2223-153, and final payment to Arroyo's Concrete, LLC be approved in the amount of \$18,128.05.

Reviewed by: Joseph Hill, Streets Program Manager  
Scott Sturtz, Interim Director of Public Works  
Clint Mercer, Chief Accountant  
Anthony Francisco, Director of Finance  
Kathryn Walker, City Attorney  
Darrel Pyle, City Manager



CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1DATE: June 26, 2024CONTRACT NO.: K-2223-153SUBMITTED BY: Joseph HillPROJECT: Miller Avenue Curb and Gutter Maintenance

CONTRACTOR: Arroyo's Concrete, LLC  
1233 SW 41<sup>st</sup> St.  
Oklahoma City, Oklahoma 73109

Original Contract Time: 100 daysOriginal Contract Amount: \$408,102.50

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$0.00	\$(45,543.79)
Change in Contract Time	0 Days	0 Days

NET CHANGE \$(45,543.79)REVISED CONTRACT TIME: 100 daysREVISED CONTRACT AMOUNT: \$362,558.71

See Detailed Quantity Change on Page 2 of 2:



## Detailed Quantity Change:

ITEM	DESCRIPTION	UNIT	CONTRACT QUANTITY	CO #1 QUANTITY	QUANTITY CHANGE	COST CHANGE
1	Mobilization	L.	1	1.33	0.33	\$2,502.78
2	Traffic Control (11,12,13)	L.	1	1	0	\$0.00
3	Saw Cut Pavement Full Depth	L.F.	3250	4,222.74	972.74	\$3,890.96
4	Remove Curb & Gutter (6)	L.F.	3200	3,266.66	66.66	\$666.60
5	Remove existing concrete	S.Y.	1008	409.77	(598.23)	(\$5,982.30)
6	Remove Asphalt Pavement full	S.Y.	780	651.24	(128.76)	(\$1,287.60)
7	Remove Sidewalk (6)	S.Y.	500	907.84	407.84	\$4,078.40
8	Undercut (2)	C.Y.	15	0	(15.00)	(\$225.00)
9	Type A ODOT Aggregate base	TON	30	259.87	229.87	\$11,493.50
10	Repair inlet box and adjust to	E.A.	7	7	0	\$0.00
11	Replace Inlet Grate (15)	EA.	2	0	(2)	(\$800.00)
12	Replace Inlet hood (15)	E.A.	1	0	(1)	(\$400.00)
13	Adjust Manhole Ring to Grade	E.A.	2	0	(2)	(\$1,100.00)
14	Adjust water valve	E.A.	2	6	4	\$1,000.00
15	Modified Mountable Curb 2"-4"	L.F.	300	0	(300.00)	(\$7,500.00)
16	4" - 6" curb and gutter	L.F.	3200	3,300.66	100.66	\$2,516.50
17	3000 PSI Concrete for 6"	S.Y.	28	370.72	342.72	\$20,563.20
18	3000 PSI high-early strength	S.Y.	1000	39.05	(960.95)	(\$62,461.75)
19	3000 PSI Concrete 4" Sidewalk	S.Y.	600	727.78	127.78	\$7,027.90
20	3000 PSI Concrete sidewalk	S.Y.	200	201.01	1.01	\$121.20
21	Detectable Warning Surface	S.F.	200	242.00	42	\$1,260.00
22	Superpave Type S4 (PG64-	TON	360	264.14	(95.86)	(\$20,609.90)
23	Repair existing Sprinkler head	E.A.	20	76.40	56.40	\$5,640.00
24	Repair existing sprinkler line	L.F.	150	53	(97)	(\$2,425.00)
25	Clean Topsoil	C.Y.	45	46	1	\$60.00
26	Slab Sod (4)	S.Y.	780	333.34	(446.66)	(\$3,573.28)
	TOTAL COST CHANGE					(\$45,543.79)

CONTRACTOR: Emilio Ougo

ENGINEER: [Signature]

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

ACCEPTED BY: \_\_\_\_\_  
(Mayor)

DATE: 6/26/2024

DATE: 6-26-24

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

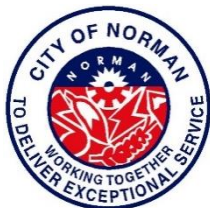
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**File Attachments for Item:**

9. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-2 AND CONTRACT K-2425-1 AND CHANGE ORDER ONE: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., IN THE AMOUNT OF \$532,590.62 FOR THE FYE 2025 SIDEWALK CONCRETE PROJECTS, PERFORMANCE BOND B-2425-1; STATUTORY BOND B-2425-2; MAINTENANCE BOND MB-2425-1, AND RESOLUTION R-2425-1 GRANTING TAX-EXEMPT STATUS





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/23/2024

**REQUESTER:** Steve Guizzo, Engineering Assistant

**PRESENTER:** Scott Sturtz, Acting Director of Public Works

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-2 AND CONTRACT K-2425-1 AND CHANGE ORDER ONE: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., IN THE AMOUNT OF \$532,590.62 FOR THE FYE 2025 SIDEWALK CONCRETE PROJECTS, PERFORMANCE BOND B-2425-1; STATUTORY BOND B-2425-2; MAINTENANCE BOND MB-2425-1, AND RESOLUTION R-2425-1 GRANTING TAX-EXEMPT STATUS

### BACKGROUND:

This project will provide funding to: assist property owners in repairing existing sidewalks and construct new sidewalks, create ADA accessible routes in needed areas, construct new sidewalk for pedestrian routes to schools, perform sidewalk, ramp, and curb repair work in specified locations in the downtown area and perform sidewalk, ramp, and curb repair work in specified locations primarily along arterial road routes.

Pursuant to State Law (Title 11, Section 36-104), although developers and abutting property owners are responsible for constructing and maintaining sidewalks, the City has the responsibility of ensuring safe sidewalks. The City Council established a sidewalk program in 1997 to reduce this burden to property owners. Accordingly, funds are allocated for five separate capital project accounts within the Capital Improvement Program Budget. Because the projects are similar in nature, the City has historically achieved economy of scale and received more competitive bids when these projects are bundled and bid together. These five projects are described in detail below.

The **Citywide Sidewalk Reconstruction Program** is intended to assist property owners in repairing sidewalks and constructing new sidewalks to close gaps in existing sidewalk. Property owners who wish to participate in the Citywide Sidewalk Reconstruction Project will pay fifty percent (50%) of the estimated cost, with the City paying the remaining fifty- percent (50%) from funds allocated to this project. Citizen contributions are subsequently recouped with City Council approval to replenish this program funding. This is a very popular and cost-saving program for residents and the demand typically outpaces the allocated resources.



The **Sidewalk Accessibility Program** provides sidewalk ramps where none exist and rebuilds existing ramps that do not comply with the current Americans with Disabilities Act (ADA) standards. This project will construct approximately six curb ramps per year. Locations are determined at the request of citizens and along arterial and collector streets that do not currently have ramps at street-sidewalk intersections. The locations in this year's program will include six ramps at Main Street and Creekdale Drive and Northwich Drive and Willow Branch Road.

The **Sidewalk Program for Schools and Arterials Program** is used to construct new sidewalks adjacent to elementary schools that have no sidewalks and along walking routes to the schools. This year's project consists of Phase II of a two-phase project. It encompasses new sidewalk construction, where sidewalk is discontinuous along Mimosa Drive from Stubbeman Avenue to N Peters Ave, servicing Norman North High School.

The **Downtown Area Sidewalks and Curbs Program** will repair hazardous or deteriorated sidewalks, ramps and curbs in the downtown area. This year's project location will be concentrated along N Crawford Avenue, from Daws Avenue to Alley S of Daws Avenue. This project will consist of new sidewalk construction along the east side of the roadway. There will also be repairs made to the existing sidewalks along Webster Avenue from Main Street to Comanche Street as well as sidewalk and driveway approach between 203 and 219 S University Boulevard.

The **Sidewalks and Trails Program** constructs new sidewalk and trails throughout the city. This year these funds will be combined with Sidewalk Program for Schools and Arterials Program to complete Phase II of Mimosa Drive.

## DISCUSSION:

The project was publically advertised on May 16, 2024 and May 23, 2024. Three contractors attended a pre-bid conference on May 23, 2024. Three bids were submitted and opened on June 6, 2024. The project was advertised in a local paper, in plan rooms and sent to our normal concrete contractors. There is a lot of work in the City of Norman and the Oklahoma City metro area. Contractors that would normally bid on these programs have current contracts and may not have the capacity to complete this contract.

Tabulation of Bid Results

Contractor	Total
Arroyo's Concrete, LLC.	\$532,590.62
EMC Services, LLC.	\$565,128.72
Rudy Construction Co.	\$636,700.15
Engineer's Estimate	\$438,000.00

All bids submitted exceeded the engineer's estimate. The low bid by Arroyo's Concrete, LLC of Oklahoma City in the amount of \$532,590.62, which is \$94,590.62, or 21.6%, more than the engineer's estimate and \$72,590.62 or 15.8% over the budgeted amount of \$460,000.00.



Staff has reviewed this bid and based on the current market and the work to be completed the bid is acceptable. Arroyo's Concrete, LLC is a responsible bidder. They are currently performing similar work for the City of Norman and have completed the work for this program in previous years.

The **"Citywide Sidewalk Reconstruction Program"** funds for this fiscal year will be used in the City's fifty percent (50%) match of this program, in which the property owner chooses to use their own contractor or the City of Norman contractor. The current bid of \$139,240.00 is above the FYE 2025 budget of \$125,000.00 for this sub-project. Staff is requesting to decrease the bid amount to \$125,000.00 to use the funding throughout the year to complete necessary repairs in the Citywide 50/50 Program. Last year all funds in this program were used to assist 57 property owners to repair or replace sidewalks abutting their property. It is anticipated this program will assist about the same amount of property owners this year as we have already received over 10 requests to participate in the program.

The **"Sidewalk Accessibility Program"** sub-project was funded for \$45,000.00 in FYE 2025 and the bid of \$37,606.00 yields a surplus of \$7,394, requiring no change.

The **"Sidewalk Program for Schools and Arterials" and Sidewalks and Trails Program"** sub-project was funded for \$240,000.00 in FYE 2025 and the bid of \$284,030.00 yields a deficit of \$44,030.00. The increase in the costs for this program is attributed to the current economy, staffing shortages and inflation in material costs. This has been compounded recently by shortages in cement for concrete and other building materials. This project will be constructed with cost cutting methods to save money and complete as much of the project as possible without going over budget.

The **"Downtown Area for Sidewalks & Curbs"** sub-project was budgeted for \$50,000.00 in FYE 2025 and the bid of \$71,714.62 yields a deficit of \$21,714.62. The scope of this project has been reduced to necessary repairs to the sidewalks along N Crawford Avenue and ramps at W Tonhawa Street and the entrance to the Post Office. The scope of this project will be decreased by eliminating an approach and sidewalks on S University at the Alley south of W Comanche Street and the elimination of two ramp removal and replacements locations on S Webster Avenue. With the increased costs attributed to the current economy, staffing shortages and inflation in material costs have resulted in the increased costs. This has been compounded recently by shortages in cement for concrete and other building materials.

Several of the programs have exceed their budgeted amounts as discussed above. The selected projects are necessary and funding is available as discussed below. These programs will be funded as follows:

Project	Number and Account	FYE 2025 Program Budget	Bid Amount	Deductive Change Order #1	Additive Change Order #1
Citywide Sidewalk Reconstruction 50/50 Program	TC0273 ACCT#50590052-46101	\$125,000.00	\$139,240.00	-\$14,240.00	



Sidewalk Accessibility Program	TC0238 ACCT#50593316-46101	\$45,000.00	\$37,606.00		\$7,394.00
Sidewalk Program for Schools and Arterials and Sidewalks and Trails Program	TC0249 ACCT#50593317-46101 and TC0262 ACCT#5051179-46101	\$240,000.00	\$284,030.00	-\$44,030.00	
Downtown Area Sidewalks and Curbs	TC0274 ACCT#50597716-46101	\$50,000.00	\$71,714.62	-\$21,714.62	
<b>Total:</b>		<b>\$460,000.00</b>	<b>\$532,590.62</b>	<b>-\$79,984.62</b>	<b>\$7,394.00</b>

If approved, construction of the FYE 2025 Sidewalk Concrete Projects will begin on or around July 15, 2024. The construction time for this project is 350 days with a completion date of June 30, 2025.

#### RECOMMENDATION NO. 1:

Three bids were received, but based on the current contracting conditions and materials costs and the past experience with the bidder, staff recommends the approval of Contract K-2425-1 with Arroyo's Concrete, LLC. in the amount of \$532,590.62 for construction of the FYE 2025 Sidewalk Concrete Projects.

#### RECOMMENDATION NO. 2:

Staff further recommends that, upon approval of Contract K-2425-1, the following bonds be approved:

Performance Bond No. B-2425-1  
Statutory Bond No. B-2425-2  
Maintenance Bond No. MB-2425-1

#### RECOMMENDATION NO. 3:

Staff further recommends that, upon approval of Contract K-2425-1, Arroyo's Concrete, LLC. be authorized as Project Agent via Resolution No. R-2425-1.

#### RECOMMENDATION NO. 4:

Staff further recommends that, upon approval of Contract K-2425-1, Change Order Number 1 reducing the program costs in the amount of \$79,984.62 for the sub-projects **Sidewalk Program for Schools and Arterials and Sidewalks and Trails Program, Downtown Area for Sidewalks & Curbs and Citywide Sidewalk Reconstruction Program** as shown in the table in this item be accepted to decrease the Citywide Sidewalk Reconstruction Program. The sub-project **Sidewalk Accessibility Program** shall be increased by \$7,394.00 to utilize the budgeted funds.



## C O N T R A C T

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ARROYO'S CONCRETE, LLC, as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

### W I T N E S S E T H

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

### BID 2425-2 FYE 2025 SIDEWALK CONCRETE PROJECTS

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) Four hundred Sixty thousand (DOLLARS);

(NUMERALS) (\$ 460,000.00 ).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

Contract No. K-2425-1

Page 1 of 4



2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid them as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make their final certificate to the CITY.

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

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

FYE 2025 Sidewalk Concrete Projects

- a. 356 Calendar Days for all projects except Citywide Sidewalk Reconstruction Project
  1. 356 Calendar Days does not include weather days
    - i) Weather days to be determined by the City Engineer
- b. Citywide Sidewalk Reconstruction Project is an on-call service project
  1. Project will expire when bid amount is fully depleted or June 30, 2025

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
- b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to

Contract No. K-2425-1

Page 2 of 4



any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) ss:

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

Emilio Arroyo  
Contractor

Contract No. K-2425-1  
Page 3 of 4



(Corporate Seal) (where applicable)

ATTEST:  
Authorized Representative

Corporate Secretary (where applicable)

Principal Aero Chzygo  
Signed: \_\_\_\_\_  
Title: Manager  
Address: 1233 SW 41st St. OKC, OK 73109  
Telephone: 405-637-9818

CITY OF NORMAN:

Approved as to form and legality this 10 day of July 2024

City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

City Clerk

Mayor



**CITY OF NORMAN****MAINTENANCE BOND**

Know all men by these presents that Arroyo's Concrete, LLC, as Principal, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Four Hundred Sixty Thousand Dollars and Zero Cents (\$460,000.00), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of Sixty-Nine Thousand Dollars and Zero Cents (\$69,000.00), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of one year thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

**BID 2425-2 FYE 2025 SIDEWALK CONCRETE PROJECTS**

has entered into a written CONTRACT (K-2425-1) with the CITY OF NORMAN, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of one (1) year from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Maintenance Bond No. MB-2425-1

Page 1 of 3



IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

ATTEST:

\_\_\_\_\_

Corporate Secretary (where applicable)

Principal: Arroyo's Concrete, LLC  
 Signed: [Signature]  
 Authorized Representative  
 Title: Manager

Address: 1233 SW 41st St.  
Oklahoma City, OK 73109

Telephone: 405.887.4526

(Corporate Seal) (where applicable)

ATTEST: [Signature]



Surety: RLI Insurance Company  
 Signed: [Signature]  
 Authorized Representative

Printed: Amy Winters  
 Authorized Representative

Title: Attorney-In-Fact

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

Telephone: 800.331.4929

**CORPORATE ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledge before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title), of \_\_\_\_\_,  
 a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires:

\_\_\_\_\_

Maintenance Bond No. MB-2425-1  
 Page 2 of 3



**INDIVIDUAL ACKNOWLEDGEMENT**

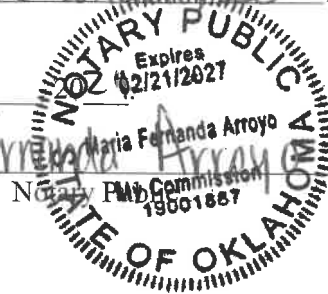
STATE OF Oklahoma )  
 ) ss:  
 COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this 8th day of July, 2024, by Veronica Arroyo-Manager (Name and Title) of Arroyo's Concrete, LLC, a(n) corporation.

WITNESS my hand and seal this 8th day of July

My Commission Expires:

02/21/2027

**PARTNERSHIP ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name and Title) \_\_\_\_\_ (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**CITY OF NORMAN**

Approved as to form and legality this 10 day of July, 2024.

Elizabeth L. Lichak  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

\_\_\_\_\_  
 Mayor



PERFORMANCE BOND

Know all men by these presents, that Arroyo's Concrete, LLC as PRINCIPAL, and RLI Insurance Company Corporation organized under the laws of the State of Illinois and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Four Hundred Sixty Thousand Dollars and Zero Cents DOLLARS, (\$ 460,000.00 ), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**BID 2425-1 FYE 2025 SIDEWALK CONCRETE PROJECTS**

has entered into a written CONTRACT (K-2425-1) with THE CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or their or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of their or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of \_\_\_\_\_, 20\_\_\_\_.

Performance Bond No. B-2425-1  
Page 1 of 3



(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

ATTEST:



Principal Arroyo's Concrete, LLC  
 Signed: [Signature]  
 Title: Manager  
 Authorized Representative

Address: 1233 SW 41st St.  
Oklahoma City, OK 73109

Telephone: 405.887.4526

Surety: RLI Insurance Company

Signed: [Signature]  
 Authorized Representative

Printed: Amy Winters  
 Authorized Representative

Title: Attorney-In-Fact

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

Telephone: 800.331.4929

**CORPORATE ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name and Title), of \_\_\_\_\_, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

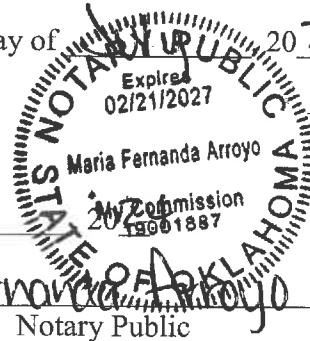


**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF Oklahoma )  
 ) ss:  
 COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this 8th day of July, 2024,  
 by Veronica Arroyo- Manager (Name and Title) of  
Arroyo's Concrete, LLC,  
 a(n) corporation.

WITNESS my hand and seal this 8th day of July  
Maria Fernanda Arroyo  
 Notary Public



My Commission Expires:

02/21/2027

**PARTNERSHIP ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
 (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires:

\_\_\_\_\_

**CITY OF NORMAN**

Approved as to form and legality this 10 day of July, 2024.  
Elizabeth Chudale  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

\_\_\_\_\_  
 Mayor

Performance Bond No. B-2425-1

Page 3 of 3



STATUTORY BOND

Know all men by these presents that Arroyo's Concrete, LLC as PRINCIPAL, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Four Hundred Sixty Thousand Dollars and Zero Cents DOLLARS (\$ 460,000.00), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**BID 2425-2 FYE 2025 SIDEWALK CONCRETE PROJECTS**

has entered into a written CONTRACT (K-2425-1) with THE CITY OF NORMAN, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, their subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

ATTEST

\_\_\_\_\_  
Corporate Secretary (where applicable)

Principal Arroyo's Concrete, LLC  
Signed: [Signature]  
Authorized Representative  
Title: Manager  
Address: 1233 SW 41st St.  
Oklahoma City, OK 73109  
Telephone: 405.887.4526



**PARTNERSHIP ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
 (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**CITY OF NORMAN**

Approved as to form and legality this 10 day of July, 2024.

Elizabeth Luckala

City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

\_\_\_\_\_  
 Mayor



(Corporate Seal) (where applicable)

ATTEST:



Surety: RLI Insurance Company

Signed: *Amy Winters*  
Authorized Representative

Printed: Amy Winters  
Authorized Representative

Title: Attorney-In-Fact

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

Telephone: 800.331.4929

**CORPORATE ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name and Title), of \_\_\_\_\_, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this 8th day of July, 2024  
by Veronica Arroyo- Manager (Name and Title) of Arroyo's Concrete, LLC.,  
a(n) corporation.

WITNESS my hand and seal this 8th day of July



My Commission Expires:  
02/21/2027



# POWER OF ATTORNEY

Item 9.

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Barry Herring, Amy Winters, Neleigh Herring, jointly or severally

in the City of Chandler, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 23rd day of May, 2024.



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

By: Eric Raudins

Eric Raudins

Sr. Vice President

State of Illinois

County of Peoria

} SS

On this 23rd day of May, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott

Jill A. Scott

Notary Public



JILL A SCOTT  
Notary Public  
State of Ohio  
My Comm. Expires  
September 22, 2025

### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

By: Jeffrey D. Dick

Jeffrey D. Dick

Corporate Secretary



214



CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1DATE: June 12, 2023CONTRACT NO.: K-2425-1SUBMITTED BY: Steve GuizzoPROJECT: FYE 2024 SIDEWALK CONCRETE PROJECTSCONTRACTOR: Arroyo's Concrete LLC.Address: 1233 SW 41<sup>st</sup> Street.City, State, Zip: Oklahoma City, OK 73109Original Completion Date: June 30, 2025Previous Completion Date: June 30, 2025 ORIGINAL CONTRACT AMOUNT: \$532,590.62(Increase) this change order 0 Calendar daysNew Completion Date June 30, 2025PRESENT CONTRACT AMOUNT: \$532,590.62

DESCRIPTION	DECREASE	INCREASE
<u>See Attached "Change Order Detail"</u>	\$79,984.62	\$7,394.00

NET CHANGE: \$ -72,590.62REVISED CONTRACT AMOUNT \$460,000.00CONTRACTOR:  DATE: 6-17-2024CITY ENGINEER:  DATE: 6/17/24

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

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

(Mayor)



Page 2 of 6 pages

CHANGE ORDER DETAIL  
CHANGE ORDER NO. 1  
City of Norman  
Cleveland Co., Oklahoma

Project Name: FYE 2025 SIDEWALK CONCRETE PROJECTS  
Design Engineer/Manager: STEVE GUIZZO

Address/Phone: 225 N WEBSTER AVE.  
NORMAN, OK 73070  
405.366.5315

Project Account Number's: TC0273

Contract No. K-2425-1

- A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change Orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change Orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a re-advertising for bids on the incomplete portions of the contract.
- D. All change orders shall contain a unit price and total for each of the following items:
  1. All materials with cost per item; and
  2. Itemization of all labor with number of hours per operation and cost per hour; and
  3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type; and
  4. Itemization of insurance cost, bond cost, social security, taxes, worker's compensation, employee benefits and overhead cost; and
  5. Profit for the contractor.
- E. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
- F. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection D of this section.
- G. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.



CHANGE ORDER (Continued)

CHANGE ORDER NO. 1PROJECT NAME: FYE 2025 CONCRETE PROJECTS

	Description: <b>FYE 2025 CITYWIDE SIDEWALK RECONSTRUCTION PROJECT 50/50 PROGRAM</b>			
	Acct. No. 50590052-46101	Project No.TC00273		
<b>Item</b>	<b>Description</b>	<b>Decrease</b>	<b>Increase</b>	
1	Unclassified Excavation Common			
	50 CY x \$20/CY=	\$1,000.00		
3	Solid Slab Sodding			
	100 SY x \$14.00/SY=	\$1,400.00		
7	Removal of Concrete Sidewalk			
	50 SY x \$15/SY=	\$750.00		
12	Sawing Pavement			
	100 LF x \$6/LF=	\$600.00		
13	4" Install Concrete Sidewalk			
	75 SY x \$70/SY=	\$5,250.00		
22	Sidewalk Ramps			
	10 SY x \$150/SY=	\$1,500.00		
23	Detectable Warning Surface			
	10 SF x \$40/SF=	\$400.00		
28	Adjust valve boxes to grade			
	1 EA x \$250/EA=	\$250.00		
29	Adjust meter boxes to grade			
	EA x \$250/EA=	\$0.00		
31	1/2" Joint Dowel			
	59 EA x \$10/EA=	\$590.00		
34	Removal of Curb and Gutter			
	50 LF x \$15.00/LF=	\$750.00		
35	Install Curb and Gutter			
	50 LF x \$35/LF=	\$1,750.00		
	<b>TOTAL DECREASE</b>	<b>\$14,240.00</b>		



CHANGE ORDER (Continued)

CHANGE ORDER NO. 1PROJECT NAME: FYE 2025 CONCRETE PROJECTS

Description: <b>FYE 2025 SIDEWALK PROGRAM FOR SCHOOLS AND ARTERIALS AND SIDEWALKS AN TRAILS PROGRAM</b>			
Acct. No. 50593317-46101      Project No. TC0249 Acct. No. 50591179-46101      Project No. TC0262			
Item	Description	Decrease	Increase
1	Unclassified Excavation Common		
	20 CY x \$20/CY=	\$400.00	
3	Solid Slab Sodding		
	175 SY x \$8.00/SY=	\$1,400.00	
7	Removal of Concrete Sidewalk		
	10 SY x \$17/SY=	\$170.00	
8	Removal of 6" to 8" Concrete Pavement		
	260 SY x \$12/SY=	\$3,120.00	
12	Sawing Pavement		
	150 LF x \$6/LF=	\$900.00	
13	4" Install Concrete Sidewalk		
	80 SY x \$68/SY=	\$5,440.00	
21	Installation of 6" Concrete (H.E.S. 3,000 PSI)		
	350 SY x \$72/SY=	\$25,200.00	
22	Sidewalk Ramps		
	10 SY x \$180/SY=	\$1,800.00	
23	Detectable Warning Surface		
	10 SF x \$40/SF=	\$400.00	
28	Adjust valve boxes to grade		
	1 EA x \$250/EA=	\$250.00	
29	Adjust meter boxes to grade		
	1 EA x \$350/EA=	\$350.00	
31	1/2" Joint Dowel		
	50 EA x \$10/EA=	\$500.00	
34	Removal of Curb and Gutter		
	50 LF x \$12.00/LF=	\$600.00	
35	Install Curb and Gutter		
	100 LF x \$35/LF=	\$3,500.00	
<b>TOTAL DECREASE</b>		<b>\$44,030.00</b>	



CHANGE ORDER (Continued)

CHANGE ORDER NO. 1PROJECT NAME: FYE 2025 CONCRETE PROJECTS

Description: FYE 2025 DOWNTOWN AREA SIDEWALKS AND CURBS			
Acct. No. 50597716-46101      Project No.TC00274			
Item	Description	Decrease	Increase
1	Unclassified Excavation Common		
	CY x \$30/CY=	\$0.00	
3	Solid Slab Sodding		
	SY x \$14.00/SY=	\$0.00	
7	Removal of Concrete Sidewalk		
	25 SY x \$17/SY=	\$425.00	
12	Sawing Pavement		
	90 LF x \$7/LF=	\$630.00	
13	4" Install Concrete Sidewalk		
	64.6616 SY x \$75/SY=	\$4,849.62	
22	Sidewalk Ramps		
	60 SY x \$200/SY=	\$12,000.00	
23	Detectable Warning Surface		
	20 SF x \$40/SF=	\$800.00	
28	Adjust valve boxes to grade		
	EA x \$250/EA=	0.00	
29	Adjust meter boxes to grade		
	EA x \$250/EA=	0.00	
31	1/2" Joint Dowel		
	40 EA x \$10/EA=	\$400.00	
34	Removal of Curb and Gutter		
	45 LF x \$18.00/LF=	\$810.00	
35	Install Curb and Gutter		
	45 LF x \$40/LF=	\$1,800.00	
<b>TOTAL DECREASE</b>		<b>\$21,714.62</b>	



CHANGE ORDER (Continued)

CHANGE ORDER NO. 1PROJECT NAME: FYE 2025 CONCRETE PROJECTS

	Description: <b>FYE 2024 CITYWIDE SIDEWALK RECONSTRUCTION PROJECT</b>		
	Acct. No. 50593316-46101	Project No. TC0238	
<b>Item</b>	<b>Description</b>	<b>Decrease</b>	<b>Increase</b>
1	Unclassified Excavation Common		
	10 CY x \$30/CY=		\$300.00
3	Solid Slab Sodding		
	10 SY x \$14.00/SY=		\$140.00
7	Removal of Concrete Sidewalk		
	25 SY x \$17/SY=		\$425.00
12	Sawing Pavement		
	25 LF x \$7/LF=		\$175.00
13	4" Install Concrete Sidewalk		
	46.72 SY x \$75/SY=		\$3,504.00
22	Sidewalk Ramps		
	8 SY x \$200/SY=		\$1,600.00
23	Detectable Warning Surface		
	10 SF x \$60/SF=		\$600.00
28	Adjust valve boxes to grade		
	EA x \$250/EA=		0.00
29	Adjust meter boxes to grade		
	EA x \$250/EA=		0.00
31	1/2" Joint Dowel		
	20 EA x \$10/EA=		\$200.00
34	Removal of Curb and Gutter		
	10 LF x \$15.00/LF=		\$150.00
35	Install Curb and Gutter		
	10 LF x \$30/LF=		\$300.00
	<b>TOTAL INCREASE</b>		<b>\$7,394.00</b>



# Resolution

R-2425-1

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING ARROYO'S CONCRETE, L.L.C, AS PROJECT AGENT FOR THE FYE 2025 SIDEWALK CONCRETE PROJECTS FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Arroyo's Concrete, L.L.C., for the FYE 2025 Sidewalk Concrete Projects for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Arroyo's Concrete, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Arroyo's Concrete, L.L.C., to purchase materials which are in fact used to repair existing sidewalks, construct new sidewalks, create ADA accessible routes in needed areas, construct new sidewalk for pedestrian routes to schools, perform sidewalk ramp, and curb repair work in specified locations associated with the FYE 2025 Sidewalk Concrete Projects for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Arroyo's Concrete, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 23<sup>rd</sup> day of July, 2024, did appoint Arroyo's Concrete, L.L.C., who is involved with the FYE 2025 Sidewalk Concrete Projects, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the FYE 2025 Sidewalk Concrete Projects for the City of Norman.

PASSED AND ADOPTED THIS 23<sup>rd</sup> day of July, 2024

\_\_\_\_\_  
Larry Heikkila, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk





**BID PROPOSAL**PLACE: Norman, OklahomaDATE: 06/05/2024PROJECT: **BID 2425-2 FYE 2025 SIDEWALK CONCRETE PROJECTS**

Proposal of:

Arroyo's Concrete LLC. (hereinafter called  
 "BIDDER") a corporation/a partnership/and individual (strike out inapplicable terms) doing business in the  
 State of OKLAHOMA.

To: The Honorable Mayor and City Council  
 The City of Norman, Oklahoma

Council members:

The undersigned, as the Bidder, declares that before preparing their bid, they read carefully the instructions to Bidders, the general conditions, and the general detailed specifications, examined the form of the Contract and the several bonds and the information blanks to be submitted, and that he is familiar with all the provisions of the same and with all the requirements of the complete Contract to be entered into bonds to be executed; that he has carefully examined the specifications for the proposed work on file with the City Clerk, Purchasing Agent, and Director of Public Works, that he has examined carefully all local conditions, has informed themselves by their independent research and soundings of all the difficulties to be encountered, has judged for themselves of the accessibility of the work, and the quantities and character of the materials to be encountered or excavated and all attending circumstances affecting the cost of doing the work and the time required for its completion and that this bid is made with full knowledge of the difficulties that may be encountered and the kinds, quantity, and quality of the work, and materials required or to be encountered, and with full knowledge of all specifications and estimated and all provisions of the Contract and bonds, gained by the independent research of the Bidder.

Said Bidder proposes and agrees that if their proposal is accepted, they will enter into a Contract with the City of Norman, within ten (10) days after the acceptance of their bid, for the furnishing of all necessary machinery, equipment, tools, labor, and materials of construction and to perform all work necessary to erect, construct and install the structures and appurtenances complete in place in the manner and under conditions required by the Contract and by the specifications therefore, on file in the Office of the City Clerk, Purchasing Agent, and Director of Public Works, Norman, Oklahoma, for the following amounts of:

five hundred thirty-two thousand five hundred ninety 62/100

Dollars

(In Words)

(S) 532,590.62 (Numeric)

The Contractor hereby agrees to commence work within ten (10) days following issuance of a written NOTICE-TO-PROCEED from the Engineer. The contract period is as follows:



**SECTION 1**  
**QUALIFICATION STATEMENT OF BIDDERS**

SUBMITTED TO:

Engineering Department

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_

Date Received: \_\_\_\_\_

CONTRACTOR: ARROYO'S CONCRETE LLC

CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME: Emilio Arroyo PARTNER: \_\_\_\_\_

ADDRESS: 1233 SW 41st ST. ADDRESS: \_\_\_\_\_

CITY: Oklahoma City CITY: \_\_\_\_\_

PHONE: 405-887-4526 PHONE: \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS: PRINCIPAL PLACE OF BUSINESS:

COUNTY OK STATE OK COUNTY \_\_\_\_\_ STATE \_\_\_\_\_

IF THE CONTRACTOR IS A CORPORATION, FILL OUT THE FOLLOWING:

STATE OF INCORPORATION: \_\_\_\_\_

LOCATION OF PRINCIPAL OFFICE: \_\_\_\_\_

CONTACT PERSONS AT OFFICE: \_\_\_\_\_

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION:

NAME: Veronica Arroyo ADDRESS: 1233 SW 41st ST

TITLE: Manager CITY OKC STATE OK ZIP 73109

PHONE: 405-637-9818

NAMES OF OFFICERS: (IF APPLICABLE)

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 30

LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT: (PLEASE USE ATTACHMENT)  
EXCAVATOR, DUMP TRUCKS, AND SKID STEERS

NUMBER OF YEARS IN BUSINESS AS A GENERAL CONTRACTOR ON PROJECTS SIMILAR TO  
THIS PROJECT: 7YRS

TYPE(S) OF WORK DONE: (CIRCLE)



Asphalt Paving  
Concrete Paving  
Misc. Concrete  
Channel Lining  
Pump Stations

Storm Sewer  
Earth Work  
Bridge Work  
Demolition  
Landscaping

Water & Sanitary Sewer Lines  
Steel Erection  
Painting  
Fog Seal  
Chip Seal

Concrete Structures: Inlets, Box Culverts, Junction Boxes  
Other:

COMMENTS:

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF \$100,000.00  
UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: 10

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF \$200,000.00  
UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: 9

APPROXIMATE AVERAGE OF DOLLAR VOLUME OF INCOMPLETE WORK OUTSTANDING  
UNDER CONTRACT AT ANY ONE TIME: N/A

A LIST RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR  
SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

PROJECT: 2223-1 FYE 2023 URBAN CONCRETE  
OWNER/ENGINEER: JEFF FORDICE

YEAR BUILT: 2022 CONTRACT PRICE: \$1,124,371.50  
CONTACT PERSON: JEFF FORDICE PHONE: 405-366-5493

PROJECT: 2324-2 STREET MAINTENANCE PROGRAM  
OWNER/ENGINEER: JEFF FORDICE

YEAR BUILT: 2023 CONTRACT PRICE: \$1,337,100.00  
CONTACT PERSON: JEFF FORDICE PHONE: 405-366-5493

PROJECT: BUS STOPS ADDITIONS AND IMPROVEMENT PROJECT  
OWNER/ENGINEER: STEVE GUIZZO

YEAR BUILT: 2023 CONTRACT PRICE: \$196,357.00  
CONTACT PERSON: STEVE GUIZZO PHONE: 405-441-9331

PROJECT: MILLER AVE CURB AND GUTTER MAINTENANCE  
OWNER/ENGINEER: JEFF FORDICE

YEAR BUILT: 2023 CONTRACT PRICE: \$408,102.50  
CONTACT PERSON: JEFF FORDICE PHONE: 405-366-5493

(USE ATTACHMENTS IF NECESSARY)

LIST INCOMPLETE PROJECTS, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT  
LISTED: N/A



PROJECT:  
OWNER/ENGINEER:

YEAR BUILT: \_\_\_\_\_ CONTRACT PRICE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT:  
OWNER/ENGINEER:

YEAR BUILT: \_\_\_\_\_ CONTRACT PRICE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT:  
OWNER/ENGINEER:

YEAR BUILT: \_\_\_\_\_ CONTRACT PRICE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. (PLEASE USE ATTACHMENT.)

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT? NO. IF SO, NAME OF OWNER AND/OR SURETY:

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE?

IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS: SURETY:

BANK REFERENCE: Bank: BANK OF OKLAHOMA

Address: 7701 S. WESTERN AVE.

City: OKC State: OK Zip: 73139

Contact Person: ERICK Phone: 405-616-7506



MUNICIPALITY REFERENCE: City: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

OTHER CREDIT REFERENCES:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

In compliance with Invitation to Bid for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporation with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed:  Title MANAGER

Company: ARROYO'S CONCRETE Date: 06/05/2024

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_



**SECTION 2**  
**QUALIFICATION STATEMENT**  
**OF BIDDER'S SURETY**

SUBMITTED TO: City of Norman, OK

BIDDER: Arroyo's Concrete, LLC

ADDRESS: 1233 SW 41st St., Oklahoma City, OK 73109

1. Has this surety furnished contract bonds on contracts now complete? Yes
2. Has this surety furnished contract bonds on contracts now incomplete? Yes
3. What is the maximum bonding capacity of this Contractor? \$3,000,000 single / \$6,000,000 aggregate
4. Is the current financial information on this Contractor satisfactory? Yes
5. Does information obtained indicate accounts are paid when?  
Due? Yes. If not, give details:
6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract? Yes
7. Provided this bidder does not assume the commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified? Yes

REMARKS: \_\_\_\_\_

SURETY: RLI Insurance Company

SIGNED: 

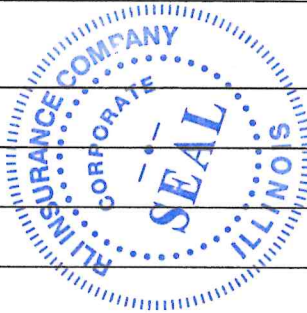
BY: Amy Winters

TITLE: Attorney-In-Fact

ADDRESS: 910984 S Moccasin Trl

CITY: Chandler STATE OK ZIP 74834

(IN DUPLICATE)





FYE 2025 SIDEWALK CONCRETE PROJECTS

- a. 356 Calendar Days for all projects except Citywide Sidewalk Reconstruction Project
1. 356 Calendar Days does not include weather days
    - i) Weather days to be determined by the City Engineer
- b. Citywide Sidewalk Reconstruction Project is an on-call service project
1. Project will expire when bid amount is fully depleted or June 30, 2025

If partnership, give name  
address of each member.

Signed: *Emilio Ochoa*  
(Contractor)

By: \_\_\_\_\_  
(Agent)

Address: 1233 SW 41st ST. OKC, OK 73109

Incorporated under the laws of

OKLAHOMA

(State)

STATE OF OKLAHOMA )

COUNTY OF OKLAHOMA )

VERONICA ARROYO

of lawful age, being first duly sworn, upon their oath deposes and says:  
That they executed the accompanying bid on behalf of the Bidder therein named for the construction of the above improvement in the City of Norman, Oklahoma, and that he had lawful authority to do so and said Bidder has not directly nor indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the paying to anyone any money for promotion out to any Bidder or Bidders or other persons of any part of the Contract or any part of the subject matter the bid or bids of the profits thereof, and that they have not and will not divulge the sealed bid on such public improvements to any persons whatsoever, except those having partnership or other financial interest with them in said bid or bids, until after the said sealed bid or bids are opened.

Signed: *Veronica Arroyo*

Subscribed and sworn to before me, a Notary Public, in and for the State of OKLAHOMA,

County of OKLAHOMA, this 05 day of JUNE, 2024.

My Commission Expires:  
02/21/2027

*Maria Fernanda Arroyo*  
Notary Public





**Bid Proposal Form**  
**FYE 2025 Sidewalk Concrete Projects**  
**FYE 2025 Citywide Sidewalk Reconstruction Project - 50/50 Program**

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.	\$20.00	150	\$3,000.00
2	Unclassified Borrow	C.Y.	\$30.00	100	\$3,000.00
3	Solid Slab Sodding	S.Y.	\$14.00	300	\$4,200.00
4	Remove Tree 6" to 15" in Dia.	EA.	\$800.00	0	
5	Remove Tree 16" to 24" in Dia.	EA.	\$1,200.00	0	
6	Remove Tree 25" or more in Dia.	EA.	\$2,100.00	0	
7	Removal of Conc. Sidewalk	S.Y.	\$15.00	450	\$6,750.00
8	Removal of 6" to 8" Concrete Pavement	S.Y.	\$15.00	100	\$1,500.00
9	Removal of 6" to 8" Conc. Pavement with reinforcing steel	S.Y.	\$7.00	0	
10	Removal of 9" to 12" Concrete Pavement	S.Y.	\$15.00	0	
11	Removal of 6" to 10" Asphalt Pavement	S.Y.	\$15.00	0	
12	Saw Cutting Pavement/Sidewalk	L.F.	\$6.00	600	\$3,600.00
13	Install 4" Conc. Sidewalk	S.Y.	\$70.00	575	\$40,250.00
14	4" Brick Pavers Sidewalk with sand base	S.Y.	\$120.00	0	
15	Removal of Cross Tie Retaining Wall	L.F.	\$20.00	0	
16	Removal of Conc. Retaining Wall	L.F.	\$18.00	0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.	\$85.00	0	
18	Install Concrete Retaining Wall	C.Y.	\$800.00	0	
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.	\$80.00	0	
20	Flowable Fill	C.Y.	\$220.00	0	
21	6" Conc. (H.E.S. 3000 PSI)	S.Y.	\$80.00	40	\$3,200.00
22	Sidewalk Ramps	S.Y.	\$150.00	100	\$15,000.00
23	Detectable Warning Surface	S.F.	\$40.00	100	\$4,000.00
24	Asphalt Concrete Type B	TON	\$220.00	0	
25	Pedestrian Conc. Slab Bridge	S.Y.	\$340.00	0	
26	Conc. Curb (6" Barrier – Integral)	L.F.	\$12.00	100	\$1,200.00
27	Conc. Curb (8" Barrier – Integral)	L.F.	\$12.00	100	\$1,200.00
28	Adjust valve boxes to grade	EA.	\$250.00	5	\$1,250.00
29	Adjust meter boxes to grade	EA.	\$250.00	0	
30	Relocate water meter and box	EA.	\$3,200.00	0	
31	1/2" Joint Dowel	EA.	\$10.00	300	\$3,000.00
32	Reinforcing Steel (Grade 60)	LBS.	\$4.00	0	
33	4" Pipe Underdrain	L.F.	\$36.00	0	
34	Removal of Curb and Gutter	L.F.	\$15.00	200	\$3,000.00
35	Placement of Curb and Gutter	L.F.	\$35.00	200	\$7,000.00

Continued on next page



**Bid Proposal Form**  
**FYE 2025 Sidewalk Concrete Projects**  
**FYE 2025 Citywide Sidewalk Reconstruction Project - 50/50 Program**

Continued from previous page

36	Guardrail/Handrail Assembly	L.F.	\$250.00	0	
37	Chain Link Fabric	S.F.	\$18.00	0	
38	Relocation of Irrigation System Piping	L.F.	\$18.00	50	\$900.00
39	Relocation of existing sprinkler head	EA.	\$50.00	10	\$500.00
40	Installation of new sprinkler head	EA.	\$50.00	10	\$500.00
41	Pedestrian Push Button Cross Walk Actuator and Pole	EA.	\$10,000.00	0	
42	Cross Walk Markings Removal and Replacement @ 4"	L.F.	\$10.00	0	
43	Remove and Salvage Signage	EA.	\$250.00	2	\$500.00
44	Installation of Salvaged Signage	EA.	\$350.00	2	\$700.00
45	Traffic Control	L.S.	\$3,000.00	1	\$3,000.00

Total Bid \$ 107,250.00

Total Bid in Words ONE HUNDRED SEVEN THOUSAND TWO HUNDRED FIFTY 00/100



**Bid Proposal Form**  
**FYE 2025 Sidewalk Concrete Projects**  
**FYE 2025 Citywide Sidewalk Reconstruction Project - City of Norman Repairs**

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.	\$30.00	50	\$1,500.00
2	Unclassified Borrow	C.Y.	\$30.00	30	\$900.00
3	Solid Slab Sodding	S.Y.	\$14.00	110	\$1,540.00
4	Remove Tree 6" to 15" in Dia.	EA.	\$800.00	0	
5	Remove Tree 16" to 24" in Dia.	EA.	\$1,200.00	0	
6	Remove Tree 25" or more in Dia.	EA.	\$2,100.00	0	
7	Removal of Conc. Sidewalk	S.Y.	\$17.00	150	\$2,550.00
8	Removal of 6" to 8" Concrete Pavement	S.Y.	\$18.00	0	
9	Removal of 6" to 8" Conc. Pavement with reinforcing steel	S.Y.	\$18.00	0	
10	Removal of 9" to 12" Concrete Pavement	S.Y.	\$15.00	0	
11	Removal of 6" to 10" Asphalt Pavement	S.Y.	\$15.00	0	
12	Saw Cutting Pavement/Sidewalk	L.F.	\$7.00	200	\$1,400.00
13	Install 4" Conc. Sidewalk	S.Y.	\$75.00	160	\$12,000.00
14	4" Brick Pavers Sidewalk with sand base	S.Y.	\$120.00	0	
15	Removal of Cross Tie Retaining Wall	L.F.	\$20.00	0	
16	Removal of Conc. Retaining Wall	L.F.	\$18.00	0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.	\$85.00	0	
18	Install Concrete Retaining Wall	C.Y.	\$800.00	0	
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.	\$80.00	0	
20	Flowable Fill	C.Y.	\$220.00	0	
21	6" Conc. (H.E.S. 3000 PSI)	S.Y.	\$80.00	0	
22	Sidewalk Ramps	S.Y.	\$200.00	20	\$4,000.00
23	Detectable Warning Surface	S.F.	\$60.00	20	\$1,200.00
24	Asphalt Concrete Type B	TON	\$220.00	0	
25	Pedestrian Conc. Slab Bridge	S.Y.	\$340.00	0	
26	Conc. Curb (6" Barrier – Integral)	L.F.	\$12.00	0	
27	Conc. Curb (8" Barrier – Integral)	L.F.	\$12.00	0	
28	Adjust valve boxes to grade	EA.	\$250.00	0	
29	Adjust meter boxes to grade	EA.	\$250.00	0	
30	Relocate water meter and box	EA.	\$3,200.00	0	
31	1/2" Joint Dowel	EA.	\$10.00	100	\$1,000.00
32	Reinforcing Steel (Grade 60)	LBS.	\$4.00	0	
33	4" Pipe Underdrain	L.F.	\$36.00	0	
34	Removal of Curb and Gutter	L.F.	\$18.00	50	\$900.00
35	Placement of Curb and Gutter	L.F.	\$40.00	50	\$2,000.00

Continued on next page



**Bid Proposal Form**  
**FYE 2025 Sidewalk Concrete Projects**  
**FYE 2025 Citywide Sidewalk Reconstruction Project - City of Norman Repairs**

Continued from previous page

36	Guardrail/Handrail Assembly	L.F.	\$250.00	0	
37	Chain Link Fabric	S.F.	\$18.00	0	
38	Relocation of Irrigation System Piping	L.F.	\$18.00	0	
39	Relocation of existing sprinkler head	EA.	\$50.00	0	
40	Installation of new sprinkler head	EA.	\$50.00	0	
41	Pedestrian Push Bottom Cross Walk Actuator and Pole	EA.	\$10,000.00	0	
42	Cross Walk Markings Removal and Replacement @ 4"	L.F.	\$10.00	0	
43	Remove and Salvage Signage	EA.	\$350.00	0	
44	Installation of Salvaged Signage	EA.	\$350.00	0	
45	Traffic Control	L.S.	\$3,000.00	1	\$3,000.00

Total Bid \$ 31,990.00

Total Bid in Words THIRTY-ONE THOUSAND NINE HUNDRED AND NINETY 00/100



**Bid Proposal Form**  
**FYE 2025 Sidewalk Concrete Projects**  
**FYE 2025 Sidewalk Accessibility Project**

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.	\$30.00	12	\$360.00
2	Unclassified Borrow	C.Y.	\$30.00	8	\$240.00
3	Solid Slab Sodding	S.Y.	\$14.00	40	\$560.00
4	Remove Tree 6" to 15" in Dia.	EA.	\$800.00	0	
5	Remove Tree 16" to 24" in Dia.	EA.	\$1,200.00	0	
6	Remove Tree 25" or more in Dia.	EA.	\$2,100.00	0	
7	Removal of Conc. Sidewalk	S.Y.	\$17.00	138	\$2,346.00
8	Removal of 6" to 8" Concrete Pavement	S.Y.	\$18.00	0	
9	Removal of 6" to 8" Conc. Pavement with reinforcing steel	S.Y.	\$18.00	0	
10	Removal of 9" to 12" Concrete Pavement	S.Y.	\$18.00	0	
11	Removal of 6" to 10" Asphalt Pavement	S.Y.	\$15.00	0	
12	Saw Cutting Pavement/Sidewalk	L.F.	\$7.00	200	\$1,400.00
13	Install 4" Conc. Sidewalk	S.Y.	\$75.00	108	\$8,100.00
14	4" Brick Pavers Sidewalk with sand base	S.Y.	\$120.00	0	
15	Removal of Cross Tie Retaining Wall	L.F.	\$20.00	0	
16	Removal of Conc. Retaining Wall	L.F.	\$18.00	0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.	\$85.00	0	
18	Install Concrete Retaining Wall	C.Y.	\$800.00	0	
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.	\$80.00	0	
20	Flowable Fill	C.Y.	\$220.00	0	
21	6" Conc. (H.E.S. 3000 PSI)	S.Y.	\$80.00	0	
22	Install Sidewalk Ramps	S.Y.	\$200.00	45	\$9,000.00
23	Detectable Warning Surface	S.F.	\$60.00	60	\$3,600.00
24	Asphalt Concrete Type B	TON	\$220.00	0	
25	Pedestrian Conc. Slab Bridge	S.Y.	\$340.00	0	
26	Conc. Curb (6" Barrier – Integral)	L.F.	\$12.00	160	\$1,920.00
27	Conc. Curb (8" Barrier – Integral)	L.F.	\$12.00	0	
28	Adjust valve boxes to grade	EA.	\$250.00	0	
29	Adjust meter boxes to grade	EA.	\$250.00	0	
30	Relocate water meter and box	EA.	\$3,200.00	0	
31	1/2" Joint Dowel	EA.	\$10.00	50	\$500.00
32	Reinforcing Steel (Grade 60)	LBS.	\$4.00	0	
33	4" Pipe Underdrain	L.F.	\$36.00	0	
34	Removal of Curb and Gutter	L.F.	\$18.00	90	\$1,620.00
35	Placement of Curb and Gutter	L.F.	\$40.00	90	\$3,600.00

Continued on next page



**Bid Proposal Form**  
**FYE 2025 Sidewalk Concrete Projects**  
**FYE 2025 Sidewalk Accessibility Project**

Continued from previous page

36	Guardrail/Handrail Assembly	L.F.	\$250.00	0	
37	Chain Link Fabric	S.F.	\$18.00	0	
38	Relocation of Irrigation System Piping	L.F.	\$18.00	20	\$360.00
39	Relocation of existing sprinkler head	EA.	\$50.00	10	\$500.00
40	Installation of new sprinkler head	EA.	\$50.00	10	\$500.00
42	Crosswalk Markings Removal and Placement	L.F.	\$10.00	0	
43	Remove and Salvage Signage	EA.	\$350.00	0	
44	Installation of Salvaged Signage	EA.	\$350.00	0	
45	Traffic Control	L.S.	\$3,000.00	1	\$3,000.00

Total Bid \$ 37,606.00

Total Bid in Words THIRTY-SEVEN THOUSAND SIX HUNDRED SIX 00/100



**Bid Proposal Form**  
**FYE 2025 Sidewalk Concrete Projects**  
**FYE 2025 Sidewalk Program for Schools and Arterials**  
**and FYE 2025 Sidewalks and Trails Project (Mimosa Phase 2)**

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.	\$20.00	250	\$5,000.00
2	Unclassified Borrow	C.Y.	\$20.00	200	\$4,000.00
3	Solid Slab Sodding	S.Y.	\$8.00	1125	\$9,000.00
4	Remove Tree 6" to 15" in Dia.	EA.	\$800.00	0	
5	Remove Tree 16" to 24" in Dia.	EA.	\$1,200.00	0	
6	Remove Tree 25" or more in Dia.	EA.	\$2,100.00	0	
7	Removal of Conc. Sidewalk	S.Y.	\$17.00	50	\$850.00
8	Removal of 6" to 8" Concrete Pavement	S.Y.	\$12.00	1260	\$15,120.00
9	Removal of 6" to 8" Conc. Pavement with reinforcing steel	S.Y.	\$18.00	0	
10	Removal of 9" to 12" Concrete Pavement	S.Y.	\$18.00	0	
11	Removal of 6" to 10" Asphalt Pavement	S.Y.	\$15.00	0	
12	Saw Cutting Pavement/Sidewalk	L.F.	\$6.00	950	\$5,700.00
13	Install 4" Conc. Sidewalk	S.Y.	\$68.00	880	\$59,840.00
14	4" Brick Pavers Sidewalk with sand base	S.Y.	\$120.00	0	
15	Removal of Cross Tie Retaining Wall	L.F.	\$20.00	200	\$4,000.00
16	Removal of Conc. Retaining Wall	L.F.	\$20.00	0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.	\$18.00	0	
18	Install Concrete Retaining Wall	C.Y.	\$800.00	25	\$20,000.00
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.	\$80.00	200	\$16,000.00
20	Flowable Fill	C.Y.	\$220.00	0	
21	6" Conc. (H.E.S. 3000 PSI)	S.Y.	\$72.00	1310	\$94,320.00
22	Sidewalk Ramps	S.Y.	\$180.00	30	\$5,400.00
23	Detectable Warning Surface	S.F.	\$40.00	30	\$1,200.00
24	Asphalt Concrete Type B	TON	\$220.00	0	
25	Pedestrian Conc. Slab Bridge	S.Y.	\$340.00	0	
26	Conc. Curb (6" Barrier – Integral)	L.F.	\$12.00	500	\$6,000.00
27	Conc. Curb (8" Barrier – Integral)	L.F.	\$12.00	200	\$2,400.00
28	Adjust valve boxes to grade	EA.	\$250.00	2	\$500.00
29	Adjust meter boxes to grade	EA.	\$350.00	2	\$700.00
30	Relocate water meter and box	EA.	\$3,200.00	0	
31	1/2" Joint Dowel	EA.	\$10.00	400	\$4,000.00
32	Reinforcing Steel (Grade 60)	LBS.	\$4.00	0	
33	4" Pipe Underdrain	L.F.	\$36.00	0	
34	Removal of Curb and Gutter	L.F.	\$12.00	400	\$4,800.00
35	Placement of Curb and Gutter	L.F.	\$35.00	400	\$14,000.00

Continued on next page



**Bid Proposal Form**  
**FYE 2025 Sidewalk Concrete Projects**  
**FYE 2025 Sidewalk Program for Schools and Arterials**  
**and FYE 2025 Sidewalks and Trails Project**

Continued from previous page

36	Guardrail/Handrail Assembly	L.F.	\$250.00	0	
37	Chain Link Fabric	S.F.	\$18.00	0	
38	Relocation of Irrigation System Piping	L.F.	\$20.00	100	\$2,000.00
39	Relocation of existing sprinkler head	EA.	\$50.00	25	\$1,250.00
40	Installation of new sprinkler head	EA.	\$50.00	25	\$1,250.00
41	Pedestrian Push Button Cross Walk Actuator and Pole	EA.	\$10,000.00	0	
42	Crosswalk Markings Removal and Placement	L.F.	\$10.00	0	
43	Remove and Salvage Sign	EA.	\$200.00	3	\$600.00
44	Installation of Salvaged Sign	EA.	\$200.00	3	\$600.00
45	Traffic Control	L.S.	\$5,500.00	1	\$5,500.00

Total Bid \$ 284,030.00

Total Bid in Words TWO HUNDRED EIGHTY-FOUR THOUSAND THIRTY 00/100



**Bid Proposal Form**  
**FYE 2025 Sidewalk Concrete Projects**  
**FYE 2025 Downtown Area Sidewalks and Curbs**

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.	\$30.00	10	\$300.00
2	Unclassified Borrow	C.Y.	\$30.00	26	\$780.00
3	Solid Slab Sodding	S.Y.	\$14.00	0	
4	Remove Tree 6" to 15" in Dia.	EA.	\$800.00	0	
5	Remove Tree 16" to 24" in Dia.	EA.	\$1,200.00	0	
6	Remove Tree 25" or more in Dia.	EA.	\$2,100.00	0	
7	Removal of Conc. Sidewalk	S.Y.	\$17.00	193.11	\$3,282.87
8	Removal of 6" to 8" Concrete Pavement	S.Y.	\$18.00	50	\$900.00
9	Removal of 6" to 8" Conc. Pavement with reinforcing steel	S.Y.	\$18.00	0	
10	Removal of 9" to 12" Concrete Pavement	S.Y.	\$18.00	0	
11	Removal of 6" to 10" Asphalt Pavement	S.Y.	\$18.00	10	\$180.00
12	Saw Cutting Pavement/Sidewalk	L.F.	\$7.00	390	\$2,730.00
13	Install 4" Conc. Sidewalk	S.Y.	\$75.00	253.33	\$18,999.75
14	4" Brick Pavers Sidewalk with sand base	S.Y.	\$120.00	0	
15	Removal of Cross Tie Retaining Wall	L.F.	\$20.00	0	
16	Removal of Conc. Retaining Wall	L.F.	\$18.00	0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.	\$85.00	0	
18	Install Concrete Retaining Wall	C.Y.	\$800.00	0	
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.	\$80.00	0	
20	Flowable Fill	C.Y.	\$220.00	0	
21	6" Conc. (H.E.S. 3000 PSI)	S.Y.	\$80.00	50	\$4,000.00
22	Sidewalk Ramps	S.Y.	\$200.00	100.66	\$20,132.00
23	Detectable Warning Surface	S.F.	\$40.00	110	\$4,400.00
24	Asphalt Concrete Type B	TON	\$220.00	10	\$2,200.00
25	Pedestrian Conc. Slab Bridge	S.Y.	\$340.00	0	
26	Conc. Curb (6" Barrier – Integral)	L.F.	\$12.00	0	
27	Conc. Curb (8" Barrier – Integral)	L.F.	\$12.00	0	
28	Adjust valve boxes to grade	EA.	\$250.00	0	
29	Adjust meter boxes to grade	EA.	\$250.00	0	
30	Relocate water meter and box	EA.	\$3,200.00	0	
31	1/2" Joint Dowel	EA.	\$10.00	240	\$2,400.00
32	Reinforcing Steel (Grade 60)	LBS.	\$4.00	0	
33	4" Pipe Underdrain	L.F.	\$36.00	0	
34	Removal of Curb and Gutter	L.F.	\$18.00	145	\$2,610.00
35	Placement of Curb and Gutter	L.F.	\$40.00	145	\$5,800.00

Continued on next page



**Bid Proposal Form**  
**FYE 2025 Sidewalk Concrete Projects**  
**FYE 2025 Downtown Area Sidewalks and Curbs**

Continued from previous page

36	Guardrail/Handrail Assembly	L.F.	\$250.00	0	
37	Chain Link Fabric	S.F.	\$18.00	0	
38	Relocation of Irrigation System Piping	L.F.	\$18.00	0	
39	Relocation of existing sprinkler head	EA.	\$50.00	0	
40	Installation of new sprinkler head	EA.	\$50.00	0	
41	Cross Walk Markings Removal and Placement	L.F.	\$10.00	0	
42	Remove and Salvage Signage	EA.	\$350.00	0	
43	Install Salvaged Signage	EA.	\$3,500.00	0	
44	Traffic Control	L.S.	\$3,000.00	1	\$3,000.00

Total Bid \$ 71,714.62

Total Bid in Words SEVENTY-ONE THOUSAND SEVEN HUNDRED FOURTEEN 62/100



**Bid Proposal Form**  
**FYE 2025 Sidewalk Concrete Projects**  
**Grand Total Bid**

	Project	Total Price In Dollars
1	FYE 2025 Citywide Sidewalk Reconstruction Project – 50/50 Program	\$ 107,250.00
2	FYE 2025 Citywide Sidewalk Reconstruction Project – City of Norman Repairs	\$ 31,990.00
3	FYE 2025 Sidewalk Accessibility Project	\$ 37,606.00
4	FYE 2025 Sidewalk Program for Schools and Arterials Project and Sidewalks and Trials (Mimosa Phase 2)	\$ 284,030.00
5	FYE 2025 Downtown Area Sidewalks and Curbs	\$ 71,714.62

**GRAND TOTAL BID: \$** 532,590.62

**GRAND TOTAL BID IN WORDS**

FIVE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED NINETY 62/100

**Note:** A unit price shall be given for all bid items, including those with zero quantities, or the entire bid will be disqualified.

**Note:** Unless otherwise specified all costs associated with mobilization, construction traffic control, bonds and any other miscellaneous costs shall be included in the unit price costs of other items of work.

**Bidder Contact Information**

Name and Address of Bidder: Emilio Arroyo  
1233 SW 41st ST.  
OKC,OK 73109

Contact Person: Maria Arroyo Telephone No. 405-637-9818



**BID AFFIDAVITS****BID 2425-2 FYE 2025 SIDEWALK CONCRETE PROJECTS**

Name and Address of Bidder: Emilio Arroyo

1233 SW 41st ST. OKC, OK 73109

Contact Person: Maria Arroyo Telephone No. 405-637-9818

The following affidavits are to accompany the bid:

**A. Non-Collusion Affidavit**

1. For purposes of competitive bids, I certify:

- a) I am the duly authorized agent of Arroyo's Concrete LLC the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officers or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
- b) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and having been personally and directly involved in the proceedings leading to the submission of such bid; and
- c) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  1. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  2. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  3. in any discussions between bidders and any municipal official concerning any exchange of money or other thing of value for special consideration in the letting of a contract.



2. I certify, if awarded the contract, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Arroyo's Concrete LLC

(Bidder Company Name)

By: \_\_\_\_\_

Name: Veronica Arroyo

Title: Manager

Subscribed and sworn to before me this 06 day of June, 2024

Notary Public

Expires  
02/21/2027

My Commission Expires: 02/21/2027  
(SEAL)



B. Business Relationships Affidavit

STATE OF OKLAHOMA )

) ss:

COUNTY OF OKLAHOMA )

Veronica Arroyo, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Bidder to submit the attached bid. Affidavit further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affidavit further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affidavit further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist, Affidavit should so state.)

Subscribed and sworn to before me this 06 day of June, 2024.

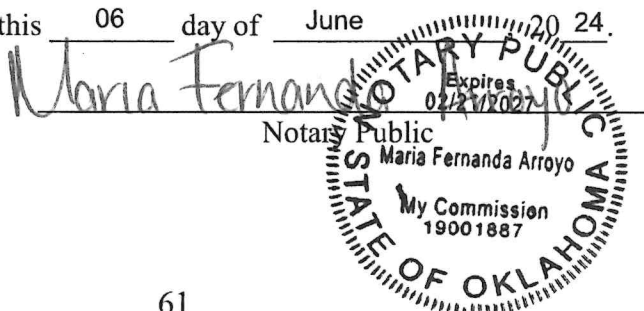
Notary Public

Maria Fernanda Arroyo

My Commission  
19001887

My Commission Expires:

02/21/2027





**CERTIFICATE OF NONDISCRIMINATION**

In connection with the performance of work under this contract, the Contractor agrees as follows:

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.
  
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
  
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by their requirements.

Emilio Arroyo

\_\_\_\_\_  
Contractor

ATTEST:

\_\_\_\_\_  
Name and Title



**"FALSE INFORMATION AFFIDAVIT"**

STATE OF OKLAHOMA )  
 ) ss:  
 COUNTY OF OKLAHOMA )

veronica Arroyo, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Arroyo's Concrete, LLC to submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

Emilio Arroyo

Contractor

Subscribed and sworn to before me this 06 day of June, 20 24.

Maria Fernanda Arroyo  
 Notary Public

My Commission Expires:

02/21/2027







P.O. BOX 3967 PEORIA, IL 61612-3967  
P: (800)645-2402 E: contract.surety@rlicorp.com  
RLISURETY.COM

## BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, Arroyo's Concrete, LLC  
of Oklahoma City, OK  
as Principal, and RLI Insurance Company, of Peoria,  
Illinois, as Surety, an Illinois corporation duly licensed to  
do business in the State of Oklahoma, are held and firmly bound unto  
City of Norman, as Oblige, in the penal sum of  
Five Percent of the Bid Amount ( 5% of the Bid Amount ),  
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a  
proposal or a bid to the Oblige on a contract for FYE 2025 Sidewalk Concrete Projects - Bid No. - 2425-2.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified  
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for  
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will  
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the  
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event  
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to  
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety  
(90) days after the acceptance of said bid of the Principal by the Oblige.

SIGNED, SEALED AND DATED this 6th day of June, 2024.



Arroyo's Concrete, LLC  
Principal  
By: [Signature]

RLI Insurance Company  
By: [Signature]  
Amy Winters Attorney in Fact

ADDRESS ALL CORRESPONDENCE TO:

RLI Insurance Company  
P.O. Box 3967  
Peoria, IL 61612-3967  
800-645-2402



# POWER OF ATTORNEY

Item 9.

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Barry Herring, Amy Winters, Neleigh Herring, jointly or severally

in the City of Chandler, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 23rd day of May, 2024.



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

By:

Eric Raudins

Sr. Vice President

State of Illinois }  
County of Peoria } SS

On this 23rd day of May, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott Notary Public



JILL A SCOTT  
Notary Public  
State of Ohio  
My Comm. Expires  
September 22, 2025

### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 23rd day of June, 2024.

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

By:

Jeffrey D. Fick

Corporate Secretary







P.O. BOX 3967 PEORIA, IL 61612-3967  
P: (800)645-2402 E: contract.surety@rlicorp.com  
RLISURETY.COM

## BID BOND



COPY

KNOW ALL MEN BY THESE PRESENTS,

That We, Arroyo's Concrete, LLC  
of Oklahoma City, OK  
as Principal, and RLI Insurance Company, of Peoria,  
Illinois, as Surety, an Illinois corporation duly licensed to  
do business in the State of Oklahoma, are held and firmly bound unto  
City of Norman, as Oblige, in the penal sum of  
Five Percent of the Bid Amount (5% of the Bid Amount),  
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a  
proposal or a bid to the Oblige on a contract for FYE 2025 Sidewalk Concrete Projects - Bid No. - 2425-2.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified  
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for  
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will  
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the  
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event  
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to  
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety  
(90) days after the acceptance of said bid of the Principal by the Oblige.

SIGNED, SEALED AND DATED this 6th day of June, 2024.



Arroyo's Concrete, LLC

Principal

By: \_\_\_\_\_

**RLI Insurance Company**

By: \_\_\_\_\_

Amy Winters

Attorney in Fact

**ADDRESS ALL CORRESPONDENCE TO:**

**RLI Insurance Company**  
**P.O. Box 3967**  
**Peoria, IL 61612-3967**  
**800-645-2402**

C0006304-10.0



**File Attachments for Item:**

10. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$10,000 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY TO BE USED TO HOLD TWO ELECTRONICS WASTE EVENTS IN FYE 2025 AND APPROVAL OF CONTRACT K-2425-9, AS OUTLINED IN THE STAFF REPORT.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/23/2024

**REQUESTER:** Michele Loudenback, Environmental and Sustainability Manager

**PRESENTER:** Michele Loudenback, Environmental and Sustainability Manager

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$10,000 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY TO BE USED TO HOLD TWO ELECTRONICS WASTE EVENTS IN FYE 2025 AND APPROVAL OF CONTRACT K-2425-9, AS OUTLINED IN THE STAFF REPORT.

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### BACKGROUND:

Electronic waste in the form of computer equipment, televisions, cellular telephones, etc., poses a risk to health and the environment. As new advances are made in these media, waste increases due to obsolescence, and more and more products are discarded. When broken or unwanted electronics are not properly disposed of, toxic substances like lead and mercury can leach into soil and water. This waste is not biodegradable and accumulates in the environment. Additionally, precious and valuable non-renewable resources are used in their production. Reusing these resources is vital, but irresponsible recovery of them (which often happens through open burning or acid bathing) can lead to harmful chemicals being released.

Our new Household Hazardous Waste Facility does not take electronic waste due to current permitting and space requirements for its collection. So, to help with the prevention, control and abatement of pollution potentially caused by these solid wastes, the City of Norman contracts with a Sustainable Recycling (R2v3)-Certified electronic recycler to provide two yearly electronic waste collection events. These are free and open to Norman residents.

### DISCUSSION:

The Oklahoma Department of Environmental Quality (DEQ) issued the grant opportunity for funding of collection events and staff submitted an application for two individual collection events to be held during Fiscal Year 2025.

On June 3, 2024, DEQ notified staff that the full grant request of up to \$10,000 would be awarded and provided their contract for execution. Costs for the electronic waste collection events will be initially paid for by the City of Norman Environmental Resilience and Sustainability Division, from Business Services – Other Business Services (Account 10110343-44199). DEQ will reimburse



the cost spent on the events up to \$10,000 and will be receipted into a General Fund revenue account, Other Revenue - Miscellaneous Grant Reimbursement (Account 109-331346).

**RECOMMENDATION:**

Staff recommends approval of Contract K-2425-9, a grant contract by and between the City of Norman, Oklahoma, and the Oklahoma Department of Environmental Quality (DEQ) accepting the Collection Event Funding in the amount of \$10,000 for two discrete electronic waste collection events to be held in Fiscal Year 2025.



# REIMBURSEMENT CONTRACT

This Contract made for the reimbursement of two electronic waste collection events to manage solid waste in support of administering the Oklahoma Solid Waste Management Act by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as “Department” and/or DEQ and Norman Municipal Authority hereinafter referred to as “Contractor”. In consideration of the provisions set forth herein; the parties mutually agree to the following provisions and any Addenda attached hereto and incorporated herein; Therefore, in consideration of the foregoing and the mutual Contracts set forth, Contractor and Department agree as follows:

## I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT

- i. This contract is authorized pursuant to and in accordance with the provisions of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008; and 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202, 27A O.S. §§ 2-3-201, 2-3-202 and 27A O.S. § 2-10-802(C);
- ii. DEQ hereby agrees to grant the Contractor funding for reimbursement of expenses related to completion of the project as agreed by both parties, as further described by the scope of work and budget in Attachment A.
- iii. In consideration of Contractor’s completion of the work described, DEQ shall reimburse Contractor for eligible costs not otherwise reimbursed by another funding source. The maximum value of this Agreement shall not exceed \$10,000. No overage will be paid.

The Contract shall be in effect for the period from the date the contract is signed by both parties, or the day an executed Purchase Order has been issued, whichever is later through June 30, 2025.

## II. REQUIREMENTS FOR DEQ FUNDS:

- i. If equipment purchases are included as part of the project scope it shall be listed along with the work description of the project on Attachment A.
- ii. Records shall be maintained and accounts, including property, personnel and financial records that properly document and account for all contract funds in conformance with Generally Accepted Accounting Principles (GAAP), which can be found here if needed: <https://asc.fasb.org/>. Effective control and accountability is maintained for all funds, property and other assets.
- iii. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit.
- iv. Contractor is responsible for properly maintaining equipment and for obtaining all necessary permits associated with use.
- v. Contractor certifies that equipment proposed for administering this Contract is not already on hand and is required for the operation of the Contract. Equipment acquired with DEQ funds must be used in the program or project for which it was acquired.
- vi. Contractor must maintain records of property acquired with DEQ funds from the date of acquisition through final disposition. A control system must be developed to ensure adequate safeguards against loss, damage, or theft, adequate property records must be maintained, and a physical inventory must be completed at least o



every two years.

- vii. Contractor may use, manage, and dispose of equipment purchased in accordance with State laws and procedures. Equipment purchased with DEQ funds may not be offered as collateral in any transactions or sold within three (3) years from the date of purchase unless otherwise agreed by DEQ.
- viii. In consideration of the mutual covenants, Contracts, terms, conditions and provisions hereof, the Parties agree as follows:

### III. COMPLIANCE

- i. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to Department Certification. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract.
- ii. DEQ reserves the right to request copies of licensure at any time and Contractor agrees to provide proof of licensure.
- iii. The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, including any regulations and rules promulgated by any governmental authorities which are applicable to the Contract.
- iv. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by Department.
- v. The Contract agrees to comply with the State of Oklahoma Contractor Registration Requirements. Requirements and Registration is available at:  
[https://www.ok.gov/DCS/Central\\_Purchasing/Contractor\\_Registration/index.html](https://www.ok.gov/DCS/Central_Purchasing/Contractor_Registration/index.html)
- vi. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at <https://www.uscis.gov/e-verify>.
- vii. Termination of Contract shall be based on:
  - a. **TERMINATION FOR CAUSE:** The Contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Contractor. The State may terminate the Contract immediately, without a 30-day written notice to the Contractor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.
  - b. **TERMINATION FOR CONVENIENCE:** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the Contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The



Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor.

#### **IV. COMPENSATION AND APPROPRIATIONS**

- i. **COMPENSATION:** In consideration of the faithful performance by the Contractor of the services identified in the Statement of Work and in conformity with the administrative procedures set forth herein, the Department agrees to compensate Contractor an amount not to exceed Ten Thousand Dollars | \$10,000 unless amended in writing and approved by Contractor and Department. Compensation may be less than that requested in Contractor's application.
- ii. **INVOICES AND PAYMENTS** Invoices shall be submitted monthly along with monthly progress reports. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered, or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received. State Acquisitions are exempt from sales taxes and federal excise taxes. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.
- iii. **TAX EXEMPTION:** State agency acquisitions are exempt from sales taxes and federal excise taxes. Contractors shall not include these taxes in price quotes.
- iv. **APPROPRIATIONS:** The terms of any Contract resulting from any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year Contracts. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding. This contract is made subject to the availability of State and/or Federal funds and if such funds become unavailable during the term of this contract, then this Contract may be immediately reduced or terminated by the Department.

#### **V. GENERAL PROVISIONS**

- i. **PROVISIONS BINDING:** The provisions of this Contract shall be binding on and ensure to the benefit of the Department and the Contractor and their respective successors and permitted assigns.
- ii. **ASSIGNMENT AND SUBCONTRACTING:** This Contract may not be assigned without written approval from the Department. If approved, the assignment is subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to sub-recipient terms and conditions of that funding. The Contractor shall not engage in any subcontract to provide the services herein without prior written approval of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this



contract or grantor agency. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.

- iii. **FORCE MAJEURE:** Performance may be suspended by either party in case of an Act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, labor, or transportation, accident, national defense requirement, or any cause beyond the control of such party, which prevents the performance of such party. In the event of any of the aforementioned circumstance, Contractor shall be obligated to provide for and Department to pay for only such services as are actually rendered.
- iv. **AFFIRMATION OF STATE EMPLOYMENT:** Contractor, by execution of this Contract, acknowledges and affirms that he/she (1) is not a current employee of the Department, an agency of the State of Oklahoma and (2) has not been an employee of the Department, an agency of the State of Oklahoma within the twelve (12) months next preceding the effective date of this Contract.
- v. **INDEPENDENT CONTRACTOR:** In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties, and accordingly shall not be eligible for rights or benefits accruing to state employees.
- vi. **AUDIT AND RECORDS CLAUSE:** As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. The contractor is required to retain all records and supporting documentation relative to this contract for the duration of the contract term and a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later. Contractor agrees the review of all records as they relate to the performance of professional services are to be subject to examination by the Department, the State Auditor and Inspector and the State Purchasing Director.
- vii. **NO GRANT OF AUTHORITY:** Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the Department, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the Department.
- viii. **NO OTHER CONTRACT:** Contractor certifies and warrants that it has entered into no other Contract that would prevent performance of the services agreed to herein on the terms and conditions stated. Contractor further certifies and warrants that no such Contract will be entered into during the pendency of this Contract.
- ix. **ENTIRE CONTRACT:** This Contract, along with any quotes, the purchase order, change orders if applicable, amendments if applicable, and other attachments or supporting documentation constitutes the entire Contract and understanding between the parties with respect to the matters contained herein and supersedes all other Contracts between and representations by the parties with respect to such matters.
- x. **AMENDMENT AND MODIFICATION:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the solicitation. All amendments to the solicitation shall be made in writing by the Agency. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the Contractor. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specific



authorized by the Agency in writing, or made unilaterally by the Contractor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the resultant Contract.

- xi. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants: A.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; B.) Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; C.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); D.) Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- xii. NOTICES: Any notice hereunder to be given by either party to the other shall be in writing and shall be effective when received.
- xiii. NO WAIVER: Waiver by the Department of any breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- xiv. SEVERABILITY: The Contracts and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a court of competent jurisdiction, this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.
- xv. CHOICE OF LAW: Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.
- xvi. CHOICE OF VENUE: Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.
- xvii. INDEMNIFICATION: The Contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice if applicable, and general liability insurance of no less than \$1,000,000.00 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents, employees or the like. Contractor may not cancel or transfer the policy without giving the State thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and provide the State with evidence of such insurance and renewals upon request. Notice of Self Insurance can also constitute policies and shall be provided for proof at the beginning of any renewal. Contractor shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Contractor or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee. The Policy Certificate Holder shall be listed as State of Oklahoma Department of Environmental Quality 707 N. Robinson | Post Office Box 1677 Oklahoma City, Oklahoma 73101-1677 on all insurance certificates.



- xviii. **DELIVERY: F.O.B. DESTINATION:** Delivery, Inspection and Acceptance: Unless otherwise specified in the contract documents, all deliveries shall be F.O.B. Destination. The Contractor(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the receiving agency. The Contractor(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Contractor(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Agency.
- xix. **COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007:** The Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
- xx. **COMPLIANCE WITH APPLICABLE LAWS:** The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- xxi. **MONITORING AND FINANCIAL COMPLIANCE REVIEW:** DEQ, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by DEQ, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. DEQ shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.
- xxii. **UNALLOWABLE COSTS:** In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended DEQ funds on unallowable costs on this or any previous Contract, Contractor shall reimburse DEQ in full for all such costs on demand. DEQ may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.
- xxiii. **APPEAL:** In the event any audit resolution, review, monitoring, or oversight results in the determination that DEQ has overpaid the Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the DEQ Executive Director. DEQ will consider the appeal before final action or reimbursement is sought by DEQ. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.
- xxiv. **Proper Invoice:** An invoice is considered proper if sent to the proper recipient and goods or services have been received. Contractor shall invoice DEQ monthly for the costs specified within the contract and/or purchase orders. The proper recipient of invoices is DEQ Accounts Payable. Invoices shall be sent to: Oklahoma Department of Environmental Quality Attention: Accounts Payable P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677 or <mailto:AccountsPayable@deq.ok.gov>. Failure to comply may result in late payments. Invo



shall contain the purchase order number, a description of the products delivered or services provided, the dates of such delivery or provision of services, and the Contractor's Federal Employer Identification number.

- xxv. **Unauthorized Obligation:** At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding. All work performed without an Executed Notice to Proceed and Purchase Order is an Unauthorized Obligation in which the agency will not be liable for.



In witness whereof, this Contract, consisting of fifteen (15) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable

**City of Norman  
PO Box 370  
Norman, Oklahoma 73070**

**State of Oklahoma  
Oklahoma Department of  
Environmental Quality  
707 N. Robinson, P.O. Box 1677, Oklahoma  
City, Oklahoma, 73101-1677**

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Signature of Authorized Representative

Larry Heikkila

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Printed Name of Authorized Representative

Mayor

---

Title of Authorized Representative

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Signature of Authorized Representative

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Printed Name of Authorized Representative

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Title of Authorized Representative



**Attachment A**

Community Based Environmental Protection Projects  
Oklahoma Department of Environmental Quality  
Request to Enter Contract for Reimbursement  
**Collection Event Grant Application FY25**

The Oklahoma Department of Environmental Quality (DEQ) has the jurisdictional area of environmental responsibility over the prevention, control and abatement of pollution caused by solid waste which presents a threat to human health or the environment, under provisions of 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202; and

The Executive Director of DEQ is authorized under the provisions of 27A O.S. §§ 2-3-201 and 2-3-202 to enter into contracts for the purpose of carrying out any of the purposes, objectives or provisions of the Environmental Quality Code, Title 27A of the Oklahoma Statutes, for which DEQ has jurisdiction.

DEQ is authorized under the provisions of 27A O.S. § 2-10-802(C) to expend funds and enter into contracts with units of local government and political subdivisions of this State for purposes of administering the Oklahoma Solid Waste Management Act.

DEQ does not reimburse for buildings, vehicles, laptops, or drones.

**Grant money is not guaranteed. Funding is limited. DEQ's ability to fund requests to local governments is entirely dependent on the amount of money available to DEQ to issue grants.**

**Basic Information:**

- Grants are provided on a reimbursement basis.
- **Grantees must enter into a formal Agreement with DEQ as vendors. Until a fully executed Agreement and Purchase Order are issued, no funds are available. Funds spent prior to a formal Agreement and Purchase Order are not reimbursable.**
- All awarded funding must be spent in the fiscal year granted.
- Agreements expire June 30, 2025.
- Final invoices are due by August 31, 2025. Invoices submitted after August 2025 may not be reimbursed.



**Process for Receiving Funds**

1. Submit application.
2. DEQ reviews application. Discussion between DEQ and applicant may occur at this time. Applicant sends revised Scope of Work and Budget to DEQ, if necessary.
3. DEQ writes formal Agreement and sends through state's procurement process for approval.
4. DEQ sends applicant formal Agreement to sign and return, electronically.
5. DEQ signs, then sends an electronic copy of fully executed Agreement and Purchase Order to applicant.
6. Applicant may now begin to spend funds intended for reimbursement. **Funds spent prior to a fully executed Agreement and Purchase Order (between steps 1-5) are not reimbursable.**
7. Applicant sends invoices and monthly reports to DEQ.
8. DEQ Reimburses invoices within 45 days.

For more information and application deadlines, visit the DEQ website at <https://www.deq.ok.gov/land-protection-division/waste-management/solid-waste/funding-opportunities-for-community-based-environmental-protection-projects/>.

**Application Submittal Instructions**

Return by e-mail to [SWGrants@deq.ok.gov](mailto:SWGrants@deq.ok.gov) with the subject line, "[Organization] FY25 [grant type] Grant Application DEQ"  
e.g., Oklahoma County FY25 Equipment Grant Application DEQ

Or send a hard copy to:

Oklahoma Department of Environmental Quality  
Attn: Libby McCaskill, Land Protection Division  
P.O. Box 1677  
Oklahoma City, OK 73101-1677  
Phone: 405-702-5100  
Fax: 405-702-5101



## **Collection Event Grant**

Collection event grants are for hosting the collection of household hazardous waste (HHW) and typically also include the collection of electronic waste (e-waste), tires, unwanted residential pharmaceuticals, and used medical sharps, scrap metal, and/or other difficult-to-manage waste streams. These grants are typically provided for one, or a series of, discrete collection events.

- The contractor shall use an R2 or e-Steward certified electronics recycler. Contractor shall utilize vendors that are compliant with DEQ rules.
  - [Find a Recycler - e-Stewards](#)
  - [Find An R2 Certified Facility - SERI - Sustainable Electronics Recycling International](#)
  - Often, HHW collection services partner with a certified electronics recycler
- The contractor shall coordinate with the Oklahoma Bureau of Narcotics for coordination on pharmaceuticals.
  - Beau Ratke: (918) 446-1616: [BRatke@Obn.ok.gov](mailto:BRatke@Obn.ok.gov)
- Used tires may be collected for recycling for free using DEQ's Tire Program.
  - Kole Kennedy: (405) 702-5177: [Kole.Kennedy@deq.ok.gov](mailto:Kole.Kennedy@deq.ok.gov)
- The contractor shall ensure medical sharps are safely collected and properly disposed. This can be done through coordination with the HHW collection vendor and a regulated medical waste disposal facility. Sharps collection may also be arranged directly through appropriate vendors. For a list of sharps disposal vendors that service Oklahoma, see Figure 4 on page 23 of the Oklahoma Meds and Sharps Disposal Committee's (OMSDC) "Building a Municipal Program for Home-Generated Medical Sharps" guide. You can find the guide on the OSDC website: [Safe Disposal of Pharmaceuticals and Medical Sharps in Oklahoma \(oksafemeddisposal.org\)-](https://oksafemeddisposal.org/)
- After each collection event, the contractor shall provide an invoice including a description of the event, photos, and the types and amounts of waste collected.

## **Oklahoma Clean Community**

If you collect tires at a collection event, you may be eligible to become an Oklahoma Clean Community. For more information, e-mail [okcleancommunity@deq.ok.gov](mailto:okcleancommunity@deq.ok.gov). Find the application here: [2020\\_CleanCommunity\\_Application.pdf \(ok.gov\)](#)



### Collection Event Grant Application FY25

The following information must be provided before a contract for reimbursement will be considered. Scoring will be based on the following categories: types of materials being collected, environmental improvement, feasibility, collaboration, scope of work, budget, quality of proposal, and past performance, if applicable. This form has been prepared to be applicable to a wide range of projects and as a result some of the questions may not seem directly applicable to what you propose. Please answer the questions to the best of your ability based on the information you have.

1. Date: January 28, 2024

Name of entity that reimbursements will be issued to:

Norman Municipal Authority

2. Dollar amount being requested: \$10,000

3. Contact information

<b>Name/Title:</b>	Michele Loudenback/Environmental and Sustainability Manager
<b>Phone Number:</b>	405-307-7130
<b>E-mail Address:</b>	Michele.loudenback@normanok.gov

4. Signatory Authority with legal authority to sign contract with DEQ:

<b>Name/Title:</b>	Larry Heikkila/Mayor
<b>Phone Number:</b>	405-366-5404
<b>E-mail Address:</b>	mayor@normanok.gov

5. Addresses

<b>The contract will be sent here for signature (name and e-mail):</b>	Michele Loudenback; Michele.loudenback@normanok.gov
<b>Reimbursements will go to this mailing address:</b>	City of Norman, PO Box 370, Norman, OK 73070

6.

<b>How did you hear about DEQ's Solid Waste Management Grant Program?</b>	Aside from being past recipients, we partner closely with DEQ in most of our program areas. Of course, several Norman staff are also DEQ alumni.
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7. Project Description. Answer each question in its answer box to the right.

**Environmental Improvement**

Question	Answer
a. What type of solid waste will be collected: HHW, electronic waste, medical pharmaceuticals, medical sharps, tires, scrap metal, others?	Only electronic waste will be collected for these events.
b. When do you anticipate holding the event(s)? Please provide an estimated time of year, or specific date.	We plan to hold two, discrete collection events in the fall (October/November) and the spring (April/May) seasons in conjunction with Green Norman Eco Month Activities and Water's Worth It Month activities to allow for increased promotion and advertisement of the events.
c. Describe your plans for advertising the event(s).	We will make social media posts, website content posts, create utility bill inserts, place ads in newspapers and magazines, send out press releases, and place flyers around town. Additionally, we will share the event information on online event calendars and through other agency bulletin boards. We will send the information through the OU events boards and through student groups with whom we partner. We will share with colleagues and encourage word of mouth. We will ask Councilmembers to announce it from the dias.
d. Who will be served by the program: municipalities, counties, region, population estimate?	While we will primarily promote the event within the City of Norman's corporate boundaries, we will not preclude any potential participant from bringing their acceptable materials to the event. We will also reach out to and invite surrounding Cleveland County towns and to the County administration to offer the event to their residents. The 2020 census lists the population of Norman at 128,026. Cleveland County population is listed at 287,066.



**Cost**

Question	Answer
e. What is the total cost of this program?	The total cost for the two events is \$10,000.
f. Are you partnering with anyone else to implement this program? To make more efficient use of limited dollars DEQ will prioritize applications that propose partnerships and collaboration.	We plan to partner with Cleveland County and the University of Oklahoma to encourage as much attendance to make the greatest impact possible.
g. Have you received a previous grant from the DEQ? If yes, what years, what dollar amount of funding was provided, and how much of that funding did you spend?	Yes. FY 20 - \$55,370 – purchases of forklift, paint can crusher, and fluorescent bulb crusher FY 21 - \$19, 125.07 – purchases of aerosol disposal system, sharps container kiosk, spill containment equipment, and utility carts, and the implementation of two electronic waste collection events. FY 23 - \$4750 – implementation of one electronics waste collection event.

**Scope of Work & Budget**

Question	Answer
h. Detailed scope	Please attach a detailed scope of work and a detailed budget for the entirety of the project. More detailed and itemized budgets will be prioritized. Itemized budget items may include cost of labor, equipment, supplies, etc.

**Additional Information**

Question	Answer
i. Is there any other information that you would like to share?	We eventually plan to expand to year-round electronics collection at our permanent Household Hazardous Waste Facility, and this funding would help us provide these services while gathering the resources and planning for the transition.



**Attachment B:****City of Norman Collection Event Grant Application FY25****Attachment 1****Scope of Work**

To help with the prevention, control, and abatement of pollution caused by solid waste, the City of Norman will contract with R2-Certified electronic recycler, United Electronics Recycling (R2v3 certified through SERI) to provide two (2) electronics waste collection events to be held during the fall and spring seasons of FY25 for the residents of the City of Norman, Cleveland County and surrounding areas. These events will consist of collection, transportation and proper recycling or disposal of the electronics waste. The events will be held in Reaves Park and City staff will provide logistic and traffic control services, allowing for maximal participation during the event hours.

**Fall event budget:**

Collection, transportation and proper recycling or disposal of electronics waste	\$5000, inclusive
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**Spring event budget:**

Collection, transportation and proper recycling or disposal of electronics waste	\$5000, inclusive
--	-------------------

<b>Total Cost for Both Events</b>	<b>\$10,000</b>
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## Attachment C:

**The City of  
NORMAN**

225 N. Webster / P.O. Box 370  
Norman, Oklahoma 73069 / 73070

Environmental Resilience and  
Sustainability  
Phone: 405-292-9731  
Fax: 405-292-9793  
[EnvironmentalServices@normanok.gov](mailto:EnvironmentalServices@normanok.gov)

January 29, 2024

Oklahoma Department of Environmental Quality  
Attn: Libby McCaskill, Land Protection Division  
P.O. Box 1677  
Oklahoma City, OK 73101-1677  
Phone: 405-702-5100  
Fax: 405-702-5101

Dear Ms. McCaskill:

The City of Norman is submitting this application to request to enter contract for reimbursement for hosting two electronics waste collection events under the Community Based Environmental Protection Projects – Collection Event Grant.

The request is for reimbursement for collections, transportation and disposal services of R2-certified contractor, United Electronics Recycling (R2v3 certification from SERI). These events will allow collection and proper recycling or disposal of electronics waste from the City of Norman, Cleveland County and surrounding areas.

Thank you for your consideration of this request. If you require any additional information, please do not hesitate to contact me at (405) 292-9731 or at [Michele.Loudenback@NormanOK.gov](mailto:Michele.Loudenback@NormanOK.gov).

Sincerely,

Michele Loudanback, RPES, CFM  
Environmental and Sustainability Manager  
City of Norman



**File Attachments for Item:**

11. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$4,000 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY TO BE USED TO PURCHASE EQUIPMENT FOR THE HOUSEHOLD HAZARDOUS WASTE FACILITY AND APPROVAL OF CONTRACT K-2425-10 AS OUTLINED IN THE STAFF REPORT.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 7/23/2024

**REQUESTER:** Michele Loudenback, Environmental and Sustainability Manager

**PRESENTER:** Michele Loudenback, Environmental and Sustainability Manager

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$4,000 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY TO BE USED TO PURCHASE EQUIPMENT FOR THE HOUSEHOLD HAZARDOUS WASTE FACILITY AND APPROVAL OF CONTRACT K-2425-10 AS OUTLINED IN THE STAFF REPORT.

### BACKGROUND:

The household hazardous waste facility provides a safe, year-round disposal option for our residents in an environmentally friendly way. Previously, one-day events were held annually to collect these materials which caused traffic and safety issues. The permanent facility opened in February 2022, and residents can make an appointment to bring their materials or to visit the swap shop to pick up some still-usable items. Currently, one full-time employee operates the facility with the assistance of temporary workers.

### DISCUSSION:

The Oklahoma Department of Environmental Quality (DEQ) issued the grant opportunity for reimbursement funding of 80% of equipment cost, and staff submitted an application for the purchase of a Vestil Drum-55-SCL-E hand truck to be purchased during Fiscal Year 2025. This drum hand truck or dolly will allow for safe transporting and maximum maneuverability of the various drums used in the facility to handle and process the waste received there.

On June 3, 2024, DEQ notified staff that the full grant request of up to \$4,000 would be awarded and provided their contract for execution. Costs for the equipment will be initially paid for by the City of Norman Environmental Resilience and Sustainability Division from Household Hazardous Waste Facility Capital Project, Materials (Account 33999975-46301; Project SA0012). DEQ will reimburse 80% of the cost spent on the equipment up to \$4,000 and will be receipted into the Sanitation Fund, Other Revenue - State Grant Reimbursement (Account 339-331380). The equipment will cost no more than \$6,000 total which would make the City's portion no more than \$2,000.



**RECOMMENDATION:**

Staff recommends approval of Contract K-2425-10, a grant contract by and between the City of Norman, Oklahoma, and the Oklahoma Department of Environmental Quality (DEQ) accepting the equipment funding in the amount of \$4,000 for one drum hand truck to be purchased in Fiscal Year 2025.



# REIMBURSEMENT CONTRACT

This Contract made for the reimbursement of the purchase of one household hazardous waste drum hand truck to manage solid waste in support of administering the Oklahoma Solid Waste Management Act by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as “Department” and/or DEQ and City of Norman hereinafter referred to as “Contractor”. In consideration of the provisions set forth herein; the parties mutually agree to the following provisions and any Addenda attached hereto and incorporated herein; Therefore, in consideration of the foregoing and the mutual Contracts set forth, Contractor and Department agree as follows:

## I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT

- i. This contract is authorized pursuant to and in accordance with the provisions of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008; and 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202, 27A O.S. §§ 2-3-201, 2-3-202 and 27A O.S. § 2-10-802(C);
- ii. DEQ hereby agrees to grant the Contractor funding for reimbursement of expenses related to completion of the project as agreed by both parties, as further described by the scope of work and budget in Attachment A.
- iii. In consideration of Contractor’s completion of the work described, DEQ shall reimburse Contractor for eligible costs not otherwise reimbursed by another funding source. DEQ will reimburse 80% of the cost of equipment specified in Attachment A, or similar equipment; however, the maximum value of this Agreement shall not exceed \$4,000. No overage will be paid.

The Contract shall be in effect for the period from the date the contract is signed by both parties, or the day an executed Purchase Order has been issued, whichever is later through June 30, 2025.

## II. REQUIREMENTS FOR DEQ FUNDS:

- i. If equipment purchases are included as part of the project scope it shall be listed along with the work description of the project on Attachment A.
- ii. Records shall be maintained and accounts, including property, personnel and financial records that properly document and account for all contract funds in conformance with Generally Accepted Accounting Principles (GAAP), which can be found here if needed: <https://asc.fasb.org/>. Effective control and accountability is maintained for all funds, property and other assets.
- iii. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit.
- iv. Contractor is responsible for properly maintaining equipment and for obtaining all necessary permits associated with use.
- v. Contractor certifies that equipment proposed for administering this Contract is not already on hand and is required for the operation of the Contract. Equipment acquired with DEQ funds must be used in the program or project for which it was acquired.
- vi. Contractor must maintain records of property acquired with DEQ funds from the date of acquisition through final disposition. A control system must be developed to ensure adequate safeguards against loss, damage, or theft, adequate property records must be maintained, and a physical inventory must be completed at least o



every two years.

- vii. Contractor may use, manage, and dispose of equipment purchased in accordance with State laws and procedures. Equipment purchased with DEQ funds may not be offered as collateral in any transactions or sold within three (3) years from the date of purchase unless otherwise agreed by DEQ.
- viii. In consideration of the mutual covenants, Contracts, terms, conditions and provisions hereof, the Parties agree as follows:

### III. COMPLIANCE

- i. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to Department Certification. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract.
- ii. DEQ reserves the right to request copies of licensure at any time and Contractor agrees to provide proof of licensure.
- iii. The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, including any regulations and rules promulgated by any governmental authorities which are applicable to the Contract.
- iv. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by Department.
- v. The Contract agrees to comply with the State of Oklahoma Contractor Registration Requirements. Requirements and Registration is available at:  
[https://www.ok.gov/DCS/Central\\_Purchasing/Contractor\\_Registration/index.html](https://www.ok.gov/DCS/Central_Purchasing/Contractor_Registration/index.html)
- vi. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at <https://www.uscis.gov/e-verify>.
- vii. Termination of Contract shall be based on:
  - a. **TERMINATION FOR CAUSE:** The Contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Contractor. The State may terminate the Contract immediately, without a 30-day written notice to the Contractor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.
  - b. **TERMINATION FOR CONVENIENCE:** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the Contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The



Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor.

#### **IV. COMPENSATION AND APPROPRIATIONS**

- i. **COMPENSATION:** In consideration of the faithful performance by the Contractor of the services identified in the Statement of Work and in conformity with the administrative procedures set forth herein, the Department agrees to compensate Contractor an amount not to exceed Four Thousand Dollars | \$4,000 unless amended in writing and approved by Contractor and Department. Compensation may be less than that requested in Contractor's application.
- ii. **INVOICES AND PAYMENTS** Invoices shall be submitted monthly along with monthly progress reports. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered, or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received. State Acquisitions are exempt from sales taxes and federal excise taxes. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.
- iii. **TAX EXEMPTION:** State agency acquisitions are exempt from sales taxes and federal excise taxes. Contractors shall not include these taxes in price quotes.
- iv. **APPROPRIATIONS:** The terms of any Contract resulting from any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year Contracts. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding. This contract is made subject to the availability of State and/or Federal funds and if such funds become unavailable during the term of this contract, then this Contract may be immediately reduced or terminated by the Department.

#### **V. GENERAL PROVISIONS**

- i. **PROVISIONS BINDING:** The provisions of this Contract shall be binding on and ensure to the benefit of the Department and the Contractor and their respective successors and permitted assigns.
- ii. **ASSIGNMENT AND SUBCONTRACTING:** This Contract may not be assigned without written approval from the Department. If approved, the assignment is subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to sub-recipient terms and conditions of that funding. The Contractor shall not engage in any subcontract to provide the services herein without prior written approval of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this



contract or grantor agency. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.

- iii. **FORCE MAJEURE:** Performance may be suspended by either party in case of an Act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, labor, or transportation, accident, national defense requirement, or any cause beyond the control of such party, which prevents the performance of such party. In the event of any of the aforementioned circumstance, Contractor shall be obligated to provide for and Department to pay for only such services as are actually rendered.
- iv. **AFFIRMATION OF STATE EMPLOYMENT:** Contractor, by execution of this Contract, acknowledges and affirms that he/she (1) is not a current employee of the Department, an agency of the State of Oklahoma and (2) has not been an employee of the Department, an agency of the State of Oklahoma within the twelve (12) months next preceding the effective date of this Contract.
- v. **INDEPENDENT CONTRACTOR:** In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties, and accordingly shall not be eligible for rights or benefits accruing to state employees.
- vi. **AUDIT AND RECORDS CLAUSE:** As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. The contractor is required to retain all records and supporting documentation relative to this contract for the duration of the contract term and a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later. Contractor agrees the review of all records as they relate to the performance of professional services are to be subject to examination by the Department, the State Auditor and Inspector and the State Purchasing Director.
- vii. **NO GRANT OF AUTHORITY:** Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the Department, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the Department.
- viii. **NO OTHER CONTRACT:** Contractor certifies and warrants that it has entered into no other Contract that would prevent performance of the services agreed to herein on the terms and conditions stated. Contractor further certifies and warrants that no such Contract will be entered into during the pendency of this Contract.
- ix. **ENTIRE CONTRACT:** This Contract, along with any quotes, the purchase order, change orders if applicable, amendments if applicable, and other attachments or supporting documentation constitutes the entire Contract and understanding between the parties with respect to the matters contained herein and supersedes all other Contracts between and representations by the parties with respect to such matters.
- x. **AMENDMENT AND MODIFICATION:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the solicitation. All amendments to the solicitation shall be made in writing by the Agency. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the Contractor. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specific



authorized by the Agency in writing, or made unilaterally by the Contractor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the resultant Contract.

- xi. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants: A.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; B.) Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; C.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); D.) Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- xii. NOTICES: Any notice hereunder to be given by either party to the other shall be in writing and shall be effective when received.
- xiii. NO WAIVER: Waiver by the Department of any breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- xiv. SEVERABILITY: The Contracts and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a court of competent jurisdiction, this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.
- xv. CHOICE OF LAW: Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.
- xvi. CHOICE OF VENUE: Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.
- xvii. INDEMNIFICATION: The Contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice if applicable, and general liability insurance of no less than \$1,000,000.00 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents, employees or the like. Contractor may not cancel or transfer the policy without giving the State thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and provide the State with evidence of such insurance and renewals upon request. Notice of Self Insurance can also constitute policies and shall be provided for proof at the beginning of any renewal. Contractor shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Contractor or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee. The Policy Certificate Holder shall be listed as State of Oklahoma Department of Environmental Quality 707 N. Robinson | Post Office Box 1677 Oklahoma City, Oklahoma 73101-1677 on all insurance certificates.



- xviii. **DELIVERY: F.O.B. DESTINATION:** Delivery, Inspection and Acceptance: Unless otherwise specified in the contract documents, all deliveries shall be F.O.B. Destination. The Contractor(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the receiving agency. The Contractor(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Contractor(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Agency.
- xix. **COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007:** The Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
- xx. **COMPLIANCE WITH APPLICABLE LAWS:** The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- xxi. **MONITORING AND FINANCIAL COMPLIANCE REVIEW:** DEQ, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by DEQ, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. DEQ shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.
- xxii. **UNALLOWABLE COSTS:** In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended DEQ funds on unallowable costs on this or any previous Contract, Contractor shall reimburse DEQ in full for all such costs on demand. DEQ may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.
- xxiii. **APPEAL:** In the event any audit resolution, review, monitoring, or oversight results in the determination that DEQ has overpaid the Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the DEQ Executive Director. DEQ will consider the appeal before final action or reimbursement is sought by DEQ. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.
- xxiv. **Proper Invoice:** An invoice is considered proper if sent to the proper recipient and goods or services have been received. Contractor shall invoice DEQ monthly for the costs specified within the contract and/or purchase orders. The proper recipient of invoices is DEQ Accounts Payable. Invoices shall be sent to: Oklahoma Department of Environmental Quality Attention: Accounts Payable P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677 or <mailto:AccountsPayable@deq.ok.gov>. Failure to comply may result in late payments. Invo



shall contain the purchase order number, a description of the products delivered or services provided, the dates of such delivery or provision of services, and the Contractor's Federal Employer Identification number.

- xxv. **Unauthorized Obligation:** At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding. All work performed without an Executed Notice to Proceed and Purchase Order is an Unauthorized Obligation in which the agency will not be liable for.



In witness whereof, this Contract, consisting of seventeen (17) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable

**City of Norman  
PO Box 370  
Norman, Oklahoma 73070**

**State of Oklahoma  
Oklahoma Department of  
Environmental Quality  
707 N. Robinson, P.O. Box 1677, Oklahoma  
City, Oklahoma, 73101-1677**

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Signature of Authorized Representative

Larry Heikkila

---

Printed Name of Authorized Representative

Mayor

---

Title of Authorized Representative

---

Signature of Authorized Representative

---

Printed Name of Authorized Representative

---

Title of Authorized Representative



**Attachment A**

Community Based Environmental Protection Projects  
Oklahoma Department of Environmental Quality  
Request to Enter Contract for Reimbursement  
**Equipment Grant Application FY25**

The Oklahoma Department of Environmental Quality (DEQ) has the jurisdictional area of environmental responsibility over the prevention, control and abatement of pollution caused by solid waste which presents a threat to human health or the environment, under provisions of 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202; and

The Executive Director of DEQ is authorized under the provisions of 27A O.S. §§ 2-3-201 and 2-3-202 to enter into contracts for the purpose of carrying out any of the purposes, objectives or provisions of the Environmental Quality Code, Title 27A of the Oklahoma Statutes, for which DEQ has jurisdiction.

DEQ is authorized under the provisions of 27A O.S. § 2-10-802(C) to expend funds and enter into contracts with units of local government and political subdivisions of this State for purposes of administering the Oklahoma Solid Waste Management Act.

DEQ does not reimburse for buildings, vehicles, laptops, or drones.

**Grant money is not guaranteed. Funding is limited. DEQ's ability to fund requests to local governments is entirely dependent on the amount of money available to DEQ to issue grants.**

**Basic Information:**

- Grants are provided on a reimbursement basis.
- **Grantees must enter into a formal Agreement with DEQ as vendors. Until a fully executed Agreement and Purchase Order are issued, no funds are available. Funds spent prior to a formal Agreement and Purchase Order are not reimbursable.**
- All awarded funding must be spent in the fiscal year granted.
- Agreements expire June 30, 2025.
- Final invoices are due by August 31, 2025. Invoices submitted after August 2025 may not be reimbursed.



### **Process for Receiving Funds**

1. Submit application.
2. DEQ reviews application. Discussion between DEQ and applicant may occur at this time. Applicant sends revised Scope of Work and Budget to DEQ, if necessary.
3. DEQ writes formal Agreement and sends through state's procurement process for approval.
4. DEQ sends applicant a formal Agreement to sign and return, electronically.
5. DEQ signs, then sends an electronic copy of the fully executed Agreement and Purchase Order to applicant.
6. Applicant may now begin to spend funds intended for reimbursement. **Funds spent prior to a fully executed Agreement and Purchase Order (between steps 1-5) are not reimbursable.**
7. Applicant sends invoices and monthly reports to DEQ.
8. DEQ Reimburses invoices within 45 days.

For more information and application deadlines, visit the DEQ website at <https://www.deq.ok.gov/land-protection-division/waste-management/solid-waste/funding-opportunities-for-community-based-environmental-protection-projects/>.

### **Application Submittal Instructions**

Return by e-mail to [SWGrants@deq.ok.gov](mailto:SWGrants@deq.ok.gov) with the subject line, "[Organization] FY25 [grant type] Grant Application DEQ"  
e.g., Oklahoma County FY25 Equipment Grant Application DEQ

Or send a hard copy to:

Oklahoma Department of Environmental Quality  
Attn: Libby McCaskill, Land Protection Division  
P.O. Box 1677  
Oklahoma City, OK 73101-1677  
Phone: 405-702-5100  
Fax: 405-702-5101

### **Equipment Grant**

These grants are for purchasing solid waste management equipment valued between \$5,000 and \$50,000. Examples include brush chippers, recycling equipment such as balers, HHW facility equipment, and composting equipment. These are typically one-time purchases. Storage and maintenance plans must be included with the application. Equipment means tangible, non-expendable property having useful life of more than one (1) year and an acquisition cost between \$5,000 and \$50,000 per unit. Equipment purchased with DEQ funds may not be offered as collateral in any transactions or sold within three (3) years from the date of purchase unless otherwise agreed by DEQ. Grant Recipients are required to submit appropriate invoicing and to provide monthly photos and metrics.

**NEW: DEQ will reimburse 80% of equipment costing \$5,000-\$50,000.**



**Equipment Grant Application FY25**

The following information must be provided before a contract for reimbursement will be considered. Scoring will be based on the following categories: environmental improvement, collaboration, storage and maintenance plans, sustainability, feasibility, scope of work, budget, quality of proposal, and past performance, if applicable. This form has been prepared to be applicable to a wide range of projects and as a result some of the questions may not seem directly applicable to what you propose. Please answer the questions to the best of your ability based on the information you have.

1. Date:

December 22, 2023

2. Legal Name of organization that reimbursements will be issued to: **Norman Municipal Authority**

3. Equipment being requested: Vestil Drum-55-SCL-E

4. Total Cost of Equipment: \$ 4000

5. Dollar Amount being Requested: \$4000

6. Contact information for organization

<b>Name/Title:</b>	Michele Loudenback/Environmental and Sustainability Manager
<b>Phone Number:</b>	405-307-7130
<b>E-mail Address:</b>	Michele.loudenback@normanok.gov

7. Signatory Authority for organization with legal authority to sign contract with DEQ:

<b>Name/Title:</b>	Larry Heikkila/Mayor
<b>Phone Number:</b>	405-366-5404
<b>E-mail Address:</b>	Mayor@normanok.gov

8. Addresses

<b>The contract will be sent here for signature (name and e-mail):</b>	Michele Loudenback michele.loudenback@normanok.gov
<b>Reimbursements will go to this mailing address:</b>	PO Box 370, Norman, OK 73070



9. Project Description. Answer each question in the answer box to the right.

#### General Information

Questions	Answers
<b>a. Please attach specifications and cost estimates for the requested equipment.</b>	Please see attached cost estimate and specification.

#### Environmental Improvement

Questions	Answers
<b>b. Describe the program that this equipment will be used for:</b>	This drum hand truck with scale will be used by the single employee tasked to our (City of Norman) permanent household hazardous waste facility. It will be used to maneuver and weigh drums filled with paint and other household chemicals to allow for safer drum handling.
<b>c. Who will be served by this program (municipalities, county, region, estimate population)?</b>	Currently, the municipality of Norman (population 128,026, 2020 Census) will be served. We have future plans to expand operations to smaller regional community and county residents on a pay-per-use or MOA type of system. This expansion is expected to be planned in FY 25 and implemented in FY 26.
<b>d. What type of solid waste will be managed with this equipment?</b>	This equipment (ergonomic drum hand truck with scale) will be used to manage, manipulate and transport heavy drums (steel and plastic) filled with materials brought to the household hazardous permanent facility for recycling/disposal.
<b>e. How is this waste currently managed?</b>	Currently, a forklift with a drum grabber is used to move drums to a scale to be weighed for tracking and manifesting. The management of the drums is awkward at best and dangerous at worst. Use of this requested equipment will allow for ease of manipulation by the single employee tasked to the permanent HHW facility. It would also increase efficiency in receiving, packing and transporting.
<b>f. How will the equipment improve the management of this waste?</b>	This equipment will provide a safer and more efficient way to move and load drums weighing 600 or more pounds and provide more accurate weights for outgoing reports.



<p><b>g. What is the environmental benefit of purchasing this equipment? (e.g., waste reduction, resource conservation, pollution prevention, litter abatement, education)?</b></p>	<p>There are many benefits from the program for which the purchase is being made which include waste reduction, resource conservation, pollution prevention, and public education. The main environmental benefit from the direct purchase of the equipment is pollution prevention. It will help decrease the chance of damaging or tipping a filled drum while it is being relocated. This, in turn, will decrease the potential for chemical spills and their accompanying environmental impact.</p>
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### Cost

Questions	Answers
<p><b>h. Are you partnering with anyone else to purchase this equipment? To make more efficient use of limited funding, DEQ will prioritize applications that propose partnerships and collaboration.</b></p>	<p>This equipment will be tasked to the permanent household hazardous waste facility. This facility is solely owned and operated by the City of Norman and houses potentially dangerous materials, thereby making outside collaboration a little more difficult. We do partner with Churches Caring for Creation (and University Lutheran Church and Student Center) with their foam recycling program and with HIS paint with their paint recycling program.</p>
<p><b>i. Have you received a previous grant from the DEQ? If so, what years, what dollar amounts did you receive, and how much of that funding did you spend?</b></p>	<p>Yes.  FY 20 - \$55,370 – purchases of forklift, paint can crusher, and fuorescent bulb crusher  FY 21 - \$19, 125.07 – purchases of aerosol disposal system, sharps container kiosk, spill containment equipment, and utility carts, and the implementation of two electronic waste collection events.  FY 23 - \$4750 – implementation of one electronics waste collection event.</p>



**Logistics**

Questions	Answers
<b>j. Describe your maintenance plans.</b>	Maintenance will be performed on the equipment as per the manufacturer's specifications, either through our Fleet Division or through a maintenance contract with an outside service.
<b>k. Describe your storage plans.</b>	The equipment will be stored inside the Household Hazardous Waste Facility to protect it from weather, theft and vandalism.
<b>l. If replacing existing equipment, what will you do with the old equipment?</b>	This will be a new piece of equipment, not a replacement.

**Sustainability**

Questions	Answers
<b>m. What metrics will you track monthly to demonstrate Return on Investment (ROI)?</b>	In addition to the usual metrics (types of materials collected, amounts of materials collected, amounts and types shipped, etc.) that we currently collect, we will track the weight of the materials that are handled with the equipment.
<b>n. Describe your reuse plan for the material you will be managing, if applicable. (i.e., if you are requesting a chipper, how will you beneficially reuse the wood chips: free to citizens, mulching community parks/gardens, etc.?)</b>	The material handled at the HHWF is considered first for reuse in our Swap Shop. Materials not suitable for the Swap Shop are sent to Clean Earth, HIS Paint or Interstate Battery (currently). The processors work to reuse and recycle first before disposal considerations are entertained.

**Other**

<b>o. How did you hear about DEQ's Solid Waste Management Grant Program?</b>	Aside from being previous recipients, several staff members are previous DEQ-employees. Additionally, the City of Norman partners closely with DEQ in most of our program areas.
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**Additional Information**

Question	Answer
<b>p. Is there any other information that you would like to share?</b>	Currently, we have only one staff member tasked to the facility. This equipment would be very valuable to the safety of that employee and would help increase our operation efficiency. The increase in efficiency will have a directly affect the amount of material we can



	<b>divert from the waste stream as well as the number of residents we can accommodate. Thank you for your consideration.</b>
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**Attachment B:**

## The City of NORMAN

225 N. Webster / P.O. Box 370  
Norman, Oklahoma 73069 / 73070

Environmental Resilience and  
Sustainability  
Phone: 405-292-9731  
Fax: 405-292-9793  
[EnvironmentalServices@normanok.gov](mailto:EnvironmentalServices@normanok.gov)

January 21, 2024

Oklahoma Department of Environmental Quality  
Attn: Libby MCaskill, Land Protection Division  
P.O. Box 1677  
Oklahoma City, OK 73101-1677  
Phone: 405-702-5100  
Fax: 405-702-5101

Dear Ms. McCaskill:

The City of Norman is submitting this application to request a contract for reimbursement for equipment to improve solid waste collection and disposal under the Community Based Environmental Protection Projects – Large Equipment Grant.

The request is for a Vestil DRUM-55-SCL-E 900-pound-capacity ergonomic drum hand truck (see attached specifications). This piece of equipment will improve safety and efficiency of our Household Hazardous Waste Facility operations which is staffed with one, full-time employee.

Thank you for your consideration of this request. If you require any additional information, please do not hesitate to contact me at (405) 292-9731 or at [Michele.Loudenback@NormanOK.gov](mailto:Michele.Loudenback@NormanOK.gov).

Sincerely,

Michele Loudenback, RPES, CFM  
Environmental and Sustainability Manager  
City of Norman



## Attachment C:

## Details For Model: DRUM-55-SCL-E



### Steel Portable Ergonomic Drum Truck with Scale 38-5/8 In. x 35 In. x 64 In. 900 Lb. Capacity Yellow

The portable drum jacks are the perfect solution to any of your drum transporting needs. The steel constructed compact design allows for maximum maneuverability in restrictive areas. The unit can lift, transport, and weigh 30, 55, and 85 gallon steel, fiber, and plastic drums. Scale head features automatic turn-off and +/-0.5 lbs. accuracy. Scale is powered with AA batteries. AC adapter included.

- Scale allows you to weigh your load on the spot for maximum efficiency
- Ergonomic drum truck with scale accepts a variety of drum sizes and types
- Scale head has an automatic turn off to save energy and power
- AC adapter incorporated for optimal use

<b>Dimensions:</b> 35"W x 38.625"L x 64"H	<b>Sell UOM:</b> EA-Each	<b>Color:</b> Yellow
<b>Material:</b> Steel	<b>UPC:</b> 691215116725	<b>GTIN:</b> 00691215116725
<b>Warranty:</b> --	<b>Shipping Weight:</b> 420	<b>Quickship Item?</b> --
<b>Can It Ship UPS?</b> --	<b>Option?</b> N	<b>Origin:</b> China
<b>Assembly:</b> Assembled	<b>Packaging:</b> BASE_UNIT_OR_EACH	<b>Drawing Required?</b> N
<b>Uniform Capacity (lb.):</b> 900	<b>Lift Height (in.):</b> 23-5/8	<b>Battery (Quantity/Type):</b> (6) AA

**Our Customer Service Associates Are Here To Assist You!**  
**Call Vestil At 260-665-7586 or [info@vestil.com](mailto:info@vestil.com)**



**File Attachments for Item:**

12. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A GRANT FROM THE STATE OF OKLAHOMA BY AND THROUGH THE OFFICE OF THE ATTORNEY GENERAL AND THE OKLAHOMA OPIOID ABATEMENT BOARD (OAB) FOR THE POLITICAL SUBDIVISIONS OPIOID ABATEMENT GRANT IN THE AMOUNT OF \$190,000 TO BE USED FOR AN APPROVED OPIOID ABATEMENT PROJECT IN THE CITY OF NORMAN; AND APPROVAL OF CONTRACT K-2425-21 BY AND BETWEEN THE STATE OF OKLAHOMA AND THE CITY OF NORMAN FOR THE OPIOID ABATEMENT GRANT AWARD; APPROVED PROJECT AND BUDGET APPROPRIATION.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 7/23/2024

**REQUESTER:** AshLynn Wilkerson, Assistant City Attorney

**PRESENTER:** Rick Knighton, Interim City Attorney

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A GRANT FROM THE STATE OF OKLAHOMA BY AND THROUGH THE OFFICE OF THE ATTORNEY GENERAL AND THE OKLAHOMA OPIOID ABATEMENT BOARD (OAB) FOR THE POLITICAL SUBDIVISIONS OPIOID ABATEMENT GRANT IN THE AMOUNT OF \$190,000 TO BE USED FOR AN APPROVED OPIOID ABATEMENT PROJECT IN THE CITY OF NORMAN; AND APPROVAL OF CONTRACT K-2425-21 BY AND BETWEEN THE STATE OF OKLAHOMA AND THE CITY OF NORMAN FOR THE OPIOID ABATEMENT GRANT AWARD; APPROVED PROJECT AND BUDGET APPROPRIATION.

### BACKGROUND:

In 2020, the Oklahoma Legislature enacted House Bill 4138, the Political Subdivisions Opioid Abatement Grants Act, creating the Oklahoma Opioid Abatement Board oversight body for the distribution of opioid settlement funds. Section 2 of the Act provides the Legislature's purpose, which is "to promote and protect the health of Oklahomans by using monetary grants to abate the opioid crisis in a comprehensive manner that includes cooperation and collaboration with political subdivisions." 74 O.S. § 30.4. Although the City of Norman did not participate as a litigating party in any of the opioid lawsuits, it is eligible for opioid abatement grants.

On October 10, 2023, the City Council approved Resolution R-2324-71 authorizing the City Manager to submit a letter of intent to submit an application for Opioid Abatement Grant funds.

In early 2024, Staff drafted Request for Proposal RFP-2324-49 seeking proposals for a partnership to assist the City with executing a project pursuant to the approved purposes set forth in the Act (see 74 O.S. §30.5). The Virtue Center was the highest ranking submission and their proposal informed the project submitted to the State in the grant application.

On March 4, 2024, the City Council approved Resolution R-2324-132 authorizing Staff to submit an application for \$190,000 of grant funding for the purpose of funding a partnership with The Virtue Center to implement the qualifying programs and services described in their proposal.



**DISCUSSION:**

On June 4, 2024, the State provided a Conditional Award of the \$190,000 grant funding for the partnership project with The Virtue Center. To be fully awarded the grant funding, Staff must complete an implementation plan for the project, make revisions to the budget as requested in the conditional award, and register on the State's supplier portal. The City Council must also officially accept the grant award and approve both the agreement between the State and the City and the agreement between the City and The Virtue Center. Staff have already completed the required steps to satisfy the conditional award.

The agreement with the State outlines the responsibilities of both the State and the City. The State is to provide the \$190,000 in grant funding in quarterly installments over the first year of the grant. The City is to carry out the project that was approved by the State on June 4, 2024, and provide quarterly reports of the status and results of the project. The City is to begin performance on the project within sixty days of receipt of the funding from the State. The City must keep the grant funding in a segregated account, which will be the State Grant Reimbursement account (221-331380). The agreement allows for the City to utilize a subcontractor in support of its duties and obligations with State approval—such subcontractor will be The Virtue Center. The term of the agreement will be from the date of execution and will automatically expire on June 30, 2026. Any funds not expended by this date must be returned to the State unless it agrees to an extension for a period not to exceed one year. An appropriation is needed to pay The Virtue Center.

**RECOMMENDATION:**

1. Staff recommends accepting the Political Subdivisions Opioid Abatement Grant conditional award from the State of Oklahoma in the amount of \$190,000 to fund the approved partnership project with The Virtue Center to carry out the approved purposes in the Act.
2. Staff recommends approval of Contract K-2425-21.
3. Staff recommends an appropriation of \$190,000 from Special Grants Fund Balance (Account 22-29000) to State Grants – Professional Services – Other (Account 22122371-44099).





## **FY 2024 OPIOID ABATEMENT GRANT AWARD AGREEMENT**

This agreement including any incorporated documents and appendices (“Agreement”), is made between the State of Oklahoma, by and through the Office of Attorney General (“OAG”) and the Oklahoma Opioid Abatement Board (collectively the “State” or “OAB”), and the City of Norman (“Recipient”). The State agrees to provide a grant of funds (the “Grant”) to Recipient for the purpose of promoting and protecting the health of Oklahomans through abating the effects of the Opioid Epidemic in a comprehensive manner in accordance with the terms and conditions provided in this contract and pursuant to the provisions of the Political Subdivisions Opioid Abatement Grants Act (“Act”). Recipient agrees to carry out the opioid abatement project or projects (the “Project(s)”) approved by the State on June 4, 2024, in good faith and to abide by all terms and conditions of this Agreement.

### **1. AMOUNT AND PURPOSE OF FUNDS**

The State is providing \$190,000.00 to Recipient in the form of the Grant for its use to fund the Project(s) to abate the effects of the Opioid Epidemic within the political subdivision.

### **2. AVAILABILITY AND USE OF FUNDS**

- a. Funds are distributed to Recipient, who shall be responsible for the payment of all expenses incurred by Recipient and any subcontractor/partner in performing under this Agreement. Funding is made to available to Recipient only as authorized by the Act and the terms of this Agreement. Unless otherwise provided in this Agreement, funds shall not be expended for expenses incurred prior to, or after, the term of this Agreement. Recipient shall only use funds awarded for Project approved purposes, which are those specified in the Recipient’s application for Grant funds (the “Application”). The Application is fully incorporated into this Agreement. Additionally, in consideration of the Grant and prior to any award of funds, Recipient shall execute a release of legal claims in the form as that in Appendix “A” to this Agreement. Further, funds shall not be utilized or expended by Recipient until Recipient has memorialized and adopted the utilization or expenditure in a resolution or its equivalent government action. Recipient shall maintain Grant funds in a segregated account and shall not commingle the funds with any other of Recipient’s funds.



- b. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant.
- c. Recipient must have and maintain institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project(s). By signing this Grant contract, Recipient affirms that it is capable to plan, manage, and complete the Project(s).
- d. Funds made available through the Oklahoma Opioid Abatement Revolving Fund shall be used to supplement, and not supplant, other federal, state, and local funds. The supplement, not supplant, requirement ensures that Grant funds are expended to benefit the intended population defined in the Application, rather than being used to cover expenses that the Recipient would have paid out of other funds if Grant funds were not available.
- e. Recipient must not use staff, equipment, or other goods or services paid for with Grant funds for any work or activities not described in the Application without prior written approval from the State.
- f. Unless otherwise specified in the Application, Recipient is not required to provide matching funds.

### 3. TERM OF AGREEMENT

- a. This Agreement is effective upon the date last signed by the parties (the “Effective Date”) and shall automatically expire June 30, 2026, unless mutually extended and ratified by the Parties in writing (the “Term”). Prior to expiration of the Term, the Parties may ratify the Agreement for a period not to exceed one year.
- b. If the funds are not fully spent by the expiration or earlier termination of this Agreement, Recipient shall return all unencumbered funds to State, unless the State, in writing, grants an extension.

### 4. PERIOD OF PERFORMANCE

Recipients may only charge to the award allowable costs incurred during the period of performance, which is defined to commence on the Effective Date and conclude at 12:00 a.m. on June 30, 2026, or the date listed on the Notice of Award. Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as the Recipient remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.



## 5. ORDER OF PRIORITY

- a. Agreement documents shall be read to be consistent and complementary. Any conflict among the Agreement documents shall be resolved by giving priority to Agreement documents in the following order of precedence:
  - i. any Addendum.
  - ii. the terms contained in this Agreement Document.
  - iii. the Notice of Award
  - iv. any applicable Request for Proposal.
  - v. any successful grant application as may be amended through negotiation and to the extent the application does not otherwise conflict with the Solicitation or applicable law.
  - vi. any statement of work, work order, or other similar ordering document as applicable; and
  - vii. other mutually agreed Agreement documents.
- b. If there is a conflict between the terms contained in this Agreement document or in Agreement-specific terms and an agreement provided by or on behalf of Recipient including but not limited to linked or supplemental documents which alter or diminish the rights of the OAB, the conflicting terms provided by Recipient shall not take priority over this Agreement. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.
- c. Any Agreement document shall be legibly written in ink or typed. All Agreement transactions, and any Agreement document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

## 6. STATE PERFORMANCE

In accordance with the terms of this Agreement, the State will provide funding for the Project up to the total amount detailed in Appendix “B” (Project budget). Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as the Recipient remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.

## 7. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this Agreement and to be bound by the provisions of this Agreement, and all amendments thereto, which were submitted to the State.
- b. In no event shall any subcontractor of the Recipient incur any obligation on the part of State or beyond the terms of this Agreement.



- c. Recipient shall commence implementation of the project described this Agreement within sixty (60) days from the date of receipt of funds unless otherwise agreed to in writing by State.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Opioid Grant Award or assessing compliance with the Grant requirements.
- e. Prior to being restored to good standing with the Board (i.e., removed from suspension), Recipient shall repay the Board for any expenditures for nonapproved purposes. Repayment shall be made within thirty (30) calendar days of the OAG sending written demand to Recipient.
- f. Recipient agrees to take appropriate measures to prevent any instance of abuse, neglect, and violation of OAB and/or individual rights, including termination or other appropriate discipline against any employee or agent of Recipient found to have abused or neglected, mentally or physically, or otherwise violates the rights of any individual or permitted such violation.
- g. For services rendered with funds provided under this Agreement, Recipient shall not set income eligibility standards and shall not assess fees for assistance or services. Further, services shall be provided without regard to a person's ability to pay. No person otherwise eligible for services provided with funds provided under this Agreement shall be denied treatment or services for inability to pay, and said person must be notified, in a reasonable manner, of this provision. Recipient shall not charge a fee for emergency services provided to individuals eligible for services authorized with funds provided under this Agreement, or their dependent household members, nor will SNAP benefits be solicited from individuals in exchange for services. To the extent any housing or facility programming or services are authorized under this Agreement, such program and services shall provide room, food, bathing and laundry facilities. Furthermore, such programs shall provide and maintain basic food items available for daily breakfast, lunch, dinner, and snacks.
- h. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.

#### 8. ASSIGNMENT AND PERMITTED SUBCONTRACTOR

- a. Recipient's obligations under the Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the State. Any delegation or assignment of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding or contract by which the implementing organization agrees to comply with all applicable Grant terms, conditions, and assurances. Any such delegation



notwithstanding, the Recipient acknowledges that it has ultimate responsibility for compliance with all terms, conditions, and assurance of the Grant.

- b. If the Recipient is permitted to utilize a subcontractor in support of the Agreement, the Recipient shall remain solely responsible for its obligations under the terms of the Agreement, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to any subcontractors being utilized by the Recipient, the Recipient shall obtain written approval of the State of such subcontractors and each employee proposed for use by the Recipient. Such approval is within the sole discretion of the State. Any proposed subcontractors shall be identified by entity name, and by employee name, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Recipient shall provide a copy of a written agreement executed by the Recipient and subcontractors setting forth that such subcontractors are bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Recipient under the terms of all applicable Agreement Documents. Recipient agrees that maintaining such agreement with any subcontractors and obtaining prior written approval by the State of any subcontractors and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractors or an employee thereof in instances of poor performance, misconduct or for other similar reasons. Further, if an assignment or transfer is approved, the Recipient shall be liable for any act or omission of the subcontractor, including any act or omission that constitutes a breach of this Agreement.

#### 9. NO-CONFLICT COVENANT

Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this Agreement. Recipient further covenants that no employee of State received anything of value in connection to this Agreement. Recipient further understands and agrees that it must maintain a conflict-of-interest policy consistent with Oklahoma laws and regulations and that such policy is applicable to each activity funded under the Grant. Recipients must disclose in writing to the OAB any potential conflict of interest affecting the grant or award of funds. Further, if the Recipient has an obligation under the Agreement, any plan, preparation, or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Agreement. In determining whether a conflict of interest exists, the State will rely on Okla. Ethics R. 4.7.

#### 10. PUBLICATIONS AND OTHER MATERIALS

- a. Any material produced in whole or in part because of this Agreement may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish,



disclose, distribute and otherwise use any reports, data or other materials prepared under this Agreement.

- b. Any publication produced with funds from the Grant must display the following language: “This project [is being] [was] supported, in whole or in part, by funding made available by the Oklahoma Opioid Abatement Board.”

## 11. PROCUREMENT

Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with grant funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

## 12. RECORDS, REPORTS, AND DOCUMENTATION

- a. Section 7 of the Act also requires that Board to maintain oversight over the expenditure of award proceeds. Therefore, all recipients of opioid grant proceeds are required to file quarterly reports with the Board by filing them with the Office of the Attorney General. Quarterly reports are due by the last day of the month immediately following the conclusion of a quarter, as provided in the table below. Quarters run by calendar year. Further, Recipient agrees to comply with any reporting obligations established by the State as related to the Grant. Additional reporting obligations include, but are not limited to, representatives of the Recipient making regular and special reports regarding the activities of the Recipient, as related to the Grant, as the State may deem needful and proper for the exercise of its duties and functions.

Quarter	Report due
<b>First Quarter (January 1 – March 31)</b>	April 30
<b>Second Quarter (April 1 – June 30)</b>	July 31
<b>Third Quarter (July 1 – September 30)</b>	October 31
<b>Fourth Quarter (October 1 – December 31)</b>	January 31

- b. The first report shall be due October 31, 2024. The report shall be consistent with the Board’s rules. The reporting period shall commence on the date of the receipt of funds. The reports shall include, but not be limited to, the following information:
  - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
  - ii. An explanation of what was funded under subsection “i,” above;
  - iii. The remaining balance of the funds provided under this Agreement;
  - iv. An explanation of measurement and evaluation tools used to track progress and results;



- v. An explanation of any observed change in opioid rates or trends because of this project;
- vi. Programmatic performance measures; and
- vii. A brief narrative of the results, successes, and other observations from this reporting period.

The method for reporting to the OAB is subject to change during a grant cycle and may include the usage of an online software platform.

- c. As used in this Agreement and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- d. The Recipient shall maintain all books, records, accounts and other documents, including property, personnel, and financial records relative to this grant for seven (7) years after final payment. Recipient shall make these records available to State upon request. All records must properly account for all project funds and activities associated with the grant.
- e. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this Agreement for a period of seven (7) years from the ending date of this Agreement.
- f. Receipt acknowledges and agrees that it will comply with State, the State Auditor and Inspector, and their representatives relating to an audit of an Opioid Grant Award. Upon notice, which may be short, the State, the State Auditor’s Office or their representatives, shall be entitled to access any books, records, and other documents and items pertaining to the project funds for purpose of audit and examination, at Recipient’s premises during normal business hours and Recipient agrees that it will cooperate with any such review, access or monitoring. In the event any audit, litigation, or other action involving records is started before the end of the seven (7) year period, the Recipient agrees to retain these records for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.
- g. Recipient shall provide any status updates during the term of this Agreement to State upon request.
- h. The recipient hereby agrees to comply with all reporting and auditing requirements related to this grant, including funds and activities associated therewith, and including requirements that stem from the source of the funds, regardless of whether derived from litigation.



- i. The recipient agrees to forward a copy to the OAB of the recipient's audited financial statements for the fiscal year that covers the grant award. Such information shall be forward to the OAB within thirty (30) calendar days of recipient's receipt of the information.

### 13. BACKGROUND CHECKS AND CRIMINAL HISTORY INVESTIGATIONS

- a. Prior to the commencement of any services, Recipient shall obtain a national criminal history background checks and criminal history investigations of the Recipient's employees and subcontractors who will be providing services. In no instance shall a potential employee or subcontractor have access to facilities, data and information prior to completion of background verification acceptable to the Recipient.

### 14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- a. In addition to the laws, regulations and requirements set forth herein, Recipient agrees to comply with the requirements of Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant. Recipient also agrees to comply with all other applicable federal or state laws, regulations, executive orders, including but not limited to those relating to non-disclosure of confidential information, the provisions of this Agreement and any Addendum attached hereto, and Recipient shall provide for compliance by other parties in any agreements it enters with other parties relating to this award. In addition to any requirements imposed in this Agreement, including those in Section 10, to the extent Recipient has subcontracted, assigned or otherwise transferred any of its rights or obligations under this Agreement, Recipient shall require the party assuming the rights or obligations to comply with all applicable statutes, regulations, guidance, and ordinances.
- b. Non-Discrimination

By submitting their proposals, Recipient certifies to OAB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans with Disabilities Act and the Oklahoma Central Purchasing Act. Recipient shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Agreement with public bodies to account for the use of the funds. If that Recipient is a faith-based organization and it segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.



- c. Recipient will comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- d. Recipient will also comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- e. E-Verify

In compliance with 25 O.S. § 1313, registration and use of federal employment eligibility verification program is required as set forth below:

- i. For purposes of this section, “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) and includes the free Employee Verification Program available at [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).
- ii. Any employer with more than an average of 50 employees for the previous 12 months entering into an agreement in excess of \$50,000 with any agency of the State to perform work or provide services pursuant to such Agreement shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public Agreement.
- iii. Any such employer who fails to comply with the provisions of subsection ii shall be debarred from agreeing with any agency of the State for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program.
- f. Non-Collusion

By submitting their proposals, recipients certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other recipient, Recipient, manufacturer or sub-agreement or in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this proposal any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.



g. Immigration Reform and Control Act of 1986

By submitting their proposals, recipients certify that they do not and will not during their performance of this award employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

h. Debarment Status

By submitting their proposals, recipients certify that they will not subcontract with organizations currently debarred by the State of Oklahoma or the U.S. Government from submitting proposals on Agreements for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred.

i. Recipient shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.

j. Recipient agrees to abide by all laws related to the use of any tobacco product, electronic cigarette or vaping device on all properties owned, leased, or agreed for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or agreed for use by agencies or instrumentalities of the State.

k. Additional certifications by Recipient

i. Certification Required by 74 O.S. § 582. By executing this Contract, the Recipient certifies that it does not boycott goods or services from Israel and will not boycott Israel during the term of this Contract.

ii. Certification Required by 74 O.S. § 12005. By executing this Contract, Recipient certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.

iii. Certification Required by 74 O.S. § 85.42(B). The parties to this Contract certify that no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Contract.

l. Litigation and claims.



Recipient represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Recipient has been disclosed in writing to the State and Recipient is not aware of any other litigation, claim, or threat thereof.

#### 15. REMEDIAL ACTIONS

In the event of recipient's noncompliance with this Agreement, the Grant, use of funds, applicable laws and regulations, or any term or condition, Recipient consents and agrees OAB may impose additional conditions on the receipt of future award of funds, if any, or take other available remedies, including that previous payment(s) may be recouped.

#### 16. FALSE STATEMENTS

Recipient understands that knowingly making a false statement or claims in connection with this Grant and as a part of any State investigation is a violation of law and may result in criminal or other sanctions, including fines, imprisonment, damages, and penalties.

#### 17. INDEMNIFICATION

##### a. Acts or Omissions.

The Parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The State shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's sub-agreement or vendors.

Recipient shall defend and indemnify the State, its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof (the "Indemnified Parties"), as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Recipient or its agents, employees, or subcontractors in the execution or performance of the Contract.

##### b. Limitations of Liability

With respect to any claim or cause of action arising under or related to the Contract, the State shall not be liable to Recipient for lost profits, lost revenue, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.



Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Recipient or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Recipient or its employees, agents, or subcontractors.

#### 18. DISCLAIMER

The State expressly disclaims all responsibility or liability to Recipient or third persons for the actions or omissions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the Grant or any other losses resulting in any way from the performance of the Grant or any contract, or subcontract under the Grant.

#### 19. MODIFICATION OR AMENDMENT

- a. This Agreement is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by the State or jointly by the Parties. Any change to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Recipient, is a material breach of the Agreement. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Agreement modification, shall be void and without effect and the Recipient shall not be entitled to any claim under the Agreement based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.
- b. Revisions to the Agreement must be approved in writing in advance by the State.
- c. A waiver by the State to any provision in this Agreement must be signed and in writing by the State.

#### 20. CLOSING OUT OF AGREEMENT

- a. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall promptly return to State any funds received under this Agreement that are not expended for the agreed purposes under this Agreement. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall submit any closeout documents showing proof of completion of the terms of this Agreement to State.
- b. Recipient agrees to provide any additional information required by State after the expiration or termination of this Agreement, as applicable, for the purpose of showing completion and results of the project.



## 21. RELATIONSHIP OF THE PARTIES

In the performance of all services rendered under this Agreement, the Recipient shall act solely as an independent contractor and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the Parties.

## 22. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this Agreement.
- b. This Agreement shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this Agreement shall be Oklahoma County, Oklahoma.

## 23. TERMINATION OR SUSPENSION

- a. This Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties. Provided, however, any termination of the Agreement does not dissolve any waiver of liability signed by Recipient to receive the Grant funds.
- b. The State may terminate the Agreement, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Recipient will be provided at least thirty (30) days written notice. Any partial termination of the Agreement shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Agreement that remain in effect. Upon receipt of notice of such termination, Recipient shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice.
- c. This Agreement may be terminated or suspended by State in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
  - i. Recipient fails to commence implementation of the terms of this Agreement within 60 days or as otherwise agreed in writing.
  - ii. Recipient fails to comply with the terms of this Agreement or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this Agreement.



- iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
  - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this Agreement.
- d. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension. Provided, termination of the Agreement shall not relieve the Recipient of liability for claims arising under the Agreement.

#### 24. SEVERABILITY

If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement that can be given effect.

#### 25. POINT OF CONTACT

Correspondence and contact to the State shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Kristi Ice  
 Title: Deputy General Counsel  
 Phone Number: (405) 522-1214  
 Email: Kristi.ice@oag.ok.gov

Secondary Contact Name: Jill Nichols  
 Title: Opioid Response and Grants Coordinator  
 Phone Number: (405) 522-3314  
 Email: jill.nichols@oag.ok.gov

#### 26. COUNTERPARTS

The Parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature page delivered by facsimile machine or electronic mail (including any pdf format) shall be binding to the same extent as an original signature page.

#### 27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.



Agreed to the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

X \_\_\_\_\_  
[Recipient]

X \_\_\_\_\_  
First Assistant Attorney General, Oklahoma Office of Attorney General



## APPENDIX A – Notice of Award



## APPENDIX B –Budget

The Recipient is required to complete a budget outline for the funds awarded under the terms of this Agreement and attach as Appendix B.

Appendix B must include a copy of the Recipient's itemized budget for the project with of all items/labor/services to be purchased with funds and provide descriptions and overviews of the activities planned. These documents are attached to this Agreement and incorporated into the terms and requirements of this Agreement.

Funding is provided solely for the purposes in Appendix B and shall be spent solely on items in Appendix B.





## Oklahoma Office of the Attorney General

Opioid Abatement Board  
313 N. E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105

## Notice of Grant Award

Item 12.

### Recipient Information

#### Subdivision Name and Address

Norman, City of

#### Subdivision Type

Municipality

#### Primary Contact

Kathryn.Walker@NormanOK.gov

#### Secondary Contact

#### Awarding Agency Contact

E. Jill Nichols  
Opioid Abatement and Grants Coordinator  
Office of the Attorney General  
jill.nichols@oag.ok.gov  
(405) 522-3314

### Conditional Award Information for Grantee

#### Grant Award Number

OAB-24-061

#### Statutory Authority

Political Subdivisions Opioid Abatement Grant Act, 74 O.S. §§ 30.3-30.8

#### Award Action Type

New - Conditional

#### Date Approved and Awarded by Opioid Abatement Board

06/04/2024

### Summary of Award – Financial Information

Total Amount of Funds Awarded \$190,000

Total Funds Leveraged

Budget Period Start Date 07/01/2024 Budget Period End Date 06/30/2026

Project Period Start Date 07/01/2024 Project Period End Date 06/30/2026

### Award Acceptance Terms and Conditions

By signing and accepting this Notice of Award, Grantee agrees to comply with the requirements listed below:

- Grantees shall not supplant existing funds or otherwise fund programs or services which are an existing governmental service requirement.
- Grantees shall partner with ODMHSAS contracted, ODMHSAS certified entities, or similar accrediting body in good standing for the delivery of approved behavioral health services.
- Personnel costs, time and effort as approved in the budget may only be used on approved opioid abatement activities.
- Grantees requesting use of funds for the purchase of naloxone medication should first contact the State Department of Health and the State Department of Mental Health and Substance Abuse Services to request if any no-cost supplies are available for their project before utilizing grant funds.
- Organizations providing services under this agreement must support the use of evidence-informed substance use prevention, treatment, and recovery services. This includes, but is not limited to, the use of medications for the treatment of opioid use disorder and the administration of naloxone for emergency treatment of opioid involved toxicity. (for example, sober living organizations partnered with political subdivision(s) on the grant must not exclude residents prescribed medication for substance use disorder.)
- Grantees should implement approved evidence-based programs and practices with fidelity as designed/tested by the developer. Grantees should not modify or adapt program/practice unless approved by the program developer.
- Grantees implementing approved communications campaigns or education/awareness events are advised to utilize positive messaging, healthy behaviors, skills, and actions while avoiding fear arousal, exaggerated norms, or information-only tactics. Messages should be research-informed and sourced from credible organizations such as those included in the [Healthy Minds guidance document](#).
- Mileage awards shall be based on the IRS standard mileage rates approved for 2024.
- Grant term shall not exceed two years. Funds not expended by the term end date as defined in Grant Award Agreement shall be returned to the State.

Signature of Authorized Representative

Date

306



**Oklahoma Office of the Attorney General**

Opioid Abatement Board  
313 N. E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105

**Notice of Grant Award  
Conditional Award Instructions****Conditional Award Instructions for Grantee**

- Provide details on how food and drink expenses are tied to abatement purposes.
- Office supplies should be categorized as administrative/indirect costs.
- Submit revised detailed budget with expense changes.
- Travel costs must comply with current IRS mileage rates.
- Refer to instructions communications campaigns. Utilize Healthy Minds guidance document.



# Opioid Abatement Grant Award Packet

Item 12.

## Instructions for Grantee Subdivision

This Award Packet contains a checklist (see below) and the required forms and documents that must be completed and submitted to the Office of the Attorney General to ensure participation in the Opioid Abatement Grant awarded to your Subdivision. Please return this checklist along with the required documents to: [OAB@oag.ok.gov](mailto:OAB@oag.ok.gov).

## Checklist

- ☒ Fully Executed Contract
  - Notice of Award
  - Implementation Plan
- ☒ Supplier Portal Instructions (yours to keep, check to acknowledge receipt) Supplier ID #: 0000076924-0022
- ☒ Fully executed copies of Partnership MOUs/Contracts/Agreements
- ☒ Quarterly Reporting Forms (for use in reporting, check to acknowledge receipt)
- ☒ List any/all subcontractors in the space provided, include contact information. Attach a separate sheet if necessary.

Entity Name: The Virtue Center

Employee Name: Teresa Collado, Executive Director (405-321-0022, ext. 234)

Nature of the services to be performed: See Attached Page.

Please pay particular attention to Paragraph 8b of the Grant Agreement. The subdivision's contract with any subcontractor must expressly reference the terms of the Grant Agreement. Subcontractors must adhere to all terms of the Grant agreement. The Grantee is responsible for maintaining appropriate documentation for auditing. The OAG can provide a form contract for this purpose.

I certify that I have reviewed this Award Packet and have attached all required documentation. I understand that incomplete forms and/or attachments will result in rejection of this notice and a delay in grant funding distribution.

Larry Heikkila, Mayor

Authorized Representative Printed Name & Title

Date

Authorized Representative Signature



The Virtue Center will carry out the services described in the approved abatement project and implementation plan concerning: (1) Initiating a free education and awareness program for approximately 500 community members and leaders at large annually; (2) Expanding outpatient treatment services by providing specialized treatment for adolescents and adults whose primary addition is opiates; and (3) Supplementing outpatient treatment services by training therapists in two evidence based treatment modalities for substance use disorders (Cognitive Behavioral Therapy and Dialectical Behavioral Therapy).



**File Attachments for Item:**

13. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-22: BY AND BETWEEN THE CITY OF NORMAN AND THE VIRTUE CENTER FOR A TOTAL OF \$190,000 TO IMPLEMENT THE APPROVED POLITICAL SUBDIVISIONS OPIOID ABATEMENT GRANT PROJECT WHICH CONSISTS OF A FREE EDUCATION AND AWARENESS PROGRAM, EXPANDING OUTPATIENT TREATMENT SERVICES FOR ADOLESCENTS AND ADULTS ADDICTED TO OPIATES, AND PROVIDING TRAINING FOR THERAPISTS IN EVIDENCE-BASED TREATMENT MODALITIES.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 7/23/2024

**REQUESTER:** AshLynn Wilkerson, Assistant City Attorney

**PRESENTER:** Rick Knighton, Interim City Attorney

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-22: BY AND BETWEEN THE CITY OF NORMAN AND THE VIRTUE CENTER FOR A TOTAL OF \$190,000 TO IMPLEMENT THE APPROVED POLITICAL SUBDIVISIONS OPIOID ABATEMENT GRANT PROJECT WHICH CONSISTS OF A FREE EDUCATION AND AWARENESS PROGRAM, EXPANDING OUTPATIENT TREATMENT SERVICES FOR ADOLESCENTS AND ADULTS ADDICTED TO OPIATES, AND PROVIDING TRAINING FOR THERAPISTS IN EVIDENCE-BASED TREATMENT MODALITIES.

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### BACKGROUND:

In 2020, the Oklahoma Legislature enacted House Bill 4138, the Political Subdivisions Opioid Abatement Grants Act, creating the Oklahoma Opioid Abatement Board oversight body for the distribution of opioid settlement funds. Section 2 of the Act provides the Legislature's purpose, which is "to promote and protect the health of Oklahomans by using monetary grants to abate the opioid crisis in a comprehensive manner that includes cooperation and collaboration with political subdivisions." 74 O.S. § 30.4. Although the City of Norman did not participate as a litigating party in any of the opioid lawsuits, it is eligible for opioid abatement grants.

On October 10, 2023, the City Council approved Resolution R-2324-71 authorizing the City Manager to submit a letter of intent to submit an application for Opioid Abatement Grant funds.

In early 2024, Staff drafted Request for Proposal RFP-2324-49 seeking proposals for a partnership to assist the City with executing a project pursuant to the approved purposes set forth in the Act. See, 74 O.S. §30.5. The Virtue Center was the highest ranking submission and their proposal informed the project submitted to the State in the grant application.

On March 4, 2024, the City Council approved Resolution R-2324-132 authorizing Staff to submit an application for \$190,000 of grant funding for the purpose of funding a partnership with The Virtue Center to implement the qualifying programs and services described in their proposal.

### DISCUSSION:



On June 4, 2024, the State provided a Conditional Award of the \$190,000 grant funding for the partnership project with The Virtue Center. To be fully awarded the grant funding, Staff must complete an implementation plan for the project, make revisions to the budget as requested in the conditional award, and register on the State's supplier portal. The City Council must also officially accept the grant award and approve both the agreement between the State and the City and the agreement between the City and The Virtue Center. Staff have already completed the required steps to satisfy the conditional award.

The agreement with The Virtue Center outlines the responsibilities of both the City and The Virtue Center. The City will provide the grant funding, only after receipt from the State, to The Virtue Center in monthly installments, the first payment following execution of the agreement, and the rest to be provided on the last day of each month. The Virtue Center is to execute the State approved project in conformance with their proposal, the implementation plan, and the State approved budget. The project generally goes to serve:

- Initiating a free education and awareness program for approximately 500 community members and leaders at large annually.
- Expanding outpatient treatment services by providing specialized treatment for adolescents and adults whose primary addition is opiates.
- Supplementing outpatient treatment services by training therapists in two evidence based treatment modalities for substance use disorders – Cognitive Behavioral Therapy and Dialectical Behavioral Therapy.

The Virtue Center is also to supply any and all information, documentation, and reports needed to satisfy the quarterly reporting requirement and any other reporting information required from the State concerning the project. The term of the agreement will begin upon execution of the agreement and last until either the date of project completion or June 30, 2026, whichever is first. This agreement also obligates The Virtue Center to the same obligations contained in the City's agreement with the State, as is required by that agreement.

**RECOMMENDATION:**

Staff recommends approval of Contract K-2425-22.



## **OPIOID ABATEMENT GRANT SUBCONTRACTOR AGREEMENT**

This Agreement is a contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Virtue Center, a not for profit corporation, hereinafter called "Subcontractor."

### **WITNESSETH:**

WHEREAS, the State of Oklahoma (the "State"), by and through the Office of the Attorney General and the Oklahoma Opioid Abatement Board (the "OAB"), has allocated to the City a grant award of \$190,000 pursuant to the provisions of the Political Subdivisions Opioid Abatement Grants Act (the "Act") for the purpose of promoting and protecting the health of Oklahomans through abating the effects of the Opioid Epidemic in a comprehensive manner within the political subdivision (the "Grant"); and

WHEREAS, the Act outlines the approved purposes for which the City may expend the grant funds and the State, on June 4, 2024, has approved the City's Opioid Abatement Project (the "Project") as confirming with such approved purposes; and

WHEREAS, the State has permitted the City to utilize a partner/subcontractor to assist in the execution of the Project; and

WHEREAS, the City, after soliciting a Request for Proposal (RFP-2324-49), selected the Subcontractor as its partner for the Project; and

WHEREAS, the City and Subcontractor desire to enter into this Agreement so that the City and Subcontractor may carry out the Project to further the purposes of the Grant.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

### **1. TERM:**

- A) This Agreement shall commence on the Effective Date and will remain in effect until either the date of Project completion or June 30, 2026, whichever is first, unless otherwise terminated pursuant to the terms of this Agreement.
- B) Upon expiration or termination of this Agreement, Subcontractor shall promptly return any funds received under this Agreement that are not expended on valid Project costs and provide closeout documents showing proof of completion of the terms of this Agreement to the City.
- C) Subcontractor agrees to provide any additional information to the City, as may be required by the State, after the expiration or termination of this Agreement for the purpose of showing completion and results of the Project.

**2. OPIOID ABATEMENT PROJECT:** The Project is the proposal that was submitted to and



approved by the State on June 4, 2024, attached and incorporated hereto as Exhibit A – Project Description and Implementation Plan.

### **3. GRANT FUNDS:**

- A) Subcontractor agrees and understands that the grant funds will be distributed from the State to the City on an annual basis and in quarterly installments, and such funds are made available only as authorized by the Act and the terms of the Agreement between the City and the State, attached and incorporated hereto as Exhibit C – FY 2024 Opioid Abatement Grant Award Agreement.
- B) Subcontractor agrees and understands that the City will only provide funding for budgeted Project costs incurred after the Effective Date and prior to either the date of completion of the Project or June 30, 2026, whichever is first.
- C) The City shall disburse the grant funds to Subcontractor only after it has received the respective \$47,500 quarterly installment from the State. The City shall disburse such quarterly installment to Subcontractor as follows:
  - i. The City will distribute the first \$15,833.33 monthly installment immediately following the Effective Date, thereafter, each \$15,833.33 monthly installment shall be provided on the last day of each respective month.
- D) Subcontractor understands that any funds not fully spent by the expiration or earlier termination of this Agreement shall be subject to return to the State, unless granted an extension by the State.
- E) Subcontractor understands and agrees that funds may only be used as defined in the Project and thereby only in compliance with Oklahoma Statutes and OAB issued regulations and guidance regarding the Grant. Subcontractor agrees to repay the City for any expenditures for non-approved purposes, as may be determined by the OAB and requested by the State. In the event of any non-compliance, Subcontractor consents and agrees OAB may impose additional conditions on the receipt of future award of funds, if any, or take other available remedies, including that previous payment(s) may be recouped.
- F) Subcontractor shall not use staff, equipment, or other goods and services paid for with grant funds for any work or activities not described in the Project.

### **4. SUBCONTRACTOR PERFORMANCE:**

- A) Subcontractor agrees to perform the duties and obligations, and carry out the objectives of the Project as described in Exhibit A – Project Description and Implementation Plan. Subcontractor agrees that it will provide to City, upon request, any documentation, information or status updates concerning the progress, status or results of the Project or for assessing compliance with Grant requirements.
- B) Subcontractor agrees that, in addition to the terms of this Agreement, it will conform its performance to any additional obligations contained in Exhibit C – FY 2024 Opioid



Abatement Grant Award Agreement, as applicable.

- C) Subcontractor agrees that its performance of the Project shall adhere to the approved Project budget, attached and incorporated hereto as Exhibit B – Project Budget.
- D) Subcontractor shall commence performance of the Project within thirty (30) days from the date of receipt of the first monthly installment of grant funds.
- E) Subcontractor shall not set income eligibility standards and shall not assess fees for assistance or services. Further, services shall be provided without regard to a person's ability to pay. No person otherwise eligible for services provided with funds provided under this Agreement shall be denied treatment or services for inability to pay, and said person must be notified, in a reasonable manner, of this provision. Subcontractor shall not charge a fee for emergency services provided to individuals eligible for services authorized with funds provided under this Agreement, or their dependent household members, nor will SNAP benefits be solicited from individuals in exchange for services.
- F) Subcontractor has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.
- G) Subcontractor agrees to take appropriate measures to prevent any instance of abuse, neglect, and violation of OAB and/or individual rights, including termination or other appropriate discipline against any employee or agent of Subcontractor found to have abused or neglected, mentally or physically, or otherwise violates the rights of any individual or permitted such violation.

## 5. RECORDS AND REPORTING:

- A) Subcontractor agrees to provide quarterly reports to the City to comply with the Act's OAB oversight requirements. Quarters run by calendar year and quarterly reports are due to the City pursuant to the table below. Further, Subcontractor agrees to comply with any reporting obligations established by the State as related to the Grant. Additional reporting obligations include, but are not limited to, representatives of the Subcontractor making regular and special reports regarding the activities of the Subcontractor, as related to the Grant, as the State may deem needful and proper for the exercise of its duties and functions.

Quarter	Report Due
First Quarter: January 1 – March 30	April 29
Second Quarter: April 1 – June 30	July 30
Third Quarter: July 1 – September 30	October 30



Fourth Quarter: October 1 – December 31	January 30
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- B) The first report shall be due October 30, 2024. The reporting period shall commence on the date of receipt of the first monthly installment of funds. The report shall be consistent with OAB rules and shall include, but not be limited to:
- A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
  - An explanation of what was funded under subsection “a” above;
  - The remaining balance of the funds provided under this Agreement;
  - An explanation of measurement and evaluation tools used to track progress and results;
  - An explanation of any observed change in opioid rates or trends because of this project;
  - Programmatic performance measures; and
  - A brief narrative of the results, successes, and other observations from this reporting period.
- C) Subcontractor shall maintain all books, records, accounts and other documents, including property, personnel, and financial records relative to this Grant for seven (7) years after final payment. All records must properly account for all Project funds and activities associated with the Grant. Subcontractor shall also keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this Agreement for a period of seven (7) years from the ending date of this Agreement. Subcontractor shall make these records available to the City upon request.
- D) Subcontractor acknowledges and agrees that it will comply with the State, the State Auditor and Inspector, and their representatives relating to an audit of an Opioid Grant Award. Upon notice, which may be short, the State, the State Auditor’s Office or their representatives, shall be entitled to access any books, records, and other documents and items pertaining to the Project funds for purpose of audit and examination, at Subcontractor’s premises during normal business hours and Subcontractor agrees that it will cooperate with any such review, access or monitoring. In the event any audit, litigation, or other action involving records is started before the end of the seven (7) year period, the Subcontractor agrees to retain these records for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.
- E) Subcontractor hereby agrees to comply with all reporting and auditing requirements related to this Grant, including funds and activities associated therewith, and including requirements that stem from the source of the funds, regardless of whether derived from



litigation.

F) Subcontractor agrees to provide a copy of the Subcontractor's audited financial statements for the fiscal year that covers the grant award to the City so it may provide such copy to the OAB.

G) This Section 5 shall survive the expiration or termination of this Agreement.

**6. INDEMNIFICATION:** The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. Subcontractor agrees to defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage or destruction of property, which are alleged or proven to be caused in whole or in part by act or omission of the Subcontractor, its officers, directors, employees, and/or agents relating to the Subcontractor's performance or failure to perform under this Agreement. Further, the City shall not be liable or responsible to Subcontractor for any loss or damage to any property or person occasioned by a third party. This Section 6 shall survive the expiration or termination of this Agreement.

**7. TERMINATION:**

A) *For Cause:* This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with its material duties or obligations under this Agreement. The defaulting party shall have sixty (60) days after written notice is given, specifying the event of default under the Agreement, to cure the default. If the default is not cured to the complete satisfaction of the non-defaulting party, such party may terminate the Agreement.

B) *For Convenience:* The City may terminate this Agreement for any reason upon thirty (30) days written notice to Subcontractor.

C) In the event of termination, and in conformance with Section 1(B), Subcontractor shall be entitled to funds for otherwise valid and allowable obligations incurred in good faith prior to notice of termination. Termination of the Agreement shall not relieve the Subcontractor of liability for claims arising under the Agreement.

**8. NOTICE:** Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

City of Norman  
Attn: Darrel Pyle, City Manager  
P.O. Box 370  
Norman, OK 73070

*With a copy to:*



City of Norman  
Attn: Rick Knighton, Interim City Attorney  
P.O. Box 370  
Norman, OK 73070

Subcontractor:

The Virtue Center  
Attn: Teresa Collado  
P.O. Box 730  
Norman, OK 73070

## 9. MISCELLANEOUS:

- A) *Counterparts*: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
- B) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- C) *Governing Law; Venue*: This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
- D) *Binding Effect*: All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- E) *Authority*: Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement, except as expressly set forth herein
- F) *Relationship of Parties*: This Agreement does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of the other party. Neither party shall be deemed to be an agent or representative of the other.
- G) *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing,



signed by each of the parties hereto.

- H) *Assignment*: Subcontractor shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the City.
- I) *Conflict of Interest*: The Subcontractor certifies that no officials or employees of the parties have any personal interest, direct or indirect, in the Project or Grant which would give rise to a conflict of interest, and that none shall acquire any such interest during the Term.
- J) *Non-waiver*: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.
- K) *Nondiscrimination*: Subcontractor agrees further that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Fair Housing Act and the Oklahoma Central Purchasing Act; and that it will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.
- L) *Non-Collusion*: Subcontractor certifies that it has not offered or received any kickbacks or inducements from the City, the State, or any other grant recipient under the Act in connection with or to submit for the Project or Grant, and that it has not conferred on any public employee having official responsibility for the Project or Grant any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- M) *Compliance with Laws, Guidelines; False Statements*:
- i. Subcontractor shall comply with all federal, state, and local, laws, rules, and regulations, including but not limited to the requirements set forth in Section 14 of Exhibit C – FY 2024 Opioid Abatement Grant Award Agreement.
  - ii. Subcontractor understands that knowingly making a false statement or claims in connection with the Grant and as a part of any investigation by the State is a violation of law and may result in criminal and other sanctions.
- N) *Background Checks*: Prior to the commencement of any services, Subcontractor shall obtain national criminal history background checks and criminal history investigations of its employees who will be providing services. In no instance shall a potential employee have access to facilities, data and information prior to completion of



background verification acceptable to the parties.

- O) *Publications*: Because any material produced in whole or in part because of this Agreement may be subject to the Open Records Act of Oklahoma, any publication produced with funds from the Grant must display the following language: "This project [is being] [was] supported, in whole or in part, by funding made available by the Oklahoma Opioid Abatement Board."; and the Oklahoma Attorney General shall have the authority to publish, disclose, distribute or otherwise use any materials prepared under this Agreement.

In Witness Whereof, the parties hereunto set their hands and seal the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

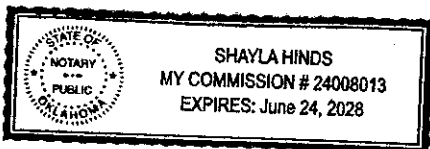
# **SUBCONTRACTOR**

BY: *Teresa Collado*  
 Title: Executive Director

## **ACKNOWLEDGEMENT**

STATE OF Oklahoma,  
 COUNTY OF Cleveland ss:

Before me, a Notary Public in and for the State of OK, on this 11 day of July, 2024, personally appeared Teresa Collado, to me known to be the identical person who subscribed their names to the foregoing instrument as their free act and voluntary deed for the uses and purposes therein set forth.



*Shayla Hinds*  
 NOTARY PUBLIC

My Commission No. 24008013 Expires: 06/24/2028 [SEAL]

## **CITY OF NORMAN**

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by the Norman City Council.

\_\_\_\_\_  
 Larry Heikkila, Mayor



ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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





## EXHIBIT A

a place of help and hope for people facing addiction and mental health challenges

### PROJECT DESCRIPTION

The Virtue Center proposes to discourage and prevent opioid use and dependency as well as lower opioid deaths in Norman and prevent them from occurring through a multi-strategic approach: Education, Harm Reduction, Evidence-Based Treatment and Recovery Support.

As a non-profit outpatient treatment center that provides help and hope for people facing addiction and mental health challenges, we are proposing to assist in this effort by:

- Initiating a free education and awareness program for approximately 500 community members and leaders at large annually.
- Expanding outpatient treatment services by providing specialized treatment for adolescents and adults whose primary addiction is opiates. We expect to serve approximately 100 people who complete their treatment plan.
- Supplementing outpatient treatment services by training therapists in evidenced-based treatment modalities to provide additional options for treatment for substance use disorders and mental health disorders. Five therapists will be trained in Cognitive Behavioral Therapy (CBT) and Dialectical Behavioral Therapy (DBT). The Virtue Center provides services to more than 1,000 people annually.

### EDUCATION

The free education program will be open to the community to provide vital information about opioid use and dependency; how it impacts the individual as well as the community; the role of fentanyl in the problem; and prevention and intervention solutions. We will provide the program at least once per month to reach approximately 500 community members and leaders annually. Incentives such as food and gift cards will be utilized to engage participation. The program will be provided on-site at our agency and through other sites around Norman to encourage participation and reduce barriers. The Virtue Center will participate in health fairs, festivals, and other community events to distribute information, Naloxone and Fentanyl testing strips. A social media campaign will be developed and implemented.

It is also important that we educate all our clients regarding Fentanyl. While Fentanyl may not be the person's primary drug of choice, they are at risk to exposure as this substance is being mixed in with other drugs by drug dealers and suppliers. Recently, we had a heartbroken client whose father passed away from an overdose of Fentanyl. He had not purposely used Fentanyl, but it was mixed in with his primary drug of choice. The Virtue Center will provide a specific education regarding opiates to all its clients.

### EVIDENCE-BASED TREATMENT/RECOVERY SUPPORT AND HARM REDUCTION





The expansion of outpatient treatment services for specialized treatment for opiates will entail the development of a treatment plan specific to opiate addiction to include individual therapy, group therapy, family therapy, education, peer recovery support and case management. It is crucial to include Medicaid Assisted Treatment (MAT) as part of a comprehensive treatment plan. We partnered with the OSU National Center for Wellness and Recovery to provide virtual services until last fall and currently have a business agreement to bring the program back on site. In addition, we have a partnership with OU Health Sciences for their internship program for Nurse Practitioners who are attaining their behavioral health certification. The funding will let us treat opiate use more comprehensively. On-going clinical training is critical to be able to provide the best possible services. Opioid use disorders encompass numerous social, biological, and psychological factors. Due to this complexity— and the natural complexity of all human beings— fully understanding and accounting for all these factors in an overdose prevention effort is a significant challenge. Use of evidenced-based modalities such as CBT and DBT allows treatment providers to meet people where they are, which emphasizes compassion and a non-judgmental approach towards those in crisis. We also acknowledge that people are in different stages of their addiction and behaviors change. Although one may not be ready or unable to be in total abstinence, it may be feasible and beneficial to learn and practice harm reduction which results in reducing the spread of infectious disease, lowering overdose risk, and improving overall physical or mental health. Focusing on behavioral change with CBT and DBT modalities to practice these measures are desirable and necessary. Current outpatient treatment services will be supplemented by providing training and certification in evidence-based treatment modalities for our therapists.

1. Requested Amount of Funding:

The Virtue Center is requesting \$190,000.

2. Description of Anticipated Effect of Program in Norman, including how it might enhance already ongoing efforts to address opioid use.

Awareness and education are key factors in addressing opioid use. By creating a community wide effort to understand opiate addiction; the consequences including death; treatment options and other solutions, the partnered efforts are strengthened to reduce deaths. Knowledge is power and is a prevention strategy.





The awareness and distribution of Naloxone and Fentanyl testing strips and harm reduction effort are critical. The administration of Naloxone when someone has overdosed gives them the chance to survive and get medical assistance so that they can live to get the treatment help needed for their disease. Unfortunately, we believe Naloxone should be in everyone's first aid kit.

Expanding evidence-based treatment service to provide specialized treatment for opiate disorders is a crucial aspect of resolving this devastating issue. By treating the disease with quality services and cutting-edge treatment modalities, lives are saved. Beyond that, lives are transformed, and people become who they truly are and who they are meant to be which are productive, healthy citizens in our community. While opiate disorder can be in remission, addiction is a chronic disease so continued support in the community and through aftercare treatment services, people will succeed in their recovery.

3. Approved Purpose – Please indicate which approved purpose the program or service will be fulfilling.

The Virtue Center programs and services will be fulfilling the following approved purposes:

- expand the availability of treatment for individuals affected by opioid use disorders, co-occurring substance use disorders and mental health issues,
- develop, promote and provide evidence-based opioid use prevention strategies,
- provide opioid use disorder and co-occurring substance use disorder avoidance and awareness education,
- support recovery from addiction services performed by qualified and appropriately licensed providers,
- treat opioid use, abuse and disorders including early intervention screening, counseling and support,
- support individuals in treatment and recovery from opioid use, abuse and disorder, provide programs or services to connect individuals with opioid use, abuse or disorder, or who are at risk of developing opioid use disorder, co-occurring substance use disorder and mental health issues, with treatment and counseling programs and services,
- address the needs of individuals who are involved, or who are at risk of becoming involved, in the criminal justice system due to opioid use, abuse or disorder through programs or services in municipal and county criminal judicial systems including pre-arrest and post-arrest diversion programs, pretrial services and drug or recovery courts,





address the needs of pregnant or parenting women with opioid use, abuse or disorder and their families,

- support efforts to prevent or reduce overdose deaths or other opioid-related harms including through increased availability and distribution of naloxone and other drugs that treat overdoses for use by first responders, persons who have experienced an overdose event, families, schools, community-based service providers, social workers and other members of the public,
- support education of youths regarding the dangers of opioid use, abuse and addiction,
- fund training relative to any approved purpose.

4. Use of Funds – Please identify what portion of the fund will be for indirect costs, including expenses of doing business that are not readily identified with a particular activity, but are necessary for the general operation and performance of the project.

The Virtue Center has budgeted 4.5% of the funds to be used towards indirect costs. The indirect costs will cover a small portion of the executive director, chief operations officer, and development director. The positions provide oversight of the grant and marketing, accounting/payroll, and supervision of key staff members. The indirect costs cover a portion of our customer relations manager who answers the phone, schedules appointments, and handles other customer-related tasks. In addition, the indirect costs cover a portion of building maintenance and repairs.

5. Budget – Please attach a budget with line-item details.  
Budget is attached below.

6. Timelines and Benchmarks – Please provide a timeline for completing the proposed project and any benchmarks or interim goals used to measure progress.

Month 1: Social Media Campaign is developed and implemented. Planning and marketing begin for monthly education series. Specialty programs are developed and marketed.

Month 2: Initial Education series is conducted, and sessions are set for the year. Specialty program is implemented. Data is collected from participants.





Month 3-Month 12: Services and monthly education continues. Data continues to be collected, and outcome measures are reviewed quarterly.

Month 13: The results of outcome measures are put in a final report for the year and shared with partners and the community.

7. List of key staff who will be responsible for the project and what role each staff person will play and their experience. Resumes of key staff should be attached.

Connie Branch is the Clinical Director and will provide oversight over the clinical programs. Connie will provide direct supervision of the Program Director. She will also provide services. Connie is a Licensed Alcohol/Drug Counselor with a specialty in Mental Health (LADC/MH). She has been with The Virtue Center for 10 years.

Alayna Smith is the Program Director with a specialty in family and serves as our domestic violence liaison. She will provide direct supervision of case managers and therapists and services. Alayna is a Licensed Professional Counselor (LPC) and has been with The Virtue Center for 6 years.

Lori Pace is a therapist and a Licensed Professional Counselor (LPC). Lori has been with The Virtue Center for 1 ½ years but has 14 years' experience in the mental health field. She will provide direct services.

Sarah West is a therapist specializing in court treatment services and a Licensed Professional Counselor (LPC). Sarah has been with The Virtue Center for almost 7 years. She will provide direct services.

Ricki Hoover is a therapist specializing in court treatment services with a Master of Social Work (MSW). She has been with The Virtue Center for two years and will provide direct services.

All 5 clinical team members will receive specialty training.

Caleb Klusmeyer is the business development manager. He will coordinate the community education efforts. Caleb is certified as Case Manager I and a Peer Recovery Support Specialist and has been employed with The Virtue Center for 6 years. Caleb has found inspiration and passion for this work from his own 9-year recovery from opiates.





Resumes are attached below.

#### 8. Relevant Experience with Similar Projects

Since 1972, The Virtue Center has provided quality outpatient treatment services to individuals and families struggling with substance use disorders, mental health challenges and problem gambling. We partner with many other agencies and entities to provide the most effective services. The Norman Public School District, Department of Human Services, City of Norman, Cleveland County District Attorney's office, The University of Oklahoma, Central Oklahoma Community Mental Health Center, and Cleveland County Health Department are a few of our partners. In 1975, the Oklahoma Department of Mental Health and Substance Abuse Services contracted with our agency as the first state-funded outpatient treatment center in Oklahoma.

The Virtue Center is certified with distinction and funded for outpatient substance abuse, co-occurring mental health disorders and gambling treatment services by the Oklahoma Department of Mental Health and Substance Abuse Services. In September 2023, we achieved a national accreditation for behavioral health from the oldest accrediting entity in the country, The Joint Commission.

The Virtue Center serves as a hub for distributing free Naloxone and Fentanyl testing strips for clients who use opiates, concerned family members and the community at large. The Virtue Center is a leader in Oklahoma for treatment of addiction and related mental health challenges. We continually advocate for policies to improve services for our clients while providing the best level of care for those on the journey to recovery.

Over the years, we have successfully attained grants to improve and expand services from the city, state and federal organizations. As a United Way of Norman partner agency since 1973, we are required to have outcome measures for which we have successfully met or exceeded. In working with the Oklahoma Department of Mental Health & Substance Abuse Services, the services The Virtue Center provides are required to reach certain outcome measures to maintain and attain additional funding for which we have been successful. Both partners have required us to use evidence-based programs and practices for many years.

#### 9. Program Assessment – Please describe how you will assess the program's success.








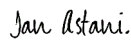
- a. The Virtue Center will administer pre and post surveys for education to measure increase in knowledge. We will track the distribution of Naloxone.
- b. The Virtue Center will administer quarterly surveys to clients in the program to determine the following:
  - i. Elimination or reduction of opiate use
  - ii. Increased understanding of the dangers of opiate use
  - iii. Improvement of coping skills
  - iv. Improvement of family relationships
  - v. Improvement in employment/school
  - vi. Improvement in making positive life changes
  - vii. Reduction in Homelessness
  - viii. Reduction in Arrests
- c. The Virtue Center will track Medication Assisted Treatment statistics through our electronic health records. This includes urine analysis tests, days of sobriety and determining goal outcomes and progress.

10. Evidence Base for Proposed Project – Projects should be classified as either “Evidence Based” or “Evidence Informed”. Definitions are provided below.

- a. • “Evidence-Based” means the project’s approach emphasizes the practical application of findings of the best available research related to the treatment of opioid-use disorders and the deterrence of opioid use.
- b. • “Evidence-Informed” means the project’s approach blends knowledge from the best available research, practice, and people experiencing the practice, as well as understanding the strengths and limitations of available research on opioid use disorders and the deterrence of opioid use.

Per Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines and Center for Disease Control and Prevention (CDC)

The project will utilize Evidence-Based practices including CBT, DBT and group therapy. In addition, MAT is a vital, evidence-based component of opiate specific treatment as well as the distribution of Naloxone.

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Board President	Date
DocuSigned by:  <small>15E8061A3FC7470...</small>	3/1/2024
Board Secretary	Date



POLITICAL SUBDIVISION OPIOID ABATEMENT GRANT AWARD					
PROJECT IMPLEMENTATION PLAN					
Using the table below, outline the individual activities associated with your proposed project. Your implementation plan will clearly define the objectives of your project narrative, identify the responsible person or partnership for each activity, detail the costs associated with each activity, establish timeframes, and specify expected results.					
Name of Organization:	The City of Norman				
Contact Name: Darrel Pyle	Email: darrel.pyle@normanok.gov	Phone #: 405-366-5404			
Project Proposal Description: Administration of Political Subdivisions Opioid Abatement Grant in the City of Norman					
Objective 1: (The direct, measurable result you wish to achieve) -					
Activity	Timeframe	Responsible Staff or Partnership Organization	Financial Projection	Approved Purpose	Proposed Measures
How the project will be put into action to achieve the objective (you may enter more than one activity line per objective)	Start and end dates for each specified activity	Subdivision staff or partnership organization who will be implementing each activity	Amount or percentage of grant funding that will be used for each activity	Choose the approved purpose for each activity from the drop down list	How the success of the project will be assessed in reaching the objective and the number of people expected to be served by approved purpose
Train five therapists in evidence-based treatment modalities—Cognitive Behavioral Therapy and Dialectical Behavioral Therapy	8/1/24 -9/1/24	The Virtue Center	\$20,000	s. fund training relative to any approved purpose,	1. Free monthly education series expected to serve 500 community members and leaders throughout year of service.  2. Specialty treatment programs to serve 100 individuals to completion of a treatment plan in year of service.  3. Training of therapists expands treatment availability and options for the 1,000 individuals currently served annually and provides room to increase number of individuals served.  4. 5.3% of \$190,000 budget is comprised of admin/indirect costs.
Employ staff to deliver the treatment, education, and support services	8/1/24 - 9/1/25	The Virtue Center	\$104,000	e. support recovery from addiction services performed by qualified and appropriately licensed providers	
Develop and implement educational social media campaign; plan and market monthly educational series	8/1/24 - 9/30/24	The Virtue Center	\$9,000	c. provide opioid use disorder and co-occurring substance use disorder avoidance and awareness education	
Develop and advertise specialty treatment programs	8/1/24 - 9/30/24	The Virtue Center	\$6,000	b. develop, promote and provide evidence-based opioid use prevention strategies,	
Procure materials for monthly educational series and specialty treatment programs	8/1/24 - 8/31/25	The Virtue Center	\$12,500	b. develop, promote and provide evidence-based opioid use prevention strategies,	
Monthly education series sessions are held; survey data collection	9/1/24 - 8/31/25	The Virtue Center	\$23,500	c. provide opioid use disorder and co-occurring substance use disorder avoidance and awareness education	
Monthly specialty treatment programs are delivered; survey data collection	9/1/24 - 8/31/25	The Virtue Center	\$15,000	f. treat opioid use, abuse and disorders including early intervention screening, counseling and support	
Share final report with partners and community	By 9/30/25	The Virtue Center	N/A	c. provide opioid use disorder and co-occurring substance use disorder avoidance and awareness education,	



# EXHIBIT B

K-2425-22

Item 13.

## Oklahoma Opioid Abatement Grants Act Budget Template

### Updated Budget - Opioid Grant Awards

Political Subdivision:

FY: 24-25

Expense	Description (Activity/Strategy)	Approved Purpose- Reference Section(s) of Act Addressed (refer to tab 4)	Target Audience	Cost	One-time Cost(s)	On-going/ Annual Cost(s)	Quantity	Total Cost
Expansion of Outpatient Services and Therapist Training in Evidence Based Methods								
Salaries	Therapist	74 O.S. §30.5(1)(a-b), (e- h), (n)	Clients at risk of opioid dependence, opioid dependent clients	\$ 47,000.00		\$ 47,000.00	1	\$ 47,000.00
	Case Manager			\$ 10,000.00		\$ 10,000.00	1	\$ 10,000.00
	Nurse Practitioner (8 hrs/week) - MAT			\$ 14,000.00		\$ 14,000.00	1	\$ 14,000.00
	Fringe Cost			\$ 13,000.00		\$ 13,000.00	1	\$ 13,000.00
Materials and Other	Clinical Training			\$ 5,000.00	\$ 5,000.00		1	\$ 5,000.00
	Guest Speaker Fee			\$ 10,000.00		\$ 10,000.00	1	\$ 10,000.00
	Program Incentives			\$ 5,000.00		\$ 5,000.00	1	\$ 5,000.00
	Curriculum materials			\$ 2,500.00		\$ 2,500.00	1	\$ 2,500.00
	Marketing Outreach/Marketing materials			\$ 3,500.00		\$ 3,500.00	1	\$ 3,500.00
	Travel - Training			\$ 2,500.00		\$ 2,500.00	1	\$ 2,500.00
	Administrative/Indirect Costs			\$ 2,500.00		\$ 2,500.00	1	\$ 2,500.00
Education and Awareness								
Salaries	Business Development Manager (8 hrs/week) - MAT/Programs	74 O.S. §30.5(1)(b-c), (n), (s)	Community members and leaders; people at risk of developing an opioid use disorder	\$ 10,000.00		\$ 10,000.00	1	\$ 10,000.00
	Case Manager			\$ 10,000.00		\$ 10,000.00	1	\$ 10,000.00
Materials and Other	Clinical training			\$ 10,000.00	\$ 10,000.00		1	\$ 10,000.00
	Guest Speaker Fee			\$ 10,000.00		\$ 10,000.00	1	\$ 10,000.00
	Program Incentives			\$ 7,500.00		\$ 7,500.00	1	\$ 7,500.00
	Food and Drink for Event Days			\$ 6,000.00		\$ 6,000.00	1	\$ 6,000.00
	Curriculum materials			\$ 2,500.00		\$ 2,500.00	1	\$ 2,500.00
	Narcan and Fentanyl Strips			\$ 2,500.00		\$ 2,500.00	1	\$ 2,500.00
	Marketing Outreach/Marketing materials			\$ 6,500.00		\$ 6,500.00	1	\$ 6,500.00
	Travel - Training			\$ 2,500.00	\$ 2,500.00		1	\$ 2,500.00
	Administrative/Indirect Costs			\$ 7,500.00		\$ 7,500.00	1	\$ 7,500.00
								\$ 190,000.00





### **FY 2024 OPIOID ABATEMENT GRANT AWARD AGREEMENT**

This agreement including any incorporated documents and appendices (“Agreement”), is made between the State of Oklahoma, by and through the Office of Attorney General (“OAG”) and the Oklahoma Opioid Abatement Board (collectively the “State” or “OAB”), and the City of Norman (“Recipient”). The State agrees to provide a grant of funds (the “Grant”) to Recipient for the purpose of promoting and protecting the health of Oklahomans through abating the effects of the Opioid Epidemic in a comprehensive manner in accordance with the terms and conditions provided in this contract and pursuant to the provisions of the Political Subdivisions Opioid Abatement Grants Act (“Act”). Recipient agrees to carry out the opioid abatement project or projects (the “Project(s)”) approved by the State on June 4, 2024, in good faith and to abide by all terms and conditions of this Agreement.

#### **1. AMOUNT AND PURPOSE OF FUNDS**

The State is providing \$190,000.00 to Recipient in the form of the Grant for its use to fund the Project(s) to abate the effects of the Opioid Epidemic within the political subdivision.

#### **2. AVAILABILITY AND USE OF FUNDS**

- a. Funds are distributed to Recipient, who shall be responsible for the payment of all expenses incurred by Recipient and any subcontractor/partner in performing under this Agreement. Funding is made to available to Recipient only as authorized by the Act and the terms of this Agreement. Unless otherwise provided in this Agreement, funds shall not be expended for expenses incurred prior to, or after, the term of this Agreement. Recipient shall only use funds awarded for Project approved purposes, which are those specified in the Recipient’s application for Grant funds (the “Application”). The Application is fully incorporated into this Agreement. Additionally, in consideration of the Grant and prior to any award of funds, Recipient shall execute a release of legal claims in the form as that in Appendix “A” to this Agreement. Further, funds shall not be utilized or expended by Recipient until Recipient has memorialized and adopted the utilization or expenditure in a resolution or its equivalent government action. Recipient shall maintain Grant funds in a segregated account and shall not commingle the funds with any other of Recipient’s funds.



- b. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant.
- c. Recipient must have and maintain institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project(s). By signing this Grant contract, Recipient affirms that it is capable to plan, manage, and complete the Project(s).
- d. Funds made available through the Oklahoma Opioid Abatement Revolving Fund shall be used to supplement, and not supplant, other federal, state, and local funds. The supplement, not supplant, requirement ensures that Grant funds are expended to benefit the intended population defined in the Application, rather than being used to cover expenses that the Recipient would have paid out of other funds if Grant funds were not available.
- e. Recipient must not use staff, equipment, or other goods or services paid for with Grant funds for any work or activities not described in the Application without prior written approval from the State.
- f. Unless otherwise specified in the Application, Recipient is not required to provide matching funds.

### 3. TERM OF AGREEMENT

- a. This Agreement is effective upon the date last signed by the parties (the “Effective Date”) and shall automatically expire June 30, 2026, unless mutually extended and ratified by the Parties in writing (the “Term”). Prior to expiration of the Term, the Parties may ratify the Agreement for a period not to exceed one year.
- b. If the funds are not fully spent by the expiration or earlier termination of this Agreement, Recipient shall return all unencumbered funds to State, unless the State, in writing, grants an extension.

### 4. PERIOD OF PERFORMANCE

Recipients may only charge to the award allowable costs incurred during the period of performance, which is defined to commence on the Effective Date and conclude at 12:00 a.m. on June 30, 2026, or the date listed on the Notice of Award. Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as the Recipient remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.



## 5. ORDER OF PRIORITY

- a. Agreement documents shall be read to be consistent and complementary. Any conflict among the Agreement documents shall be resolved by giving priority to Agreement documents in the following order of precedence:
  - i. any Addendum.
  - ii. the terms contained in this Agreement Document.
  - iii. the Notice of Award
  - iv. any applicable Request for Proposal.
  - v. any successful grant application as may be amended through negotiation and to the extent the application does not otherwise conflict with the Solicitation or applicable law.
  - vi. any statement of work, work order, or other similar ordering document as applicable; and
  - vii. other mutually agreed Agreement documents.
- b. If there is a conflict between the terms contained in this Agreement document or in Agreement-specific terms and an agreement provided by or on behalf of Recipient including but not limited to linked or supplemental documents which alter or diminish the rights of the OAB, the conflicting terms provided by Recipient shall not take priority over this Agreement. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.
- c. Any Agreement document shall be legibly written in ink or typed. All Agreement transactions, and any Agreement document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

## 6. STATE PERFORMANCE

In accordance with the terms of this Agreement, the State will provide funding for the Project up to the total amount detailed in Appendix “B” (Project budget). Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as the Recipient remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.

## 7. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this Agreement and to be bound by the provisions of this Agreement, and all amendments thereto, which were submitted to the State.
- b. In no event shall any subcontractor of the Recipient incur any obligation on the part of State or beyond the terms of this Agreement.



- c. Recipient shall commence implementation of the project described this Agreement within sixty (60) days from the date of receipt of funds unless otherwise agreed to in writing by State.
  - d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Opioid Grant Award or assessing compliance with the Grant requirements.
  - e. Prior to being restored to good standing with the Board (i.e., removed from suspension), Recipient shall repay the Board for any expenditures for nonapproved purposes. Repayment shall be made within thirty (30) calendar days of the OAG sending written demand to Recipient.
  - f. Recipient agrees to take appropriate measures to prevent any instance of abuse, neglect, and violation of OAB and/or individual rights, including termination or other appropriate discipline against any employee or agent of Recipient found to have abused or neglected, mentally or physically, or otherwise violates the rights of any individual or permitted such violation.
  - g. For services rendered with funds provided under this Agreement, Recipient shall not set income eligibility standards and shall not assess fees for assistance or services. Further, services shall be provided without regard to a person's ability to pay. No person otherwise eligible for services provided with funds provided under this Agreement shall be denied treatment or services for inability to pay, and said person must be notified, in a reasonable manner, of this provision. Recipient shall not charge a fee for emergency services provided to individuals eligible for services authorized with funds provided under this Agreement, or their dependent household members, nor will SNAP benefits be solicited from individuals in exchange for services. To the extent any housing or facility programming or services are authorized under this Agreement, such program and services shall provide room, food, bathing and laundry facilities. Furthermore, such programs shall provide and maintain basic food items available for daily breakfast, lunch, dinner, and snacks.
  - h. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.
8. ASSIGNMENT AND PERMITTED SUBCONTRACTOR
- a. Recipient's obligations under the Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the State. Any delegation or assignment of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding or contract by which the implementing organization agrees to comply with all applicable Grant terms, conditions, and assurances. Any such delegation



notwithstanding, the Recipient acknowledges that it has ultimate responsibility for compliance with all terms, conditions, and assurance of the Grant.

- b. If the Recipient is permitted to utilize a subcontractor in support of the Agreement, the Recipient shall remain solely responsible for its obligations under the terms of the Agreement, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to any subcontractors being utilized by the Recipient, the Recipient shall obtain written approval of the State of such subcontractors and each employee proposed for use by the Recipient. Such approval is within the sole discretion of the State. Any proposed subcontractors shall be identified by entity name, and by employee name, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Recipient shall provide a copy of a written agreement executed by the Recipient and subcontractors setting forth that such subcontractors are bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Recipient under the terms of all applicable Agreement Documents. Recipient agrees that maintaining such agreement with any subcontractors and obtaining prior written approval by the State of any subcontractors and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractors or an employee thereof in instances of poor performance, misconduct or for other similar reasons. Further, if an assignment or transfer is approved, the Recipient shall be liable for any act or omission of the subcontractor, including any act or omission that constitutes a breach of this Agreement.

#### 9. NO-CONFLICT COVENANT

Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this Agreement. Recipient further covenants that no employee of State received anything of value in connection to this Agreement. Recipient further understands and agrees that it must maintain a conflict-of-interest policy consistent with Oklahoma laws and regulations and that such policy is applicable to each activity funded under the Grant. Recipients must disclose in writing to the OAB any potential conflict of interest affecting the grant or award of funds. Further, if the Recipient has an obligation under the Agreement, any plan, preparation, or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Agreement. In determining whether a conflict of interest exists, the State will rely on Okla. Ethics R. 4.7.

#### 10. PUBLICATIONS AND OTHER MATERIALS

- a. Any material produced in whole or in part because of this Agreement may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish,



disclose, distribute and otherwise use any reports, data or other materials prepared under this Agreement.

- b. Any publication produced with funds from the Grant must display the following language: “This project [is being] [was] supported, in whole or in part, by funding made available by the Oklahoma Opioid Abatement Board.”

## 11. PROCUREMENT

Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with grant funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

## 12. RECORDS, REPORTS, AND DOCUMENTATION

- a. Section 7 of the Act also requires that Board to maintain oversight over the expenditure of award proceeds. Therefore, all recipients of opioid grant proceeds are required to file quarterly reports with the Board by filing them with the Office of the Attorney General. Quarterly reports are due by the last day of the month immediately following the conclusion of a quarter, as provided in the table below. Quarters run by calendar year. Further, Recipient agrees to comply with any reporting obligations established by the State as related to the Grant. Additional reporting obligations include, but are not limited to, representatives of the Recipient making regular and special reports regarding the activities of the Recipient, as related to the Grant, as the State may deem needful and proper for the exercise of its duties and functions.

Quarter	Report due
<b>First Quarter (January 1 – March 31)</b>	April 30
<b>Second Quarter (April 1 – June 30)</b>	July 31
<b>Third Quarter (July 1 – September 30)</b>	October 31
<b>Fourth Quarter (October 1 – December 31)</b>	January 31

- b. The first report shall be due October 31, 2024. The report shall be consistent with the Board’s rules. The reporting period shall commence on the date of the receipt of funds. The reports shall include, but not be limited to, the following information:
  - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
  - ii. An explanation of what was funded under subsection “i,” above;
  - iii. The remaining balance of the funds provided under this Agreement;
  - iv. An explanation of measurement and evaluation tools used to track progress and results;



- v. An explanation of any observed change in opioid rates or trends because of this project;
- vi. Programmatic performance measures; and
- vii. A brief narrative of the results, successes, and other observations from this reporting period.

The method for reporting to the OAB is subject to change during a grant cycle and may include the usage of an online software platform.

- c. As used in this Agreement and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- d. The Recipient shall maintain all books, records, accounts and other documents, including property, personnel, and financial records relative to this grant for seven (7) years after final payment. Recipient shall make these records available to State upon request. All records must properly account for all project funds and activities associated with the grant.
- e. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this Agreement for a period of seven (7) years from the ending date of this Agreement.
- f. Receipt acknowledges and agrees that it will comply with State, the State Auditor and Inspector, and their representatives relating to an audit of an Opioid Grant Award. Upon notice, which may be short, the State, the State Auditor’s Office or their representatives, shall be entitled to access any books, records, and other documents and items pertaining to the project funds for purpose of audit and examination, at Recipient’s premises during normal business hours and Recipient agrees that it will cooperate with any such review, access or monitoring. In the event any audit, litigation, or other action involving records is started before the end of the seven (7) year period, the Recipient agrees to retain these records for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.
- g. Recipient shall provide any status updates during the term of this Agreement to State upon request.
- h. The recipient hereby agrees to comply with all reporting and auditing requirements related to this grant, including funds and activities associated therewith, and including requirements that stem from the source of the funds, regardless of whether derived from litigation.



- i. The recipient agrees to forward a copy to the OAB of the recipient's audited financial statements for the fiscal year that covers the grant award. Such information shall be forward to the OAB within thirty (30) calendar days of recipient's receipt of the information.

### 13. BACKGROUND CHECKS AND CRIMINAL HISTORY INVESTIGATIONS

- a. Prior to the commencement of any services, Recipient shall obtain a national criminal history background checks and criminal history investigations of the Recipient's employees and subcontractors who will be providing services. In no instance shall a potential employee or subcontractor have access to facilities, data and information prior to completion of background verification acceptable to the Recipient.

### 14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- a. In addition to the laws, regulations and requirements set forth herein, Recipient agrees to comply with the requirements of Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant. Recipient also agrees to comply with all other applicable federal or state laws, regulations, executive orders, including but not limited to those relating to non-disclosure of confidential information, the provisions of this Agreement and any Addendum attached hereto, and Recipient shall provide for compliance by other parties in any agreements it enters with other parties relating to this award. In addition to any requirements imposed in this Agreement, including those in Section 10, to the extent Recipient has subcontracted, assigned or otherwise transferred any of its rights or obligations under this Agreement, Recipient shall require the party assuming the rights or obligations to comply with all applicable statutes, regulations, guidance, and ordinances.
- b. Non-Discrimination

By submitting their proposals, Recipient certifies to OAB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans with Disabilities Act and the Oklahoma Central Purchasing Act. Recipient shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Agreement with public bodies to account for the use of the funds. If that Recipient is a faith-based organization and it segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.



- c. Recipient will comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- d. Recipient will also comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- e. E-Verify

In compliance with 25 O.S. § 1313, registration and use of federal employment eligibility verification program is required as set forth below:

- i. For purposes of this section, “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) and includes the free Employee Verification Program available at [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).
- ii. Any employer with more than an average of 50 employees for the previous 12 months entering into an agreement in excess of \$50,000 with any agency of the State to perform work or provide services pursuant to such Agreement shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public Agreement.
- iii. Any such employer who fails to comply with the provisions of subsection ii shall be debarred from agreeing with any agency of the State for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program.
- f. Non-Collusion

By submitting their proposals, recipients certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other recipient, Recipient, manufacturer or sub-agreement or in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this proposal any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.



g. Immigration Reform and Control Act of 1986

By submitting their proposals, recipients certify that they do not and will not during their performance of this award employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

h. Debarment Status

By submitting their proposals, recipients certify that they will not subcontract with organizations currently debarred by the State of Oklahoma or the U.S. Government from submitting proposals on Agreements for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred.

i. Recipient shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.

j. Recipient agrees to abide by all laws related to the use of any tobacco product, electronic cigarette or vaping device on all properties owned, leased, or agreed for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or agreed for use by agencies or instrumentalities of the State.

k. Additional certifications by Recipient

i. Certification Required by 74 O.S. § 582. By executing this Contract, the Recipient certifies that it does not boycott goods or services from Israel and will not boycott Israel during the term of this Contract.

ii. Certification Required by 74 O.S. § 12005. By executing this Contract, Recipient certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.

iii. Certification Required by 74 O.S. § 85.42(B). The parties to this Contract certify that no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Contract.

l. Litigation and claims.



Recipient represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Recipient has been disclosed in writing to the State and Recipient is not aware of any other litigation, claim, or threat thereof.

#### 15. REMEDIAL ACTIONS

In the event of recipient's noncompliance with this Agreement, the Grant, use of funds, applicable laws and regulations, or any term or condition, Recipient consents and agrees OAB may impose additional conditions on the receipt of future award of funds, if any, or take other available remedies, including that previous payment(s) may be recouped.

#### 16. FALSE STATEMENTS

Recipient understands that knowingly making a false statement or claims in connection with this Grant and as a part of any State investigation is a violation of law and may result in criminal or other sanctions, including fines, imprisonment, damages, and penalties.

#### 17. INDEMNIFICATION

##### a. Acts or Omissions.

The Parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The State shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's sub-agreement or vendors.

Recipient shall defend and indemnify the State, its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof (the "Indemnified Parties"), as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Recipient or its agents, employees, or subcontractors in the execution or performance of the Contract.

##### b. Limitations of Liability

With respect to any claim or cause of action arising under or related to the Contract, the State shall not be liable to Recipient for lost profits, lost revenue, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.



Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Recipient or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Recipient or its employees, agents, or subcontractors.

#### 18. DISCLAIMER

The State expressly disclaims all responsibility or liability to Recipient or third persons for the actions or omissions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the Grant or any other losses resulting in any way from the performance of the Grant or any contract, or subcontract under the Grant.

#### 19. MODIFICATION OR AMENDMENT

- a. This Agreement is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by the State or jointly by the Parties. Any change to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Recipient, is a material breach of the Agreement. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Agreement modification, shall be void and without effect and the Recipient shall not be entitled to any claim under the Agreement based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.
- b. Revisions to the Agreement must be approved in writing in advance by the State.
- c. A waiver by the State to any provision in this Agreement must be signed and in writing by the State.

#### 20. CLOSING OUT OF AGREEMENT

- a. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall promptly return to State any funds received under this Agreement that are not expended for the agreed purposes under this Agreement. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall submit any closeout documents showing proof of completion of the terms of this Agreement to State.
- b. Recipient agrees to provide any additional information required by State after the expiration or termination of this Agreement, as applicable, for the purpose of showing completion and results of the project.



## 21. RELATIONSHIP OF THE PARTIES

In the performance of all services rendered under this Agreement, the Recipient shall act solely as an independent contractor and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the Parties.

## 22. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this Agreement.
- b. This Agreement shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this Agreement shall be Oklahoma County, Oklahoma.

## 23. TERMINATION OR SUSPENSION

- a. This Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties. Provided, however, any termination of the Agreement does not dissolve any waiver of liability signed by Recipient to receive the Grant funds.
- b. The State may terminate the Agreement, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Recipient will be provided at least thirty (30) days written notice. Any partial termination of the Agreement shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Agreement that remain in effect. Upon receipt of notice of such termination, Recipient shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice.
- c. This Agreement may be terminated or suspended by State in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
  - i. Recipient fails to commence implementation of the terms of this Agreement within 60 days or as otherwise agreed in writing.
  - ii. Recipient fails to comply with the terms of this Agreement or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this Agreement.



- iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
  - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this Agreement.
- d. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension. Provided, termination of the Agreement shall not relieve the Recipient of liability for claims arising under the Agreement.

#### 24. SEVERABILITY

If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement that can be given effect.

#### 25. POINT OF CONTACT

Correspondence and contact to the State shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Kristi Ice  
 Title: Deputy General Counsel  
 Phone Number: (405) 522-1214  
 Email: Kristi.ice@oag.ok.gov

Secondary Contact Name: Jill Nichols  
 Title: Opioid Response and Grants Coordinator  
 Phone Number: (405) 522-3314  
 Email: jill.nichols@oag.ok.gov

#### 26. COUNTERPARTS

The Parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature page delivered by facsimile machine or electronic mail (including any pdf format) shall be binding to the same extent as an original signature page.

#### 27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.



Agreed to the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

X \_\_\_\_\_  
[Recipient]

X \_\_\_\_\_  
First Assistant Attorney General, Oklahoma Office of Attorney General



## APPENDIX A – Notice of Award



## APPENDIX B –Budget

The Recipient is required to complete a budget outline for the funds awarded under the terms of this Agreement and attach as Appendix B.

Appendix B must include a copy of the Recipient's itemized budget for the project with of all items/labor/services to be purchased with funds and provide descriptions and overviews of the activities planned. These documents are attached to this Agreement and incorporated into the terms and requirements of this Agreement.

Funding is provided solely for the purposes in Appendix B and shall be spent solely on items in Appendix B.



**File Attachments for Item:**

14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-23: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE ALTERNATIVE DISPUTE RESOLUTION SYSTEM OF THE STATE OF OKLAHOMA FOR CERTIFYING NORMAN'S DISPUTE MEDIATION PROGRAM BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 7/23/2024

**REQUESTER:** Ronda Guerrero

**PRESENTER:** Ronda Guerrero, Court Administrator

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-23: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE ALTERNATIVE DISPUTE RESOLUTION SYSTEM OF THE STATE OF OKLAHOMA FOR CERTIFYING NORMAN'S DISPUTE MEDIATION PROGRAM BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025.

### BACKGROUND:

In April 1988, the City of Norman, through the City Council, approved and directed the implementation of a Dispute Mediation Program. On June 14, 1988, the City of Norman entered into the first contract between the City and the Alternative Dispute Resolution System of the State of Oklahoma.

This contract formally recognizes the City of Norman's Program as part of the Alternative Dispute Resolution System of the State of Oklahoma. This contract allows the City of Norman's Program and the volunteers who mediate for the Program to fall under the protection of the State Statutes regarding mediation, which includes immunity from testifying in any court proceeding regarding matters that have gone through mediations conducted by the Program. Additionally, as a part of the ADR system of the State of Oklahoma, volunteers to mediate cases can be trained at no cost to the City or the volunteers. Finally, participation in the Program allows access to staff at the Administrative Offices of the Courts, which is the governing body of all judicial branches of the State of Oklahoma.

This contract is renewed on an annual basis. This item brings forward to Council renewal of the contract for fiscal year ending June 30, 2025.

### DISCUSSION:

This Program is designed to offer resolutions to disputes to all citizens before they reach the stage of general litigation. Through the mediation program, disputes may be addressed much quicker and resolutions reached before a case can be heard on the court docket. There are no costs for mediation services for citizens of the City of Norman utilizing these services, and the entire process is both voluntary and confidential. The City of Norman Program is somewhat unique when compared to the rest of the State in that 99% of our referrals come to the Program through Norman's Municipal Court. In FYE24, the Program received 414 referrals and resolved a total of 109 cases by conducting 72 mediations and addressing the conflict in an additional 37 cases through contact by mediation staff with both parties involved in the conflict. In 71% of the referrals, or a total of 295 cases, one of the parties to the complaint either refused mediation or chose not to respond to Program contact attempts or the initiating party to the conflict chose to withdraw the complaint. This is often an indication that the parties have resolved the conflict on their own. Combining all efforts made by Program staff, statistics show that more than 80% of the total cases referred for mediation required no further action on the part of either Municipal Court or the City Attorney's office.







Norman's Program handles disputes between citizens of Norman when there are conflicts over situations ranging from barking dogs, destruction of private property, and assault and battery, to landlord/tenant, consumer/merchant and property disputes. Once a case has been filed, whether by an individual citizen, business, or other City of Norman department, it is reviewed and referred to the program by the City Attorney's Office. Norman's Program primarily focuses on a referral base that involves mediating misdemeanor non-traffic offences. Therefore, the program provides support to the Court and its mission.

Our mediators are volunteers from all walks of life. The training is provided by the State of Oklahoma at no charge to the participant or to the City. Each mediator completes a minimum of 24 hours of training, with most of our mediators having completed advanced levels of training. We currently have six active mediators on our roster, some of whom have been with our Program over ten years. Basic training sessions are held in partnership with Early Settlement-Central and the OU School of Law. Because Norman has been so progressive in the field of mediation, we have become a model program for other cities.

The Program operates within and conforms to the Dispute Resolution Act, 12 O.S. Supp. 1985, Sections 1801-1813, and the Oklahoma Rules and Procedures for the Dispute Resolution Act of the State of Oklahoma. Norman's Program is under administrative supervision of the Administrative Director of the Courts and the Dispute Resolution Advisory Board. Statistical information on the status of the Norman Mediation Program is submitted monthly in the Departmental Reports as a part of the activities of the Municipal Court.

### **RECOMMENDATION:**

This Agreement between the City of Norman and the Alternative Dispute Resolution System of the State of Oklahoma for the period July 1, 2024 through June 30, 2025 has been reviewed by the City Attorney and is approved as to form and is recommended for approval.



## AGREEMENT

This Agreement is between the Alternative Dispute Resolution System of the State of, and the City of Norman, and is for the purpose of certification by the Administrative Director of the Courts of a dispute mediation program known as Early Settlement – Norman as provided in 12 O.S. Supp. 1991, Section 1803 through 1813.

In consideration of the mutual promises herein contained, the parties agree that:

### I. TERM OF AGREEMENT

This Agreement shall be effective July 1, 2024 when signed by the party for the City of Norman and the Administrative Director of the Courts, and shall be terminated pursuant to the provisions of the Articles herein.

### II. SCOPE OF SERVICES

The City of Norman agrees to provide dispute mediation services according to the Dispute Resolution Act, its Rules and Procedures, and other directives and forms provided by the Administrative Director of the Courts or her designee. Dispute mediation services shall be provided within the geographical limits of the City of Norman and involving matters that are within the jurisdiction of the Municipal Court of the City of Norman or between parties of which at least one is a citizen of the City of Norman. Mediation services shall not be provided by the City of Norman in any instance where such service would be an infringement upon the engagement of legitimate private enterprise conducted within the City of Norman by citizens of the City of Norman.

### III. MONITORING AND REPORTING REQUIREMENTS

- (a) The Administrative Director of the Courts or her designee shall have the right to conduct on-site inspections and monitoring of the project and office of the City of Norman at his own discretion, and the City of Norman shall cooperate in facilitating such inspections and monitoring.
- (b) The City of Norman shall monthly provide statistical data as outlined in the Oklahoma Rules and Procedures for the Dispute Resolution Act. From time to time, in addition thereto as may be requested by the Director, or her designee, the City of Norman shall submit to the Administrative Director of the Courts additional operational, statistical or program reports.
- (c) The City of Norman shall give immediate notice to the Director of (1) any material changes in the scope of the services provided pursuant to this Agreement; (2) any change in the personnel performing the services provided pursuant to this Agreement.



#### IV. RETENTION OF RECORDS

- (a) The City of Norman agrees to retain the following records for the following periods of time:
  - (1) Financial records of the City of Norman pertaining to this Agreement shall be retained for a minimum of five years after expiration of this Agreement.
  - (2) A copy of the written agreement or decision subscribed to by the parties shall be retained for a period of five years after the execution.
  - (3) A record of each case containing names of parties, category of dispute and resolution outcome shall be retained for a period of five years after termination of the case.
- (b) All other records may be disposed of at the discretion of the City of Norman. The Administrative Director of the Courts reserves the right in her discretion to add to the list of records which must be retained or alter the period of retention.

#### V. EXTENSION AND TERMINATION

- (a) This Agreement terminates June 30, 2025 at the end of the fiscal year 2025, and may be extended only by written agreement of the parties.
- (b) This Agreement may be terminated upon the discretion of the Administrative Director of the Courts by the Alternative Dispute Resolution System or the City of Norman with 30 days written notification.
- (c) The Alternative Dispute Resolution System may withdraw certification pursuant to this Agreement at any time the Administrative Director of the Courts determines that the City of Norman is not adequately providing services pursuant to this Agreement or that any of the provisions of the Agreement are being violated.

#### VI. STATUS OF CENTER AND ITS EMPLOYEES

- (a) Nothing in this agreement shall cause any persons or other entities employed or engaged by the City of Norman as employees, servants, agents or independent contractors, to be considered employees or agents of the Alternative Dispute Resolution System, the Administrative Office of the Courts or the Oklahoma Supreme Court. Nothing in this Agreement shall be construed to create any obligation upon the Alternative Dispute Resolution System, the Administrative Office of the Courts or the Oklahoma Supreme Court for payment of any wages, taxes, unemployment insurance, workers compensation, or other employment-related benefit or contribution, to or for the benefit of any City of Norman agent or employee. The City of Norman is responsible for the work, compensation and personal conduct of such employees and agents while employed by the City of Norman.



- (b) It will be the duty of the Mediation Coordinator of the Early Settlement Norman Mediation Program to abide by any programmatic directives provided by the Alternative Dispute Resolution System. It will further be the duty of the Mediation Coordinator or a party representing the City of Norman to appear as mutually agreed before the Dispute Resolution Advisory Board or the Administrative Director of the Courts to answer questions regarding program performance.

## VII. INDEMNIFICATION

- (a) Nothing contained in this Agreement shall impose any liability or duty upon the Alternative Dispute Resolution System, its agents or employees, to persons or other entities employed or engaged by the City of Norman as employees, servants, or agents or in any other capacity, nor shall make the Alternative Dispute Resolution System, its agents or employees, liable for the acts, omissions, liabilities, obligations or taxes of whatever nature, including without limitation, unemployment insurance and workmen's compensation, of the City of Norman or its employees, servants, agents or independent contractors.

## VIII. NOTICES

All notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand against a receipt, or three days after posting, if sent by regular mail, to a party at the following addresses:

Alternative Dispute Resolution System  
 Administrative Office of the Courts  
 2100 N. Lincoln Blvd., Suite 3  
 Oklahoma City, OK 73105  
 Attention: Phil Johnson

Dispute Mediation Program  
 Early Settlement  
 City of Norman  
 201 West Gray, Box 370  
 Norman, OK 73070  
 Attention: Ronda Guerrero

## IX. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken, and the remaining provisions of this Agreement shall remain in full force and effect.

## X. AMENDMENT OF AGREEMENT

The terms and conditions contained in this Agreement represent the full understanding of the parties and no part thereof shall be deleted or changed without the express written consent of both parties.



XI. APPLICABLE LAW

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- (b) The City of Norman and the Alternative Resolution System agree that each shall perform its obligations hereunder in accordance with all applicable Oklahoma laws, rules and regulations now or hereafter in effect, including 12 O.S. Supp. 1991, Sections 1801-1813 and the Oklahoma Rules and Procedures for the Dispute Resolution Act.

XII. OTHER TERMS AND CONDITIONS

The headings used in this Agreement are for reference purposes only and are not controlling.

WHEREFORE, the Alternative Dispute Resolution System and the City of Norman have caused this Agreement to be executed as follows:

For: Alternative Dispute  
Resolution System

By: 

Jari Askins

Administrative Director of the Courts

Date: June 3, 2024

For: The City of Norman and  
Early Settlement - Norman

By: \_\_\_\_\_

Mayor/City Manager  
City of Norman

Date: \_\_\_\_\_



**File Attachments for Item:**

15. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-25: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY, DEL CITY MUNICIPAL SERVICES AUTHORITY, AND THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT FOR THE PURCHASE OF UNUSED LAKE THUNDERBIRD WATER ALLOCATION AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT..





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/23/2024

**REQUESTER:** Rachel Camp, Water Treatment Plant Manager

**PRESENTER:** Rachel Camp, Water Treatment Plant Manager

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-25: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY, DEL CITY MUNICIPAL SERVICES AUTHORITY, AND THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT FOR THE PURCHASE OF UNUSED LAKE THUNDERBIRD WATER ALLOCATION AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT..

### BACKGROUND:

The Norman Utilities Authority currently has three sources of water used for drinking water purposes:

1. 3 billion gallons per year is allocated from Lake Thunderbird and is treated at our Water Treatment Plant (WTP)
2. About 2.4 billion gallons per year can currently be pumped from our groundwater well field, however, we are in the process of drilling a new well and re-drilling one currently listed as inactive due to a casing failure. This will bring our total flow from the wellfield to about 2.5 billion gallons per year
3. 365 million gallons per year of treated drinking water is purchased from Oklahoma City

These sources make up about 5.865 billion gallons per year, and the City recently been using approximately 5.0-5.5 billion gallons per year.

In recent years, the City has lowered the well flows and taken extra water from the lake when it reaches the flood pool, which saves the NUA a little money in electrical cost needed for each well. The Bureau of Reclamation (BOR) and Central Oklahoma Master Conservancy District (COMCD) allow us to take water from the flood pool when the water level in the lake reaches above 1039-feet in elevation, which can occur after a significant rain event. The water taken from the flood pool does not count against our 3 billion gallon allocation from the lake and can help our utility meet demand for the entire water year, especially during future droughts.



The City of Del City and Midwest City are also allowed a portion of the water from Lake Thunderbird. Del City has never used their full allocation, and usually have about 600 million gallons of unused allocation at the end of each water year. Their City is landlocked and they don't see any increased density forecasted, hence no real need for additional water moving into the near future.

### **DISCUSSION:**

While the NUA can meet demand with our current sources, it's unknown how much longer we will be able to use the water from the flood pool each year to supplement some of our well water and to stay ahead of our future annual water supply demands. The City of Del City (Del City Municipal Services Authority) has offered to sell the NUA a portion of their unused allocation each year for the next 10 years. Through this contract the City of Norman will purchase 300 million gallons of untreated water from Del City per year at a rate of \$0.68 per 1,000 gallons at the beginning of the water year (October 1), totaling \$200,000 per year. The COMCD will continue to convey water to all three City's and will keep track of when we've used the 300 million gallons of Del City's share, before they begin billing NUA for our normal 3 billion gallon allocation. Additionally, the City of Norman will have the option to purchase up to 200 million gallons more of Del City's unused allocation at a rate of \$1.36 per 1,000 gallons if needed. Purchasing the 300 million gallons of unused water from Del City will allow the City of Norman an ample amount of water to further solidify our water resources.

The Outside Water Resources account (account 31955234-43123) is currently used for the purchase of water from the City of Oklahoma City (OKC) and any flood pool water taken from the lake, and currently has a balance of \$1,240,330.00. Staff estimates the OKC usage for the upcoming FYE25 year at \$1,307,000. So staff requests \$70,000 for that shortfall and requests \$50,000 for any potential water need above the \$200,000 base Del City contract amount. In order to use this account for the purchase of Del City's unused allocation, staff proposes a budget appropriation from the Water Fund Balance (account 31-29000) in the amount of \$320,000 to the Outside Water Resources account (\$200,000 for the initial 300 million gallons and \$50,000 for additional water needed at a rate of \$1.36 per 1,000 gallons, and \$70,000 for the increased cost of OKC water).

### **RECOMMENDATION:**

Staff recommends the NUA approved Contract K-2425-25 for an initial purchase of 300 million gallons, with the option to purchase additional water at \$1.36 per 1,000 gallons, as stipulated in the contract.

Staff further recommends the appropriation of Water Fund balance (account 31-29000) in the amount of \$320,000 to Outside Water Resources (account 31955234-43123).



## **AGREEMENT FOR SALE OF SURPLUS MUNICIPAL WATER FROM DEL CITY TO NORMAN**

This agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the parties, being Norman Utilities Authority of the City of Norman, Oklahoma, a public trust for the benefit of the City of Norman, Oklahoma, (hereinafter referred to as “NORMAN”), the Del City Municipal Services Authority, a public trust for the benefit of the City of Del City and the City of Del City, Oklahoma, a municipal corporation, (hereinafter collectively referred to as “DEL CITY”); and Central Oklahoma Master Conservancy District, a master conservancy district organized under the laws of Oklahoma (hereinafter referred to as “COMCD”) all hereinafter referred to as “Agreement”.

The parties agree as follows:

1. The City of Del City, Oklahoma (DEL CITY) and Del City Municipal Services Authority are parties to a certain Contract with the Central Oklahoma Master Conservancy District, dated November 13, 1961 for the DEL CITY water supply under the terms and provisions of which DEL CITY and the Del City Municipal Services Authority (hereinafter collectively referred to as “DEL CITY” for both entities) were entitled to purchase a certain specified allocation of water from COMCD for an initial twenty-five year term.
2. The City of Norman, Oklahoma and the Norman Utilities Authority (NORMAN) are parties to a certain Contract with COMCD, dated September 5, 1961, for the Norman water supply, under the terms and provisions which NORMAN was entitled to purchase a certain specified allocation of water from COMCD.
3. DEL CITY and NORMAN have subsequently and separately renewed their respective contracts with COMCD for an additional twenty-five year term two times, the most recent renewal being effective January 1, 2017 (the “Del City Contract” and the “Norman Contract” respectively).
4. NORMAN anticipates, based upon past and current water demand and actual usage, that it may need more than the specified allocation of water available to NORMAN under said Contract with the COMCD, as amended, and that NORMAN desires to purchase Surplus Municipal Water and potentially On Demand Surplus Municipal Water (as referenced in Section 7 in the Norman contract and Section 8 in the Del City contract) from COMCD, to help meet the needs and demands of NORMAN.
5. DEL CITY is willing to allow COMCD to provide to NORMAN, at a mutually agreed upon price, Surplus Municipal Water and On Demand Surplus Municipal Water which DEL CITY is otherwise entitled to utilize or retain under the Del City contract.
6. NORMAN will pay DEL CITY for such Surplus Municipal Water and On Demand Surplus Municipal Water.



7. COMCD Section 7 of the Del City Contract provides that when Surplus Municipal Water or On Demand Surplus Municipal Water is available, COMCD may dispose of such current surplus on whatever terms it can arrange.

8. DEL CITY ALLOCATION RIGHT RETENTION: DEL CITY shall retain all allocations and rights to all water which they have possessed immediately prior to the execution of this AGREEMENT, and NORMAN agrees not to seek or accept any additional rights of water currently held by DEL CITY as a result of DEL CITY making Surplus Municipal Water available to NORMAN under this AGREEMENT.

9. EFFECTIVE DATE: The effective date of this AGREEMENT shall be from October 1, 2024 to September 30, 2025. Then the term shall be from October 1 through September 30 each year. It is the intent of the parties to have this Agreement in Place for an additional nine (9) yearly renewals after the initial term with expiration on September 30, 2034, subject to DEL CITY, COMCD, and NORMAN approval and annual appropriation.

10. CONTRACT PURCHASE VOLUMES: DEL CITY agrees to sell, and COMCD agrees to convey, to NORMAN up to **three hundred million gallons (300,000,000)** of **Surplus Municipal Water** per year from DEL CITY contract allocation under its COMCD Contract and potentially additional **two hundred million gallons (200,000,000)** of **On Demand Surplus Municipal Water** per year from DEL CITY contract allocation under its COMCD Contract at the rates set forth within Paragraphs 10.1 and 10.2 of this AGREEMENT.

10.1 SURPLUS MUNICIPAL WATER: NORMAN agrees to purchase from DEL CITY, on an annual basis **three hundred million (300,000,000) gallons** of Surplus Municipal Water. Payment to DEL CITY for the available Surplus Municipal Water will be required to be paid on or before December 1<sup>st</sup> of each year of the Agreement in the amount of \$204,000.00 per year. Each subsequent year thereafter will be increased by 1.5% inflation rate increase (as is stated in Section 16).

- a. DEL CITY will irrevocably sell to NORMAN each year of the contract, and NORMAN shall pay DEL CITY for three hundred million **(300,000,000) gallons** per year of Surplus Municipal Water, whether the water is used or not, at a rate of **sixty-eight cents (\$0.68) per 1,000 gallons**.
- b. If DEL CITY determines that three hundred million (300,000,000) gallons of Surplus Municipal Water is not available for the upcoming year due to emergency condition defined in Paragraph 13 herein, DEL CITY will notify NORMAN within 60 days prior to the start of the contract year. If DEL CITY determines that the Surplus Municipal Water available is less than three hundred million (300,000,000) gallons after NORMAN has made full payment in accordance with this paragraph due to an emergency condition defined in Paragraph 13 herein, DEL CITY will reimburse NORMAN at the rate paid by NORMAN for the water made unavailable by DEL CITY.

10.2. ON DEMAND SURPLUS MUNICIPAL WATER: DEL CITY agrees to sell, and COMCD agrees to convey, to NORMAN, and NORMAN shall pay DEL CITY for On Demand Surplus Municipal Water on an as needed basis at the rate of



one dollar and **thirty-six cents (\$1.36) per 1,000 gallons**. On Demand Surplus Municipal Water is defined as available Surplus Municipal Water **in excess of three hundred million (300,000,000) gallons**. The minimum requested amount of On Demand Surplus Water shall be more than **fifty million (50,000,000) gallons**, and would be in addition to the purchased Surplus Municipal Water. The maximum amount of On Demand Surplus Municipal Water that can be requested per year is **two hundred million (200,000,000) gallons** and would be in addition to purchased Surplus Municipal Water. Use of On Demand Surplus Municipal Water would require NORMAN to request in writing the use of this water and DEL CITY to approve in writing the use of this water prior to the sale and use of any On Demand Surplus Municipal Water. Use of such water shall be in increments no less than fourteen 24-hour consecutive days. NORMAN shall pay DEL CITY in full within 60 days of each month for the use of any On Demand Surplus Municipal Water. DEL CITY may curtail or cancel the use of On Demand Surplus Municipal Water at their sole discretion.

11. BILLING AND WATER USAGE STATEMENTS: DEL CITY will provide invoice receipt for NORMAN after receiving payment for the purchase of Surplus Municipal Water. COMCD provides monthly usage statements and charts which reflect the current status of allocated water including yearly allocation, Surplus Municipal Water allocations, and On Demand Surplus allocations. COMCD will revise their monthly usage statement and charts upon written notification from the cities. NORMAN will request in writing to DEL CITY and COMCD of their desire to purchase the quantity of On Demand Surplus Water if needed. DEL CITY will invoice NORMAN for requested and approved water purchases shown on COMCD monthly usage statement and charts. During times when On Demand Surplus Water has been purchased by NORMAN, COMCD shall consider all water used thereafter, up to the amount of On Demand Surplus Water purchased, to be On Demand Surplus Water. The time period for the accounting of On Demand Surplus Water shall be in 24 hour day increments, beginning and ending at midnight each day. NORMAN will pay to DEL CITY the amount stated in the billing statements sent to NORMAN within sixty (60) days of the receipt of each such billing statement.

12. DEL CITY AND NORMAN USE OF TEMPORARY WATER: DEL CITY and NORMAN shall retain full rights to use temporary water in accordance with applicable contracts with COMCD.

13. EMERGENCY CONDITIONS: This AGREEMENT defines emergency conditions as follows:

13.1 COMCD determination of emergency conditions, includes but are not limited to, droughts, contamination, weather events, etc.

13.2 DEL CITY determination of emergency conditions, includes but are not limited to, droughts, contamination, terrorism, weather events, two or more DEL CITY water wells unable to produce drinking water, catastrophic infrastructure damage, large grass and structure fires, major acts of God, etc.



14. TAX PROVISIONS: NORMAN acknowledges that DEL CITY has advised NORMAN that the requirements of the Internal Revenue Code of 1986 and regulations adopted thereunder (collectively, the “Code”) applicable to obligations issued and to be issued by DEL CITY to finance water facilities must be complied with in order for interest on such obligations to be and remain exempt from Federal income taxation. To ensure and maintain compliance with such Code requirements, DEL CITY/NORMAN makes the following covenants:

- a. NORMAN will not sell any water purchased under this Agreement in any manner that would cause such sale to result in any facility of DEL CITY being deemed to be used for a private business under the Code.
- b. NORMAN currently provides service to the University of Oklahoma who provides service to other tenants or users on their premises. NORMAN will not resell any water purchased under this Agreement, whether directly or as a part of a sale of water from NORMAN’s water system, to a wholesale purchaser for resale by such purchaser other than to the University of Oklahoma.
- c. NORMAN will not enter into any agreement for water purchased under this AGREEMENT and resold to NORMAN’S retail customers except for arrangements for water sale that is available to the general public at either (i) no charge, or (ii) on the basis of rates that are generally applicable and uniformly applied, it being understood that for this purpose, rates may be treated as general applicable and uniformly applied, it being understood that for this purpose, rates may be treated as generally applicable and uniformly applied even if (x) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (y) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates and the rates established are as comparable as reasonably possible to the generally applicable rates.
- d. NORMAN will not enter into any arrangement for water purchased under this AGREEMENT and resold to NORMAN’S retail customers that conveys priority rights or other preferential benefits or that would obligate any retail customers to make payments that are not contingent on the amount of water purchased by such customer such as take or pay or take and pay contracts.
- e. In the event such Code requirements, or interpretations thereof, change after the date hereof, any or all of the foregoing may be modified, by notice in writing from DEL CITY to NORMAN based on the advice of counsel, to reflect such changes.
- f. NORMAN represents and confirms that the Norman Utilities Authority is a public trust created and existing under the laws of the State of



Oklahoma for the benefit of the City of Norman, Oklahoma, and covenants that it will continue to be such a public trust for the term of this AGREEMENT. NORMAN further represents and confirms that it is exempt and will remain exempt from Federal income taxation for the term of this AGREEMENT and, by virtue of such exemption, has not filed or paid and will not file or pay any Federal income tax returns for the term of this Agreement.

15. LIABILITY: Having considered the potential liabilities that may exist during the performance of the services, the NORMAN fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, DEL CITY, NORMAN and COMCD agree to allocate and limit such liabilities in accordance with this Article to the extent permitted by Oklahoma statutes, constitution, and case law.

15.1 Consequential Damages. To the extent permitted by Oklahoma statutes, constitution, and case law, DEL CITY shall not be liable to NORMAN or COMCD, NORMAN shall not be liable to DEL CITY or COMCD, and COMCD shall not be liable to DEL CITY or NORMAN for any special, indirect or consequential damages resulting in any way from the performance of this AGREEMENT.

15.2 Remedies and Indemnification for Breach of Tax Covenants. The parties agree that (a) the provisions of Paragraph 15. of this AGREEMENT constitute material terms and conditions of this Agreement; (b) COMCD, DEL CITY each has the right to terminate this Agreement by giving thirty (30) days written notice to NORMAN in the event DEL CITY or COMCD determines, in good faith, that Norman has breached any part of Paragraph 15. of this AGREEMENT; and (c) because of the importance to DEL CITY of preserving the tax-exempt treatment of the interest on its obligations, determinations by the DEL CITY, in good faith, as to NORMAN'S compliance with the provisions of Paragraph 14 and its subparts herein shall be conclusive. Notwithstanding the foregoing, NORMAN agrees to indemnify and hold harmless DEL CITY for all costs incurred by DEL CITY, including reasonable fees of counsel and other professional, with respect to any action required to be taken by DEL CITY to prevent, defend or settle any threatened, preliminary or final action or investigation by the Internal Revenue Service questioning or attacking the tax-exempt status under the Code of the interest on obligations issued by DEL CITY arising from any violation by NORMAN of Paragraph 14 and its subparts herein, except to the extent such violation results from any sale or resale approved in writing by DEL CITY in its sole discretion. Any provisions contained herein which provide for indemnification shall not apply to the United States in the event that it or one of its agencies becomes a successor in interest to NORMAN. This Section shall survive the expiration or earlier termination of this Agreement.



- 15.3 Survival. Upon completion of all obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason, the terms and conditions of this Paragraph 15 and all its subparagraphs shall survive.

16. TERM OF AGREEMENT: The initial term of this AGREEMENT is from October 1, 2024 to September 30, 2025. Then the term shall be from October 1 through September 30 each year. It is the intent of the parties to have this Agreement in place for ten (10) years, including the initial term with expiration on September 30, 2034, subject to DEL CITY, COMCD and NORMAN approval. At the renewal of each contract year, the price for Surplus Municipal Water and On Demand Surplus Water will increase by 1.5% over the previous year. The foregoing notwithstanding, the provision of Surplus Municipal Water or On Demand Surplus Municipal Water by COMCD to NORMAN may be terminated for failure to timely pay for such water as provided in this AGREEMENT. This Agreement is meant to be a utilized Agreement.

17. FORCE MAJEURE: Neither DEL CITY, COMCD, or NORMAN shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For the purposes of this AGREEMENT, such circumstances include, but are not limited to: abnormal weather conditions; unforeseen emergency causing infrastructure failure; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits; licenses; or authorization from any local, state, or federal agency for anything required to be provided by either DEL CITY, COMCD, or NORMAN under this AGREEMENT.

18. NONPERFORMANCE: Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

19. COMMUNICATION: Any communication required by this AGREEMENT shall be made in writing to the addresses specified below:

NORMAN: Norman Utilities Authority  
ATTN: Director of Utilities  
225 N. Webster Ave  
Norman, OK 73070-0370

And

City Attorney  
City of Norman  
201 W. Gray Street  
Norman, OK 73069  
City.attorney@normanok.gov

CITY OF DEL CITY: Del City Municipal Services Authority  
P.O. Box 15177

SURPLUS MUNICIPAL WATER SALE  
FROM DEL CITY TO NORMAN



Del City, OK 73155  
Attn: Trust Manager

And

City Attorney

City of Del City  
3701 SE 15<sup>th</sup> Street  
Del City, OK 73115  
[legal@cityofdelcity.org](mailto:legal@cityofdelcity.org)

COMCD: Central Oklahoma Master Conservancy District  
ATTN: General Manager  
12500 Alameda Drive  
Norman, OK 73026

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of NORMAN, DEL CITY and COMCD.

20. WAIVER OF BREACH: Any waiver by DEL CITY, NORMAN, or COMCD of any breach of this AGREEMENT shall be in writing. Such waiver shall not affect the waiving party's right with respect to any other or further breach.

21. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

22. AMENDMENT: This AGREEMENT represents the entire and integrated AGREEMENT between NORMAN, DEL CITY and COMCD. Except as otherwise specified herein, this AGREEMENT supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT may only be changed by written amendment executed by both parties.

23. CITY CONTRACTS WITH COMCD: Nothing in this AGREEMENT supersedes, amends, or abrogates any of the provisions of the Del City contract with COMCD or the Norman contract with COMCD.

[Remainder of page intentionally left blank.]



IN WITNESS WHEREOF, NORMAN, DEL CITY and COMCD have executed this AGREEMENT.

**NORMAN UTILITIES AUTHORITY**

Approved by NORMAN this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

NORMAN UTILITIES AUTHORITY

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Reviewed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
General Counsel for Norman Utilities Authority

**CITY OF DEL CITY/DEL CITY MUNICIPAL SERVICES AUTHORITY**

Approved by DEL CITY MUNICIPAL SERVICES AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

DEL CITY MUNICIPAL SERVICES  
AUTHORITY

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Reviewed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Attorney for Del City Municipal Services Authority



CITY OF DEL CITY

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

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

Reviewed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Attorney for City of Del City

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

Approved by COMCD this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CENTRAL OKLAHOMA MASTER  
CONSERVANCY DISTRICT

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Reviewed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Attorney for COMCD



**File Attachments for Item:**

16. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-31: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FELICIA RISH AND ANDREA MONTGOMERY, JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, IN THE AMOUNT OF \$65,198 FOR THE PURCHASE OF REAL ESTATE LOCATED AT 214 SOUTH LAHOMA AVENUE AND BUDGET TRANSFERS TO COVER VARIOUS CLOSING, DUE DILIGENCE AND DEMOLITION COSTS AS OUTLINED IN THE STAFF REPORT.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 7/23/2024

**REQUESTER:** Scott Sturtz, Interim Director of Public Works

**PRESENTER:** Elisabeth Muckala, Asst. City Attorney

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-31: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FELICIA RISH AND ANDREA MONTGOMERY, JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, IN THE AMOUNT OF \$65,198 FOR THE PURCHASE OF REAL ESTATE LOCATED AT 214 SOUTH LAHOMA AVENUE AND BUDGET TRANSFERS TO COVER VARIOUS CLOSING, DUE DILIGENCE AND DEMOLITION COSTS AS OUTLINED IN THE STAFF REPORT.

### **BACKGROUND:**

Areas along the Imhoff Creek channel are recognized as significant flood concern areas and are prone to flash flooding that inundates roads and properties. The portion of the Imhoff Creek channel from Andrews Park south to Lindsey Street have historically flooded and are frequently featured in news reports for their dramatic images of firefighters standing thigh deep in the flood waters in the middle of the street, of cars stranded and filled with water, and of houses damaged. Some of the oldest neighborhoods in Norman were built along this corridor before floodplains were identified and regulated by the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA). The neighborhood along Lahoma was mostly developed in the early 1930s at the same time that the Works Progress Administration channel was built to better control the flow of this creek.

Continued upstream development in the watershed over the next nine decades, along with changes to weather patterns leading to more short duration, high intensity storms has only served to exacerbate these conditions. In particular, there are properties along South Lahoma Avenue that have been identified as repetitive loss properties under FEMA guidelines and the City of Norman Flood Hazard Ordinance. Repetitive loss is defined by FEMA as structures that flood frequently and strain the National Flood Insurance Fund (NFIP). In fact, repetitive loss properties are the biggest draw on the Fund. FEMA has paid almost \$3.5 billion dollars in claims for repetitive loss properties. These properties not only increase the NFIP's annual losses and the need for borrowing; but they drain funds needed to prepare for catastrophic events. Community leaders and residents are also concerned with the repetitive loss problem because residents' lives are disrupted and may be threatened by the continual flooding.



Over the years, there have been a number of efforts aimed at addressing repetitive losses. Federal, state and local flood control and storm-water management projects have been aimed at reducing the risks. Norman has identified in the Norman 2025 Comprehensive Land Use Plan and the Storm Water Master Plan, to “protect environmentally sensitive lands that are generally the least suitable for development, especially flood prone areas . . . .” In 2000, City Council began appropriating funds into the Greenbelt Acquisition Fund. Further, in Resolution R-1011-93, the Norman City Council established criteria for prioritizing the use of Greenbelt Acquisition Funds, including the protection, preservation, and restoration of natural flood plains throughout Norman which serve to protect life and property from damage. However, in recent years, the Greenbelt Acquisition Funds have been diminished.

In 2011, the City purchased five properties adjacent to the south of 820 and 822 E. Main Street that were in the process of being foreclosed. These five properties were in the floodplain and the structures were entirely within the floodway. The properties were purchased using Greenbelt Acquisition Funds. After the purchase, the homes were demolished and sod was installed. In 2015, after historic rainfall, two property owners with properties adjacent to these five came forward and offered to sell their lots to the City so that they would also be demolished and have sod installed. Council approved contracts in 2015 to purchase these properties and remove the structures from the floodway. In May of 2023, the City Council approved K-2223-150, a contract for the purchase of 218 S. Lahoma, to be held as open space following purchase.

## **DISCUSSION:**

In June 2022, several homes along South Lahoma Avenue were flooded. 214 South Lahoma Avenue was one of the properties affected by this flooding. It was determined that the home located on this property met the threshold for a substantially damaged structure under the City Flood Hazard Ordinance. The Flood Hazard Ordinance calls for the substantially damaged property to be brought up to current building requirements in a flood hazard zone. These modifications would include raising the entire structure by approximately 4-5 feet in elevation, and would represent a significant cost to the property owner. After reviewing the requirements, the property owner approached the City about purchasing the property so that it could be dedicated to creating stormwater storage in the Imhoff Creek floodplain. City staff was able to verify with the FEMA Community Rating System (CRS) coordinator that this purchase, with development restrictions on the deed, would qualify for credits through this FEMA program that could potentially lower the City’s overall CRS rating. A lowering in the CRS rating would lower NFIP insurance rates for all citizens of Norman as well as potentially qualifying the City for additional grant funding opportunities.

Contract K-2425-31 provides for the purchase of 214 S. Lahoma Avenue for a purchase price of \$65,198. This amount appears to be well below the market value for the property, as this amount constitutes less than 43% of the Cleveland County Assessor’s “current market value” for the property and is also significantly lower than amounts paid recently for the purchase of similarly-situated properties in the same area. The contract calls for a closing by October 21, 2024, leaving nearly three months (if needed) for the City to perform title inspections and other due diligence to ensure the property meets the purposes for which it is being purchased. The customary closing expenses attributable to the City are estimated to total no more than \$5,000, including the cost to perform an American Land and Title Association title survey. In addition, an



amount not to exceed \$14,000 will be needed to have the structures on the property demolished and disposed of and to rehabilitate the lot after the City takes ownership of the lot.

Following approval of this item, Staff will begin the due diligence process and proceed as quickly to closing as possible. The City's purchase would be "as is", because after closing, the City will demolish the structure and remove all debris from the lot. The City will take ownership under a restricted deed requiring demolition and precluding future development, so that the property may comply with FEMA's Community Rating System (CRS) guidelines allowing for Open Space Preservation (OSP) and Deed Restriction (DR) credits.

Following closing, this parcel will become the responsibility of the Stormwater Maintenance Division to maintain, including mowing and cleanup following storm events. The property will not be used for any development.

Funds for this acquisition, due diligence activities such as surveying, associated closing costs, and structure demolition and lot rehabilitation are available in Drainage Miscellaneous-Other (Account 50599967-46001; Project DR0025 \$1,157.70), savings from FY23 Rolling Meadows Pipe Replacement (Account 50599906-46301; Project DR0029 \$21,843.50) and savings from FY23 Butler Drive (Account 50599968-46101; Project DR0026 \$61,325.77).

#### **RECOMMENDATIONS:**

1. City staff recommends approval of Contract K-2425-31, a contract for the purchase of 214 South Lahoma Avenue via a restricted warranty deed to be held and preserved for the purpose of mitigating future flooding events and obtaining CRS OSP and DR credits.
2. City staff recommends direction by City Council for City Staff and the City Manager to take all steps, and execute all documents, as necessary and appropriate to commensurate the purchase of the property according to the terms of this agreement.
3. City staff recommends transfer of funds from Account 50599906-46301; Project DR0029 in the amount of \$21,843.50 and Account 50599968-46101; Project DR0026 in the amount of \$61,325.77 to Account 50599967-46001; Project DR0025.



**CONTRACT FOR THE SALE OF REAL ESTATE**

This contract is entered into between **Felicia Rish and Andrea Montgomery, joint tenants with rights of survivorship**, located at 4501 SE 110<sup>th</sup> St., Oklahoma City, OK 73165 (collectively the "Seller") and the City of Norman, located at 201 W. Gray St. Norman, OK 73069 ("Buyer").

Upon approval of this Contract by both Seller and Buyer, evidenced by their signatures hereto a valid and binding contract of sale shall exist, the terms and conditions of which are as follows:

**1. SALE.** Seller agrees to sell and convey to Buyer by restricted Warranty Deed, in the form attached hereto, and Buyer agrees to purchase the following described real estate (the "Property") located in Cleveland County, Oklahoma together with all improvements thereon, if any, in their present condition, ordinary wear and tear expected, and including the following personal property:

Legal Description:

Lot Five (5), in Block Two (2), of EAGLETON ADDITION, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Property Address: **214 South Lahoma Avenue, Norman, OK 73072**

**2. PURCHASE PRICE.** The total purchase price is SIXTY FIVE THOUSAND ONE HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$65,198.00) payable by Buyer in cash cashier's check, certified check, or electronic funds upon delivery of deed (the "Closing"). There shall be no Earnest payment required by this Contract.

**3. TITLE:** Upon full and complete payment as specified and fulfillment of all the stipulations herein, the Seller shall execute a deed of conveyance, in the form attached hereto as **Exhibit A**, with the usual covenants and warranty to the Buyer together with abstract showing merchantable title in and to the Property.

**4. TAXES AND PRORATIONS.**

(A) The Seller shall pay in full:

(i) all special assessments against the Property upon the date of Closing, whether or not payable in installments;

(ii) all taxes, other than general ad valorem taxes for the current calendar year which are a lien on the Property upon the date of Closing; and

(iii) the cost of any item of workmanship or material furnished on or prior to the date of Closing which is or may become a lien on the Property.

(B) Unless otherwise specified in paragraph B, the following items shall be prorated between Seller and the Buyer as of the date of Closing:



(i) rents, if any, and;

(ii) general ad valorem taxes for the current calendar year, provided that, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year. As Buyer is a public entity, under no circumstances shall Buyer be responsible for the payment of any ad valorem taxes charged to the Property after the date of Closing.

**5. CONDITION OF PROPERTY.** As of the date of this Contract, a structure exists upon the Property. Excepting any warranties provided in Exhibit A hereto, the Buyer agrees to accept the Property "AS-IS" in its present condition.

**6. CLOSING AND ASSOCIATED COSTS.** The Closing shall be held as soon as practicable but not later than **October 21, 2024**. Where valid title objections require correction, the Closing may be extended for 30 additional days at the option of the Buyer. Unless otherwise agreed in writing, possession shall be transferred at Closing. Unless otherwise provided herein, Seller and Buyer shall each pay their respective share of Closing costs.

**7. BREACH OR FAILURE TO CLOSE.** If any Party breaches any provision of this Contract, the other Party may provide notice of its intent to terminate this provision. If, for any reason prior to closing the City determines the Property is no longer suitable or desirable, the City may provide notice of its termination this Contract.

**8. SPECIAL CONDITIONS.** None.

**9. EFFECT:** This Contract shall be executed in duplicate and, when executed by both Seller and Buyer, shall be binding upon and in and inure to the benefit of Seller and Buyer, their heirs, legal representatives, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended or modified by a written agreement signed by Seller and Buyer. In executing this Contract, both Seller and Buyer agree to the terms of the Receipt contained below.



Approved by Seller this 17th day of July 2024

**Felicia Rish, Joint Tenant with ROS**

Felicia M Rish

Digitally signed by Felicia M Rish  
DN: C=US, E=MVPInvest.OK@gmail.com, CN=Felicia M Rish  
Date: 2024.07.17 12:53:47 -0500

Address: 2400 Watermark Blvd, #1023  
Oklahoma City, OK 73134

**Andrea Montgomery, Joint Tenant with ROS**

Andrea Montgomery

Digitally signed by Andrea Montgomery  
DN: C=US, E=MVPInvest.ok@gmail.com, CN=Andrea  
Montgomery  
Date: 2024.07.17 12:55:48 -0500

Address: 13288 SW Bishop Road  
Cache, OK 73527

Approved by Buyer this \_\_\_\_ day of July, 2024

**City of Norman**

Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

Approved as to form and legality this 18  
day of July, 2024.

*Chisabeth Muchala*

City Attorney's Office



Return to: City of Norman  
Attn: Beth Muckala  
201 West Gray Street  
Norman OK, 73069

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT **Felicia Rish and Andrea Montgomery, joint tenants with rights of survivorship (“Grantor”)**, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the **City of Norman, Oklahoma, a Municipal Corporation (“City”)**, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

**All of Lot Seven (5), in Block Two (2), of EAGLETON ADDITION, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof (“Property”).**

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said City, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, **EXCEPT THAT the Property must immediately be rendered vacant, and shall remain vacant, of all structures. The City shall not, nor may any future owner, construct any new buildings on the Property. This restriction shall run as a covenant with the land and may not be removed by any act of the City or private party, but may instead only be removed by entry of an order by a court of competent jurisdiction for just cause.**

Signed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2024.

SELLERS:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Felicia Rish Name: Andrea Montgomery  
Title: Joint Tenant with Right of Survivorship Title: Joint Tenant with Right of Survivorship

EXEMPT FROM DOCUMENTARY STAMPT TAX O.S. TITLE 68, ARTICLE 32, SECTION 3202, PARAGRAPH 11.

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

REPRESENTATIVE ACKNOWLEDGEMENT

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared **Felicia Rish and Andrea Montgomery, Joint Tenants with Rights of Survivorship**, and to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_ Notary Public: \_\_\_\_\_

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved and accepted by the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Clerk  
SEAL:



**File Attachments for Item:**

17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-11: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE MUNICIPAL AUTHORITY, AUTHORIZING AND APPOINTING CROSSLAND CONSTRUCTION, INC., AS PROJECT AGENT FOR THE REPLACEMENT OF THE GENERATOR FOR BUILDING 201 ASSOCIATED WITH IMPROVEMENTS FOR THE MUNICIPAL COMPLEX RENOVATION PROJECT FOR THE CITY OF NORMAN.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/23/2024

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-11: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, THE MUNICIPAL AUTHORITY, AUTHORIZING AND APPOINTING CROSSLAND CONSTRUCTION, INC., AS PROJECT AGENT FOR THE REPLACEMENT OF THE GENERATOR FOR BUILDING 201 ASSOCIATED WITH IMPROVEMENTS FOR THE MUNICIPAL COMPLEX RENOVATION PROJECT FOR THE CITY OF NORMAN.

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# Resolution

R-2425-11

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY, AUTHORIZING AND APPOINTING CROSSLAND CONSTRUCTION, INC., AS PROJECT AGENT FOR THE REPLACEMENT OF THE GENERATOR FOR BUILDING 201 ASSOCIATED WITH IMPROVEMENTS FOR THE MUNICIPAL COMPLEX RENOVATION PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Crossland Construction, Inc., for the replacement of the generator for building 201 associated with improvements for the Municipal Complex Renovation Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Crossland Construction, Inc., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Crossland Construction, Inc., to purchase materials which are in fact used for the replacement of the generator for building 201 associated with improvements for the Municipal Complex Renovation Project and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Crossland Construction, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AND THE TRUSTEES OF THE NORMAN MUNICIPAL AUTHORITY:

- § 4. That the City of Norman, Oklahoma, on the 23<sup>rd</sup> day of July, 2024, did appoint Crossland Construction, Inc., who is involved in the replacement of the generator for building 201 associated with improvements for the Municipal Complex Renovation Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the replacement of the generator for building 201 associated with improvements for the Municipal Complex Renovation Project.

PASSED AND ADOPTED THIS 23<sup>rd</sup> day of July, 2024.

\_\_\_\_\_  
Larry Heikkila, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk

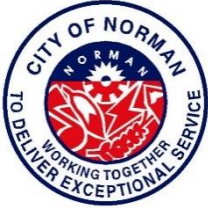




**File Attachments for Item:**

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-12: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING ACOG TAP FUNDING FOR TRANSPORTATION ALTERNATIVES FOR THE PEDESTRIAN CROSSING SYSTEMS ON 36<sup>TH</sup> AVENUE NW AND ON 24<sup>TH</sup> AVENUE NE.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 7/23/2024

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-12: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING ACOG TAP FUNDING FOR TRANSPORTATION ALTERNATIVES FOR THE PEDESTRIAN CROSSING SYSTEMS ON 36<sup>TH</sup> AVENUE NW AND ON 24<sup>TH</sup> AVENUE NE.

### BACKGROUND:

The Association of Central Oklahoma Governments (ACOG) Transportation Alternatives Program (TAP) program has historically provided funding for projects and programs defined as transportation alternatives that advance non-motorized transportation opportunities, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, historic transportation preservation, environmental mitigation and vegetation management activities; recreational trail programs; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways. TAP continues to build upon the legacy of the Transportation Enhancements (TE) and Safe Routes to Schools (SRTS) programs by providing funding opportunities for local projects that support additional transportation options, strengthen local economies, improve quality of life, protect the natural environment, and enhance transportation infrastructure.

Funds set aside for ACOG TAP include all projects and activities that were previously eligible under TA, encompassing a variety of transportation projects that prioritize safety, comfort, and connectivity to destinations for all people who use the street network such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to Stormwater and habitat connectivity. The call for projects, through the (ACOG), is now open and will remain open through September 3, 2024.



**DISCUSSION:**

The crossing of 36<sup>th</sup> Avenue NW at All Saints Catholic School as well as the crossing of 24<sup>th</sup> Avenue NE at Creighton Drive (location map attached) have been the subject of much discussion and study over the past year. The proposed project would include new pedestrian signs at both locations to include push button actuated rectangular rapid flashing beacons comprised of LED lights to alert motorists of pedestrians needing to cross either road. This technology has been successfully deployed at numerous other locations in Norman. Each one of these projects helps increase pedestrian mobility in Norman. If City Council approves this programming resolution, staff will submit an application for these pedestrian crossing systems on both 36<sup>th</sup> Avenue NW as well as 24<sup>th</sup> Avenue NE.

The call for projects documentation indicates that this round of TAP funding is for federal fiscal year 2024-2025 (FFY 2025). City Staff would complete the plans in-house so the only cost to the City would be the 20% City share of construction, which is estimated at \$13,600. The engineer's estimate for the projects is \$67,497.29 and is attached. City staff could re-allocate these funds within the FYE 2025 City budget, and bid the project through ODOT early in 2025 so the funds are spent in FFY 2025. In that case, construction of these two pedestrian crossing systems might take place in spring 2025.

**RECOMMENDATION:**

Staff recommends approval of Resolution R-2425-12 (Pedestrian Crossing Systems on 36<sup>th</sup> Avenue NW and on 24<sup>th</sup> Avenue NE) requesting ACOG TAP funding to provide 80% of the anticipated \$67,497.29 construction cost.



# Resolution

R-2425-12

## A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING ACOG TA FUNDING FOR TRANSPORTATION ALTERNATIVES PROGRAM FOR THE PEDESTRIAN CROSSING SYSTEMS ON 36<sup>TH</sup> AVENUE NW AND ON 24<sup>TH</sup> AVENUE NE

- § 1. WHEREAS, Federal ACOG TAP funds have been made available for the construction of eligible projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected two pedestrian crossing system projects described as follows:

**Establishment of pedestrian crossing systems, including push button activated rectangular rapid flashing beacons, on 36<sup>th</sup> Avenue NW at All Saints Catholic School and on 24<sup>th</sup> Avenue NE at Creighton Drive**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$68,000 and Federal participation under the terms of the ACOG TAP funding for transportation alternatives, is hereby requested in the amount of \$54,400 or 80% of the construction cost; and
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications. and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (EPA) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (NPDES) permit with the EPA which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and





R-2425-12

- § 9. WHEREAS, the City of Norman further agrees to deposit with the Oklahoma Department of Transportation the matching funds required (20% of the construction cost) 30 days after approval by the Federal Highway Administration.

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

- § 10. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

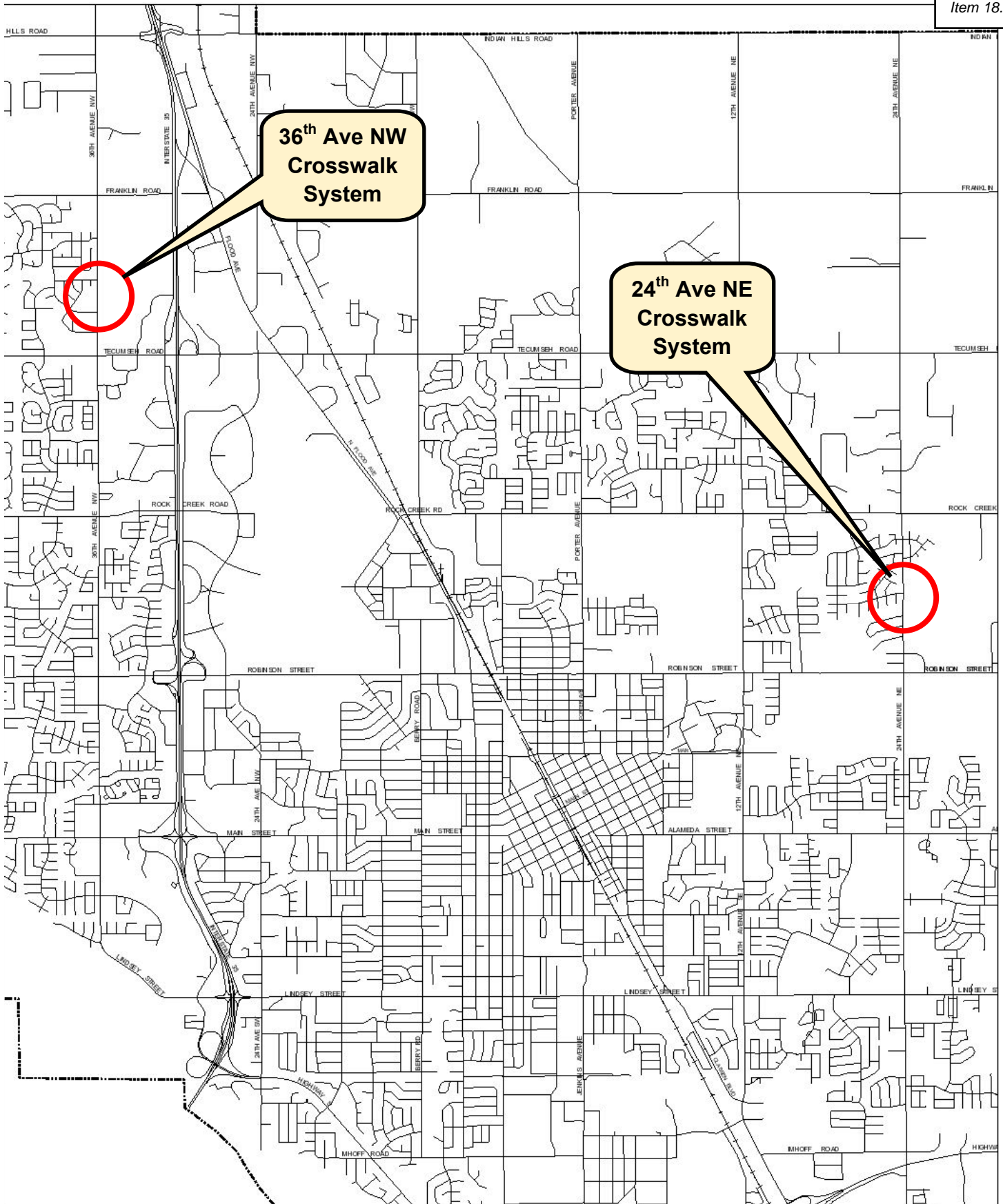
PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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







**CLEVELAND COUNTY  
CITY OF NORMAN**  
Project Number: XXXX-XXXX(XXX)XX  
Job Number: XXXXX(XX)

**Estimate TAP Pedestrian Crossing Systems  
at Two Locations in the City of Norman**

ITEM	NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
850(D)	1510	SPECIAL SIGNS	EACH	5	\$ 9,545.58	\$ 47,727.90
880(B)	6320	CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF	SD	180	\$ 2.00	\$ 360.00
880(H)	6910	CONES (36" LARGE)	SD	1800	\$ 2.50	\$ 4,500.00
641	2110	MOBILIZATION	L SUM	1	\$ 5,300.00	\$ 5,300.00
						<b>\$ 57,887.90</b>

Construction Inspection and Administration x 6% \$ 3,473.27

**SUB-TOTAL \$ 61,361.17**

Contingencies x 10% \$ 6,136.12

**TOTAL \$ 67,497.29**

Prepared by David R. Riesland, P.E.

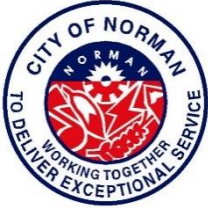
Date: July 9, 2024



**File Attachments for Item:**

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-13: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING ACOG TAP FUNDING FOR A PEDESTRIAN HYBRID BEACON SIGNAL ON 36<sup>TH</sup> AVENUE NW AT RUBY GRANT PARK.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 7/23/2024

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-13: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING ACOG TAP FUNDING FOR A PEDESTRIAN HYBRID BEACON SIGNAL ON 36<sup>TH</sup> AVENUE NW AT RUBY GRANT PARK.

### BACKGROUND:

The Association of Central Oklahoma Governments (ACOG) Transportation Alternatives Program (TAP) program has historically provided funding for projects and programs defined as transportation alternatives that advance non-motorized transportation opportunities, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, historic transportation preservation, environmental mitigation and vegetation management activities; recreational trail programs; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways. TAP continues to build upon the legacy of the Transportation Enhancements (TE) and Safe Routes to Schools (SRTS) programs by providing funding opportunities for local projects that support additional transportation options, strengthen local economies, improve quality of life, protect the natural environment, and enhance transportation infrastructure.

Funds set aside for ACOG TAP include all projects and activities that were previously eligible under TE, encompassing a variety of transportation projects that prioritize safety, comfort, and connectivity to destinations for all people who use the street network such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to Stormwater and habitat connectivity. The call for projects, through the (ACOG), is now open and will remain open through September 3, 2024.



**DISCUSSION:**

The establishment of a pedestrian hybrid beacon signal on 36<sup>th</sup> Avenue NW at the entrance to Ruby Grant Park (location may attached) has been the subject of much discussion and study over the past couple of years. The proposed project would install the City's first pedestrian hybrid beacon to facilitate pedestrian movements to and from Ruby Grant Park across 36<sup>th</sup> Avenue NW. The system would display red indications, much like a standard traffic signal, when pedestrians are present needing to cross 36<sup>th</sup> Avenue NW to and from Ruby Grant Park. This technology has been successfully deployed at numerous other locations in the Oklahoma City Metro Area but would be the first for Norman. This project will help to increase pedestrian mobility in Norman. If City Council approves this programming resolution, staff will submit an application for the pedestrian hybrid beacon signal on 36<sup>th</sup> Avenue NW at the entrance to Ruby Grant Park.

The call for projects documentation indicates that this round of TAP funding is for federal fiscal year 2024-2025 (FFY 2025). City Staff would complete the plans in-house so the only cost to the City would be the 20% City share of construction, which is estimated at \$38,864. The engineer's estimate for the projects is attached. City staff may recommend the re-allocation of Capital Project Funds in FYE 2025 and bid the project through ODOT on or before October 2024 so the funds are spent in FFY2025. In that case, construction of these two pedestrian crossing systems might take place in early 2025.

**RECOMMENDATION:**

Staff recommends approval of Resolution R-2425-13 (Pedestrian Hybrid Beacon on 36<sup>th</sup> Avenue NW for Ruby Grant Park) requesting ACOG TAP funding to provide 80% of the anticipated \$194,316 construction cost.



# Resolution

R-2425-13

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING ACOG TA FUNDING FOR TRANSPORTATION ALTERNATIVES PROGRAM FOR THE INSTALLATION OF A PEDESTRIAN HYBRID BEACON ON 36<sup>TH</sup> AVENUE NW AT THE ENTRANCE TO RUBY GRANT PARK.**

- § 1. WHEREAS, Federal ACOG TAP funds have been made available for the construction of eligible projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected two pedestrian crossing system projects described as follows:

**Establishment of a Pedestrian Hybrid Beacon on 36<sup>th</sup> Avenue NW at the Entrance to Ruby Grant Park in Norman.**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$194,315.30 and Federal participation under the terms of the ACOG TAP funding for transportation alternatives, is hereby requested in the amount of \$155,452.24 or 80% of the construction cost; and
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications. and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (EPA) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (NPDES) permit with the EPA which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and





**R-2425-13**

- § 9. WHEREAS, the City of Norman further agrees to deposit with the Oklahoma Department of Transportation the matching funds required (20% of the construction cost) 30 days after approval by the Federal Highway Administration.

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

- § 10. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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





## ENGINEER'S ESTIMATE

City of Norman Project No. K-1213-170  
HAWK Signal

## BASE BID

LINE NO.	ITEM NO.		ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	201(A)	1200	CLEARING AND GRUBBING	LSUM	1	\$2,500.00	\$2,500.00
2	202(A)	2200	UNCLASSIFIED EXCAVATION	CY	9	\$20.00	\$180.00
3	205(A)	6200	TYPE A - SALVAGED TOPSOIL	LSUM	1	\$1,500.00	\$1,500.00
4	230(A)	7200	SOLID SLAB SODDING	SY	380	\$5.00	\$1,900.00
5	231(A)	8200	TREES	EA	5	\$250.00	\$1,250.00
6	609(A)	4230	CONCRETE CURB (6" BARRIER-INTEGRAL)	LF	40	\$15.00	\$600.00
7	610(A)	5200	4" CONCRETE SIDEWALK	SY	145	\$70.00	\$10,150.00
8	610(A)	5210	5" CONCRETE SIDEWALK	SY	30	\$80.00	\$2,400.00
9	610(B)	5300	6" CONCRETE DRIVEWAY (H.E.S.)	SY	23	\$100.00	\$2,300.00
10	610(I)	6010	TACTILE WARNING DEVICE - NEW	SF	60	\$40.00	\$2,400.00
11	619(A)	6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1	\$2,500.00	\$2,500.00
12	619(B)	6300	REMOVAL OF CURB & GUTTER	LF	24	\$5.00	\$120.00
13	619(B)	6380	REMOVAL OF CONCRETE DRIVEWAY	SY	15	\$25.00	\$375.00
14	619(B)	6404	REMOVAL OF SIDEWALK	SY	87	\$15.00	\$1,305.00
15	619(C)	6600	SAWING PAVEMENT	LF	90	\$15.00	\$1,350.00
16	641	2110	MOBILIZATION	LSUM	1	\$15,000.00	\$15,000.00
17	642(B)	3300	CONSTRUCTION STAKING LEVEL II	LSUM	1	\$5,000.00	\$5,000.00
18	802(B)	0324	2" PVC SCH. 40 PLASTIC CONDUIT TRENCHED	LF	50	\$15.00	\$750.00
19	802(B)	0328	3" PVC SCH. 40 PLASTIC CONDUIT BORED	LF	65	\$45.00	\$2,925.00
20	802(B)	0332	3" PVC SCH. 40 PLASTIC CONDUIT TRENCHED	LF	40	\$17.00	\$680.00
21	803(A)	1210	PULL BOX (SIZE 1)	EA	2	\$1,000.00	\$2,000.00
22	804(A)	2200	STRUCTURAL CONCRETE	CY	8.6	\$980.00	\$8,428.00
23	804(B)	2300	REINFORCING STEEL	LB	1,215	\$2.50	\$3,037.50
24	806(A)	4268	32" MH POLE 60' TS & 10' LMA (G. STL.)	EA	1	\$30,000.00	\$30,000.00
25	806(B)	4408	10' MTG. HT. TS PED. POLE (G. STL.)	EA	2	\$1,000.00	\$2,000.00
26	809(A)	7200	ROADWAY LUMINAIRE	EA	1	\$1,100.00	\$1,100.00
27	810(A)	8200	SERVICE POLE	EA	1	\$2,500.00	\$2,500.00
28	811	9120	1/C NO. 6 ELECTRICAL CONDUCTOR	LF	90	\$4.00	\$360.00
29	811	9130	1/C NO. 10' ELECTRICAL CONDUCTOR	LF	120	\$3.00	\$360.00
30	825	8100	TRAFFIC SIGNAL CONTROLLER ASSEMBLY	EA	1	\$35,000.00	\$35,000.00
31	830	2100	PEDESTRIAN PUSH BUTTON	EA	2	\$2,400.00	\$4,800.00
32	831	3116	1 WAY 2 SEC. ADJ. SIG. HD. S-20	EA	2	\$800.00	\$1,600.00
33	831	3120	1 WAY 3 SEC. ADJ. SIG. HD. S-6	EA	4	\$850.00	\$3,400.00
34	833	5100	BACKPLATE	EA	4	\$250.00	\$1,000.00
35	834(A)	6205	5/C TRAFFIC SIGNAL ELECTRICAL CABLE	LF	175	\$3.00	\$525.00
36	850(A)	1200	SHEET ALUMINUM SIGNS	SF	50	\$30.00	\$1,500.00
37	850(C)	1410	INSTALL MAST ARM MOUNTED ALUM SIGNS	SF	22	\$80.00	\$1,760.00
38	851(C)	2415	2" SQUARE TUBE POST	LF	50	\$5.00	\$250.00
39	855(A)	7215	TRAFFIC STRIPE (PLASTIC) (24" WIDE)	LF	110	\$10.00	\$1,100.00
40	880(J)	7110	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$3,500.00	\$3,500.00

  
  
 LICENSED PROFESSIONAL ENGINEER SEAL

7/10/2024

BASE BID	\$159,405.50
15% Contingency	\$23,910.83
6% Construction Engineering and Testing	\$10,998.98
<b>Total</b>	<b>\$194,315.30</b>



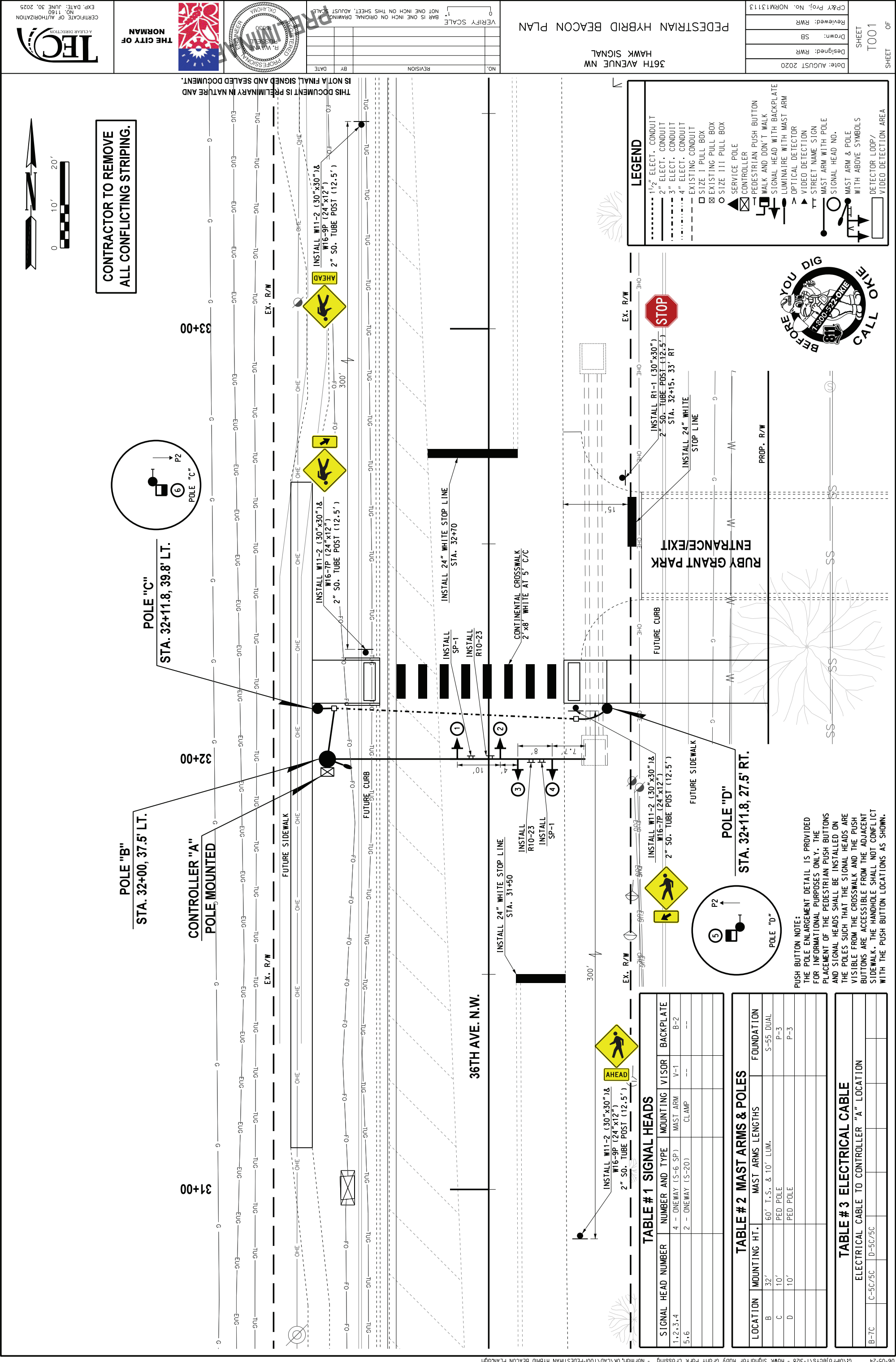


TABLE # 1 SIGNAL HEADS					
SIGNAL HEAD NUMBER	NUMBER AND TYPE	MOUNTING	VISOR	BACKPLATE	
1-2, 3, 4	4 - ONEWAY (S-6 SP)	MAST ARM	V-T	B-2	
5, 6	2 - ONEWAY (S-20)	CLAMP	--	--	

TABLE # 2 MAST ARMS & POLES		
LOCATION	MOUNTING HT.	MAST ARMS LENGTHS
B	32'	60' T.S. & 10' LUM.
C	10'	PED POLE
D	10'	PED POLE

TABLE # 3 ELECTRICAL CABLE			
ELECTRICAL CABLE TO CONTROLLER "A" LOCATION			
B-7C	C-5C/5C	D-5C/5C	

**LEGEND**

- 1 1/2" ELECT. CONDUIT
- 2" ELECT. CONDUIT
- 3" ELECT. CONDUIT
- 4" ELECT. CONDUIT
- EXISTING CONDUIT
- SIZE 1 PULL BOX
- EXISTING PULL BOX
- SIZE 111 PULL BOX
- SERVICE POLE
- CONTROLLER
- PEDESTRIAN PUSH BUTTON
- WALK AND DON'T WALK
- SIGNAL HEAD WITH BACKPLATE
- LUMINAIRE WITH MAST ARM
- OPTICAL DETECTOR
- VIDEO DETECTION
- STREET NAME SIGN
- MAST ARM WITH POLE
- SIGNAL HEAD NO.
- MAST ARM & POLE
- WITH ABOVE SYMBOLS
- DETECTOR LOOP/VIDEO DETECTION AREA

CP&Y Proj. No. NORM13113

Reviewed: RWR

Drawn: SB

Designed: RWR

Date: AUGUST 2020

SHEET

TOO 1

SHEET OF

36TH AVENUE NW  
HAWK SIGNAL  
PEDESTRIAN HYBRID BEACON PLAN

NO.

REVISION

BY

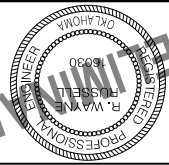
DATE

VERIFY SCALE

0 1"

BAR IS ONE INCH ON THIS SHEET, ADJUST SCALE

NOT ONE INCH ON THIS SHEET, ADJUST SCALE



TEC

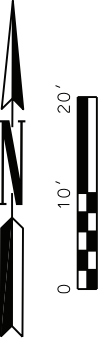
A CULINARY DIRECTION

CERTIFICATE OF AUTHORIZATION

NO. 1160

EXP. DATE: JUNE 30, 2025

CONTRACTOR TO REMOVE  
ALL CONFLICTING STRIPING.





**File Attachments for Item:**

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-54 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT"), 36-516 ("R-2, TWO-FAMILY DWELLING DISTRICT"), AND 36-520 ("R-3, MULTIFAMILY DWELLING DISTRICT"), ALL IN CHAPTER 36 ("ZONING") OF THE CODE OF THE CITY OF NORMAN TO PERMIT R-1 USES FOR UNDERSIZED LOTS WHERE SUBDIVISION EXISTED AT ZONING ORDINANCE ADOPTION OR OCCURRED IN CONFORMITY WITH SECTION 30-605 OF THE NORMAN MUNICIPAL CODE AND ALL BOUNDARY LINES OF THE SUBJECT LOT TOUCH LANDS UNDER OTHER OWNERSHIP; AND PROVIDING FOR THE SEVERABILITY THEREOF.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/23/2024

**REQUESTER:** City of Norman

**PRESENTER:** Jane Hudson, Planning and Community Development Director

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-54 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT"), 36-516 ("R-2, TWO-FAMILY DWELLING DISTRICT"), AND 36-520 ("R-3, MULTIFAMILY DWELLING DISTRICT"), ALL IN CHAPTER 36 ("ZONING") OF THE CODE OF THE CITY OF NORMAN TO PERMIT R-1 USES FOR UNDERSIZED LOTS WHERE SUBDIVISION EXISTED AT ZONING ORDINANCE ADOPTION OR OCCURRED IN CONFORMITY WITH SECTION 30-605 OF THE NORMAN MUNICIPAL CODE AND ALL BOUNDARY LINES OF THE SUBJECT LOT TOUCH LANDS UNDER OTHER OWNERSHIP; AND PROVIDING FOR THE SEVERABILITY THEREOF.

**BACKGROUND:** On March 26, 2024, City Council adopted the Accessory Dwelling Unit Ordinance, Ordinance O-2324-40. Accessory Dwelling Units (ADUs) have been a topic of conversation in Norman in recent years. In 2023, the City contracted with the Strong Towns organization for a 24-month Community Action Lab program. One of the primary suggestions from the Community Action Lab was to explore options for an Accessory Dwelling Unit (ADU) ordinance. The community desired options for incrementally increasing density without overbuilding lots or causing undue strain on infrastructure.

At the December 7, 2023, Business and Community Affairs Council Committee parking requirements were the topic of discussion including the following:

- Should an ADU require two parking spaces on-site;
- How to keep additional on-street parking from possibly affecting adjacent property owners;
- Does requiring two parking spaces cause undue burden to property owners who may be at or near allowable coverage of 65%?

Further discussion determined parking would be required if the ADU is over 650 SF in the following districts: A-1, General Agricultural District, A-2, Rural Agricultural District, RE, Residential Estate Dwelling District, R-1, Single-Family Dwelling District, and R-1-A, Single-Family Attached Dwelling District.



With the ADU Ordinance and the parking amendments in place, Planning staff fielded applications/questions for ADUs on some of the undersized lots within the Core Area of Norman. The Core Area is the older area of Norman and, over the years, many lots were subdivided and developed with single-family structures. While the subdivision code allowed these lots to be utilized pursuant to 30-605, the lots were considered legal nonconforming for the purposes of zoning. Thus, the placement of an ADU would destroy non-conforming status, requiring the entire developed lot to achieve compliance or seek available variances. In order to streamline the placement of ADUs on these undersized lots, that were otherwise allowed to proceed with such development, this proposed amendment amends the zoning code to incorporate the provisions of Section 30-605 of the Subdivision Regulations, such that the undersized nature of the lot will no longer be considered a “non-conformity” and will allow the placement of ADUs without further administrative or other hurdles.

Section 30-605 (Exception From Platting A Single Tract For Single-Family Residential Development), provides as follows:

A building permit shall not be denied for single-family residential development to be located on a tract of land when all of the following conditions are satisfied:

1. The total area owned by the applicant shall have been conveyed by a single deed prior to June 29, 1973, or prior to annexation as part of the City;
2. All required street rights-of-way shall have been previously dedicated; and
3. All required easements shall have been previously granted.

The proposed amendments, all found within the Zoning Ordinance, Section 36 of the Norman Municipal Code, are as follows:

#### **Sec. 36-514. R-1, SINGLE-FAMILY DWELLING DISTRICT**

\* \* \*

(5) *Intensity of use.* There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954, that lot may be used for any of the uses permitted by this section.

#### **SEC. 36-516. – R-2, TWO-FAMILY DWELLING DISTRICT**



\* \* \*

*(5) Intensity of use.*

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling; 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. Where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived (July 13, 1954), that lot may be used only for the uses permitted in R-1, Single-Family Dwelling District.

**SEC. 36-520. – R-3, MULTIFAMILY DWELLING DISTRICT**

\* \* \*

*(5) Intensity of use.*

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling, and 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. Where a lot of less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 having all the boundary lines touching lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954, that lot may be used only for single-family purposes the uses permitted in R-1, Single-Family Dwelling District.

**DISCUSSION:** This proposed amendment is a housekeeping measure for the Zoning Code. The proposed amendment objective is to enhance clarity and ensure consistency in the treatment of these undersized lots for the purposes of subdivision and zoning. The attached ordinance provides for clarification within the Zoning Code and eliminate possible conflicts with the existing Subdivision Regulations and eliminate some procedural hurdles for existing undersized lots meeting the parameters set forth in 30-605.

**RECOMMENDATION:** Staff forwards this possible amendment to Chapter 36, Zoning Ordinance, as Ordinance O-2324-54 for consideration by City Council.

**PLANNING COMMISSION RESULTS:** At their meeting of June 13, 2024, the Planning Commission recommended adoption of Ordinance O-2324-54 by a vote of 9-0.



## Ordinance No. O-2324-54

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 36-514 (“R-1, SINGLE-FAMILY DWELLING DISTRICT”), 36-516 (“R-2, TWO-FAMILY DWELLING DISTRICT”), AND 36-520 (“R-3, MULTIFAMILY DWELLING DISTRICT”), ALL IN CHAPTER 36 (“ZONING”) OF THE CODE OF THE CITY OF NORMAN TO PERMIT R-1 USES FOR UNDERSIZED LOTS WHERE SUBDIVISION EXISTED AT ZONING ORDINANCE ADOPTION OR OCCURRED IN CONFORMITY WITH SECTION 30-605 OF THE NORMAN MUNICIPAL CODE AND ALL BOUNDARY LINES OF THE SUBJECT LOT TOUCH LANDS UNDER OTHER OWNERSHIP; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 36-514 of the Code of the City of Norman shall be amended to read as follows:

**SEC. 36-514. R-1, SINGLE-FAMILY DWELLING DISTRICT**

(a) *Uses permitted.* Property and buildings in an R-1, Single-Family Dwelling District shall be used only for the following purposes:

\* \* \*

(c) *Area Regulations.*

\* \* \*

(5) *Intensity of use.* There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership ~~on the effective date of the ordinance from which this article is derived, July 13, 1954,~~ that lot may be used for any of the uses permitted by this section.

\* \* \* \*

§ 2. That Section 36-516 of the Code of the City of Norman shall be amended to read as follows:

**SEC. 36-516. – R-2, TWO-FAMILY DWELLING DISTRICT**

(a) *Uses permitted.* Property and buildings in an R-2, Two-Family Dwelling District shall be used only for the following purposes:

\* \* \*

(c) *Area Regulations.*

\* \* \*



(5) *Intensity of use.*

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling; 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. Where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership ~~on the effective date of the ordinance from which this article is derived (July 13, 1954)~~, that lot may be used only for the uses permitted in R-1, Single Family Dwelling District.

\* \* \* \*

§ 3. That Section 36-520 of the Code of the City of Norman shall be amended to read as follows:

**SEC. 36-520. – R-3, MULTIFAMILY DWELLING DISTRICT**

(a) *Uses permitted.* Property and buildings in an R-3, Multifamily Dwelling District shall be used only for the following purposes:

\* \* \*

(c) *Area Regulations.*

\* \* \*

(5) *Intensity of use.*

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling, and 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. There shall be a lot area of not less than 9,000 square feet for apartment houses, and 3,000 square feet additional area for each dwelling unit more than three on the lot.

b. Where a lot of less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 having all the boundary lines touching lands under other ownership ~~on the effective date of the ordinance from which this article is derived, July 13, 1954~~, that lot may be used only for ~~single family purposes~~ the uses permitted in R-1, Single Family Dwelling District.

\* \* \* \*

§ 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the



remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this \_\_\_\_\_ day

of \_\_\_\_\_, 2024.

NOT ADOPTED this \_\_\_\_\_ day

of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)



## Ordinance No. O-2324-54

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 36-514 (“R-1, SINGLE-FAMILY DWELLING DISTRICT”), 36-516 (“R-2, TWO-FAMILY DWELLING DISTRICT”), AND 36-520 (“R-3, MULTIFAMILY DWELLING DISTRICT”), ALL IN CHAPTER 36 (“ZONING”) OF THE CODE OF THE CITY OF NORMAN TO PERMIT R-1 USES FOR UNDERSIZED LOTS WHERE SUBDIVISION EXISTED AT ZONING ORDINANCE ADOPTION OR OCCURRED IN CONFORMITY WITH SECTION 30-605 OF THE NORMAN MUNICIPAL CODE AND ALL BOUNDARY LINES OF THE SUBJECT LOT TOUCH LANDS UNDER OTHER OWNERSHIP; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 36-514 of the Code of the City of Norman shall be amended to read as follows:

**SEC. 36-514. R-1, SINGLE-FAMILY DWELLING DISTRICT**

(a) *Uses permitted.* Property and buildings in an R-1, Single-Family Dwelling District shall be used only for the following purposes:

\* \* \*

(c) *Area Regulations.*

\* \* \*

(5) *Intensity of use.* There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership, that lot may be used for any of the uses permitted by this section.

\* \* \* \*

§ 2. That Section 36-516 of the Code of the City of Norman shall be amended to read as follows:

**SEC. 36-516. – R-2, TWO-FAMILY DWELLING DISTRICT**

(a) *Uses permitted.* Property and buildings in an R-2, Two-Family Dwelling District shall be used only for the following purposes:

\* \* \*

(c) *Area Regulations.*

\* \* \*

(5) *Intensity of use.*



a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling; 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. Where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership, that lot may be used only for the uses permitted in R-1, Single Family Dwelling District.

\* \* \* \*

§ 3. That Section 36-520 of the Code of the City of Norman shall be amended to read as follows:

**SEC. 36-520. – R-3, MULTIFAMILY DWELLING DISTRICT**

(a) *Uses permitted.* Property and buildings in an R-3, Multifamily Dwelling District shall be used only for the following purposes:

\* \* \*

(c) *Area Regulations.*

\* \* \*

(5) *Intensity of use.*

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling, and 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. There shall be a lot area of not less than 9,000 square feet for apartment houses, and 3,000 square feet additional area for each dwelling unit more than three on the lot.

b. Where a lot of less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 having all the boundary lines touching lands under other ownership, that lot may be used only for the uses permitted in R-1, Single Family Dwelling District.

\* \* \* \*

§ 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this \_\_\_\_\_ day

NOT ADOPTED this \_\_\_\_\_ day

of \_\_\_\_\_, 2024.

of \_\_\_\_\_, 2024.



---

(Mayor)

---

(Mayor)

ATTEST:

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(City Clerk)



- 7. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-54: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 36-514 (“R-1, SINGLE-FAMILY DWELLING DISTRICT”), 36-516 (“R-2, TWO-FAMILY DWELLING DISTRICT”), AND 36-520 (“R-3, MULTIFAMILY DWELLING DISTRICT”), ALL IN CHAPTER 36 (“ZONING”) OF THE CODE OF THE CITY OF NORMAN TO PERMIT R-1 USES FOR UNDERSIZED LOTS WHERE SUBDIVISION EXISTED AT ZONING ORDINANCE ADOPTION OR OCCURRED IN CONFORMITY WITH SECTION 30-605 OF THE NORMAN MUNICIPAL CODE AND ALL BOUNDARY LINES OF THE SUBJECT LOT TOUCH LANDS UNDER OTHER OWNERSHIP; AND PROVIDING FOR THE SEVERABILITY THEREOF.**

**ITEMS SUBMITTED FOR THE RECORD:**

1. Staff Report
2. Ordinance (annotated)

**Staff Presentation**

Lora Hoggatt, Planning Services Manager, went over the staff report and changes that are requested to the Zoning Code.

**Public Comments**

None

**Commission Discussion**

Michael Jablonski asked for the size and number of lots, to get a sense of how many lots fall under this.

Ms. Hoggatt explained that applicants requesting ADUs with undersized lots are happening more often. Previously they have been directed to Board of Adjustment. Direction from City Council indicates a desire to simplify this oft requested process.

Mr. Jablonski followed up by asking about lot coverage. Ms. Hoggatt confirmed it is staying at 65%.

**Motion** by Maria Kindel to recommend adoption of Ordinance No. O-2324-54 to City Council;  
**Second** by Jim Griffith.

**The motion was passed unanimously with a vote of 9-0.**

**MISCELLANEOUS COMMENTS OF PLANNING COMMISSION AND STAFF**

Jane Hudson, Planning and Community Development Director, gave an update on the AIM Norman Comprehensive Plan process.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 06/13/2024

**REQUESTER:** City of Norman

**PRESENTER:** Lora Hoggatt, Planning Services Manager

**ITEM TITLE:** CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-54: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT"), 36-516 ("R-2, TWO-FAMILY DWELLING DISTRICT"), AND 36-520 ("R-3, MULTIFAMILY DWELLING DISTRICT"), ALL IN CHAPTER 36 ("ZONING") OF THE CODE OF THE CITY OF NORMAN TO PERMIT R-1 USES FOR UNDERSIZED LOTS WHERE SUBDIVISION EXISTED AT ZONING ORDINANCE ADOPTION OR OCCURRED IN CONFORMITY WITH SECTION 30-605 OF THE NORMAN MUNICIPAL CODE AND ALL BOUNDARY LINES OF THE SUBJECT LOT TOUCH LANDS UNDER OTHER OWNERSHIP; AND PROVIDING FOR THE SEVERABILITY THEREOF.

**BACKGROUND:** On March 26, 2024, City Council adopted the Accessory Dwelling Unit Ordinance, Ordinance O-2324-40. Accessory Dwelling Units (ADUs) have been a topic of conversation in Norman in recent years. In 2023, the City contracted with the Strong Towns organization for a 24-month Community Action Lab program. One of the main suggestions from the Community Action Lab was to explore options for an Accessory Dwelling Unit (ADU) ordinance. The community desired options for incrementally increasing density without overbuilding lots or causing undue strain on infrastructure.

At the December 7, 2023, Business and Community Affairs Council Committee parking requirements were the topic of discussion including the following:

- Should an ADU require two parking spaces on-site;
- How to keep additional on-street parking from possibly affecting adjacent property owners;
- Does requiring two parking spaces cause undue burden to property owners who may be at or near allowable coverage of 65%?

Further discussion determined parking would be required if the ADU is over 650 SF in the following districts: A-1, General Agricultural District, A-2, Rural Agricultural District, RE, Residential Estate Dwelling District, R-1, Single-Family Dwelling District, and R-1-A, Single-Family Attached Dwelling District.



With the ADU Ordinance and the parking amendments in place, Planning staff fielded applications/questions for ADUs on some of the smaller lots within the Core Area of Norman. The Core Area is the older area of Norman and, over the years, many lots were subdivided and developed with single-family structures. The subdivision of these lots created nonconforming lots which are now unable to obtain building permits for an ADU. With this proposed amendment, lots complying with the Section 30-605 of the Subdivision Regulations could be eligible for such permits.

### 30-605 Exception From Platting A Single Tract For Single-Family Residential Development

A building permit shall not be denied for single-family residential development to be located on a tract of land when all of the following conditions are satisfied:

1. The total area owned by the applicant shall have been conveyed by a single deed prior to June 29, 1973, or prior to annexation as part of the City;
2. All required street rights-of-way shall have been previously dedicated; and
3. All required easements shall have been previously granted.

Below are the proposed amendments:

#### **Sec. 36-514. R-1, SINGLE-FAMILY DWELLING DISTRICT**

\* \* \*

(5) *Intensity of use.* There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954, that lot may be used for any of the uses permitted by this section.

#### **SEC. 36-516. – R-2, TWO-FAMILY DWELLING DISTRICT**

\* \* \*

(5) *Intensity of use.*

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling; 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. Where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived (July 13, 1954), that lot may be used only for the uses permitted in R-1, Single-Family Dwelling District.

#### **SEC. 36-520. – R-3, MULTIFAMILY DWELLING DISTRICT**

\* \* \*



(5) *Intensity of use.*

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling, and 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. Where a lot of less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 having all the boundary lines touching lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954, that lot may be used only for single-family purposes the uses permitted in R-1, Single-Family Dwelling District.

**DISCUSSION:** This proposed amendment is a housekeeping measure for the Zoning Code. The proposed amendment objective is to enhance clarity and ensure consistency with the subdivision regulations when reviewing a lot for legal subdivision. The attached ordinance provides for clarification within the Zoning Code and eliminate possible conflicts with the existing Subdivision Regulations.

**RECOMMENDATION:** Staff forwards this possible amendment to Chapter 36, Zoning Ordinance, as Ordinance No. O-2324-54 to the Planning Commission for consideration and recommendation to City Council.