CITY OF NORMAN, OK
CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, July 22, 2025 at 6:30 PM

AGENDA

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, 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 call 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 4 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

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-2: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH SEPTEMBER AS NATIONAL SERVICE DOG MONTH IN THE CITY OF NORMAN.

2. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-3: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY 2025, AS DISABILITY PRIDE MONTH IN THE CITY OF NORMAN.

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-4: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING AUGUST 7TH, 2025, AS PURPLE HEART DAY IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 27 be placed on the consent docket.

APPROVAL OF MINUTES

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

   CITY COUNCIL SPECIAL MEETING MINUTES OF JANUARY 28, 2025, AND JUNE 17, 2025.

   CITY COUNCIL CONFERENCE MEETING MINUTES OF MAY 28, 2024; JULY 9, 2024, AND FEBRUARY 11, 2025

   CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MEETING MINUTES OF APRIL 1, 2021; SEPTEMBER 2, 2021; APRIL 7, 2022, AND MAY 5, 2022.

   CITY COUNCIL OVERSIGHT COMMITTEE MEETING MINUTES OF MAY 28, 2025.

First Reading Ordinance

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING 6-209 (“ADOPTION OF THE RESIDENTIAL CODE”) IN ARTICLE 6-II (“CONSTRUCTION CODES”), BOTH IN CHAPTER 6 (“BUILDINGS AND BUILDING REGULATIONS”) IN ORDER TO ESTABLISH A VISITABLE INCENTIVE PROGRAM FOR RESIDENCES THAT ARE BUILT AS VISITABLE DWELLINGS AS DEFINED BY ICC ANSI 117.1; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Reports/Communications

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2025, AND DIRECTING THE FILING THEREOF.

7. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF JUNE 2025.

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

Request for Payment

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2026 DUES ASSESSMENT IN THE AMOUNT OF $87,018.00 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2026.

Easement

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-11: FOR ROULETTE CREEK ESTATES (GENERALLY LOCATED 1,450 FEET SOUTH OF STATE HIGHWAY NO. 9 ON THE WEST SIDE OF 180TH AVENUE S.E.).

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-12: FOR VILLEMARETTE ESTATES AND EASEMENT E-2526-5 AND EASEMENT E-2526-6 (LOCATED ON THE EAST SIDE OF 84TH AVENUE S.E. AND NORTH OF CEDAR LANE ROAD).

Contracts

12. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CHANGE ORDER TWO TO CONTRACT K-2425-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., INCREASING THE CONTRACT AMOUNT BY $25,700.42 FOR A REVISED CONTRACT AMOUNT OF $485,700.42 FOR THE FYE 2025 SIDEWALK CONCRETE PROJECTS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $45,357.67.

13. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF BID 2425-55, CONTRACT K-2526-1, AND CHANGE ORDER ONE TO CONTRACT K-2526-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE, L.L.C., IN THE AMOUNT OF $605,887 FOR THE FYE 2026 SIDEWALK CONCRETE PROJECTS, PERFORMANCE BOND B-2526-1; STATUTORY BOND B-2526-2; MAINTENANCE BOND MB-2526-1, AND RESOLUTION R-2526-1 GRANTING TAX-EXEMPT STATUS.

14. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF BID 2425-59, CONTRACT K-2526-4, AND CHANGE ORDER ONE TO CONTRACT K-2526-4: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND G&S SIGN SERVICES, L.L.C., IN THE AMOUNT OF $209,875 FOR THE INSTALLATION OF WAYFINDING SIGNS PHASE 4 ON 36th AVENUE WEST AND THE PORTER AVENUE/CLASSEN BOULEVARD CORRIDOR AS WELL AS MAINTENANCE BOND MB-2526-3, PERFORMANCE BOND B-2526-5, STATUTORY BOND B-2526-6, RESOLUTION R-2526-10 GRANTING TAX EXEMPT STATUS.

15. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-5: BY AND BETWEEN THE CITY OF NORMAN AND THUNDERBIRD CLUBHOUSE BOARD, INC., IN THE AMOUNT OF $50,000 FOR THE COORDINATION OF ACTIVITIES FOR THE OK504 NORMAN/CLEVELAND COUNTY CONTINUUM OF CARE.

16. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-6: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEIGHBORHOOD ALLIANCE, INC., IN THE AMOUNT OF $50,000 FOR THE NORMAN NEIGHBORS ACTIVITIES.

17. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-7: BY AND BETWEEN THE CITY OF NORMAN AND METROPOLITAN FAIR HOUSING COUNCIL INC., FOR FAIR HOUSING SERVICES AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIRST YEAR ACTION PLAN.

18. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-8: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION, INC., IN THE AMOUNT OF $100,000 FOR THE ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIRST YEAR ACTION PLAN.

19. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-9: BY AND BETWEEN THE CITY OF NORMAN AND ROSE ROCK HABITAT FOR HUMANITY, INC., FOR ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIRST YEAR ACTION PLAN.

20. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-14: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN AFFORDABLE HOUSING CORPORATION, AND NORMAN COMMUNITY HOUSING DEVELOPMENT ORGANIZATION 2015, INC., IN THE AMOUNT OF $342,000 AS AGREED UPON UNDER THE FOLLOWING HOME INVESTMENT PARTNERSHIP PROGRAM FUNDING YEARS; M21; M22; M23; M24; AND M25 FOR THE CONSTRUCTION OF A FOUR BEDROOM STRUCTURE TO BE LOCATED AT 521 LEANING ELM, NORMAN, OKLAHOMA, TO BE UTILIZED AS AFFORDABLE RENTAL HOUSING.

21. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF BID 2425-40 AND CONTRACT K-2526-16: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND CIMARRON CONSTRUCTION COMPANY, IN THE AMOUNT OF $5,499,994 FOR THE LOWER IMHOFF CREEK STABILIZATION PROJECT; PERFORMANCE BOND B-2526-11; STATUTORY BOND B-2526-12; AND MAINTENANCE BOND MB-2526-6; RESOLUTION R-2526-9 GRANTING TAX-EXEMPT STATUS; AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT.

22. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-18: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND AGUIRRE & FIELDS ENGINEERING, FOR DESIGN ENGINEERING OF THE BOYD STREET SIDEWALKS FROM SOUTH BERRY ROAD TO SOUTH FLOOD AVENUE AND BOX CULVERT IN THE AMOUNT OF $268,300 AND TRANSFER OF FUNDS AS OUTLINED IN THE STAFF REPORT.

23. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF A GRANT FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) IN THE AMOUNT OF $1,000 TO BE USED TO PURCHASE EQUIPMENT FOR THE HOUSEHOLD HAZARDOUS WASTE FACILITY; AND APPROVAL OF CONTRACT K-2526-20 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DEQ FOR THE GRANT AWARD AS OUTLINED IN THE STAFF REPORT.

24. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-21: 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, 2025, AND ENDING JUNE 30, 2026.

25. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-24: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND COLTON CRAIG DESIGN, L.L.C., IN THE AMOUNT OF $7,500.00 FOR ARCHITECTURE DESIGN SERVICES FOR THE WESTWOOD PARK GOLF DESIGN CONCEPT PLAN AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Resolutions

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-11: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $2,231.08 FROM THE REFUNDS/ REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT FOR REPAIRS TO NORMAN POLICE VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-14: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $8,300 FROM THE POLICE DONATIONS ACCOUNT TO COMMUNITY OUTREACH – FOOD AND BEVERAGE ACCOUNT, COMMUNITY OUTREACH – SUPPLIES ACCOUNT, AND COMMUNITY OUTREACH – SERVICES ACCOUNT FOR EXPENSES INCURRED FOR COMMUNITY EVENTS.

NON-CONSENT ITEMS

28. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-26: AN INTERLOCAL AGREEMENT FOR PURCHASE OF REAL PROPERTY WITH THE OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES REAL PROPERTY TRUST, TOTALING $3,306,811.48; APPROPRIATION OF NORMAN FORWARD FUND BALANCE; AND TRANSFER OF NORMAN FORWARD AND CAPITAL PROJECT FUND ALLOCATIONS AS OUTLINED IN THE STAFF REPORT.

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-2: PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH SEPTEMBER AS NATIONAL SERVICE DOG MONTH IN THE CITY OF NORMAN.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Eileen Grubbs, American Legion Post #88

PRESENTER: Eileen Grubbs, American Legion Post #88

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-2: PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH SEPTEMBER AS NATIONAL SERVICE DOG MONTH IN THE CITY OF NORMAN.

Proclamation

P-2526-2

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER 2025 AS NATIONAL SERVICE DOG MONTH IN THE CITY OF NORMAN.

§ 1. WHEREAS, we believe in the joyful, transformative power of the human-canine bond and inclusivity of all citizens; and

§ 2. WHEREAS, in the United States, 70 million adults have a disability and only 16,000 service dogs from accredited training programs exist nationwide and the need is growing; and

§ 3. WHEREAS, Canine Companions created the service dog for people with physical disabilities 50 years ago in 1975, creating a new kind of support for disability; and

§ 4. WHEREAS, Canine Companions is a nonprofit organization that enhances the lives of people with disabilities by providing expertly trained service dogs and ongoing support to ensure quality partnerships, free of charge; and

§ 5. WHEREAS, Canine Companions and their service dogs empower people with disabilities to lead life with greater independence by providing best-in-class training, ongoing follow up services and a deeply committed community of support; and

§ 6. WHEREAS, National Service Dog Month aims to educate our community about the benefits of service dogs and the laws protecting their handlers; and

§ 7. WHEREAS, the City continues to work toward becoming an inclusive community in which all citizens, and their trained service dogs, are embraced.

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

§ 8 Do hereby proclaim the month of September 2025, as National Service Dog Month in the City of Norman and encourage all citizens to celebrate service dogs and be respectful of the rights to safe access in our community afforded to the adults, children and veterans who lead more independent lives because of their assistance.

PASSED AND APPROVED this 22nd day of July, 2025.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk

File Attachments for Item:

2. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-3: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY 2025, AS DISABILITY PRIDE MONTH IN THE CITY OF NORMAN.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Grace Holloman

PRESENTER: Grace Holloman, Accessibility Strategist

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-3: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY 2025, AS DISABILITY PRIDE MONTH IN THE CITY OF NORMAN.

Proclamation

P-2526-3

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY 2025, AS DISABILITY PRIDE MONTH IN THE CITY OF NORMAN.

§ 1. WHEREAS, July is recognized across the United States as National Disability Pride Month, a time to honor the history, achievements, experiences, and struggles of the disability community; and

§ 2. WHEREAS, approximately 61 million adults and 14.5 million children in the United States have a disability; and

§ 3. WHEREAS, this month marks a historic milestone — the 35th anniversary of the signing of the Americans with Disabilities Act (ADA) on July 26, 1990, by then-President George H.W. Bush; and

§ 4. WHEREAS, the ADA is the nation's most comprehensive civil rights law addressing the needs of people with disabilities, prohibiting discrimination in employment, education, transportation, public accommodations, and access to state and local government programs; and

§ 5. WHEREAS, the passage of the ADA was the result of tireless advocacy and courageous action by disability rights activists, and remains a living testament to the enduring principle that all people deserve equal access, opportunity, and dignity; and

§ 6. WHEREAS, established in 2019 by the City of Norman, the ADA Citizen's Advisory Committee has remained dedicated to serving as a continuous resource on matters impacting individuals with disabilities within the city through personal and/or professional viewpoints; and

§ 7. WHEREAS, the City of Norman is proud to have organizations such as SunHive Collective, ABLE, Among Friends, Thunderbird Clubhouse, and others who are dedicated to supporting individuals with disabilities.

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

§ 8. Do hereby proclaim July 2025, as Disability Pride Month in the City of Norman and encourage all residents to celebrate the countless talents, experiences, and contributions of individuals with disabilities as part of their identity and strength, and to reaffirm our commitment to taking meaningful action to build a city that is inclusive to all.

PASSED AND APPROVED this 22nd day of July, 2025.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk

File Attachments for Item:

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-4: PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING AUGUST 7TH, 2025, AS PURPLE HEART DAY IN THE CITY OF NORMAN.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Grace Holloman

PRESENTER: Grace Holloman, Accessibility Strategist

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-4: PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING AUGUST 7TH, 2025, AS PURPLE HEART DAY IN THE CITY OF NORMAN.

Proclamation

P-2526-4

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, AUGUST 7, 2025, AS PURPLE HEART DAY IN THE CITY OF NORMAN.

§ 1. WHEREAS, the Purple Heart is the oldest military decoration still presented to U.S. service members, first established by General George Washington in 1782 as the Badge of Military Merit and later revived as the Purple Heart in 1932 by General Douglas McArthur in honor of George Washington's bicentennial birthday; and

§ 2. WHEREAS, the Purple Heart is awarded to members of the United States Armed Forces who have been wounded or killed in combat, recognizing their bravery, sacrifice, and dedication to the ideals of freedom and democracy; and

§ 3. WHEREAS, Purple Heart Day, observed annually on August 7th, offers a solemn opportunity for all Americans to honor the courageous men and women who have received this distinction and to acknowledge the profound debt of gratitude owed to them; and

§ 4. WHEREAS, we recognize the service and sacrifice of these individuals not only on the battlefield but also in the lives they continue to lead as patriots, community leaders, and role models of resilience and courage; and

§ 5. WHEREAS, the City of Norman stands united in expressing our deepest respect and unwavering support for all Purple Heart recipients and their families.

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

§ 6. Do hereby proclaim Thursday, August 7, 2025, as Purple Heart Day in the City of Norman and encourage all citizens to honor our nation's Purple Heart recipients by recognizing their sacrifice and service to our country.

PASSED AND APPROVED this 22nd day of July, 2025.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk

File Attachments for Item:

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

CITY COUNCIL SPECIAL MEETING MINUTES OF JANUARY 28, 2025, AND JUNE 17, 2025.CITY COUNCIL CONFERENCE MEETING MINUTES OF MAY 28, 2024; JULY 9, 2024, AND FEBRUARY 11, 2025

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MEETING MINUTES OF APRIL 1, 2021; SEPTEMBER 2, 2021; APRIL 7, 2022, AND MAY 5, 2022.

CITY COUNCIL OVERSIGHT COMMITTEE MEETING MINUTES OF MAY 28, 2025.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

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 SPECIAL MEETING MINUTES OF JANUARY 28, 2025, AND JUNE 17, 2025.

CITY COUNCIL CONFERENCE MEETING MINUTES OF MAY 28, 2024; JULY 9, 2024, AND FEBRUARY 11, 2025

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MEETING MINUTES OF APRIL 1, 2021; SEPTEMBER 2, 2021; APRIL 7, 2022, AND MAY 5, 2022.

CITY COUNCIL OVERSIGHT COMMITTEE MEETING MINUTES OF MAY 28, 2025.

CITY OF NORMAN, OK
CITY COUNCIL BUSINESS & COMMUNITY AFFAIRS COMMITTEE MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, April 1, 2021 at 4:00 PM

MINUTES

A virtual Meeting of the City Council Business and Community Affairs Committee was hosted at the Municipal Building Council Chambers, Cleveland County, State of Oklahoma on the 1st day of April, 2021, at 4:00 p.m. and notice of the agenda of the meeting were posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

CALL TO ORDER
Chairman Petrone called the meeting to order.

PRESENT:
Councilmember Ward 3 Alison Petrone (Chair)
Councilmember Ward 5 Michael Nash
Councilmember Ward 8 Matthew Peacock

OTHERS PRESENT:
Mayor Breea Clark
Councilmember Ward 4 Lee Hall
Councilmember Ward 6 Elizabeth Foreman
Ms. Kathryn Walker, City Attorney
Ms. Beth Muckala, Assistant City Attorney
Mr. Tim Powers, Director of Information Technology
Ms. Ellen Usry, Deputy City Clerk
Ms. Lisa Krieg, Community Development Block Grant Manager
Ms. Georgie Rasco, Executive Director, Neighborhood Alliance
Ms. Ana Herrera Dange, Southside Community Organizer, Neighborhood Alliance

1. DISCUSSION REGARDING PROGRAMS PROVIDED BY THE NEIGHBORHOOD ALLIANCE.

Ms. Georgie Rasco, Neighborhood Alliance, introduced the mission and history of Neighborhood Alliance (NA), a nonprofit with nearly 45 years of experience assisting neighborhoods in Oklahoma City. The organization originally began as a tool lending library and evolved into a capacity-building nonprofit that helps both voluntary and mandatory Homeowner Associations.

Key Services & Highlights:

- Leadership training and neighborhood organization support.
- Act as a liaison between citizens and city departments.
- Assist HOAs with governance, meetings, bylaws, and legal compliance.
- Provide workshops for both voluntary associations and HOAs.
- Partnership with the OKC Police Department to support community safety, including Crime Watch and Crime Patrol programs.
- Host community-building events like "Neighbors Night Out."

Ms. Anna Herrera, Neighborhood Alliance, discussed the neighborhood steering committee process and their community engagement strategies. She emphasized the importance of creating social, connected neighborhoods as a tool for crime prevention.

A brief video titled 'We Believe' was shown, highlighting NA's philosophy of community empowerment.

Mayor Clark and Councilmember Hall expressed strong support for bringing Neighborhood Alliance to Norman, highlighting the long-standing need for neighborhood support, particularly in areas without HOAs. Discussion included:

- Benefits to customer service and workload reduction for City departments like the Action Center.
- Proposed funding of $100,000 in the upcoming City budget for implementation.
- Preference for hiring a Norman-based staff person under NA's 501(c)(3) nonprofit structure.
- Office logistics (staff member may begin working remotely, with community meeting space provided through local partnerships).
- Establishment of a Norman Community Advisory Board to provide local input and guidance.

Ms. Lisa Kreig, Community Development Block Grant Manager, emphasized the benefit to City departments and alignment with previous neighborhood planning initiatives.

Additional Notes:

- Norman Police Department already coordinates Neighbors Night Out.
- Community Development Block Grant (CDBG) funds could be used for neighborhood projects in eligible areas.
- Examples were given of tactical urbanism and leveraging partnerships with schools and nonprofits.

Item 1, continued:

- Discussion of pass-through funding mechanisms via NA's 501(c)(3) to support neighborhood projects.

Next Steps: Mayor Clark will move the proposal forward to the full council for consideration and budget inclusion. A staff hiring process will begin upon approval, followed by outreach and coordination with departments and neighborhood leaders.

2. **MISCELLANEOUS COMMENTS**.

There were no additional comments.

ADJOURNMENT

The meeting adjourned at 5:09pm

ATTEST:

City Clerk

Mayor

CITY OF NORMAN, OK
CITY COUNCIL BUSINESS & COMMUNITY AFFAIRS
COMMITTEE MEETING

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

Thursday, September 02, 2021 at 4:00 PM

MINUTES

A Meeting of the City Council Business and Community Affairs Committee was held at the Municipal Building Executive Conference Room, Cleveland County, State of Oklahoma on the 2nd day of September, 2021, at 4:00 p.m. and notice of the agenda of the meeting were posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

CALL TO ORDER
Chairman Peacock called the meeting to order.

PRESENT:
Councilmember Ward 8 Matthew Peacock (Chair)
Councilmember Ward 1 Brandy Studley
Councilmember Ward 4 Lee Hall

OTHERS PRESENT:
Mayor Breea Clark
Councilmember Ward 2 Lauren Scheuler
Councilmember Ward 3 Kelly Lynn
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 7 Stephen T. Holman
Ms. Kathryn Walker, City Attorney
Ms. Beth Muckala, Assistant City Attorney
Mr. Anthony Purinton, Assistant City Attorney
Ms. Jeanne Snider, Assistant City Attorney
Ms. Brenda Hall, City Clerk
Ms. Cinthya Allen, Chief Diversity and Equity Officer
Mr. Darrel Pyle, City Manager
Mr. James Briggs, Park Development Manager
Mr. Jason Olsen, Parks and Recreation Director
Mr. Wade Thompson, Parks Manager
Ms. Jane Hudson, Planning and Community Development Director
Ms. Jamie Meyer, Administrative Assistant IV
Ms. Caroline Dulworth, Pioneer Library System

1. DISCUSSION REGARDING THE LANDSCAPE DESIGN PLAN FOR THE CENTRAL LIBRARY.

Ms. Brenda Hall, City Clerk, and Mr. James Briggs, Park Development Manager, presented updates regarding the prairie-style landscape plan surrounding the Central Library. The original design, which included 27 native species, has drawn community concerns regarding aesthetics, traffic sight-lines, and safety. The plantings are still maturing and require more time for full establishment.

Key Discussion Points:

- Comparison to successful native plantings at Lindsey Street and Main Street bridges.
- Concerns about tall vegetation obstructing sight-lines and encroaching into pedestrian and vehicle zones.
- Plan to simplify and reframe the landscape as a 'pollinator garden' with reduced plant variety.
- Retain buffalo grass in key sight-line areas; remove or relocate tall species from problematic zones.
- Projected maintenance budget of $20,000–30,000 annually, with similar one-time replanting costs.

Council Feedback:

- Support for simplifying the plant list and ensuring visibility and safety.
- Continued support for educational and ecological goals, especially stormwater retention.
- Emphasis on clear signage, mowing practices, and long-term sustainability.
- Encouragement for future outdoor programming and community engagement using the landscape.

Consensus was reached to proceed with the revised landscape plan, balancing ecological function with public expectations and safety.

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

Mr. Anthony Purinton, Assistant City Attorney, introduced draft Ordinance O-2122-17, intended to allow community refrigerators on private property with proper licensing. These refrigerators provide free donated food and became popular during the COVID-19 pandemic, but encountered code violations regarding unattended appliances and use of right-of-way.

Key Proposal Elements:

- Amendment to §10-204 of City Code to exempt licensed community refrigerators from unattended appliance rules.
- Definition: A privately-owned, publicly-accessible refrigerator offering donated food without monetary exchange.
- Licensing requirements include site plan, owner permission, posted donation guidelines, and daily temperature checks.
- Electrical safety compliance (GFCI outlets and weatherproof covers) required for outdoor installations.

Item 2, continued:

- No initial bolting required, but subject to review under additional guidance.

Council Feedback:

- Desire for standard donation guidelines and signage.
- Questions about revocation process and enforcement authority.
- Encouraged creating a path for future right-of-way permitting via a separate process.
- Clarified public vs. private property responsibilities and legal implications.
- Council supported moving forward with the proposed ordinance, with additional work to be done on operational standards, stakeholder outreach, and future permitting processes for public space installations.

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ADJOURNMENT

The meeting adjourned at 5:39pm

ATTEST:

City Clerk

Mayor

CITY OF NORMAN, OK
CITY COUNCIL BUSINESS & COMMUNITY AFFAIRS COMMITTEE MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman, OK 73069
Thursday, April 07, 2022 at 4:00 PM

MINUTES

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room on the 7th day of April, 2022, at 4:00 p.m. and notice of the agenda of the meeting were posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

CALL TO ORDER

Chairman Peacock called the meeting to order at 4:00 p.m.

MEMBERS PRESENT:
Councilmember Ward 8 Matthew Peacock (Chair)
Councilmember Ward 2 Lauren Schueler

OTHERS PRESENT
Councilmember Ward 1 Brandy Studley
Councilmember Ward 4 Lee Hall
Councilmember Ward 7 Stephen Holman
Ms. Brenda Hall, City Clerk
Ms. Kathryn Walker, City Attorney
Ms. Sara Kaplan, Business and Community Relations
Mr. Wade Thompson, Parks Manager
Mr. Shawn O'Leary, Public Works Director
Mr. Chris Mattingly, Utilities Director
Mr. Kevin Foster, Chief of Police
Mr. David Riesland, Transportation Engineer
Ms. Jane Hudson, Planning and Community Development Director
Ms. Jamie Meyer, Administrative Technician IV

AGENDA ITEMS

1. DISCUSSION REGARDING FEES FOR SPECIAL EVENTS.

Ms. Brenda Hall, City Clerk, discussed the different costs associated with the current policy for special events. The Committee discussed the possibility of waiving or reimbursing City-related fees for community festivals that were canceled or financially impacted during the COVID-19 pandemic, focusing primarily on Norman Music Festival, Medieval Fair, and other long-standing annual events.

Key Points Discussed:

- City Fees Incurred by Events:
    - Sanitation charges (trash, extra dumpsters, landfill tipping fees)
    - Street closure and barricade fees
    - Permit fees for tents/stages (~$54), and vendor permits ($10 per vendor)
    - Park rental and potential damage costs
    - Indirect costs such as police/fire presence and street sweeping (not typically billed)
- Legal and Budget Considerations:
    - City Code requires Council action to waive fees
    - Surplus general fund (approx. $6 million) and one-time COVID recovery funds (e.g., ARPA) may be used
    - Potential to reimburse City departments directly rather than fully waiving fees
- Councilmember Proposals:
    - Councilmembers Holman, Hall, and others proposed reimbursing City fees for festivals that were canceled in 2020 and 2021, limited to those resuming in 2022.
    - Consideration of a one-time recovery allocation (suggested range: $50,000–$150,000) to assist events as they reestablish themselves post-pandemic.
    - Possibility of retroactive reimbursement for festivals like Medieval Fair.
    - Future years could involve a grant program or budgeted line item if sustained support is desired.
- Concerns and Clarifications:
    - Fairness and equity of eligibility criteria (i.e., excluding game days, new events, or events not impacted by COVID)
    - Ensuring staff departments are reimbursed for overtime and services provided

Item 1, continued:

- Data gathering needed to estimate fiscal impacts on both the City and festival organizers
- Discussion of administrative mechanisms, including a resolution with clear parameters for staff to implement

- Public Input:
  - Representatives from Norman Music Festival and Medieval Fair spoke about rising event costs, public safety measures, infrastructure needs, and donor/sponsor losses.
  - Emphasis was placed on economic impact, tourism, and community vibrancy provided by these festivals.

Preliminary Consensus:

- Support for a resolution to reimburse City-incurred costs for eligible one-off annual community festivals that were canceled due to COVID-19 and are returning in 2022.
- Resolution would:
  - Set eligibility criteria (e.g., pre-COVID festivals canceled in 2020/2021, returning in 2022)
  - Allocate a fixed dollar amount (e.g., $100,000)
  - Authorize staff to administer reimbursements internally
- Further data to be gathered to determine average costs and finalize allocation strategy.

Next Steps:

- Staff will draft a resolution for Council consideration, detailing eligibility, funding source, and administrative process.
- Proposal to be discussed at an upcoming City Council Study Session.

ADJOURNMENT

The meeting adjourned at 4:29 p.m.

ATTEST:

City Clerk

Mayor

CITY OF NORMAN, OK
CITY COUNCIL BUSINESS & COMMUNITY AFFAIRS COMMITTEE MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman, OK 73069
Thursday, May 05, 2022 at 4:00 PM

MINUTES

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room on the 5th day of May, 2022, at 4:00 p.m. and notice of the agenda of the meeting were posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

CALL TO ORDER

Chairman Peacock called the meeting to order at 4:00 p.m.

MEMBERS PRESENT:
Councilmember Ward 8 Matthew Peacock (Chair)
Councilmember Ward 5 Rarchar Tortorello

OTHERS PRESENT
Councilmember Ward 1 Brandy Studley
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman
Ms. Beth Muckala, Assistant City Attorney
Ms. Jane Hudson, Planning and Community Development Director
Mr. Greg Clark, Development Services Manager
Ms. Lisa Webb, Administrative Technician III

AGENDA ITEMS

1. DISCUSSION REGARDING THE HOME ENERGY RATING SYSTEM (HERS) ENERGY RATING INDEX (ERI)

Mr. Greg Clark, Development Services Manager, provided an overview of the HERS Above Code Incentive Program, which offers permit fee rebates for newly constructed homes that exceed minimum energy code requirements.

Key points included:

- The program began in July 2018 and has been renewed five times, with the current iteration set to expire June 30, 2022.
- The benchmark score to receive credit was reduced from 65 to 51 in 2021 to align with then-anticipated state code changes.

Item 1, continued:

- From July 2021 to April 2022, there were 263 applicants, but only 12 homes received Certificates of Occupancy (CO). None of these achieved the ERI benchmark score of 51.
- Supply chain issues and extended build times due to COVID-19 were cited as key factors in the slow completion rate.

Program Structure:

- ERI Score 51: 50% permit fee rebate
- ERI Score 41 or lower: 100% rebate
- Rebate amount is calculated based on project area (home, garage, patio)

State Context:

- The Oklahoma Uniform Building Code Commission dictates minimum codes statewide.
- The Commission recently rejected a proposed 2015 energy code update with an ERI of 51.
- A new subcommittee has recommended an ERI 64 as the minimum standard, currently pending legislative or gubernatorial approval.
- For comparison, Texas uses a ERI of 59 as a statewide standard.

Program Options Presented:

1. Allow Program to Expire: Defer changes until more data is available and state standards are finalized.
2. Maintain Current ERI 51 Benchmark: Keep existing standard despite low qualifying rate; maintains high-performance bar.
3. Modify Benchmark to ERI 57 and Extend Program for Two Years (Staff Recommendation):
    - 57 is a historically supported energy code level
    - Would provide a more attainable yet rigorous standard
    - Aligns better with state and regional practices
    - Allows more time to gather performance data

Committee Discussion:

- Cost/Benefit Consideration: Some questioned whether the rebate amount ($364 in a 2,600 sq ft example) sufficiently offsets construction upgrades needed to meet a 51 ERI score.
- Support for Energy Efficiency: Members strongly supported continuing the program to promote more efficient homes and uphold Norman's leadership in sustainability.
- Consensus on Adjusting Benchmark: General agreement to modify the benchmark to ERI 57 for attainability, while keeping it stricter than the proposed state standard (64).
- Duration of Program: Members supported extending the program to two years to collect meaningful data.
- Funding Considerations: Discussion included concern about shared funding with the Visitability Program and whether future programs (e.g., storm shelters, multi-family enhancements) could be similarly incentivized. Staff explained the rebate is based on internal plan review fees, limiting impact but also available resources.

ADJOURNMENT

The meeting adjourned at 4:29 p.m.

ATTEST:

City Clerk

Mayor

CITY OF NORMAN, OK
CITY COUNCIL CONFERENCE
Municipal Building, Executive Conference Room, 201 West Gray, Norman, OK 73069
Tuesday, May 28, 2024 at 5:00 PM

MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Conference in the Executive Conference Room of the Norman Municipal Building on the 28th day of May, 2024, at 5:00 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray Street 24 hours prior to the beginning of the meeting.

CALL TO ORDER

Mayor Heikkila called the Meeting to Order at 5:00 p.m.

PRESENT
Mayor Larry Heikkila
Councilmember Ward 1 Austin Ball
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Bree Montoya
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Michael Nash
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman

ABSENT
Councilmember Ward 8 Matthew Peacock

1. DISCUSSION OF CITY OF NORMAN BOARDS, COMMISSIONS, AND COMMITTEES.

   Ms. Jeanne Snider, Assistant City Attorney, provided an overview of the City's advisory and oversight structures, explaining the roles and differences between boards, commissions, and committees.

   Definitions and distinctions were reviewed, including:
   - Boards – Often supervisory, investigatory, or advisory in nature.
   - Commissions – Typically composed of appointed individuals with relevant experience.
   - Committees – Delegated to study, act on, or report on matters.

   Different types of entities were described, including recommendatory, oversight, advisory, and quasi-judicial bodies. Ms. Snider acknowledged the important service provided by community volunteers on these bodies and thanked them for their ongoing dedication.

Proposed Structural Changes and Discussion

Planning Commission Appointments

- Council affirmed a proposal to require one Planning Commission member from each Ward and one at-large member.

Tree Board and Board of Parks Commissioners (Parks Board) Consolidation

- A proposal to consolidate the Tree Board and Parks Board was discussed.
- Due to ongoing development of a comprehensive Tree Ordinance, Council agreed to delay action on dissolving the Tree Board.
- Council expressed interest in designating a Parks Board position for a member with urban forestry expertise, similar to technical requirements on other boards.

Animal Welfare Oversight Committee

- The committee has functioned since 2002–03 via resolution but lacked formal structure or term limits.
- Proposed changes include:
  - Three-year staggered terms.
  - Membership expanded to include individuals with specific expertise (veterinarian, animal welfare representative, rural area resident—preferably from Ward 5).
  - Existing long-serving members will transition off gradually to preserve institutional knowledge.
- Council supported codifying the committee and formalizing appointment and rotation structures.

Board of Adjustment Expansion

- Membership increased from five to seven members.
- Adjust the required vote for action from three to four members.

Norman Election Commission

- Membership count adjusted from five to seven.

Norman Youth Council Update

- No changes to name proposed at this time.
- Program will retain fall department visits and introduce a new advocacy project model. Students will select a project of interest and present outcomes to the City Council at the final meeting
- Council expressed support for the changes and enthusiasm for upcoming student presentations.

Council discussed whether new committees are needed for senior issues, transportation, or budget. Council concluded these issues are adequately addressed in existing boards and commissions. A previous mention of forming a Core Norman Development Committee was raised. Council requested staff revisit prior notes and discussions to determine whether formal action is needed, or if the informal community group currently addressing these issues is sufficient.

Summary and Next Steps

- Council consensus was to:
  - Proceed with codification of the Animal Welfare Oversight Committee.
  - Delay consolidation of the Tree Board until the Tree Ordinance is finalized.
  - Finalize ordinance changes related to Planning Commission, Parks Commission, Board of Adjustment, and Election Commission.
- Staff will prepare formal ordinance language for Council review and include it in an upcoming agenda, likely the second meeting in June.

2. DISCUSSION REGARDING ESTABLISHING AN INTERNAL AUDIT CHARTER AND POLICIES.

Internal Auditor Shaakira Calnick presented a comprehensive overview of the value of internal auditing, its role in municipal governance, and the current progress of establishing internal audit functions within the City of Norman. Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve organizational operations. It supports achievement of objectives by improving risk management, control, and governance processes. Its primary objectives include ensuring compliance, mitigating risks, improving operations, and enhancing accountability.

Ms. Calnick said risk assessments are currently underway across 13 City departments. Once completed there will be the development of a risk-based triennial audit plan. The audits will be conducted based on identified risks. She said the issuance of finding and recommendations will be advisory, not directives. Staff would monitor implementation of corrective actions, which are developed by department management.

- Benefits of Internal Audit:
  - Promotes compliance with city, state, and federal laws.
  - Identifies inefficiencies and enhances fiscal responsibility.
  - Mitigates risk and protects Municipal assets and reputation.
  - Provides transparency and trust through assurance to stakeholders.
- Internal Audit Process:
  - Planning: Define objectives, scope, and allocate resources.
  - Fieldwork: Evidence collection, testing, and risk assessment.
  - Reporting: Document findings and recommendations.
  - Follow-Up: Monitor implementation of corrective actions.
- Governance Structure:
  - Establishing governance ensures effectiveness, independence, and credibility.
  - Key components include:
    - Internal Audit Charter.
    - Oversight by Finance Committee acting as the Audit Committee.
    - Policies and procedures for operations.
    - Adherence to a Code of Ethics and professional standards (IIA, GAGAS, COSO).
- Call to Action:
  - City Council support is requested for the establishment of formal governance for internal audit.

Council Discussion:

- Clarification on Recommendations:
  - Recommendations are developed by Internal Audit through analysis, field visits, and national best practices.
  - Councilmembers requested transparency in identifying sources for recommendations in public audit reports.
  - Councilmembers comments emphasized the importance of data-driven findings rather than opinions.

Council Discussion, continued

- Audit Procedures and Independence:
  - Discussion highlighted that department management may accept, reject, or modify recommendations.
  - Multiple tiers of review exist: Internal Audit, City Attorney, City Manager, and ultimately the City Council.
- Timing and Next Steps for Audits
  - Risk assessments to be completed by end of June.
  - Audit Charter and policy drafts are under review.
  - Request for Council feedback on Charter by mid-June.
  - Finalized audit plan anticipated in July, potentially for presentation to the new Council.
- Charter and Policy Feedback:
  - Mayor and City Attorney provided edits; Council input still being gathered.
  - Discussions included clarifying language such as replacing "approve" with "consider for approval" to reflect Council's authority without obligation.
  - Consideration of organizational fit based on Norman's structure versus other municipalities.

The Council expressed appreciation for the Auditor's professionalism and transparency.

ADJOURNMENT

The meeting was adjourned at 6:25 p.m.

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ATTEST:

City Clerk

Mayor

CITY OF NORMAN, OK
CITY COUNCIL CONFERENCE
Municipal Building, Executive Conference Room, 201 West Gray, Norman, OK 73069
Tuesday, July 09, 2024 at 5:00 PM

MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Conference in the Executive Conference Room of the Norman Municipal Building on the 9th day of July, 2024, at 5:00 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray Street 24 hours prior to the beginning of the meeting.

CALL TO ORDER

PRESENT
Mayor Larry Heikkila
Councilmember Ward 1 Austin Ball
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Bree Montoya
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Michael Nash
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

AGENDA ITEMS

1. DISCUSSION OF AMENDMENTS TO THE CONTRACT BETWEEN FOOD AND SHELTER AND THE CITY TO OPERATE AN EMERGENCY, LOW-BARRIER SHELTER KNOWN AS "A FRIEND'S HOUSE".

2. DISCUSSION ON ALTERNATIVE LOCATIONS FOR A PERMANENT HOMELESS SHELTER.

Both items were discussed interchangeably. Councilmembers engaged in a comprehensive discussion regarding the future of the temporary shelter located on Gray Street. The conversation addressed regional collaboration, shelter operations, possible relocation, contract amendments, and long-term solutions for homelessness in Norman.

City staff presented updates and possible directions related to the contract with Food and Shelter for the emergency low-barrier shelter (A Friend's House) on Gray Street. Staff recommended addressing recent audit findings, exploring alternative property options, and potentially issuing a Request for Proposals (RFP) for redevelopment of the property.

Several Councilmembers supported contract termination in favor of a more structured, accountable solution. Others emphasized a humane, transition-oriented approach and the need for a permanent shelter. Suggestions included exploring the Griffin Memorial campus for a permanent shelter, evaluating Carter Street for supportive housing, and engaging neighborhoods early.

A sobering center was widely supported, with interest in collaborating with Norman Regional Health System. There was strong consensus that homelessness cannot be solved through enforcement alone, but requires integrated case management, mental health, and addiction support services.

Council emphasized the importance of regional collaboration, citing Houston as a successful example where municipalities aligned efforts to provide comprehensive homeless services.

- The former Griffin Memorial Hospital gymnasium building was discussed as a promising relocation site. The facility includes large square footage, separate wings for men and women, and HVAC/plumbing already in working order. Council directed the City Manager to re-engage the State Department of Mental Health about leasing this space rather than purchasing, could offer a cost-effective and swift solution.
- Carter property: Appraisal results expected the week of July 15, possibly suitable for permanent shelter or supportive housing.
- Porter Avenue (Norman Regional Hospital site): Council supported exploring this location if feasible.

Some Councilmembers expressed continued concerns over shelter limitations, lack of 24/7 operation, inadequate wraparound services, and its temporary nature. There was discussion regarding the shelter's location having negatively affected downtown businesses. Councilmembers noted the shelter was initially intended as a temporary solution.

Staff is negotiating updates to the operating agreement with Food and Shelter, including oversight. Contract termination provisions are expected to remain unchanged. Some members of Council preferred leaving the current agreement in place until a viable alternative site is confirmed.

Council expressed support for terminating the current contract responsibly and closing the current location with a 30-day notice if a transition plan and next steps are identified. Consensus to move forward with an RFP for redevelopment, seeking new shelter locations (particularly on Griffin land), and initiating community outreach and service partnerships.

Staff will bring back additional information to be discussed on July 23, 2024.

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ADJOURNMENT

The meeting adjourned at 6:17 p.m.

ATTEST:

City Clerk

Mayor

CITY OF NORMAN, OK
CITY COUNCIL SPECIAL MEETING

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

Tuesday, January 28, 2025 at 5:00 PM

MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in the Executive Conference Room of the Norman Municipal Building on the 28th day of January, 2025, at 5:00 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

CALL TO ORDER

PRESENT
Mayor Larry Heikkila
Councilmember Ward 1 Austin Ball
Councilmember Ward 2 Lauren Peacock
Councilmember Ward 3 Bree Montoya
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Michael Nash
Councilmember Ward 6 Joshua Hinkle
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Scott Dixon

The meeting was called to order at 5:00 p.m. by Mayor Heikkila.

AGENDA ITEMS

1. DISCUSSION REGARDING THE POSSIBLE SALE AND/OR DEVELOPMENT OF REAL PROPERTY IN THE 100 BLOCK OF WEST GRAY STREET.

   Mr. Anthony Purinton, Assistant City Attorney, provided an update on the status of the Request for Proposals (RFP) for the redevelopment of two City-owned parcels on Gray Street, located near the railroad tracks and James Garner Avenue. He said the south assemblage is currently a vacant lot and the north assemblage currently houses the City shelter, includes a parcel behind it and an alleyway.

   The RFP aimed to attract proposals consistent with the Council's vision for the Center City Form-Based Code to encourage quality mixed-use development and spur additional redevelopment in the area. He said the RFP was issued in September 2024 and one proposal was received in November 2024. The proposal was reviewed and scored in December. In January 2025, the developer was selected as the conditional redeveloper. Contract negotiations with the developer began in February.

   The development proposal includes a mixed-use, multifamily concept that aligns with the City's vision.

Item 1, continued

Discussion Highlights:

- Alleyway on North Assemblage: Council discussed potential abandonment of the alleyway if it no longer serves a public use. The developer may not require access via the alley, and staff noted that part of the alley had previously been vacated for the post office. There was no objection from Council to exploring abandonment.
- Parcel Configuration: Council confirmed the developer submitted a proposal covering both parcels. Staff clarified the RFP allowed responses for either parcel or both.
- Council Input on Contract: Council will be involved in reviewing the draft purchase and sale agreement during a study session prior to final approval.
- Phased Development: Staff and Council discussed a phased approach (south first, then north), depending on negotiations and site readiness.
- Affordable Housing: Council inquired about the possibility of incorporating affordable units. Staff noted:
    - Potential for incentives via reduced property pricing.
    - Use of Center City Tax Increment Finance (TIF) District funds to support workforce or affordable housing.
    - Urban Design Implementation Plan and Form-Based Code objectives support varied housing types, including affordable units.

Mr. Purinton said Staff will continue contract negotiations with the selected developer and bring a draft agreement and conceptual renderings to Council for review.

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2. DISCUSSION REGARDING THE PURCHASE AND/OR APPRAISAL OF REAL PROPERTIES LOCATED ON TRIAD VILLAGE DRIVE.

This item was not discussed.

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3. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 §307(B)(4) TO DISCUSS A PENDING TORT CLAIM SUBMITTED BY TYIREE HYATT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

The City Council adjourned into Executive Session at 5:08 p.m. Ms. Shannon Stevenson, Assistant City Manager; Mr. Rick Knighton, City Attorney; and Ms. AshLynn Wilkerson, Assistant City Attorney; Mr. Darrel Pyle, City Manager; and Ms. Shaakira Calnick, Internal Auditor, were in attendance at the Executive Session.

Item 3, continued

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

The Executive Session was adjourned out of and the Special Session was reconvened at 5:25 p.m.

Pending tort claim submitted by Tyiree Hyatt was discussed in Executive Session. No action was taken and no votes were cast.

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ADJOURNMENT
The meeting adjourned at 5:26 p.m.

ATTEST:

City Clerk

Mayor

CITY OF NORMAN, OK
CITY COUNCIL CONFERENCE
Municipal Building, Executive Conference Room, 201 West Gray, Norman, OK 73069
Tuesday, February 11, 2025 at 5:00 PM

MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Conference in the Executive Conference Room of the Norman Municipal Building on the 14th day of January, 2025, at 5:00 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray Street 24 hours prior to the beginning of the meeting.

CALL TO ORDER

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

PRESENT
Mayor Larry Heikkila
Councilmember Ward 1 Austin Ball
Councilmember Ward 2 Matthew Peacock
Councilmember Ward 3 Bree Montoya
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Michael Nash
Councilmember Ward 6 Joshua Hinkle
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Scott Dixon

AGENDA ITEMS

1. PRESENTATION AND DISCUSSION REGARDING THE GRIFFIN MASTER PLAN.

   Mr. Marty Shukert, Community and Regional Planning, RDG Planning and Design, opened the presentation by stating that the planning team had been working on the Griffin site for approximately a month and this presentation included both previously reviewed content and recent refinements. The presentation focused on four major areas: site analysis (opportunities and constraints); development "building blocks" (streets and residential layout); four design concepts, and implementation strategy.

   Mr. Shukert highlighted constraints and opportunities.
   Key Constraints: drainage issues, especially in the southwest; existing historic structures; topographical depression ("moderate crater") of unknown origin.
   Key Opportunities: preservation and reuse of historic structures (chapel, Hope Hall, administration building), potential for an arts and cultural hub, and integration with surrounding green space (Francis Cate Park, Sutton Wilderness, Bishop Creek).
   Mr. Shukert said development assumptions and goals included mixed-use residential community with 5–8% of projected city housing demand (approximately 1,600–1,800

units); emphasis on affordability, walkability, and connectivity; integration with existing neighborhoods and parks, and the design should support artistic and cultural expression.

Mr. Shukert said the street design - 25-ft residential streets with sidewalks and tree lawns. Housing modules - 40'x70' lots allowing flexibility for single-family homes, duplexes, townhomes, and small multi-unit buildings. Alleys and Garages: rear-loaded garages with alley access to maintain pedestrian-focused streetscapes.

Mr. Shukert present four conceptual design schemes.

Scheme 1: The Green Belt
- Continuous greenbelt through the site.
- Central "ellipse" for historic buildings and a main street connecting features.
- Production studio concept introduced for southeast corner.
- Estimated 1,785 units.
- Some concern over overuse of Texas donut buildings (multi-story buildings with internal parking).

Scheme 2: Water Feature Focus
- Emphasized a large waterway and pedestrian features.
- Town Square concept with mixed-use and apartments.
- Better integration with downtown.
- Reuse of Central Kitchen as a restaurant.
- Estimated 1,670 units.
- Highlighted a mixed-use plaza concept modeled after projects in California.

Scheme 3: Walk-Up Refinement
- Refined town square concept, preserved main administration building.
- More emphasis on walk-up apartments and surface parking.
- Incorporates a gateway interpretive pavilion.
- Estimated 1,840 units.

Scheme 4: Curvilinear Pattern
- Returned to curvilinear street layout from Scheme 1 with updated elements.
- Expanded open space with a central composition featuring chapel and historic buildings.
- Included a pier and small-scale flex commercial or "maker" spaces.
- Switched from a film studio to an enterprise zone model.

Implementation Considerations
- Unified development is critical to avoid fragmented outcomes.
- Master developer, potentially a nonprofit or development corporation, will guide cohesive planning.
- Design guidelines are essential for consistency.
- Emphasis on catalytic projects and phased development (10+ year timeline).
- Need for community engagement and financial structuring.

Mr. Shukert said Council and staff engaged in an in-depth discussion about the proposed redevelopment concepts for a site within the city, drawing inspiration from projects such as the Wheeler District in Oklahoma City. The key points of discussion included site access, internal connectivity, historic preservation, environmental remediation, design preferences, and implementation strategies.

Key Comments and Feedback:

District Connectivity and Design:

- Councilmembers expressed appreciation for internal site connectivity and vibrant, walkable districts.
- While pedestrian access into the area was praised, concerns were raised about external connections, comparing them to isolated areas like Shields Boulevard in Oklahoma City.
- Emphasis was placed on creating an active, internal district that does not rely on major arterial access.

Environmental and Structural Concerns:

- Members noted significant redevelopment barriers, including asbestos and other hazardous materials in existing buildings.
- There was broad interest in preserving historic structures where feasible, with a focus on maintaining architectural integrity.

Design Scheme Preferences:

- Scheme 2 received praise for its regional detention feature and its integration of stormwater management as an amenity.
- Scheme 3 emerged as the preferred concept due to its refinement of Scheme 2, higher housing unit count, preservation of the existing administration building, and strong pedestrian and aesthetic elements.
- Elements such as rear-loaded corridors, corner design features, alley access, and avoiding surface parking along major roads were well-received.

Architectural Standards and Historic Compatibility:

- Council emphasized the importance of new construction blending architecturally with existing historic structures.
- Suggestions included adopting design standards or overlay zoning to maintain architectural consistency across the site.

The site is located in an Enterprise Zone, providing opportunities for leveraging design guidelines through tools such as Planned Unit Developments, Architectural Review Boards, and design overlays similar to those used in University North Park and Center City. Staff discussed the potential to zone the entire site prior to sale and outlined barriers such as engineering costs, platting requirements, and identifying a development partner or applicant willing to assume upfront costs.

Tax Increment Financing Considerations

- Discussion included the use of Tax Increment Financing (TIF) for:
  - Site acquisition
  - Utility and sewer infrastructure
  - Environmental remediation (asbestos abatement, demolition)
- The state remains interested in being the applicant for the TIF.
- Staff recommended establishing a specific redevelopment vision (favoring Scheme 3) to guide TIF revenue projections and support potential financing.

Council Comments included:

- The importance of preserving historic elements.
- Concerns regarding environmental hazards (e.g., asbestos).
- Connectivity between neighborhoods, parks, and downtown.
- Appropriate amount and location of commercial development.
- Preference for neighborhood-serving businesses over large-scale commercial.
- Favorable feedback on mixed-use, artistic, and pedestrian-oriented features.

Ms. Jane Hudson, Director of Planning and Community Development, said Staff will send the PowerPoint presentation to Councilmembers for written comments for further refinement. She said a future working session (possibly in March) will be scheduled via a Doodle poll to enable open dialogue, reduce duplication of efforts, and coordinate Council feedback.

ADJOURNMENT

The meeting was adjourned at 6:14 p.m.

* * * * *

ATTEST:

City Clerk

Mayor

CITY OF NORMAN, OK
CITY COUNCIL OVERSIGHT COMMITTEE MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman, OK 73069
Thursday, May 8, 2025, at 4:00 PM

MINUTES

The Oversight Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room in the Municipal Building, on Thursday, May 8, 2025 at 4:00 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

CALL TO ORDER

Chairman Heikkila called the meeting to order at 4:00 p.m.

ROLL CALL

PRESENT
Chairman Mayor Larry Heikkila
Councilmember Ward 2 Helen Grant
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Scott Dixon

ABSENT
Councilmember Ward 1 Austin Ball

OTHERS PRESENT
Councilmember Ward 3 Bree Montoya
Mr. Rick Knighton, City Attorney
Mr. Anthony Purinton, Assistant City Attorney
Ms. Brenda Hall, City Clerk
Ms. Shaakira Calnick, Internal Auditor
Mr. Shawn Lloyd, Director of Homeless Services for City Care
Ms. Katherine Hammans, Admit Tech III, City Clerk

1. UPDATE ON THE EMERGENCY SHELTER OPERATION.

Mr. Shawn Lloyd, Director of Homeless Services for City Care, gave an update on the emergency shelter operations. The shelter is averaging 56 individuals nightly, with 216 unique individuals served since January 15, 2025.

Housing assessments have been completed on 76 individuals since the beginning of April. Fifty of the individuals have been in a Domestic Violence situation in the last six months. While the majority of the domestic violence individuals in the shelter are female, there is a mix of both male and female.

The shelter has 23 beds for women and 27 for men. Shelters traditionally house more men than women, but staff has seen a growth in the homeless population in the 35-64 age group. Of the people housed at the shelter 46 people have been in the 55-64 age group and 18 have been 65 or older.

Staff have increased efforts to assist Veterans in obtaining VA Housing support through the Housing and Urban Development - Veterans Affairs Supportive Housing (HUD-VASH) Program. HUD-VASH has not been put on hold at this time as it does not have the same regulations as regular housing vouchers. Four veterans have secured housing through the program and work is on track for a total of seven veterans to go into housing this month.

Staff have transported 16 people to apply for public housing as the office is only open during normal business operational hours and not shelter hours. Guests are also helped with setting up mail service with the post office and a person comes out to help with applying for Social Security Disability Insurance (SSDI) claims.

The extreme weather resulted in ten fewer guests last month than the previous month. The cold, wet, and rainy weather led to an increased housing need, added 51 people to the wait list, bringing the total to 216, with 51 people turned away due to lack of available space.

Councilmember Holman noted, even with shelter guest turnover to housing, the wait list is still increasing. Mr. Lloyd said things are going to get worse and not better with the direction the economy is moving.

Norman Caravans is still transporting guests to the day facility, which allows day staff to clean up after night guests leave each day. Councilmember Grant said the goal is to have a 24-hour shelter, so people do not have to leave at 7:00 am.

On May 9, 2025, a ribbon cutting will be held for the new Day Labor van to be used for the participants in the new Better Way Program. This new program will provide employment opportunities and social services targeted toward individuals experiencing homelessness in Norman, Oklahoma.

1. (continued) UPDATE ON THE EMERGENCY SHELTER OPERATION.

Councilmember Grant asked if shelter guests are limited to where they can work and do felonies keep them out of the workforce. Shelter staff is working on a list of felony friendly jobs, but transportation is an issue. They were recently able to get employment for three different people, but there are some issues getting to the site and back as the bus stops running at 9:00 pm. Shelter staff accommodate those who need to come into the shelter after doors close due to employment end times.

Councilmember Holman asked how many of the shelter guests are in good health and can work, but choose to stay at the shelter. Mr. Lloyd said the majority of the 216 quests have some kind of disability or lack adequate income to obtain long term housing. Staff are focusing on assisting people obtain SSI who cannot work due to some type of disability.

Matching compatible housing partners to help secure housing for many is another area of assistance staff are providing. Norman Housing Authority gave the shelter until May 1, 2025, to get the unhoused onto the housing wait list before it closes. Mr. Lloyd said they have been able to access funds from Oklahoma City to help house a few of the Norman unhoused.

Councilmember Hinkle asked how many people assisted in obtaining housing come back into the shelter system. Mr. Lloyd said he will check with the HMIS, (Homeless Management Information System) provider to obtain the data, but he believes the participants are tracked for approximately six months and they are still in their housing unit at the time.

Councilmember Hinkle extended his appreciation to City Care and City staff for what they do to assist the shelter. Councilmember Holman said the community is more accepting of the shelter when they see housing is not the only thing done for the homeless, but people are assisted into stainable housing and employment opportunities.

Councilmember Holman said the community needs to know the homeless exist and cannot be hidden. He further stated City Care has done a good job in reducing the "hanging out" around the shelter. Changing the main entrance to the east side and moving the guest congregate area to the side of the building has helped tremendously with the shelter perception in the community.

Chairman Heikkila thanked City Care staff for what they are doing with the shelter and the guests.

2. DISCUSSION REGARDING THE OPEN RECORDS REQUEST PROCESS FOR THE CITY OF NORMAN.

Ms. Brenda Hall, City Clerk, gave a presentation on the City of Norman records request process. An online software program was purchased and went online October 24, 2024, to handle requests smoothly and timely.

All requests come through the portal and are assigned to the appropriate staff and department for processing. There have been 248 requests since going online and Ms. Hall said there are only five open requests to date, with all others having been filled.

The most difficult record requests to process involve emails as the system does not search in phrases, but single words, and the number of emails pulled for legal to read are very large. Legal creates a spread sheet, minus confidential correspondence and juvenile information, to send the requesting party for review to refine their request prior to legal review and potential redaction. Ms. Hall said that a request can be denied if not relatively specific

This program makes it easier to run reports and upload into the system, without creating an additional document. The program is able to track staff time so accurate fees can be calculated for the request. All base fees are included on the Council approved charges and allows a deposit to be charged and received prior to fulfilling the request.

The Police Department has their own record request system and makes redactions when necessary, but most of their requests are for body cam footage. All other department requests are processed within the NextRequest program through the City Clerk's office.

Councilmember Grant said she was surprised at the number and type of record requests received and asked how upcoming legislation is going to affect the City of Norman's process and are we charging enough in fees. Ms. Hall said the new legislation allows charges for copies, not scans, even though it takes time to do all the scans.

Councilmember Grant asked if there has been an increase in request over the past two years. Ms. Hall said yes, a lot is due to having new requests for environmental information. The system has been very helpful in processing request quickly. When the system cross training is completed, everyone will be able to get into the system and process their department requests.

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ADJOURNMENT

The meeting was adjourned at 5:30 p.m.

ATTEST:

City Clerk

Mayor

CITY OF NORMAN, OK
CITY COUNCIL SPECIAL SESSION

Municipal Building, Executive Conference Room, 201 West Gray, Norman, OK 73069
Tuesday, June 17, 2025 at 5:30 PM

MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session in the Council Chambers of the Norman Municipal Building on the 17th day of June, 2025, at 5:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray Street 48 hours prior to the beginning of the meeting.

CALL TO ORDER

PRESENT
Mayor Larry Heikkila
Councilmember Ward 2 Matthew Peacock
Councilmember Ward 3 Bree Montoya
Councilmember Ward 4 Helen Grant
Councilmember Ward 6 Joshua Hinkle
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Scott Dixon

ABSENT
Councilmember Ward 1 Austin Ball
Councilmember Ward 5 Michael Nash

AGENDA ITEMS

1. CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ADOPTING RESOLUTION R-2425-111: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT CERTAIN STRUCTURE(S) IN THE CITY OF NORMAN ARE DILAPIDATED AND DETRIMENTAL TO THE HEALTH, SAFETY, BENEFIT AND WELFARE OF THE GENERAL PUBLIC; DIRECTING THE REMOVAL OF THE STRUCTURE; ESTABLISHING THE DATE IN WHICH THE WORK SHALL BE COMPLETED BY THE OWNER; AND AUTHORIZING THE CITY MANAGER TO TAKE STEPS TO CAUSE THE WORK TO BE COMPLETED BY THE CITY IF NOT COMPLETED BY THE OWNER WITHIN THE DATES SPECIFIED.

   Motion made by Councilmember Ward 7 Holman to conduct a public hearing, Seconded by Councilmember Ward 6 Hinkle.

   Voting Yea: Mayor Heikkila, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman Councilmember Ward 8 Dixon

   The public hearing was opened.

Participants in discussion

1. Mr. Anthony Purinton, Assistant City Attorney
2. Mr. Greg Clark, Development Services Manager
3. Mr. Darrel Pyle, City Manager
4. Mr. Sean Rieger, Reiger Sadler Joyce, L.L.C., attorney representing the property owner
5. Ms. Elizabeth George, First Bank and Trust
6. Mr. Darwin Brumley, Construction Project Manager
7. Mr. Rick Knighton, City Attorney

Motion made by Councilmember Ward 2 Peacock to close the public hearing, Seconded by Councilmember Ward 6 Hinkle.

Voting Yea: Mayor Heikkila, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman Councilmember Ward 8 Dixon

The public hearing was closed.

*

Motion made by Councilmember Ward 7 Holman to postpone Resolution R-2425-111 to July 22, 2025, which died for lack of a second.

*

Motion made by Councilmember Ward 6 Hinkle to postpone to July 15, 2025, to allow the property owner time for provide a bond to cover the City's financial impact, Seconded by Councilmember Ward 7 Holman.

Participants in discussion

1. Mr. Rick Knighton, City Attorney
2. Mr. Darrel Pyle, City Manager
3. Mr. Anthony Purinton, Assistant City Attorney
4. Mr. Greg Clark, Development Services Manager
5. Mr. Sean Rieger, Reiger Sadler Joyce, L.L.C., attorney representing the property owner

Voting Yea: Mayor Heikkila, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman

Voting Nay: Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 8 Dixon

The motion failed and Resolution R-2425-111 was not postponed

*

Motion made by Councilmember Ward 7 Dixon to adopt Resolution R-2425-111. Seconded by Mayor Heikkila.

Voting Yea: Mayor Heikkila, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 7 Holman Councilmember Ward 8 Dixon

Voting Nay: Councilmember Ward 6 Hinkle

Resolution R-2425-111 was Adopted

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2. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2425-128: SERVICE AND LEASE AGREEMENT WITH CITY CARE, INC., FOR THE OPERATION OF AN EMERGENCY OVERNIGHT SHELTER AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

Participants in discussion

1. Mr. Anthony Purinton, Assistant City Attorney
2. Mr. Alex Lanphere, Ward 2, proponent
3. Mr. Caleb McGee, Ward 4, proponent
4. Mr. Stephen Lett, Ward 4, proponent
5. Mr. Stephen Ellis, Ward 4, proponent
6. Ms. Marguerite Larson, Ward 6, proponent
7. Ms. Ella Crenshaw, Ward 6, proponent
8. Mr. Michael Blunck, Ward 6, proponent
9. Mr. Floyd Caroll, Ward 4, made comments

Voting Yea: Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Voting Yea: Mayor Heikkila

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ADJOURNMENT
The meeting adjourned at 8:47 p.m.

ATTEST:

City Clerk

Mayor

File Attachments for Item:

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING 6-209 (“ADOPTION OF THE RESIDENTIAL CODE”) IN ARTICLE 6-II (“CONSTRUCTION CODES”), BOTH IN CHAPTER 6 (“BUILDINGS AND BUILDING REGULATIONS”) IN ORDER TO ESTABLISH A VISITABLE INCENTIVE PROGRAM FOR RESIDENCES THAT ARE BUILT AS VISITABLE DWELLINGS AS DEFINED BY ICC ANSI 117.1; AND PROVIDING FOR THE SEVERABILITY THEREOF.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 7/08/2025

REQUESTER City Council

PRESENTER: Greg Clark, Development Services Manager

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING 6-209 ("ADOPTION OF THE RESIDENTIAL CODE") IN ARTICLE 6-II ("CONSTRUCTION CODES"), BOTH IN CHAPTER 6 ("BUILDINGS AND BUILDING REGULATIONS") IN ORDER TO ESTABLISH A VISITABLE INCENTIVE PROGRAM FOR RESIDENCES THAT ARE BUILT AS VISITABLE DWELLINGS AS DEFINED BY ICC ANSI 117.1; AND PROVIDING FOR THE SEVERABILITY THEREOF.

HISTORY OF THE VISITABILITY RESOLUTION:

At the May 2, 2019, CPT meeting a Citizen Ad Hoc Committee presented to City staff and Council Members a proposed draft of the Norman Visitability Code. The purpose of the Norman Visitability Code was to establish minimum regulations for the design, installation and construction of single-family homes or other dwellings with less than four units by providing reasonable criteria for Visitability for persons with disabilities or seniors aging in place. A draft copy of the proposed code was provided to staff and Council Members in attendance that was tailored around the Fair Housing Act. It was recommended that staff should review and compare the proposed Norman Visitability Code to applicable and existing code and for Council to discuss its priority during their annual retreat.

Staff presented at the May 27, 2021, Community Planning and Transportation Committee (CPTC) meeting information about what makes a Visitable dwelling. Further discussion was about the Ad Hoc Committee's recommendations and how it compared to current codes. In addition to this staff provided information from the currently adopted codes specifically the ICC A117.1-2009 Standard, in particular Section 1005, Type C (Visitable) Dwelling Units. It was staff's recommendation that for the purpose of the incentive program we utilize the already written and vetted standard of a Type C Visitable Dwelling Unit. The committee shared staff's opinion and the Resolution was written to reflect this standard.

Staff presented the Resolution at the City Council Study Session on June 8, 2021, and it was approved on June 22, 2021, with effective start date of August 1, 2021, for a length of 2 years.

With the program set to expire Staff presented to CPTC on March 25, 2023. At that time several applicants remained in the program therefore, it was suggested the program be extended for an additional 2-year period. The program was extended by Council under Resolution R-2021-118 Amendment 1 for a 2 year period and is set to expire August 1, 2025.

At the May 22, 2025, Community Planning and Transportation Committee staff presented to the Committee the status of the program and advised it was set to expire on August 1, 2025. After discussion staff was provided direction by the Committee to propose the program as an Ordinance.

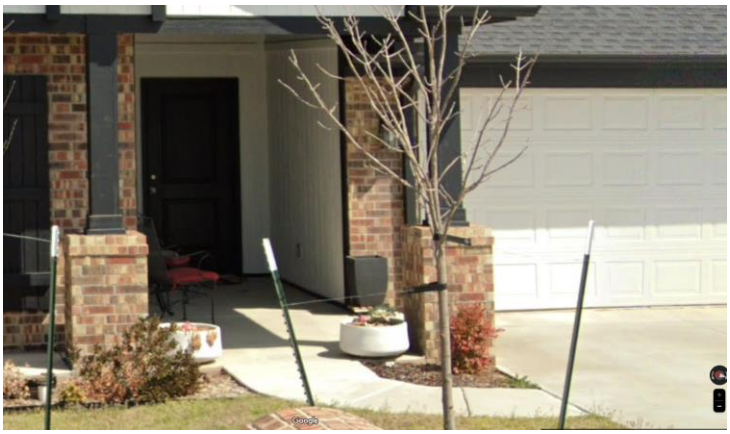
CURRENT CODES AND PROGRAM STATISTICS:

Currently, the adopted code for Dwellings for the State of Oklahoma and the City of Norman is the 2018 International Residential Code (IRC). The IRC references the Standard ICC A117.1-2009 for accessible considerations. In the 2009 standard a new section was added titled 1005 Type C (Visitable) Units. The section deals specifically with creating a minimum standard for Dwelling Units to comply with to be considered Visitable.

As of May 16, 2025, 67 homes have enrolled in the program. 10 have completed the program and received a credit. 47 have withdrawn or did not pass the program, and 10 remain enrolled in the program.

It must be acknowledged that the plan does not have a lot of success stories to date with a pass rate of 17.5% and only 67 participants. There are a number of reasons for this.

- Cannibalization. The City currently offers an energy credit program and this program is a more popular with builders. In the same time window there have been over 650 homes registered in the Energy Credit Program.



(Example: A home with no step entry and a basic door that complies with Visitability requirements; however, the builder pursued energy credit program.)

- The most common reason builders have withdrawn/failed the program has to do with the thresholds for the front doors. Most builders are using very ornate custom doors and these doors come with manufactured attached/included thresholds and the builders did not want to remove or replace these components.

(House with custom door that had an easy method to comply with the program but unlikely the builder client would desire to amend the door)

RECOMMENDATION:

Staff recommendation is to keep the plan and make it permanent by ordinance.

- Stability in the program will likely encourage more builders/developers to consider the benefits for the home and credit.
- Other than the cost to the City for the credit, there is essentially no negative aspect to the program.
- The ordinance is written in such a manner that it will hold up over time regardless of how other codes are updated.
- As energy codes evolve over time and get more stringent, it is possible more builders will see benefit to the Visitability Program as these requirements are unlikely to shift dramatically.

INCENTIVE:

The proposed source of the credit is the Building Permit fee from Article 6-105 (a) (4). This fee is .14 cents per sq. ft. of the project area (all areas under the roof) of a home. This incentive is a pass or fail with either 100% of the fee being credited or 0% credited if the home failed to comply. While this may not seem like a significant incentive a lot of the principles of a Visitable Home can be achieved without significant changes to a properties floor plan.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING 6-209 ("ADOPTION OF THE RESIDENTIAL CODE") IN ARTICLE 6-II ("CONSTRUCTION CODES"), BOTH IN CHAPTER 6 ("BUILDINGS AND BUILDING REGULATIONS") IN ORDER TO ESTABLISH A VISITABLE INCENTIVE PROGRAM FOR RESIDENCES THAT ARE BUILT AS VISTABLE DWELLINGS AS DEFINED BY ICC ANSI 117.1 ; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. THAT Section 6-209 of Chapter 6 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 6-209. – Adoption of the Residential Code

(a) Pursuant to 59 O.S. § 1000.23, the International Residential Code for One- and Two-Family Dwellings, 2018 edition, including appendix E, K and Q, as published by the International Code Council, Inc., including modifications by the Oklahoma Uniform Building Code Commission as set forth in title 748 of the Oklahoma Administrative Code, hereinafter referred to as "IRC," is hereby adopted as the residential code of the City for regulating construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal, and demolition; of detached one- and two-family dwellings, townhouses, manufactured homes, or accessory structures; not more than three stories in height with separate means of egress with the same force and effect as if fully set out in this section with amendments thereto as prescribed in this section.

* * *

(d) Incentive Programs Generally. The utilization of any incentive program requires the following: All utility accounts must be current, all building permits must be in a non-expired status, and all fees owed to the City of Norman must be paid or intent to pay must be demonstrated in writing.

(f) Visitability Program: Those who intend in good faith to construct a new single-family home, two-family home, townhouse or Accessory Dwelling Units ("ADUs"), that will comply as a Type C Vistable Dwelling as set forth in the currently adopted ICC ANSI 117.1 Standard, can apply for a permit fee adjustment with respect to such home, subject to compliance as follows:

(1) Enrollment into the program must occur prior to issuance of the building permit application;

(2) At permit issuance, the applicant will not be made responsible for building permit fees, as outlined in Appendix A, Chapter 6-105(a)(5) of the City of Norman Municipal Code;

(3) In all cases, application for a Visitable Fee Adjustment shall not prevent submittal of a fee adjustment application under another program in relation to

the same structure, except that no applicant's incentive program performance may be deemed to have satisfied more than the total Building Permit Fee as identified in Appendix A, Chapter 6-105(a) (5) of the City of Norman Municipal Code;

(4) A Visitability Final Inspection must be requested by the applicant/permit holder and approved by the Building Inspector verifying compliance with the Visibility Code prior to issuance of a Certificate of Occupancy (CO);

(5) In the event the dwelling does not receive approval of the Visitable Final Inspection or it is never requested all permit fees including the fees associated with the program must be satisfied before issuance of a Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO);

(6) The City of Norman may refuse application and deny or charge back adjustments where the applicant failed to follow the procedure set forth herein.

* * *

§ 2. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day

of _____, 2025.

_____
Stephen Tyler Holman, Mayor

NOT ADOPTED this _____ day

of _____, 2025.

_____
Stephen Tyler Holman, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

City of Norman

Visitability Program Q and A

DEVELOPMENT SERVICES DIVISION
Building Permits and Inspections
225 N. Webster. Norman OK 73069
Permits: (405) 366-5339

The below question and answers are regarding the City of Norman's Pilot Visitability Program.

Question: What is a Visitable Dwelling?

Answer: A Visitable Dwelling is a home that has features that allow mobility impaired and aging in place individuals to live in or visit with fewer constraints than most dwellings.

Question: What is the City of Norman's Visitable Resolution?

Answer: City Council extended the program with Resolution R-2021-118 Amendment 1 to continue a Pilot Program that runs through 7/31/2025 for an incentive based program encouraging builders to construct Visitable Dwellings.

Question: What projects are eligible to enroll in the program?

Answer: New One and Two Family Dwellings and Townhouses with less than four dwelling units.

Question: What kind of incentive can a builder get if they complete the program?

Answer: A home that completes the program will not have to pay their building permit fee which is .14 cents per square foot of project area (all areas under the roof). A 2000 square foot home with a 400 square foot garage and a 200 square foot patio would be eligible to receive a credit of $364 (2600 x .14).

Question: What do I have to do to enroll in the program?

Answer: At the time of submitting for a building permit you should complete the Visitability Program Participation Application. It can be found **HERE.**

Question: When I submit my enrollment is there anything else I need to do or provide?

Answer: Yes, your floor plans demonstrating compliance with a Visitable dwelling should be submitted and further your Norman Utilities Accounts must be in good standing.

Question: What information needs to be on the floor plans to demonstrate a dwelling will meet the Visitability Code?

Answer: Pertinent details of a visitable dwelling that should be on your plans: no step entry, threshold detail, doors of minimum dimensions, pathways/halls/bottlenecks exceed minimum widths, a bathroom, living room, kitchen all accessed by a Visitable pathway, clear space at the water closet in the visitable bathroom.

Question: I enrolled in the Visitable Program what happens next?

Answers: Your building permit fee will not be charged to you and a building permit will be issued (all other fees must be paid). At this point you will proceed in building and completing the home. Before advancing to Certificate of Occupancy (CO), you must request a Visitable Final Inspection.

Question: When and how do I request the Visitable Final Inspection?

Answer: You will be able to request this inspection after all the trade finals are approved, and all construction is complete – move in ready. For coordination purposes best practice will be to request the Visitable Final at the time of the Building Final. You can request the inspection via our online system at www.normanok.gov or by phone through a Permit Technician.

Answer: I failed my visitable final Inspection what happens now?

There are two options - make the corrections and recall the inspection or withdraw from the program which will require payment of the building permit fee.

Question: Can I get a Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) before I get my visitable Final Inspection?

Answer: You can get a CO or TCO without an approved Visitable Final Inspection but you will have to withdraw from the program and repay your building permit fee.

What changes to my home are required to make it a Visitable home?

See attached Exert from the ICC A117.1-2009 regarding Type C Visitable Units with added drawing and staff explanations. Key components include:

Where can I find the Visitability Code and ICC A117.1-2009?
https://codes.iccsafe.org/content/icca117-12009/chapter-10-dwelling-units-and-sleeping-units#ICCA117.12009_Ch10_Sec1005

Attachment: Exert from ICC A117.1-2009 with staff explanations in red

Accessible and usable Buildings and Facilities ICC A117.1-2009

Complete Code can be seen at: **https://codes.iccsafe.org/content/icca117-12009**

1005 Type C (Visitable) Units

1005.1 General. Type C (Visitable) dwelling units shall comply with Section 1005.

1005.2 Unit Entrance. At least one-unit entrance shall be on a circulation path complying with Section 1005.5 from a public street or sidewalk, a dwelling unit driveway, or a garage.

1005.3 Connected Spaces. A circulation path complying with Section 1005.5 shall connect the unit entrance complying with Section 1005.2 and with the spaces specified in Section 1005.4.

1005.4 Interior Spaces. The entrance level shall include a toilet room or bathroom complying with Section 1005.6 and one habitable space with an area 70 square feet (6.5 m2) minimum. Where a food preparation area is provided on the entrance level, it shall comply with Section 1005.7.

Exception: A toilet room or bathroom shall not be required on an entrance level with less than 120 square feet (11.1 m2) of habitable space.

1005.5 Circulation Path. Circulation paths shall comply with Section 1005.5.

1005.5.1 Components. The circulation path shall consist of one or more of the following elements: walking surfaces with a slope not steeper that 1:20, doors and doorways, ramps, elevators complying with Sections 407 through 409, and wheelchair (platform) lifts complying with Section 410.

1005.5.2 Walking Surfaces. Walking surfaces with slopes not steeper than 1:20 shall comply with Section 303. *(Section 303 states vertical changes in level restricted to ¼", with ½" elevation change allowed if the surface has a beveled surface at a 1:2 slope)*

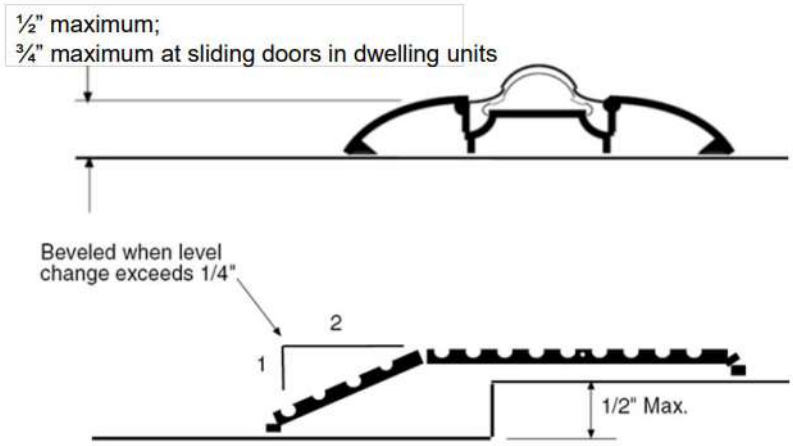
1005.5.2.1 Clear Width. The clear width of the circulation path shall comply with Section 403.5. *(Per 403.5 typically 36" wide minimum)*

1005.5.3 Doors and Doorways. Doors and doorways shall comply with Section 1005.5.3

1005.5.3.1 Clear Width. Doorways shall have a clear opening of 31 3/4 inches (805 mm) minimum. Clear opening of swinging doors shall be measured between the face of the door and stop, with the door open 90 degrees.

1005.5.3.2 Thresholds. Thresholds shall comply with Section 303. *(Changes in level restricted to ¼", with ½" elevation change allowed if the surface has a beveled surface at a 1:2 slope. See detail.)*

Exception: Thresholds at exterior sliding doors shall be permitted to be 3/4 inch (19 mm) maximum in height, provided they are beveled with a slope not steeper than 1:2.

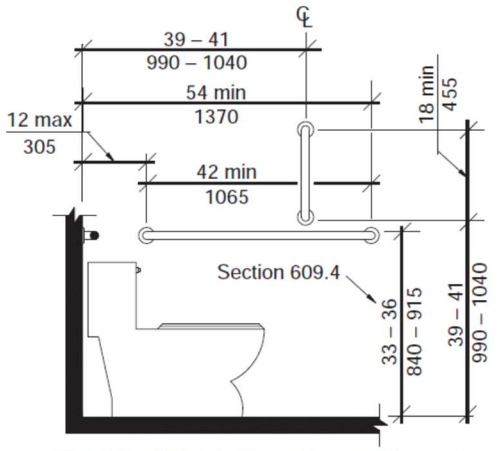


1005.5.4 Ramps. Ramps shall comply with Section 405. *(A ramp is a surface with a slope greater than 1:20 with a maximum slope of 1:12, it must be 36" wide minimum, must have a landing at the top and bottom and requires handrails on both sides of the ramp if there is 6" of vertical travel)*

Exception: Handrails, intermediate landings and edge protection are not required where the sides of ramp runs have a vertical drop off of 1/2 inch (13 mm) maximum within 10 inches (255 mm) horizontally of the ramp run.

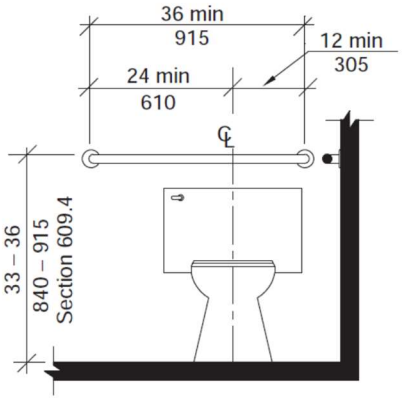
1005.5.4.1 Clear Width. The clear width of the circulation path shall comply with Section 403.5. *(Per 403.5 typically 36" wide minimum)*

1005.6 Toilet Room or Bathroom. At a minimum, the toilet room or bathroom required by Section 1005.4 shall include a lavatory and a water closet. Reinforcement shall be provided for the future installation of grab bars at water closets. Clearances at the water closet shall comply with Section 1004.11.3.1.2. *(Reinforcement for Grab bars is required at the water closet. See Figures 604.5.1 and 604.5.2 for locations to install them. Clearances at water closets to comply with a Type B Dwelling See drawings from Figure 1004.11.3.1.2.)*



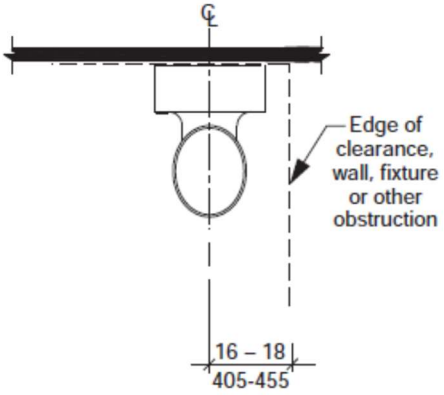
Note: For children's dimensions see Fig. 609.4.2

FIG. 604.5.1
SIDE WALL GRAB BAR FOR WATER CLOSET

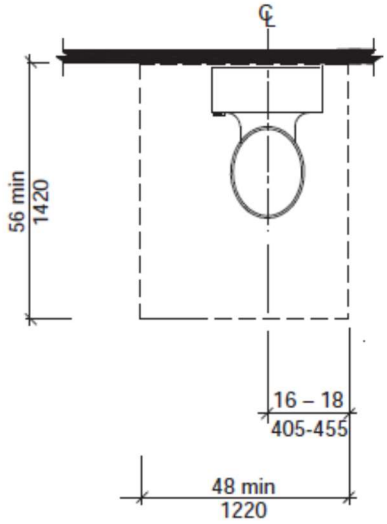


Note: For children's dimensions see Fig. 609.4.2

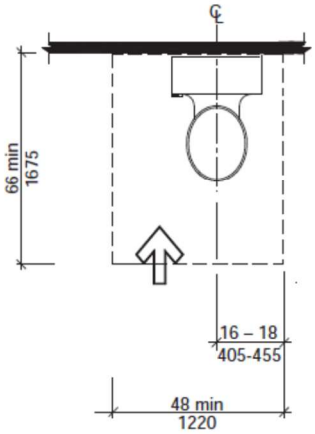
FIG. 604.5.2
REAR WALL GRAB BAR FOR WATER CLOSET



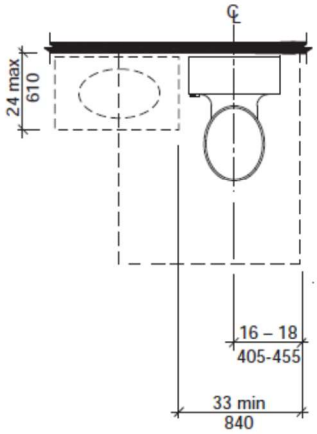
(a) Water closet location



(b) Clearance width and depth



(c) Increased clearance depth – forward approach



(d) Clearance with lavatory overlap

FIG. 1004.11.3.1.2
CLEARANCE AT WATER CLOSETS IN TYPE B UNITS

1005.7 Food Preparation Area. At a minimum, the food preparation area shall include a sink, a cooking appliance, and a refrigerator. Clearances between all opposing base cabinets, counter tops, appliances or walls within the food preparation area shall be 40 inches (1015 mm) minimum in width.

Exception: Spaces that do not provide a cooktop or conventional range shall be permitted to provide a clearance of 36 inches (915 mm) minimum in width.

1005.8 Lighting Controls and Receptacle Outlets.
Receptacle outlets and operable parts of lighting controls shall be located 15 inches (380 mm) minimum and 48 inches (1220 mm) maximum above the floor.

Exception: The following shall not be required to comply with Section 1005.8.

1. Receptacle outlets serving a dedicated use.
2. Controls mounted on ceiling fans and ceiling lights.
3. Floor receptacle outlets.
4. Lighting controls and receptacle outlets over countertops.

Community Planning and Transportation Committee

Visitability Pilot Program

5/22/2025

Visitability and Accessibility

- Visitable Dwelling: Offers a few specific features making a home easier for mobility-impaired people to live in and visit. (visitability.org)
- Accessible Building: The intent of these sections is to allow a person with a physical disability to independently get to, enter, and use a site, facility, building, or element. (Section 101, ICC A117.1-2009)

Visitability v. Accessibility

Visitable Dwelling Unit	Accessible Dwelling Unit
No step entry and compliant entry path required.	No step entry and compliant entry path required.
Routes to required areas to be 36” wide typically Doors to be 31.75” in the clear wide.	All Routes to be 36” wide typically Doors to be 31.75” in the clear wide.
Bathroom: Toilet/Sink with backing and clearances at the toilet required.	Bathroom: Toilet/sink/bathing with grab bars installed and proper clearances for all of them. Counters at accessible heights and laid our for proper reach distances.
Kitchen: Which includes a sink, cooking appliance, and refrigerator to have a path to these areas typically 40” wide.	Kitchen: Has proper widths, reach ranges, counter heights, with clear spaces for the sink and all appliances.
A living room or similar is to be on a compliant route that is at least 70 sqft in area.	All the living space on the accessible floor level has to be compliant including sleeping rooms, laundry rooms, game rooms and similar.
Receptacle outlets and lighting controls to be installed between 15” and 48” typically.	Outlets, lighting controls, switches, environmental controls, electrical panel boards, security controls and similar to be installed at a compliant height and reach distance.

As defined by the ICC ANSI 117.1-2009

Visitability v. Accessibility

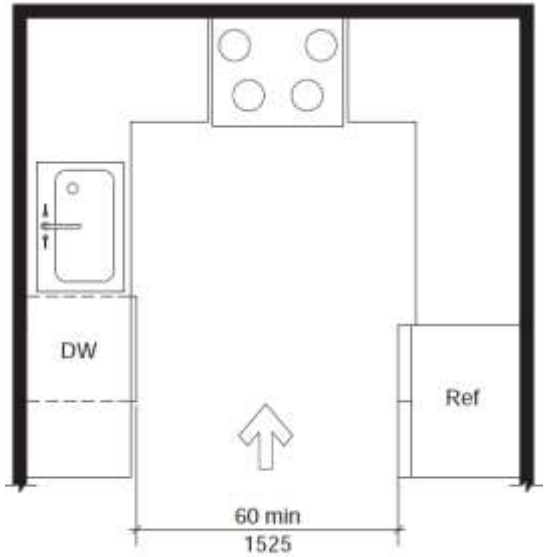
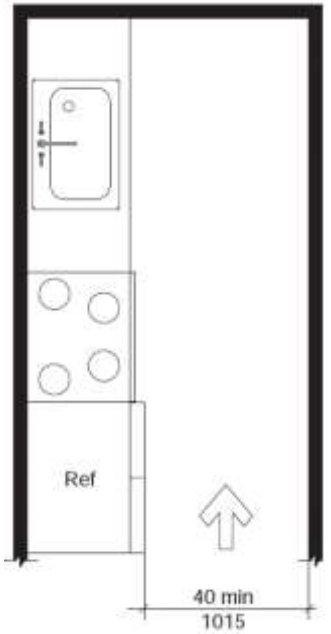


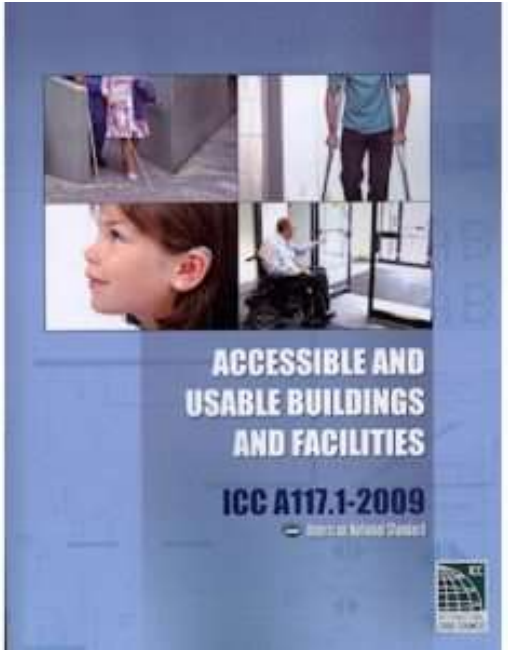
FIG. 1004.12.1.2
U-SHAPED KITCHEN CLEARANCE IN TYPE B UNITS



36” width would be ok for Visitable needs if the range wasn’t here and certain features like counter heights and reach ranges are not obligated.

Current Visitability Codes

- The currently adopted codes for the State of Oklahoma and City of Norman for Residential Construction are the 2018 IRC and for accessibility is the ICC A117.1-2009.
- ICC A117.1-2017 is the most current version of the Accessible Standard. The Oklahoma Uniform Building Code Commission (OUBCC) updates the Building Codes statewide at their discretion but generally every 3 years. It is likely during the Summer of 2026 the state codes will update and the new standard for accessibility will be the A117.1-2017 and the new standard for Residential Construction will be the 2024 IRC.
- In the 2009 version of the ICC A117.1-2009 Standard it included a new section Type C Visitable Units this is included in the 2017 version of the standard.



History of the Norman Visitability Code

January through April 2019: The Citizen Ad Hoc Committee for Accessible Housing met, discussed and drafted the Norman Visitability Code.

May 2019: At the CPT meeting the Ad Hoc Committee presented the Norman Visitability Code, draft document for consideration to staff and members with request that the document be compared to the current building codes and practices, as well as other visitability codes.

The document was to be discussed during the annual City Council retreat.

The original proposed Norman Visitability Code was an organic interpretation of the Fair Housing Act Design Manual, which was published in 1998. The manual is a 300 page design guide but not a prescriptive code. While many of the concepts in the Fair Housing Act have been put forth in other building codes it is not one staff has adopted or utilizes as a current standard.

History of the Norman Visitability Code (cont.)

- Staff provided recommendations to the Community Planning and Transportation Committee on 5/27/2021 to consider a 2 year program adopting the Nationally Recognized ICC ANSI 117.1 2009 Standards for Visitability as an incentive program where participants could receive a credit of $.14/sf if their home was built to the Standard.
- Council adopted the resolution on June 22nd of 2021 to adopt the program as a 2 year program.
- Staff came back to CPTC in March of 2023 and in discussion it was agreed to extend the program for an additional 2 years. Resolution R-2021-118 Amendment 1 was approved by Council for a 2 year period and the program is set to expire August 1 , 2025.

Current Program Statistics

- 67 enrolled currently
- 10 have Completed the program and received a credit
- 47 withdrew/did not pass the program
- 10 are still in the program as of today
- 9 applied in year 2021
- 40 applied in year 2022
- 7 applied in year 2023
- 9 applied in year 2024
- 2 applied in year 2025

Data accurate as of 5/14/2025

Program Outcomes

In discussions with applicants that withdrew these were some common reasons:

- Lot features made the no step entry a challenge. Drainage or large elevation changes. There are developments especially those with hills and elevation changes that creating no step entries are not easy and to do so could invite moisture intrusion.

Program Outcomes

- Cannibalization: Most of our spec builders participate in Energy Credit Programs. In roughly the same window as the Visitability Program we have had over 650 Homes enrolled in the Energy Credit Program.

Program Outcomes

- Customer wanted features outside the scope of program custom front doors and ornate entry’s.

Staff Recommendation

- Staff recommends keeping the program and making it a permanent program by Ordinance. The reference to the Type “C” Visitable Dwelling from the A117.1 can be referenced in such an adoption which ensures that if future updates occur in this standard, the programs benchmark home updates with it.
- By making the program permanent future builders and developers can certainly consider this as a cost savings option for the future developments.
- Over time we could see builders gravitate to the Visitable Home Program if Energy Code Compliance becomes more difficult.
- Alternatively we could allow the program to sunset or explore a different program with different parameters.
- Alternatively our building codes could be updated to make a visitable home a minimum standard not an incentive.
- There is little downside to the program other than the cost to the City from the Credit.

Direction and Questions

File Attachments for Item:

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2025, AND DIRECTING THE FILING THEREOF.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2025, AND DIRECTING THE FILING THEREOF.

DATE: July 7, 2025

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

	MONTHLY COMPARISON						ANNUAL COMPARISON			
FUND	MONTHLY BUDGETED INTEREST EARNINGS FYE25	MONTHLY INTEREST EARNINGS June 2025	MONTHLY % INCREASE (DECREASE)	MONTHLY INTEREST % OF PORTFOLIO HOLDINGS	MONTH-END BALANCE June 2025	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE25-YTD	INTEREST EARNINGS YTD FYE25	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	$16,423	$46,854	185.29%	6.69%	12,856,849	5.45%	$193,214	$531,360	175.01%	5.77%
NET REVENUE STABILIZATION	$4,167	$18,043	333.02%	2.57%	4,952,010	2.10%	$50,000	$224,975	349.95%	2.44%
PUBLIC SAFETY SALES TAX FUND	$4,167	$6,297	51.14%	0.90%	170,085	0.07%	$50,000	$102,901	105.80%	1.12%
HOUSING	N/A	$461	100.00%	0.07%	4,508,817	1.91%	N/A	$6,003	100.00%	0.07%
SPECIAL GRANTS FUND	N/A	$20,401	100.00%	2.91%	16,496,151	6.99%	N/A	$323,561	100.00%	3.51%
ROOM TAX FUND	$208	$2,615	1154.99%	0.37%	1,091,817	0.46%	$2,500	$41,547	1561.88%	0.45%
YFAC FUND	$0	$0	0.00%	0.00%	(206,912)	-0.09%	$0	$0	0.00%	0.00%
SEIZURES	$42	$4,610	10964.17%	0.66%	1,359,646	0.58%	$500	$75,942	15088.46%	0.82%
CLEET FUND	N/A	$0	100.00%	0.00%	(12,660)	-0.01%	N/A	$0	100.00%	0.00%
TRANSIT & PARKING FUND	$0	$9,212	0.00%	1.31%	3,116,680	1.32%	$0	$60,925	0.00%	0.66%
ART IN PUBLIC PLACES FUND	N/A	$9	100.00%	0.00%	2,662	0.00%	N/A	$80	100.00%	0.00%
WESTWOOD FUND	$625	$937	49.97%	0.13%	1,428,096	0.61%	$7,500	$14,088	87.84%	0.15%
WATER FUND	$10,000	$169,287	1592.87%	24.16%	48,004,930	20.34%	$120,000	$2,003,733	1569.78%	21.76%
WASTEWATER FUND	$4,167	$23,272	458.52%	3.32%	6,861,377	2.91%	$50,000	$329,586	559.17%	3.58%
SEWER MAINTENANCE FUND	N/A	$61,811	100.00%	8.82%	17,045,982	7.22%	N/A	$809,585	100.00%	8.79%
DEVELOPMENT EXCISE	$5,833	$7,505	28.65%	1.07%	2,402,513	1.02%	$70,000	$129,047	84.35%	1.40%
SANITATION FUND	$25,000	$40,813	63.25%	5.82%	10,828,336	4.59%	$300,000	$488,657	62.89%	5.31%
RISK MANAGEMENT FUND	N/A	$906	100.00%	0.13%	74,590	0.03%	N/A	$70,799	100.00%	0.77%
CAPITAL PROJECTS FUND	$58,333	$175,857	201.47%	25.10%	71,399,706	30.26%	$700,000	$2,423,875	246.27%	26.33%
NORMAN FORWARD SALES TAX	$1,250	$27,526	2102.09%	3.93%	10,229,440	4.34%	$15,000	$275,097	1733.98%	2.99%
PARKLAND FUND	$833	$3,210	285.21%	0.46%	883,311	0.37%	$10,000	$39,510	295.10%	0.43%
UNP TAX INCREMENT DISTRICT	$2,000	$21,085	954.27%	3.01%	5,966,078	2.53%	$240,000	$421,788	75.74%	4.58%
CENTER CITY TAX INCREMENT DIST	$167	$20,661	0.00%	2.95%	5,682,781	2.41%	N/A	$216,192	100.00%	2.35%
SINKING FUND	$2,083	$34,875	1574.00%	4.98%	9,593,030	4.07%	$25,000	$561,589	2146.35%	6.10%
SITE IMPROVEMENT FUND	N/A	$201	100.00%	0.03%	55,298	0.02%	N/A	$2,512	100.00%	0.03%
TRUST & AGENCY FUNDS	N/A	$39	100.00%	0.01%	10,772	0.00%	N/A	$489	100.00%	0.01%
ARTERIAL ROAD FUND	N/A	$4,249	100.00%	0.61%	1,166,308	0.49%	N/A	$52,825	100.00%	0.57%
	$135,298	$700,737	417.92%	100.00%	235,967,694	100.00%	$1,833,714	$9,206,666	402.08%	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 $235.97 million as of 06/30/25 are represented by working capital cash balances of all City funds of approximately $111.37 million, outstanding encumbrances of $47.93 million, General Obligation Bond proceeds of $56.68 million, NUA revenue bond proceeds of $7.07 million, NMA bond proceeds of $7.41 million, and UNP TIF reserve amounts of $5.51 million.

INVESTMENT BY TYPE

June 30, 2025

LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	EARNED INTEREST	COST	MARKET
**Checking							
BANK OF OKLAHOMA	GEN'L DEP.			2.53%	$27,439.71	$16,579,659.03	$16,579,659.03
BANK OF OKLAHOMA	WARRANTS PAYABLE					($719,204.10)	($719,204.10)
BANK OF OKLAHOMA	PAYROLL					($4,178,881.26)	($4,178,881.26)
BANK OF OKLAHOMA	COURT BOND REFUNDS					$239,711.53	$239,711.53
BANK OF OKLAHOMA	INSURANCE CLAIMS					($293,974.89)	($293,974.89)
BANK OF OKLAHOMA	LOCK BOX					$1,591,719.90	$1,591,719.90
BANK OF OKLAHOMA	RETURN CHECKS					($7,323.64)	($7,323.64)
BANK OF OKLAHOMA	PARKS					$0.00	$0.00
BANK OF OKLAHOMA	FLEXIBLE SPENDING					($7,270.50)	($7,270.50)
BANK OF OKLAHOMA	CDBG-CV			2.56%	$460.54	$215,970.92	$215,970.92
**Subtotal					$27,900.25	$13,420,406.99	$13,420,406.99
**Money Market							
BANCFIRST-NUA	MONEY MKT.			4.16%	$633.47	$623,863.67	$623,863.67
BANCFIRST-NMA Room Tax	MONEY MKT.			4.16%	$208.71	$145,563.55	$145,563.55
BANCFIRST-NUA Water	MONEY MKT.			4.20%	$18,322.38	$5,937,145.37	$5,937,145.37
BANCFIRST-NUA Clean Water	MONEY MKT.			4.16%	$561.30	$504,293.79	$504,293.79
BANCFIRST-NMA PSST	MONEY MKT.			4.20%	$6,297.35	$2,309,345.87	$2,309,345.87
BANCFIRST-NMA Norman Forward	MONEY MKT.			4.20%	$10,053.96	$4,958,865.32	$4,958,865.32
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			4.33%	$19,424.63	$5,514,200.37	$5,514,200.37
BANK OF OKLAHOMA ARPA	MONEY MKT.			2.56%	$17,382.93	$7,849,990.83	$7,849,990.83
BANK OF OKLAHOMA-Westwood	MONEY MKT.			2.56%	$937.33	$0.00	$0.00
BANK OF OKLAHOMA-CW	MONEY MKT.			2.56%	$28.45	$13,342.82	$13,342.82
BANK OF OKLAHOMA	MONEY MKT.			2.56%	$177.35	$83,168.07	$83,168.07
BANK OF OKLAHOMA	MONEY MKT.			2.56%	$647.90	$295,432.81	$295,432.81
BANK OF OKLAHOMA-SW	MONEY MKT.			2.56%	$24.20	$11,349.31	$11,349.31
BANK OF OKLAHOMA-Opioid Abt	MONEY MKT.			2.56%	$2,840.52	$1,377,973.18	$1,377,973.18
BANK OF OKLAHOMA-Misty Lake	MONEY MKT.			2.56%	$1,363.24	$639,289.96	$639,289.96
BANK OF OKLAHOMA-2023A	MONEY MKT.			2.56%	$55,291.57	$25,776,285.49	$25,776,285.49
BANK OF OKLAHOMA-2023B	MONEY MKT.			2.56%	$31,018.80	$14,546,156.98	$14,546,156.98
BANK OF OKLAHOMA-2021	MONEY MKT.			2.56%	$6,957.64	$3,232,006.77	$3,232,006.77
BANK OF OKLAHOMA-2024A	MONEY MKT.			2.56%	$28,315.35	$13,126,290.05	$13,126,290.05
**Subtotal					$200,487.08	$86,944,564.21	$86,944,564.21
**Sweep/Overnight							
GOLDMAN SACHS	GOVT SELECT 1237			4.24%	$2,643.50	$749,636.70	$749,636.70
BANK OF OKLAHOMA PORTFOLIO	SHORT TERM			4.25%	$357,594.32	$89,398,085.91	$89,398,085.91
**Certificate of Deposit							
FIRST FIDELITY BANK	CD	03/31/25	09/30/25	3.02%	$618.75	$250,000.00	$250,000.00
GREAT NATIONS BANK	CD	09/30/24	09/30/25	4.22%	$879.17	$250,000.00	$250,000.00
VALLIANCE BANK	CD	11/30/24	11/30/25	4.15%	$864.58	$250,000.00	$250,000.00
FIRST NATIONAL BANK	CD	12/28/24	12/28/25	3.15%	$656.25	$250,000.00	$250,000.00
**Subtotal					$3,018.75	$1,000,000.00	$1,000,000.00
**U.S. Treasury Securities/Agency Securities							
TVA Note	880591CJ9	08/31/23	11/01/25	4.89%	41,995.27	10,000,000.00	$10,072,000.00
FFCB	3133ERWP2	02/28/25	10/01/25	4.24%	22,200.45	6,455,000.00	$6,445,446.60
US T-Notes	91282CKY6	06/30/25	06/30/26	3.96%		7,500,000.00	$7,543,950.00
US T-Notes	91282CLH2	06/30/25	08/31/26	3.91%		8,000,000.00	$7,980,960.00
FFCB	3133ERP96	12/31/24	09/24/26	4.24%	26,491.30	7,500,000.00	$7,523,250.00
FFCB	3133ETBD8	03/31/25	03/26/27	4.42%	18,405.74	5,000,000.00	$4,994,900.00
**Subtotal					109,092.76	44,455,000.00	$44,560,506.60
TOTAL					700,736.66	235,967,693.81	$235,323,563.71

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:

7. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF JUNE 2025.

CITY OF NORMAN, OK

STAFF REPORT

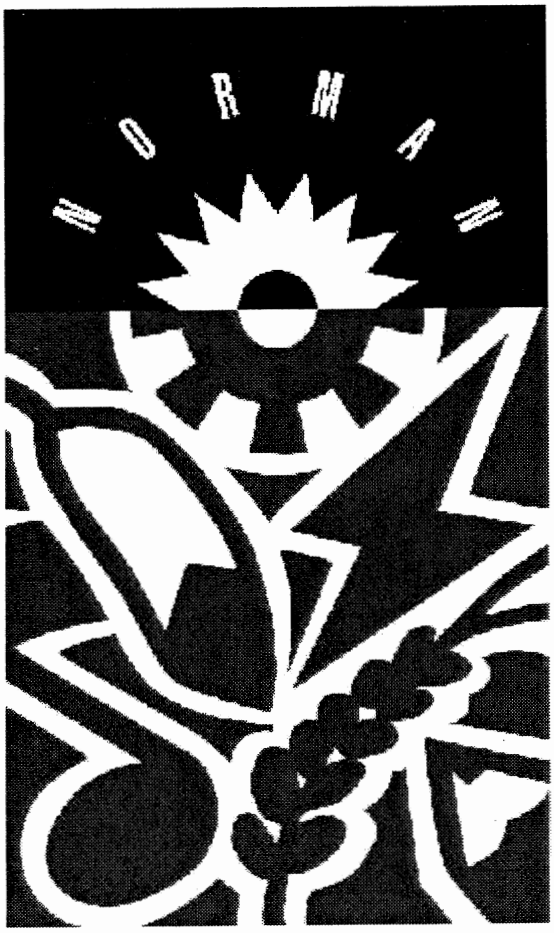
MEETING DATE: 07/22/2025

REQUESTER: Stacey Parker, Executive Assistant

PRESENTER: Stacey Parker, Executive Assistant

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF JUNE 2025.

City of Norman



Monthly Departmental Report

June 2025

MONTHLY PROGRESS

TABLE OF CONTENTS
MONTHLY PROGRESS REPORTS

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

CITY CLERK 1

CITY CLERK

MONTHLY PROGRESS REPORT
June 2025

ACTION CENTER				
DEPARTMENT	CALLS	CALLS YTD	ADDITIONAL CONTACTS	ADDITIONAL CONTACTS YTD
Animal Welfare	22	158	0	5
Bus Service	1	6	4	7
CDBG	0	10	0	3
City Clerk	119	749	0	9
City Manager/Mayor	5	42	0	7
City Wide Garage Sale	0	0	0	0
Code Enforcement	89	496	7	33
Finance	9	25	0	0
Fire/Civil Defense	6	52	0	6
Human Resources	15	83	0	3
I.T.	3	39	0	4
Legal	4	55	0	4
Line Maintenance	50	361	1	12
Municipal Court	11	69	1	3
Noise Complaint	0	0	0	2
Norman Forward Questions	0	0	0	2
Outreach	3	63	3	6
Parks & Recreation	57	334	5	18
Permits/Inspections	99	817	2	12
Planning	23	162	0	5
Police/Parking	31	398	5	19
Public Works	13	169	3	12
Recycling	0	3	0	0
Sanitation	103	810	2	26
Sidewalks	0	6	0	5
Storm Debris	0	0	0	0
Storm Water	28	138	10	25
Streets	44	389	4	19
Streets Lights	3	132	1	14
Traffic	5	161	1	11
Utilities	187	915	4	22
WC Questions	0	0	0	0
WC Violations	0	0	0	2
June 2025 Total: 983	**930**	**6695**	**53**	**296**

LICENSES

29 new business licenses and 35 renewals were issued during the month of June. The following is a list of business license renewals issued in June and YTD totals:

LICENSE TYPE	NUMBER ISSUED	FYE YTD	LICENSE TYPE	NUMBER ISSUED	FYE YTD
Bee Keeper	2	5	Retail Beer	0	75
Brewer	0	3	Retail Spirits Store	2	16
Coin-Operated Devices	1	678	Retail Wine	0	56
Distiller	0	0	Salvage Yard	0	0
Food	16	545	Sidewalk Dining	0	11
Game Machines	0	0	Solicitor/Peddler (30 day)	3	9
Impoundment Yard	0	4	Solicitor/Peddler (60 day)	0	4
Kennel	0	22	Solicitor/Peddler (one day)	0	0
Medical Marijuana Dispensary	1	31	Special Event	3	3
Medical Marijuana Grower	2	16	Strong Beer & Wine/Winemaker	1	20
Medical Marijuana Processor	2	16	Taxi/Motorbus/Limousine	5	19
Medical Marijuana Testing Laboratory	0	1			
Mixed Beverage	4	63	Temp Food (one day)	3	8
Mixed Beverage/Caterer	5	77	Temp Food (30 day)	8	24
Pawnbroker	0	4	Temp Food (180 day)	6	17
Pedi cab	0	5	Transient Amusement	0	0
	33	**1,472**		**31**	**232**

NEW ESTABLISHMENT LICENSES		
NAME	ADDRESS	LICENSE TYPE(S)
Billy Goat Grub	209 W Main	Food Service & Mixed Beverage/Caterer
El Toro Mexican Grill	924 W Main	Food Service & Mixed Beverage
Dollar Tree	552 Ed Noble Parkway	Food Service
Sam's Southern Eatery (New Ownership)	408 W Main	Food Service
The Lokal Norman	110 W Main	Food Service & Mixed Beverage/Caterer
Spiritz N Wine (New Ownership)	1246 N Interstate Dr.	Retail Spirit Store

SOLICITOR/PEDDLER LICENSE		
60 DAY	30 DAY	1 DAY
	Sooner Bloomers (Outdoor)	
	Southwestern Advantage (Door to Door)	
	Showtime Novelties (Outdoor)	

TEMPORARY FOOD PERMITS		
180 DAY	30 DAY	1 DAY
Taqueria El Mexicano #2	King Chay Food Truck	Fancy's Hotdogs & More
Taqueria La Chiva	Yum Yum Bites	23rd Street Eatery
Jeepney Express	Dirty Beverage Bar	Sassy Sifter
Abu Omar Halal	Frost Boss	

TEMPORARY FOOD PERMITS		
180 DAY	30 DAY	1 DAY
Billy Goat Grub Food Truck	Okie Bean Coffee	
Doughnuttery	The Corndog Cook	
	Scoops Ice Cream Truck	
	Shawn's Rockin Lemonade & More	

RECORD REQUESTS RECEIVED

MONTH	NUMBER RECEIVED	YEAR-TO-DATE
July	26	26
August	39	65
September	23	88
October	45	133
November	42	175
December	16	191
January	25	216
February	30	246
March	40	286
April	38	324
May	43	367
June	57	424

LAW SUITS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
01/14/25	Geoffrey Arce & Kristin Arce	Alleged violation of Open Meeting Act due to action taken at City Council meeting regarding a rezoning application, remanding the application back to the Planning Commission which resulted in delays, additional costs and significant financial harm.	To be Determined

CLAIMS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
06/09/2025	Ship & Catherine Schipul	City workers allegedly pressured water lines and black water came from toilet, soiling carpet	$1,253.32
06/10/2025	Elaine Picek	City utility worker allegedly told her she had a bad leak at 1925 Grassland, she then hired a plumber and they found there was no leak; requesting reimbursement for plumber fees.	$89.00
06/23/2025	Brad & Michelle Camp	A large tree fell on property at 1504 Creekside and had to be removed at their expense.	$2500.00
06/23/2025	Doug Bowden	City truck allegedly hit mailbox located at 2725 Meadowbrook on June 3, 2025, destroying it in the process.	$1840.68
06/27/2025	Mary Jean Callahan	City street workers allegedly damaged the sprinkler system while repairing the street at 2303 Parkland Way.	$155.57

SPECIAL SESSION

On June 3, 2025, City Council met in a Special Session to consider Resolution R-2425-132 authorizing submission of a grant application for the 2025 Political Subdivisions Opioid Abatement Grant from the Oklahoma Opioid Abatement Board to fund a three-year partnership. Additionally, Council was given an update on April flooding events and discussed Stormwater infrastructure. Lastly, Council met in Executive Session to evaluate the City Manager as required by contract as well as evaluation of the City Attorney as per contract and discuss the employment of the Internal Auditor.

BUSINESS & COMMUNITY AFFAIRS COMMITTEE

On June 5, 2025, the Business & Community Affairs Committee met to discuss shopping carts throughout the City.

SPECIAL SESSION – FYE 26 BUDGET ADOPTION

On June 10, 2025 at 2:00 p.m., City Council met to consider adoption of the FYE 2026 City of Norman Operating and Capital Budgets and the Norman and Convention and Visitors Bureau, Inc. FYE 2026 Budget with detailed annual plan of work.

SPECIAL SESSION

On June 10, 2025 at 5:00 p.m., City Council met and was presented with the Westwood Master Plan and then adjourned into Executive Session to discuss pending litigation in the case of Kevin Hahn v. City of Norman, Case No. CJ-2021-210 TB and the employment of the Internal Auditor.

OVERSIGHT COMMITTEE

On June 12, 2025, the Oversight Committee met for a presentation of a report entitled "A Place to Call Home: A Community-Driven Plan for Norman's Permanent Shelter" by the University of Oklahoma Student Government Association.

SPECIAL SESSION

On June 17, 2025, City Council met and conducted a public hearing to consider Resolution R-2425-111 declaring that certain structures in the City of Norman are dilapidated and detrimental to the health, safety, benefit or welfare of the general public; directing the removal of the structure; establishing the date in which the work shall be completed by the owner and authorizing the City Manager to take steps to cause the work to be completed by the City if not completed by the owner within the dates specified. Additionally, City Council considered the approval of Contract K-2425-128 for service and lease agreement with City Care, Inc. for the operation of an emergency overnight shelter and budget appropriation.

FINANCE COMMITTEE

On June 18, 2025, the Finance Committee met to receive an update on Short Term Rentals in Norman and discussion of the Overtime Audit. Additionally, they discussed the Monthly Revenue and Expenditure Reports.

CONFERENCE

On June 24, 2025, City Council met in Conference to discuss a proposed contract with Cleveland County Economic Development Coalition.

COMMUNITY PLANNING & TRANSPORTATION COMMITTEE

On June 26, 2025, the Community Planning and Transportation Committee met for a presentation of the May Public Transit Report and a presentation and discussion on the Embark Well Mobility Management Program. Additionally, there was discussion regarding paving conditions at 80th Ave. S.E. and Blue Jay Road.

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 2025

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

Treasury Division:

In the month of June, the Treasury Division processed 42,102 payments in person and over the phone, an increase of 1% from last month. Paymentus (the City's 3rd party processor of online and automated telephone payments) processed 15,419 payments in June, an increase of 4% from last month.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are below target for the month of June by -5.8%. Revenues from the City's largest single source of revenue, sales tax, are below target by -3.1% for the year to date and -1.2% below last fiscal year. Following is a summary table regarding General Fund revenues and expenditures to-date.

	FYE 25 Budget To Date	FYE 25 Actual To Date	FYE 24 Actual To Date	FYE 23 Actual To Date
Sales Tax Revenue	$56,283,247	$54,500,916	$55,199,598	$55,332,694
General Fund Revenue	$108,548,070	$102,174,949	$104,631,911	$101,480,634
General Fund Expenses	$115,151,797	$107,541,556	$108,222,999	$96,068,137

Administration Division

	FYE 25		FYE 24	
	June	YTD	June	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	4,160.00	320.00	4,160.00
Total Comp Time Available	0.25	21.50	1.25	17.50
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	1.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	320.25	4,181.50	321.25	4,178.50
Benefit Hours Taken	50.50	794.25	72.00	629.50
TOTAL ACCOUNTABLE STAFF HOURS	269.75	3,387.25	249.25	3,549.00
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

ACCOUNTING 3A

Accounting Division

	FYE 25		FYE 24	
	June	YTD	June	YTD
Total Regular Hours Available	1,120.00	14,400.00	960.00	14,400.00
Total Comp Time Available	8.50	30.00	0.25	20.25
Total Overtime Hours	0.75	57.00	0.00	40.00
Total Bonus Hours	0.00	0.00	0.00	4.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	1,129.25	14,487.00	960.25	14,464.25
Benefit Hours Taken	214.25	2,370.25	135.50	2,331.50
TOTAL ACCOUNTABLE STAFF HOURS	915.00	12,116.75	824.75	12,132.75
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

CITY REVENUE REPORTS 3B

City Revenue Report

	FY 25 May	FYE 25 June	Plus/Minus
Total Revenue Received ($)	$4,885,451	$7,294,795	$2,409,344
Utility Payments - Office (#)	41,535	42,102	567
Utility Payments - Office ($)	$4,644,345	$4,783,078	$138,733
Paymentus (#)	14,763	15,419	656
Paymentus ($)	$1,351,891	$1,466,256	$114,365
Lockbox (#)	7,756	7,787	31
Lockbox ($)	$1,139,304	$1,277,146	$137,842
E-Lockbox (#)	3,560	3,389	-171
E-Lockbox ($)	313,323	314,573	$1,250
Bank Draft Payments (#)	12699	12719	20
Bank Draft Payments ($)	$1,276,060	$1,315,098	$39,038
Utility Deposits (#)			$0
Utility Deposits ($)			$0
Fix Payments (#)			$0
Fix Payments ($)			$0
Processed Return Checks (#)	106	111	5
Processed Return Checks ($)	($10,162)	($22,190)	($12,027)
Other Revenue Transactions (#)			$0
Other Revenue Received ($)			$0
Accounts Receivable Payments ($)	163,457	0	($163,457)
Municipal Court - Fines/Bonds ($)	241,106	223,905	($17,201)
Municipal Court - Credit Card (#)	557	535	(22)
Municipal Court - Credit Card ($)	117,877	101,633	(16,244)
Building Permits Cash Report ($)	0	0	$0
Building Permits Credit Card (#)	0	0	0
Building Permits Credit Card ($)	$0	$0	$0
Occupational License - Bldg Insp. ($)	$0	$0	$0
Occupational License - Bldg Insp. CC (#)	0	0	0
Occupational License - Bldg Insp. CC ($)	$0	$0	$0
Business License - City Clerk ($)	0	0	$0
Accounts Receivable Billed ($)	$0	$88,720	$88,720

Building Permits/Planning/City Clerk went to a new system in the beginning of November, 2023. 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 25		FYE 24	
	June	YTD	June	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	4,160.00	320.00	4,160.00
Total Comp Time Available	0.25	2.00	0.00	1.50
Total Overtime Hours	0.00	5.00	3.50	3.75
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	320.25	4,167.00	323.50	4,165.25
Benefit Hours Taken	28.25	705.00	34.00	681.25
TOTAL ACCOUNTABLE STAFF HOURS	292.00	3,462.00	289.50	3,484.00
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 25		FYE 24	
	June	YTD	June	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	640.00	10,009.00	920.00	10,373.00
Total Comp Time Available	0.00	108.25	4.00	108.25
Total Overtime Hours	43.75	377.75	36.00	417.00
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	683.75	10,495.00	960.00	10,898.25
Benefit Hours Taken	198.25	2,293.75	166.50	2,048.00
TOTAL ACCOUNTABLE STAFF HOURS	485.50	8,201.25	793.50	8,850.25
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 25		FYE 24	
	June	YTD	June	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	1,120.00	14,141.00	1,120.00	14,340.00
Total Comp Time Available	8.50	132.50	0.00	215.00
Total Overtime Hours	26.25	650.75	54.75	579.00
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	1,154.75	14,924.25	1,174.75	15,134.00
Benefit Hours Taken	176.00	2,069.50	167.75	2,201.00
TOTAL ACCOUNTABLE STAFF HOURS	978.75	12,854.75	1,007.00	12,933.00
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

Drive-up Window and Mail Payments - FYE 2025

	May, 2025	June, 2025
Mail Payments - Lockbox	7,756	7,787
Mail Payments - E-Lockbox	3,560	3,389
Mail Payments - Office	315	302
Total Mail Payments - Subtotal	**11,631**	**11,478**
Night Deposits	131	185
Paymentus Payments	14,763	15,419
Without assistance paymnts - Subtotal	**14,894**	**15,604**
Office Payments	2,126	2,167
With assistance payments - Subtotal	**2,126**	**2,167**
Total Payments Processed - Subtotal	**28,651**	**29,249**
Bank Draft (ACH) Payments	12699	12719
Total Payments (Utility)	**41,350**	**41,968**
Total Payments	**57,302**	**58,498**

Traffic Counter at Drive-up Facility

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

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

Utility Division Activity Report - FYE 2025

	FYE 25		FYE 24	
	June	YTD	June	YTD
STATUS REPORT				
Regular Utility Accounts Billed	45,398	544,690	47,147	539,693
New Deposit Ons Billed	1,062	9,039	989	8,620
Final Accounts Billed	1,530	8,601	1,156	8,532
TOTAL METERS READ	47,990	562,330	49,292	556,845

FIRE DEPARTMENT 4

NFD Monthly Progress Report
June 2025

Incident Response Type Summary

Incident Type	Total	% of Total
1 - Fire	13	0.77%
2 - Overpressure Rupture, explosion, Overheat - No Fire	1	0.06%
3 - Rescue & emergency	983	58.27%
4 - Hazardous Conditions (No Fire)	30	1.78%
5 - Service Call	169	10.02%
6 - Good Intent Call	391	23.18%
7 - False Alarm & False Call	88	5.22%
8 - Severe Weather & Natural Disaster	1	0.06%
9 - Special Incident Type	2	0.12%
Incomplete Reports	9	0.53%
Total Incident Count (Unique Calls)	1687	100.00%
Number of Total Unit Responses	2112	

Total Fire Loss – $7,970.00

*Fire pictured above was outside of City Limits

	Number of First-In Calls	Average Time/Seconds	Average Time/Minutes
Station #1	433	298	0:04:58
Station #2	230	336	0:05:36
Station #3	227	368	0:06:08
Station #4	167	337	0:05:37
Station #5	58	551	0:09:11
Station #6	68	487	0:08:07
Station #7	174	364	0:06:04
Station #8	124	348	0:05:48
Station #9	205	370	0:06:10

Community Outreach

Tours and Community Events	22	Station tours, Jazz in June, Safety Town, Juneteenth Fireworks Support, Ride Alongs, Community Events, Junior Police Academy

Burn Permits

Burn Permits Issued	197	Conditions were favorable for burning 22 days in June

Training

Total Personnel Training Hours	2180	Mgmt/Supvsr, Hazmat, Wildland, Special Healthcare, Swiftwater, Peer Support, Elevator

NFD Monthly Progress Report

June 2025

Total Calls By Station

Station 1										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 1	421	395	3	5		1	1	12		4
Brush 1	2		1			1				
Ladder 1	68	53	3	5	2			4		1
**Chief 301	50	6	7	5	6	2	1	19	3	1
Station 1 Total	541									

Station 2										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 2	243	1	230	5	5			2		
Brush 2	1		1							
Ladder 2	14	4	2	3	2			3		
HAZMAT	14	1	4		3	1		4		1
Station 2 Total	272									

Station 3										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 3	238	4	2	226	1	1		3		1
Brush 3	2			1		1				
Station 3 Total	240									

Station 4										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 4	180	3	5	1	165			5	1	
Tanker 4	1		1							
Station 4 Total	181									

Station 5										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 5	16					13	2			1
Brush 5	63			1		59	2			1
Station 5 Total	79									

Station 6										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 6	34			1		6	24			3
Brush 6	76			1		6	66			3
Station 6 Total	110									

Station 7										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Rescue 7	2				1			1		
Squad 7	196	7	6	4	5		1	169	3	1
Rescue Boat 7	1							1		
Brush 7	1									1
Station 7 Total	200									

Station 8										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 8	147	2	2		3			16	124	
Tanker 8	5		1			2	1	1		
Station 8 Total	152									

Station 9										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 9	227	5	1	4	1	1	10	1		204
Brush 9	6			1			2			3
Tanker 9	5		1			1	2			1
**Chief 401	47	3	4	6	3	9	9	7		6
Station 9 Total	285									

NFD Monthly Progress Report
June 2025
Total Calls By Station

Fire Prevention										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Fire Marshal 1	1			1						
Fire Marshal 2	6	1		2				1		2
**Fire Marshal 3	16	3	2	2	1	1	2	4	1	
Prev. Totals	23									
Specialty Units										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
EM3	6			2	2	1		1		
EM4	3		1	1			1			
Specialty Totals	9									
Notified Units										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
EM1*	9			3	2	1	1	2		
NFD3*	11	1		3	2	1	1	3		
Notified Total	20									
Fire Admin										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
NFD2	1			1						
	Totals	Total by District								
	2112	489	277	283	204	108	126	259	132	234

*EM1, EMS1 and NFD3 are "notified" of certain calls. They may or may not actually go on scene.
**As of 1/1/25 all All Assistant Chiefs will be designated 301, All Battalion Chiefs 401 and all On-Shift Fire Inspectors FM3

June 2025 Fire Prevention Activity Summary

Prevention Department Update and Activities

Training	27 hours	General Fire Safety, Principals of Electricity, Fire Origin & Cause, Compressed and Liquified Gases, Ventilation, Building Construction, Management/Supervisor Training, Information Gathering and Management, Legal Aspects
Inspection/Re-Inspection Activities	89 hours	Occupancy Load, Daycare, Fire Alarm, Fire Suppression System, General, Food Trucks, Schools, Fire Watch
Smoke Detectors	12	Check/Install Smoke Detectors/Replace Batteries/Bed Shakers
Investigations	38 hours	0 Joint, 4 Closed, 0 Complete, 1 Pending, 1 Closed Arrest
Investigative Activities	37 hours	Fire Investigations, Report Writing, Reviewing Video, Subpoena prep, etc
Department Meetings	15 (13 hours)	Department Meetings, Officers Meetings, Shift Briefings, Evaluations
Station & Equipment Maintenance	26 hours	Daily checks, supplies replenishing, cleaning & organization, drone updates and maintenance
Public Service/Education & Special Events	12 hours	Safety Town

Planning Officer Activities

Fire Planning Activities	Number	Staff Hours
Building Plan Reviews/ Fire Protection System Plan Reviews	31	63
Fire Inspections/Re-inspections	31	23
Meetings	5	10
Training (Target Solutions, Building Code)	6	10
Communication	N/A	10
Totals		**116**
Time Off (VAC, SICK, COMP, Holiday)	N/A	28

EMERGENCY MANAGEMENT DIVISION

June 2025

Regular Monthly Scheduled Activities

Meetings will be held at the Robinson EOC unless otherwise posted

Outdoor Warning System

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. For special requests the audible test may not be completed. Such requests would be large event venues such as an OU home football game or the annual Medieval Fair.

The South Canadian Amateur Radio Society provided volunteering monitoring service of the system during the weekly audible test.

An audible test of the outdoor warning system is conducted for 60 seconds each Saturday if conditions are favorable. Three units are sounded for 20 seconds due to being a public park venue. They are located at Griffin Park, Reeves Park and the Animal Control facility.

National Weather Service Weekly Weather Meetings

Each Monday morning at 10:00 am, the National Weather Service conducts a video call regarding the upcoming weekly weather. A mid-week call is done on Thursday afternoons at 2 pm. Special conference calls are made during times of severe weather as the NWS determines. 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. National Weather Service Storm Spotter Training is located on their website at www.weather.gov/OUN

South Canadian Amateur Radio Society
SCARS (www5nor.org)

-SCARS is a vital preparedness partner with Emergency Management and are included in the City Emergency Operations Plan. They operate within the SKYWARN program for Norman, provide testing for amateur license, provide technical advice and service to the AUXCOM radio operation in the EOC. They participate in many community preparedness events throughout the year.

-Each Tuesday evening at 6:30 pm, ELMER night with the Amateur radio club. The club mentors other HAMS, works on projects and equipment, provides general support to the City and Public on Amateur operations. This is held at the Fire Training Center.

-Each Wednesday morning at 9:15 am a communication test with state emergency management partners is conducted by the various geographical areas. This tests the local and statewide capability for various communication means across the state in preparedness for disaster operations.

-Each first Thursday evening of the month is amateur radio testing night at 6:00 pm at the Fire Training Center. Open to the public, the club provides the opportunity for the community to test for their Amateur license or upgrade a license. Note: the FCC has been directed to start charging for testing.

-Each Saturday 12:00 Outdoor Warning audible test. This test is supported by the Amateur radio club to assist in identifying and verifying units needing maintenance.

Residents can assist by "Adopting a Pole" and reporting the siren status they adopt at the website www.w5nor.org. The Club meeting is the second Saturday of each month, 9 am at the Fire Training Center.

Local Emergency Preparedness Committee

Meets quarterly at the Wellness Center (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. The LEPC is part of the oversight for the Citizens CORPS Council of Norman. A report on activities is provided each meeting. Meetings occur on the first Wednesday of each quarter.

Emergency Management Activities

The Emergency Operations Plan

Norman EM received approval for funding for a third party vendor to conduct a comprehensive update to the City plan in FY 27. Currently the plan is formatted in the All Hazards County format. Consideration will be to maintain the format or follow the Community Planning Guide 101 format. The current plan is valid and provides the tasks duties and responsibilities for the City Departments during disaster operations. Emergency Management is responsible for maintenance of the plan.

Damage reporting during an event causing damages is critical for determination of needs and coordination of response. An internal meeting was held May 12, 2025 hosted by the City ACM. From that meeting it is clear the EOP is not being followed nor is the content well known. Over the years' technology has made reporting to state officials much easier but the process as a whole seems to be misunderstood. The realization of the broad personnel turn over in the City has identified training opportunities in Emergency Management. One such item is the PD attempt to inject an Incident Management Team without coordination of Emergency Management or the EM Director. As the plan is being updated training will be schedule to inform City Divisions of their roles and responsibilities in disaster response.

Plans and Grants

The mitigation plan is current and a required update is in process. Norman Participates in a County plan. This format strengthens the justification for mitigation projects by showing common hazards of multiple jurisdictions.

Critical facility generator review project. The grant for funding to review the critical facilities the City has to determine generator needs. The first draft is completed and awaiting the final approval to apply from state EM.

The EM Division was notified the money requested for a vendor updating the EOP was approved. The RFP will go out in July.

Open Disaster Operations

The wildfire from March 14 Fire Mutual Assistance Grant (FMAG). Initial documentation was provided for reimbursement and the process is ongoing.

Norman Emergency Response Volunteers

Special Response Teams Available

There are several specialty teams available for response or community preparedness events. The Norman EM Unmanned Aerial Vehicle team, the Small Animal Response Team (SMart),

EMERGENCY MANAGEMENT DIVISION
June 2025

The Oklahoma Large Animal Response Team (OLAFR), The MRC State Stress Response Team (OKSRT, a mental health asset) can support with coordination through Norman EM. The SmART received a grant through the OK Health Dept. This grant will assist in training and equipment purchasing. It will be managed by SmART.

Red Cross Coordination

We have dedicated volunteers that can respond quickly to the resident need for assistance. The primary task is to ensure a burnout family has assistance from the Red Cross if they request it and to stay involved until Red Cross is on scene or the family confirms connection with the Red Cross. June the volunteers responded to two events.

Auxiliary Communications
(AUXCOM)

The AUXCOM capability is a work in progress. The Section is operational and developing new capacity for alternate communications means. Recruiting for operators is ongoing. Plans for future budget requests from PSST are being completed.

Events Planned

Upcoming events are: SW EM workshop July 10, 2025 in Altus. FEMA Region 6 Community Preparedness Division has requested Norman EM Coordinator to take a lead role in planning a Preparedness Course for the Deaf at the State School in Pauls Valley, details TBD.

Events Supported

A day youth preparedness camp was conducted at Northeastern University in Broken Arrow. The camp was challenging and completed under difficult conditions of severe weather and extreme heat. The camp was June 1 to June 6, 2025.
SoonerCon was a very robust operation this year. Conducted June 20-22, the Norman Emergency Volunteers provided 212 hours of support equaling an estimated $9800 in value added service to the event.
Amateur Radio Field Day was conducted at the Fire Training Center June 27-29, 2025.

Response Provided

Severe weather response days: June 1 to June 6, 2025.
Single family fires supported = 2

EOC Operations and Facility

Planning is ongoing for exercises. The outside maintenance facility is still being finalized. Areas needing modification are being documented for budget requests for the next PSST agenda. Additional printers are procured and will add to the services for preparedness partners as they work in the facility. The amateur club is continuing work on the auxiliary communications room and tower. Continued improvements and upgrades will be projected as funding is available.

HUMAN RESOURCES 5

HUMAN RESOURCES
Monthly Report
June 2025

HUMAN RESOURCES
Total number of Employees: 1,147
Orientations: 3 - 9 new hires
Terminations: 9

ADMINISTRATION
- FMLA cases – 3 new cases
- Processed invoices and reconciled expense accounts
- Coordinated Birthday/Anniversary post card mail outs
    - 79 birthdays and 97 anniversaries

BENEFITS
New Enrollments: 3

Benefit Participation		
	#	%
Medical	811	92%
Dental	810	92%
Vision	624	71%
Disability	429	49%
Supplemental Life	454	52%

Total Benefit Eligible Population: 872

Claims		
Rx Claims		
	ACTIVE	$496,174.39
	RETIREE	$38,084.69
	H5A	$2,498.01
Medical Claims		$3,584,811.00
Dental Claims		$ 105,219.00

PERSONNEL ACTIONS
NEW HIRES - 9

Dept./Div.	Position	Number of Employees
Finance/Treasury	Treasury Associates	2
Legal Department/Administration	Intern	1
Parks & Rec/Golf	Golf Shop Attendant	1
Parks & Rec/Recreation-YFAC	Recreation Leader I	3
Public Works/Engineering	Capital Projects Engineer	1
Utilities/WTP	Plant Operator A	1

PROMOTIONS – 5

Dept./Div.	Position	Number of Employees
Fire/Suppression	Assistant Fire Chief	1
Fire/Suppression	Captain	1
Legal/Administration	Assistant City Attorney II	1
Parks & Rec/Facilities	Facility Supervisor	1
Public Works/Fleet	Mechanic I	1

HUMAN RESOURCES
Monthly Report
June 2025

SEPARATIONS – 9

Dept./Div.	Position	Number of Employees
Human Resources/Administration	HR Director	1
Parks & Rec/Recreation	Recreation Specialist	1
Parks & Rec/WW	Concessions Cashier I	1
Parks & Rec/YFAC	Recreation Technician	1
Police/Animal Welfare	Pet Adoption Coordinator	1
Police/Emergency Communications	Communications Officer I	2
Police/Patrol	Police Officer	1
Utilities/Line Maintenance	Laborer	1

TURNOVER STATS

Department	No. of Employees	No. of Terminated Employees	Turnover Rate
City Manager	16		0.00%
City Clerk	6		0.00%
Finance	23		0.00%
Fire	164		0.00%
Human Resources	9	1	11.00%
Information Technology	19		0.00%
Legal Department	9		0.00%
Municipal Court	12		0.00%
Parks & Recreation-Total	108	3	2.78%
Planning & Comm Dev.	39		0.00%
Police	260	3	1.15%
Public Works	125		0.00%
Utilities	164	1	0.61%

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

Parks & Recreation	
Maintenance Worker I (1)	PT* All Locations – Recreation Center Specialist
Program Coordinator (1)	PT* Laborer – Trades worker
PT* Westwood Pool Positions	
Police	
Police Officer (4)	
Public Works	
PT* Intern	Emergency Vehicle Tech Mech II (1)
Maintenance Worker II (1)	

Utilities	
Water Treatment Plant Manager (1)	
Sanitation Worker II (1)	
Planning	
Plans Examiner (1)	
Human Resources	
PT* Intern	
City Manager's Office	
PT* Intern	
Fire	
Firefighter Recruit (10)	

DAYS TO FILL

Full Time Position	Date Posted	Offer Date	Days to fill
Assistant City Attorney IV	N/A	N/A	N/A
Utility Distribution Worker I (2)	4/9/25	4/24/25	30
Staff Engineer	9/3/24	4/21/25	Perpetual Posting

*Offer Date reflected for accurate days to fill numbers, all started in current month

PT/Seasonal Position	Start Date	Date Posted
Admissions Clerk I (6)	5/2/25	1/3/25
Aquatic Facility Maintenance I	5/20/25	1/3/25
Assistant Aquatic Manager	5/27/25	1/3/25
Concession Cashier I	5/19/25	1/3/25
Food & Beverage Technician I	5/27/25	1/3/25
Golf Course Attendant	5/14/25	4/1/25
Lifeguard (20)	5/2/25	1/3/25
Mechanic Apprentice (3)	5/12/25	3/21/25
Recreation Center Specialist	5/7/25	1/3/25
Slide & Gate Attendant (6)	5/7/25	1/3/25
Swim Instructor (5)	5/5/25	1/3/25
Westwood Laborer	5/9/25	3/4/25

*599 registrations/applications to our openings, 11 new requisitions opened.

SAFETY

RECORDABLE INJURIES – OSHA

Department/Division	Nature of Injury	How Sustained	Prognosis	Prevention Method
Public Works/Stormwater	Closed head injury	Driving without seatbelt, equipment hit bridge causing head to hit windshield	Prescription	Always using seat belt

CURRENT NUMBER OF "AT FAULT" VEHICLE COLLISIONS PER CALENDAR YEAR:

2025*	2024	2023
16	40	11

**CY2025 is current YTD*

CURRENT NUMBER OF "AT FAULT" VEHICLE COLLISIONS PER FISCAL YEAR:

2025	2024	2023
38	14	7

RECORDABLE INJURIES PER CALENDAR YEAR:

2025*	2024	2023
24	80	78

**CY2025 is current YTD*

RECORDABLE INJURIES PER FISCAL YEAR:

2025	2024	2023
70	62	67

ACCESSIBILITY

ADA Complaints and Resolutions

Complaints	Resolution

ADA:

Completed certifications ADA Hot Topics presented by Southwest Transit Association (SWTA) and ADA-Bring Your Barriers presented by BlueDAG.

Accessibility:

Employee Resource Groups (ERGs): LGBTQ+ Alliance's next meeting is to be determined.
The Alliance of Black Employees (ABE) participated in Norman's Juneteenth. The next meeting is to be determined.

Presented the start of "Food Truck Fridays" to bring out various local food trucks for employees to try during the summer.

Committees:

Human Rights Commission (HRC) – The monthly meeting took place on Monday, June 30, 2025, as a reschedule for the June 23, 2025, meeting. The commission discussed the

proclamations that are to be done for the remainder of the year and who would be accepting them. Possible restructuring of the Interfaith Breakfast was discussed to include implanting items for a younger audience to be in attendance as well. Current commissioners will need to reapply and be reappointed if they wish to continue on the commission. The next meeting is scheduled to be held on Monday, July 28, at City Hall.

ADA Citizen's Advisory Committee – The quarterly meeting took place on Monday, June 9, 2025, at City Hall. Updates on the Transit Program, completed FY25 concrete projects, and upcoming FY26 concrete projects were given. Approval to use ADA funds for the W. Boyd Street Pedestrian Bridge and Sidewalk Project passed unanimously. A presentation by Healthy Living Norman was given to suggest changes to Norman's Transit Services. The next quarterly meeting is scheduled for Monday, September 8, 2025, at City Hall.

Cleveland County disABILITY Coalition – The monthly meeting took place on Tuesday, June 3, 2025, at United Way. The purpose of the Cleveland County disABILITY Coalition is to increase awareness of all disabilities, to identify community needs and to develop solutions to those needs.
A presentation from Matthew and Morgan of Thunderbird Clubhouse was given explaining who they are, what they do, and who they serve.

Thunderbird Clubhouse is a community of individuals in recovery from mental illness. The goal of Clubhouse is to support members as they rediscover talents, abilities, and interests. The participants at Clubhouse are called members because they take an active role in the operations and policy-making process. Members find that with time and work, they see themselves as more than their illness; they regain things they may have lost such as family relationships, friends, employment, and a place to live. During rough times, Clubhouse serves as a support system, reach out to members who are isolating or struggling.

In 2010, Substance Abuse and Mental Health Services Administration recognized the Clubhouse International Model as a Best Practice. Research has linked Clubhouse participation with reduced incarceration, hospitalization, and homelessness rates. Through Clubhouse, members obtain employment, complete educational goals, develop social networks, and experience improved overall health.

Slate voting will be held at the next meeting. The next meeting is scheduled for Tuesday, July 1, 2025, at United Way.

CITY OF NORMAN EMPLOYEE DEMOGRAPHICS

Diversity by Gender & Ethnicity

Gender	Total Population	% of Total Population
Female	214	23.2%
Male	709	76.8%
	923	**100.00%**

Total Diversity by Ethnicity		
Ethnicity	**Total #**	**Total %**
American Indian/Alaskan Native	41	4.4%
Asian	12	1.3%
Black/African American	43	4.7%
Hispanic/Latino	32	3.5%
Pacific Islander/Native Hawaiian	1	0.1%
Two or More Races	45	4.9%
White	749	81.1%
	923	**100.00%**

	Diversity by Gender			
Ethnicity	**Female #**	**Female %**	**Male #**	**Male %**
American Indian/Alaskan Native	14	1.5%	27	2.9%
Asian	2	0.2%	10	1.1%
Black/African American	6	0.7%	37	4.0%
Hispanic/Latino	7	0.8%	25	2.7%
Pacific Islander/Native Hawaiian	-	-	1	0.1%
Two or More Races	14	1.5%	31	3.4%
White	171	18.5%	578	62.6%
	214	**23.2%**	**709**	**76.8%**

Ethnicity #'s & %'s by Department

Department	Ethnicity	Number of Employees	Department Percentage	City of Norman, Oklahoma
City Clerk				**[2023 Census]**
	American Indian/Alaskan Native	1	17%	3%
	Asian	-	-	4%
	Black/African American	-	-	4%
	Hispanic/Latino	1	17%	8%
	Pacific Islander/Native Hawaiian	-	-	0%
	Two or More Races	2	33%	9%
	White	2	33%	72%
	Total	**6**	**100%**	**100%**
City Manager				
	American Indian/Alaskan Native	-	-	
	Asian	-	-	
	Black/African American	-	-	
	Hispanic/Latino	1	17%	
	Pacific Islander/Native Hawaiian	-	-	
	Two or More Races	1	17%	
	White	4	66%	
	Total	**6**	**100%**	
Finance				
	American Indian/Alaskan Native	2	8%	
	Asian	-	-	
	Black/African American	3	13%	
	Hispanic/Latino	1	4%	
	Pacific Islander/Native Hawaiian	-	-	
	Two or More Races	-	-	
	White	18	75%	
	Total	**24**	**100%**	
Fire Department				
	American Indian/Alaskan Native	6	3%	
	Asian	1	1%	
	Black/African American	4	3%	
	Hispanic/Latino	4	3%	
	Pacific Islander/Native Hawaiian	-	-	
	Two or More Races	4	3%	
	White	138	87%	
	Total	**157**	**100%**	

Department	Ethnicity	Number of Employees	Department Percentage
Human Resources			
	American Indian/Alaskan Native	-	-
	Asian	-	-
	Black/African American	1	14%
	Hispanic/Latino	-	-
	Pacific Islander/Native Hawaiian	-	-
	Two or More Races	2	29%
	White	4	57%
	Total	**7**	**100%**
Information Technology			
	American Indian/Alaskan Native	1	5.5%
	Asian	1	5.5%
	Black/African American	1	5.5%
	Hispanic/Latino	1	5.5%
	Pacific Islander/Native Hawaiian	-	-
	Two or More Races	-	-
	White	14	78%
	Total	**18**	**100%**
Legal			
	American Indian/Alaskan Native	-	-
	Asian	-	-
	Black/African American	1	11%
	Hispanic/Latino	1	11%
	Pacific Islander/Native Hawaiian	-	-
	Two or More Races	2	22%
	White	5	56%
	Total	**9**	**100%**
Municipal Court			
	American Indian/Alaskan Native	-	-
	Asian	-	-
	Black/African American	-	-
	Hispanic/Latino	-	-
	Pacific Islander/Native Hawaiian	-	-
	Two or More Races	1	7%
	White	13	93%
	Total	**14**	**100%**

HUMAN RESOURCES
Monthly Report
June 2025

Department	Ethnicity	Number of Employees	Department Percentage
Parks & Recreation			
	American Indian/Alaskan Native	8	8%
	Asian	1	1%
	Black/African American	7	7%
	Hispanic/Latino	3	3%
	Pacific Islander/Native Hawaiian	-	-
	Two or More Races	4	4%
	White	81	77%
	Total	**104**	**100%**
Police Department			
	American Indian/Alaskan Native	6	2%
	Asian	7	3%
	Black/African American	11	5%
	Hispanic/Latino	5	2%
	Pacific Islander/Native Hawaiian	-	-
	Two or More Races	11	4%
	White	215	84%
	Total	**255**	**100%**
Planning			
	American Indian/Alaskan Native	1	3%
	Asian	-	-
	Black/African American	-	-
	Hispanic/Latino	1	3%
	Pacific Islander/Native Hawaiian	-	-
	Two or More Races	-	-
	White	30	94%
	Total	**32**	**100%**
Public Works			
	American Indian/Alaskan Native	7	6%
	Asian	-	
	Black/African American	4	3%
	Hispanic/Latino	8	7%
	Pacific Islander/Native Hawaiian	-	
	Two or More Races	8	7%
	White	91	77%
	Total	**118**	**100%**

Department	Ethnicity	Number of Employees	Department Percentage
Utilities			
	American Indian/Alaskan Native	9	5%
	Asian	2	1%
	Black/African American	11	6%
	Hispanic/Latino	6	4%
	Pacific Islander/Native Hawaiian	1	1%
	Two or More Races	10	6%
	White	134	77%
	Total	**173**	**100%**
	Grand Total	**923**	

INFORMATION TECHNOLOGY 6

CITY OF NORMAN

Information Technology Department
Monthly Report –June 2025.

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 Utility Billing, HR, and Planning 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. Funded through CIP.
Data storage migration	The IT Department through a grant has purchased new data storage for the city's critical data.	In Progress. Implementation of the hardware is complete, configuration is on going.

Fiber Optic Installation for redundant loop at WTP and EOC	IT and the Utilites Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC incase of lost service from the main connection.	Awaiting Approval, Working with Utilities Department, land acquisition complete, right of way in negotiation
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 – PD Moves and Mary Abbot House expansion. Complete – ECOC, 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 and the construction phase has begun.
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 monthly training continues with our cybersecurity education suite, as well as Penetration testing of the city network and improvements from the Penetration test report.
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.
OS and software upgrade/migration	The city is moving to a new OS and software suite to replace older Microsoft OS and software.	In Progress: We are targeting the end of the calendar yr 2025 as completion date.
Network Infrastructure Improvements	Utilize 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 granted access to 5% of the annual capital funds for business critical software and infrastructure needs.
Integration of Computer Aided Dispatch with OU PD	Create a software as a service model to share public safety software data with and between OU PD and Moore PD	Complete. Additional segmentation for OU and Moore PD presence with NPD during OU Football is in progress.
Move existing secondary IT Datacenter to new location.	Move all equipment from the current secondary site to a new more robust and secure site.	Physical and virtual moves for the data center began May 2024 – full move expected to be complete by December 2025 if all tests of the new facility functionality are successful.

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 198,235 attempted incoming and 66,594 outgoing messages for the month of June 2025. Incoming messages totaling 17,480 were considered Spam or hazardous e-mails by our email-filtering appliance and were quarantine or filtered (see **IT Table 3**). This number represents 8% of our inbound mail. This percentage has decreased significantly from previous months as a result of the IT Department using a new more modern appliance. 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 2025, the City of Norman's web site had 126,920 individual web sessions access the web site for 228,389 total page views. Of those sessions, 69,107 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.

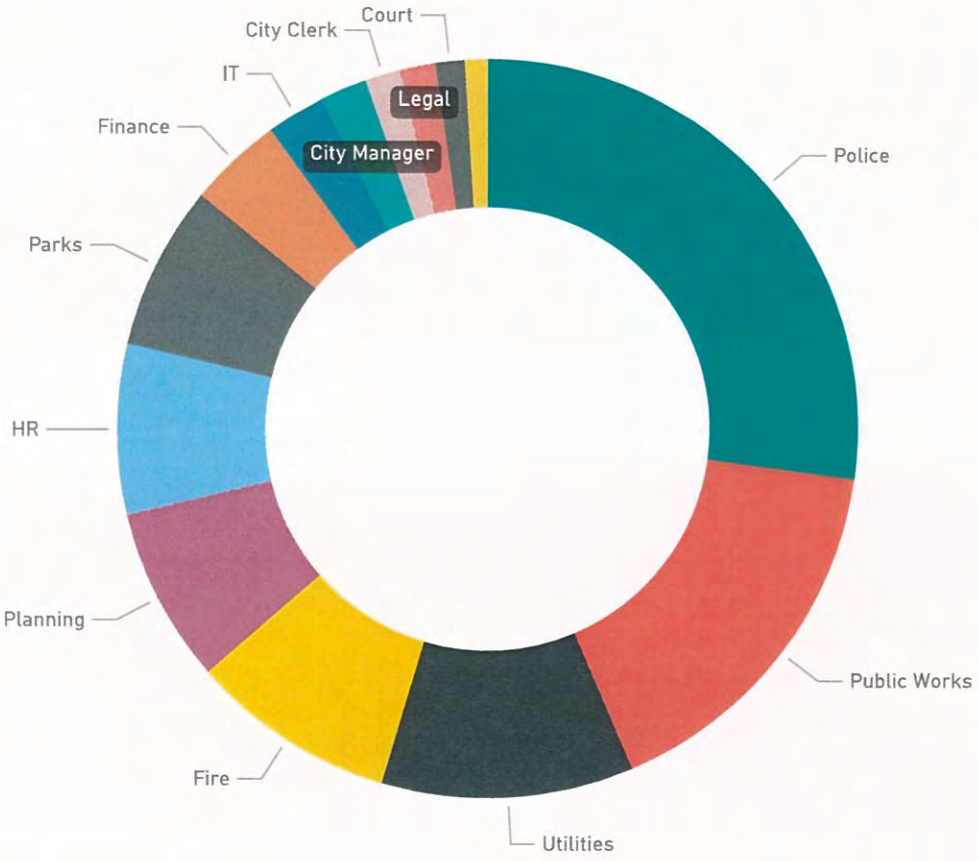
Data Storage:

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 Attendence, 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.

Tickets by Department



New Tickets

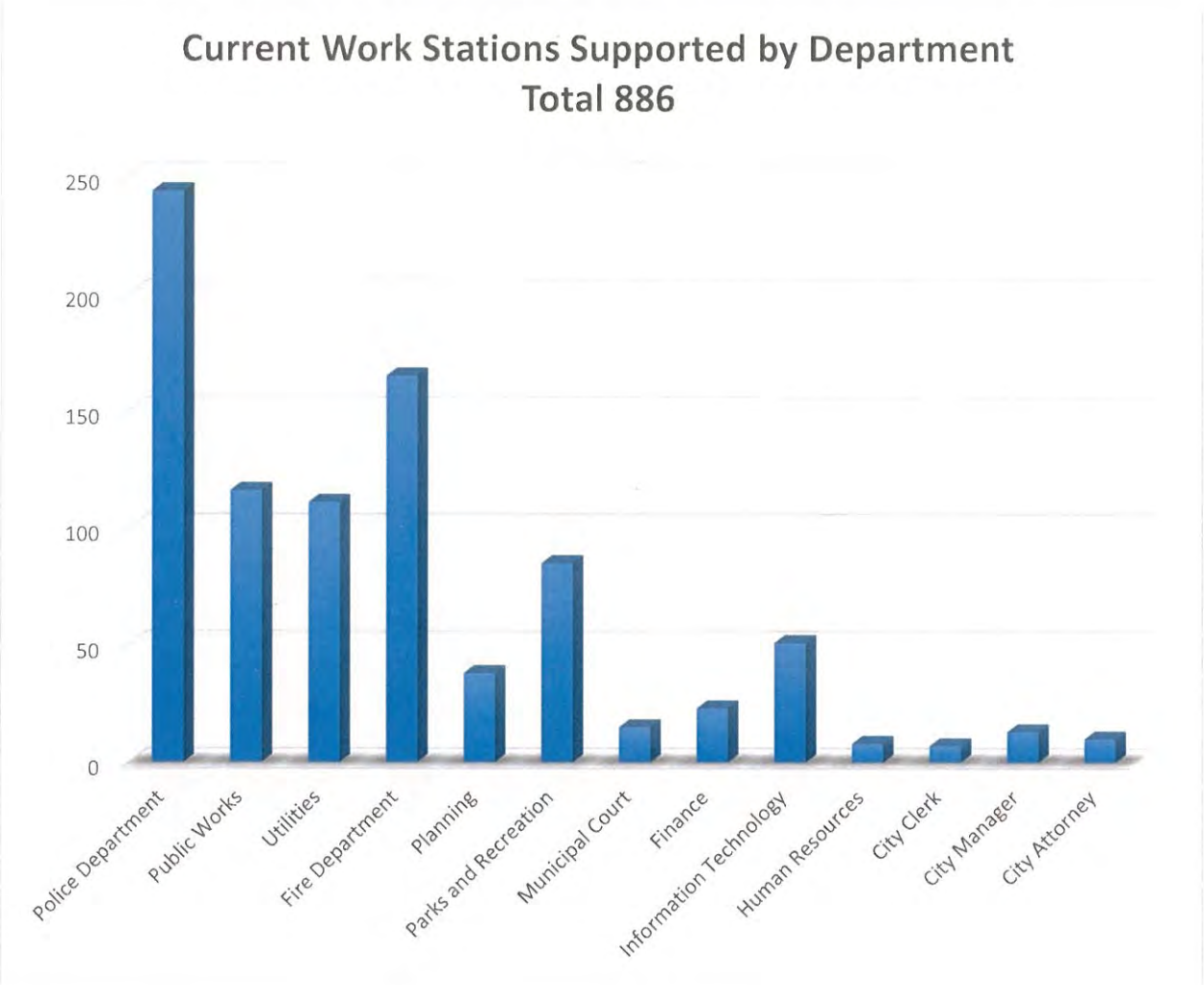
390

Department	Created	Closed
City Clerk	6	6
City Council	4	4
City Manager	8	8
Court	5	5
Finance	16	16
Fire	35	35
HR	29	29
IT	10	9
Legal	6	6
Parks	28	24
Planning	30	30
Police	106	102
Public Works	64	63
Utilities	43	43
Total	**390**	**372**

Police had the highest Ticket Count at 106, followed by Public Works and Utilities. City Council had the lowest Ticket Count at 4.

Police accounted for 27.18% of Ticket Count.

Table 2


Current Work Stations Supported by Department
Total 886
250
200
150
100
50
0
Police Department
Public Works
Utilities
Fire Department
Planning
Parks and Recreation
Municipal Court
Finance
Information Technology
Human Resources
City Clerk
City Manager
City Attorney

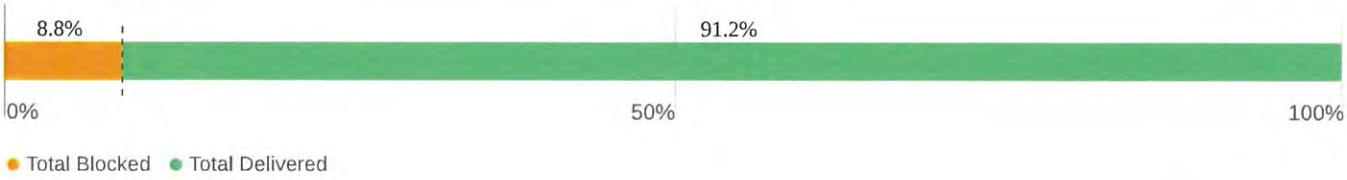
Inbound Email Summary

Statistics of messages from external users to internal users and domains.
2025/06/01 00:00:00 - 2025/07/01 00:00:00 (UTC)

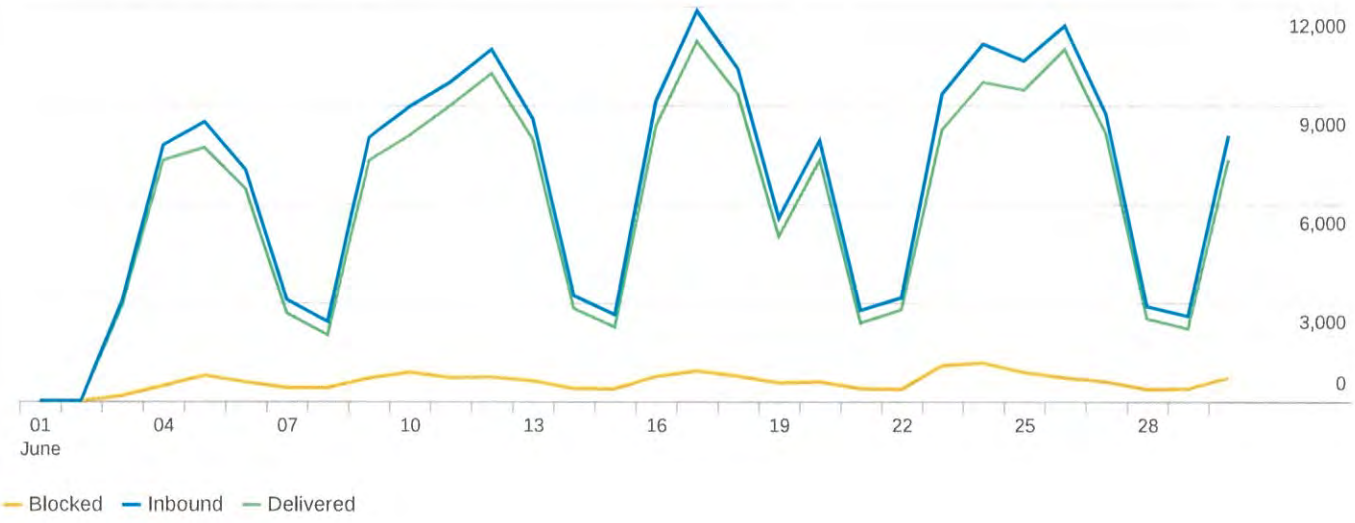
Total Inbound
198,235
↑ 4493.0% vs Previous month

Total Blocked
17,480 8.8%
↑ 7402.1% vs Previous month

Total Delivered
180,755 91.2%
↑ 4327.0% vs Previous month



Total Inbound, Blocked and Delivered Volume Trend



Total Blocked by Category

Category	% of Total Inbound	Messages	vs Previous month
Threats	1.2%	2,396	+ 1983.5%
Spam	1.7%	3,301	+ 4684.1%
Bulk	2.2%	4,324	+ 61671.4%
Others	3.8%	7,459	+ 17659.5%
Total Blocked	8.9%	17,480	+ 7402.1%

Top 5 Inbound Recipients

Envelope Recipient	Messages(% of Total Inbound)	vs Previous month
jason.redden@normanok.gov	5,180 (3.8%)	N/A
esther.rojo@normanok.gov	3,532 (2.6%)	+ 88200.0%
barbara.andros@normanok.gov	3,377 (2.5%)	+ 4285.7%
devra.smith@normanok.gov	3,133 (2.3%)	+ 5701.9%
frederick.duke@normanok.gov	3,120 (2.3%)	N/A

Top 5 Inbound Senders

Envelope Sender	Messages(% of Total Inbound)	vs Previous month
noreply@normanok.gov	16,896 (13.1%)	N/A
pm_bounces@pmbounces.nextrequest.com	2,065 (1.6%)	+ 20550.0%
<no domain>	1,610 (1.2%)	+ 4635.3%
Notifications@VehicleTrackingCenter.com	1,563 (1.2%)	+ 2794.4%
VTINotifications@normanok.gov	1,540 (1.2%)	N/A

Top 5 Inbound Receiving Domains

Envelope Receiving Domain	Messages(% of Total Inbound)	vs Previous month
normanok.gov	189,164 (95.4%)	+ 4301.2%
ci.norman.ok.us	8,969 (4.5%)	+ 68892.3%
sms.normanok.gov	48 (0.0%)	+ 1100.0%
cucpub.ci.norman.ok.us	45 (0.0%)	N/A
list.ci.norman.ok.us	9 (0.0%)	N/A

Top 5 Inbound Sending Domains

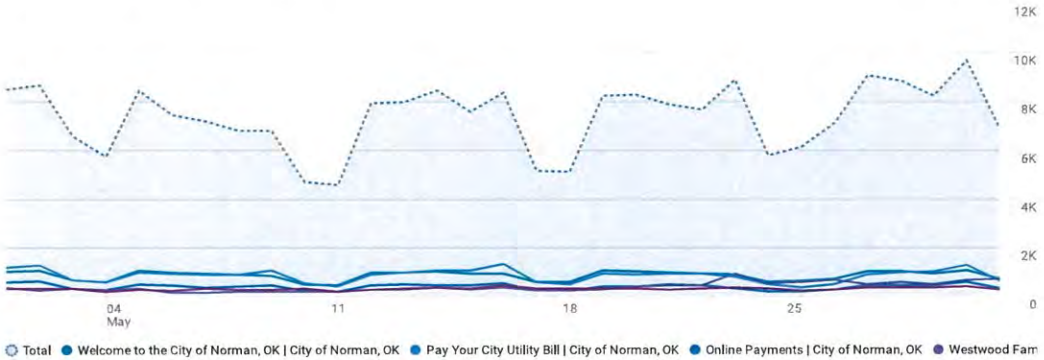
Envelope Sending Domain	Messages(% of Total Inbound)	vs Previous month
normanok.gov	22,312 (13.4%)	+ 7868.6%
in.constantcontact.com	6,236 (3.7%)	+ 5783.0%
gmail.com	5,639 (3.4%)	+ 2948.1%
bounce.sears.com	5,014 (3.0%)	N/A
checkit.targetsolutions.com	3,465 (2.1%)	+ 86525.0%

All Users | Add comparison | Custom May 1 - May 31, 2025

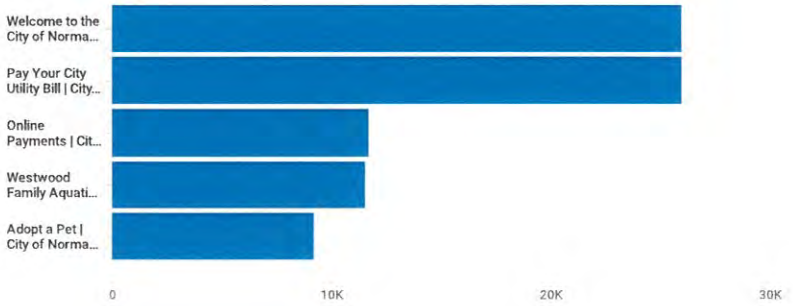
Monthly Page Views

Add filter

Views by Page title and screen class over time — Day



Views by Page title and screen class



Plot rows | Search... | Rows per page: 10 | Go to: 1 | 1-10 of 1523

		Page title and screen class	Views	Active users	Views per active user	Average engagement time per active user	Event count (All events)
☑		Total	228,389 100% of total	69,107 100% of total	3.30 Avg 0%	1m 01s Avg 0%	672,614 100% of total
☑	1	Welcome to the City of Norman, OK | City of Norman, OK	25,936 (11.36%)	13,107 (18.97%)	1.98	21s	68,418 (10.17%)
☑	2	Pay Your City Utility Bill | City of Norman, OK	25,935 (11.36%)	13,534 (19.58%)	1.92	15s	92,853 (13.8%)
☑	3	Online Payments | City of Norman, OK	11,669 (5.11%)	7,326 (10.6%)	1.59	11s	28,356 (4.22%)
☑	4	Westwood Family Aquatic Center | City of Norman, OK	11,506 (5.04%)	7,210 (10.43%)	1.60	21s	39,214 (5.83%)
☑	5	Adopt a Pet | City of Norman, OK	9,174 (4.02%)	4,035 (5.84%)	2.27	36s	21,864 (3.25%)
☐	6	Animal Welfare | City of Norman, OK	7,486 (3.28%)	4,361 (6.31%)	1.72	13s	23,058 (3.43%)
☐	7	Job Opportunities | City of Norman, OK	5,698 (2.49%)	3,215 (4.65%)	1.77	1m 11s	16,408 (2.44%)
☐	8	Westwood Golf Course | City of Norman, OK	4,901 (2.15%)	2,500 (3.62%)	1.96	37s	15,495 (2.3%)
☐	9	Season Passes | City of Norman, OK	4,798 (2.1%)	3,059 (4.43%)	1.57	48s	12,455 (1.85%)
☐	10	Westwood Swim Times and Admission Prices | City of Norman, OK	4,778 (2.09%)	2,948 (4.27%)	1.62	40s	9,397 (1.4%)

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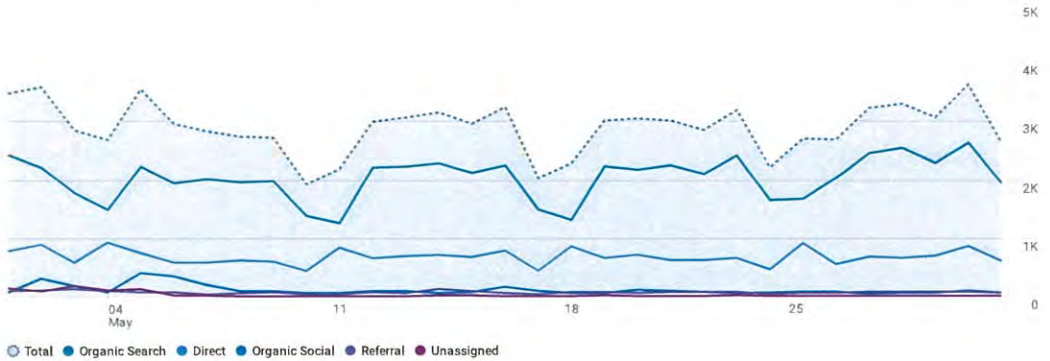
All Users | Add comparison | Custom May 1 - May 31, 2025

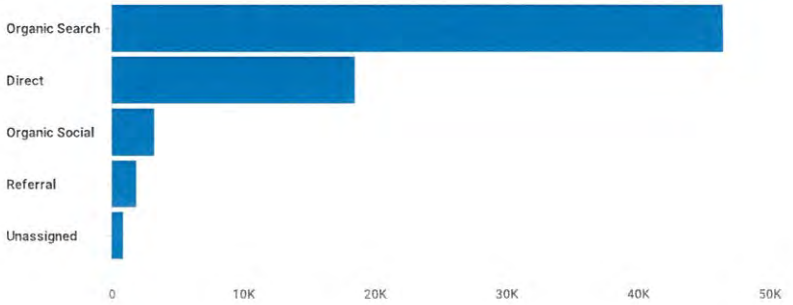
Monthly Site Traffic

Add filter

Active users by Session primary channel group (Default Channel Group) over time — Day



Active users by Session primary channel group (Default Channel Group)



Plot rows | Search... | Rows per page: 10 | 1-7 of 7

		Session primary...Channel Group)	↓ Active users	Sessions	Engaged sessions	Average engagement time per session	Engaged sessions per active user	Events per session	Engagement rate	Event count All events	Session key event rate All events
☑		Total	69,107 100% of total	126,920 100% of total	70,589 100% of total	33s Avg 0%	1.02 Avg 0%	5.30 Avg 0%	55.62% Avg 0%	672,614 100% of total	0%
☑	1	Organic Search	46,400 (67.14%)	93,010 (73.28%)	56,265 (79.71%)	37s	1.21	5.44	60.49%	506,286 (75.27%)	0%
☑	2	Direct	18,431 (26.67%)	26,320 (20.74%)	11,675 (16.54%)	21s	0.63	4.98	44.36%	130,993 (19.48%)	0%
☑	3	Organic Social	3,193 (4.62%)	3,845 (3.03%)	1,775 (2.51%)	16s	0.56	4.25	46.16%	16,323 (2.43%)	0%
☑	4	Referral	1,833 (2.65%)	2,949 (2.32%)	1,520 (2.15%)	33s	0.83	5.29	51.54%	15,611 (2.32%)	0%
☑	5	Unassigned	843 (1.22%)	909 (0.72%)	55 (0.08%)	15s	0.07	3.73	6.05%	3,388 (0.5%)	0%
☐	6	Email	2 (<0.01%)	3 (<0.01%)	1 (<0.01%)	4s	0.50	2.67	33.33%	8 (<0.01%)	0%
☐	7	Organic Video	1 (<0.01%)	2 (<0.01%)	0 (0%)	0s	0.00	2.50	0%	5 (<0.01%)	0%

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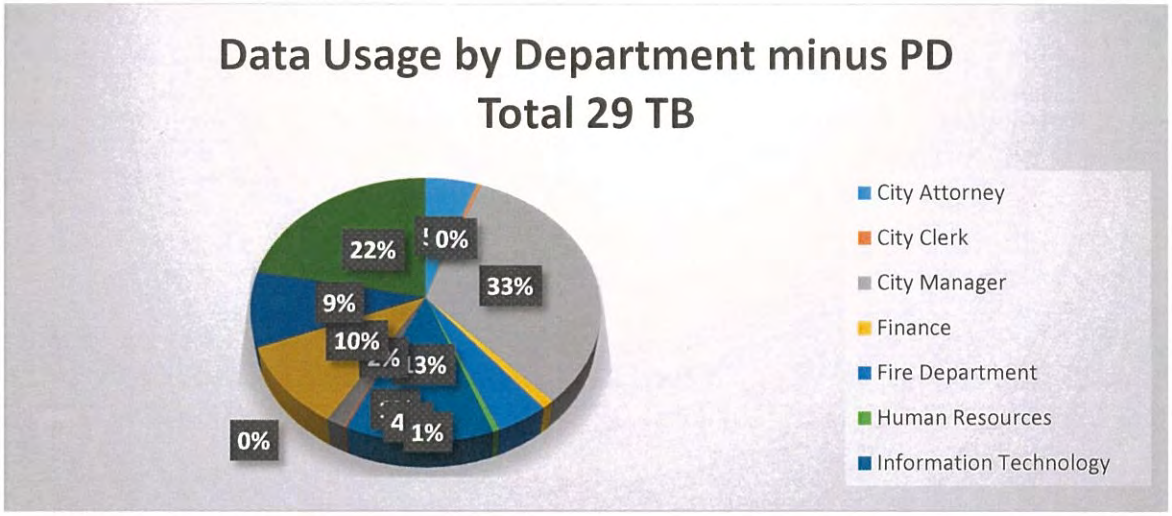
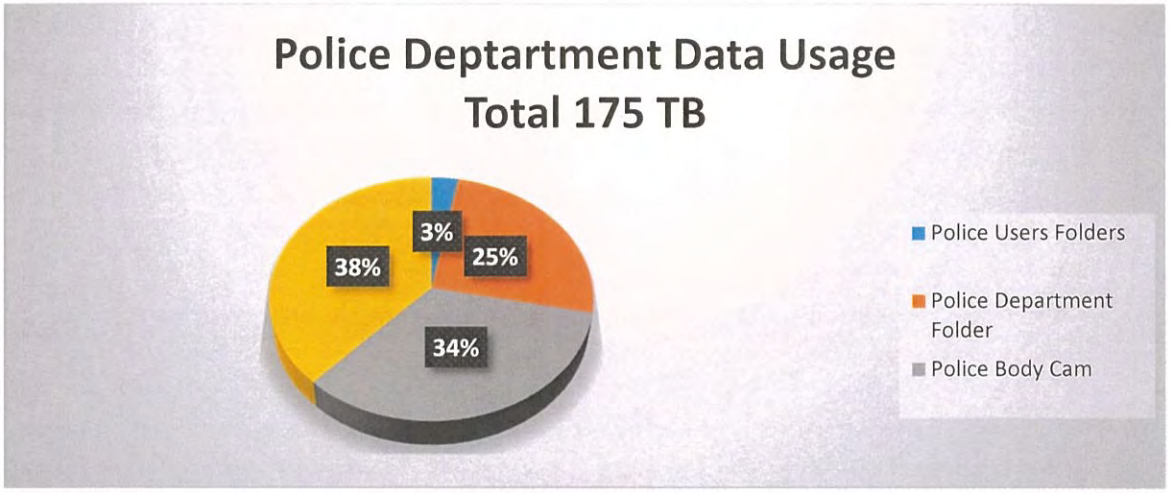
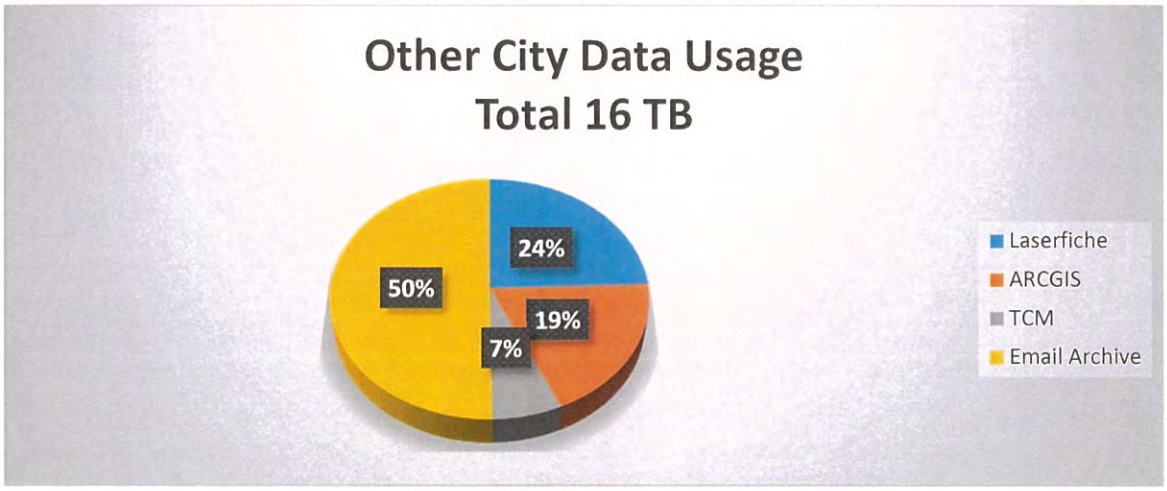
IT Table A



IT Table B



IT Table C



LEGAL 7

MONTHLY REPORT - LEGAL DEPARTMENT
June 2025 Report
(Submitted July 11, 2025)

MONTHLY HIGHLIGHTS:

Dallas Norton v. City of Norman Police Department, *et al.*, Case No. MA-123102
This request for the Supreme Court to Assume Original Jurisdiction and to issue a writ of mandamus was filed on May 15, 2025. It arises out of the Petitioner's conviction on 2 counts of lewd or indecent acts to a child under 16. The Petitioner asks the Court to assume original jurisdiction and issue a writ of mandamus that compels the Norman Police Department to comply with the Petitioner's open records request. On June 30, 2025, the Oklahoma Supreme Court denied the Petitioner's request to assume original jurisdiction. This case will no longer appear on the Monthly Report.

City of Norman v. Carisa McDonald, CM-2024-2317 (R)
This case arises out of the Defendant's conviction for speeding in the City's municipal court. On June 20, 2025, the district court found the Defendant guilty. This case will no longer appear on the Monthly Report.

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

Coulter v. Jared Butler, *et al.*, Case No. CIV-24-835-R

OKLAHOMA SUPREME COURT / COURT OF CIVIL APPEALS

Allison et al v. Post et al, CV-24-3374, SC 122946

COURT OF CRIMINAL APPEALS

CLEVELAND COUNTY DISTRICT COURT

A. ***General Lawsuits***

115 W. Main LLC v. Sooner Emerald Dreams LLC, et al., CJ-2024-1318
Armstrong v. City of Norman, CJ-2012-1638 (K)

Bad Day Towing & Recovery v. City of Norman, CV-2024-2032 (K)
City v. Geoffrey and Kristin Arce, CV-2024-3662 (K, M, S)
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)
Norman Municipal Authority and City of Norman v. Flintco, LLC, et al, CJ-2024-1343
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, CV-2020-2384 (K)
McCarver v. City of Norman, CJ-2013-128 TS (K)
Remy v. Hall, et al., 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)
University Town Center, LLC v. City of Norman et al, CJ-2024-1405

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, et al., 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)
Katy Construction Co., CV-2024-2213
US Bank National Association v. Hudson et al., CJ-2024-996
US Bank National Association v. Vermillion et al., CJ-2024-1019
Orrklahoma Realty – Norman, LLC v. City of Norman et al., CV-2024-2824
First Bank & Trust Co. v. Norman Hospitality, Inc. *et al.*, CJ-2025-749

D. ***Municipal Court Appeals***

City v. Chavira, CM-2025-1177
This appeal arises out of the Defendant's conviction for speeding. It is scheduled for the misdemeanor call docket on July 16, 2025 at 1:30 p.m.

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-25-3 - (Donald Cox - Termination)

IAFF Grievance FYE 21 – (Carl Shanon Smith – Improper Compensation)
IAFF Grievance FYE 23 – (Matt Ferris – Discipline)
IAFF Grievance FYE-24 – (Non-Emergency Call Back)
IAFF Grievance FYE-24 – (Failure to Staff Personnel)
IAFF Grievance FYE-25 – (Failure to Follow Progressive Discipline)
IAFF Grievance FYE-25 – (Paid Convention Leave)

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

Yoon v. City of Norman – Charge No. 564-2024-00586
Worthly v. City of Norman – Charge No. 564-2025-01069

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

Application of Austin L. Ball – Claim ID No. 347069420
Application of Shannon Shattuck – Claim ID No. 486568616

MUNICIPAL COURT PROSECUTIONS

This chart represents the cases prosecuted by the City Attorney's Office in the Municipal Criminal Court through June 2025. The chart does not represent those cases disposed of prior to Court through actions of the City Attorney and the Court.

	ADULT CASES			JUVENILE CASES			COURT SESSIONS		
Month	FYE 23	FYE 24	FYE 25	FYE 23	FYE 24	FYE 25	FYE 23	FYE 24	FYE 25
JULY	165	464	359	7	11	25	9	10	11
AUG	241	341	493	10	7	6	13	16	13
SEPT	245	295	395	15	18	11	10	8	10
OCT	244	346	420	13	7	13	9	11	10
NOV	205	292	246	10	11	15	6	10	6
DEC	165	163	314	5	9	13	8	4	8
JAN	205	280	419	9	9	11	10	5	12
FEB	256	338	318	17	20	0	10	12	6
MAR	272	466	464	13	8	16	12	10	10
APR	322	443	621	9	11	3	9	14	11
MAY	395	430	546	17	26	10	13	10	12
JUNE	344	333	463	31	7	15	9	9	10
TOTALS / YTD	3,059	4,191	4,858	156	144	138	118	119	119

WORKERS' COMPENSATION COURT

The total number cases pending as of June are 15. There was one new claim during the month of June. 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 25 CASES	FYE 24 CASES	FYE23 CASES	FYE22 CASES
Fire	Suppression	9	8	3	9	4
Fire	Prevention					1
Parks/Rec	Facility Maintenance		1			
Parks/Rec.	Park Maintenance					
Parks/Rec	Westwood Pool					1
Police	Criminal Investigation					1
Police	Patrol	3		2	1	4
Police	Administration					2
Public Works	Street Maintenance	1	1			1
Public Works	Fleet	1	1	1		
Public Works	Storm Water	1		2		
Public Works	Traffic Control				1	
Utilities	Line Maintenance				1	

DEPARTMENT	DIVISION	PENDING CASES	FYE 25 CASES	FYE 24 CASES	FYE23 CASES	FYE22 CASES
Utilities	Sanitation				1	
TOTALS		15	11	8	13	14

List of Pending Cases

Bernhardt, Kyle v. City of Norman, CM-2024-06289K
(FD/Suppression/Fire Driver Engineer, Left Shoulder)

Boxford, Steven Lee v. City of Norman, CM-2022-03698 N
(Police, Patrol, Master Police Officer, Left Shoulder, Neck, Left Hand, Left Arm, Left Hip, Right Knee)

Faught, David v. City of Norman, CM3-2025-02198A
(Fire, Suppression, Firefighter, Lower Back)

Hambrick, John v. City of Norman, CM-2023-02469K
(Fire, Suppression, Firefighter, Cancer, Body as Whole)

Hiett, Darin v. City of Norman, CM-2024-04540W
(Public Works, Streets, Heavy Equipment Operator, Neck, Left Shoulder, Left Arm)

Lewis, Brian K. V. City of Norman, CM-2022-02245 H
(Fire, Suppression, Fire Driver Engineer, Neck, Back UNS, Left Knee, Left Leg)

Massie, Nathan v. City of Norman, CM-2024-03408 H
(Public Works, Fleet, Service Technician, Neck+Neck, Lower Back, Ears+Neck, Bilateral Ears, Lumbar, Middle Back+Neck, Bilateral Ears, Lumbar, Middle Back, Both Shoulders, Both Arms)

Mohrmann, Noel v. City of Norman, CM-2025-02034P
(Fire, Suppression, Fire Driver Engineer, L Shoulder, Left Arm & Left Hand)

Moring, Barry v. City of Norman, CM-25-00042 J
(Fire, Suppression, Fire Captain, Cancer, Body as a Whole

Musgrove, Nicholas v. City of Norman, CM-25-03313 M
(Fire, Suppression, Fire Captain, Right Lower Leg and Right Knee)

Newell, Richard v. City of Norman, CEC-2022-15014 H (Request to Reopen – Change in Condition for the Worse)
(Police, Narcotics, Master Police Officer-Sergeant, Right Knee)

Pierce, Daniel Ray v. City of Norman, CM-2024-02999 H
(Police, Patrol, Master Police Officer-Sergeant, Right Knee, Reinjured)

Shelton, Allen W. v. City of Norman, CM-2024-03110 X
(Public Works, Stormwater, Heavy Equipment Operator, Left Shoulder, Whole Back, Radicular Right Leg/Foot)

Simons, Michael v. City of Norman, CM-2024-04104 L
(Fire, Suppression, Firefighter, Right Knee)

Skelly, Gregory D., CM-2025-01674 M
(Fire, Suppression, Asst. Fire Chief, Lungs, Respiratory System, Heart, Trachea)

TORT CLAIMS

The following is a breakdown of the Tort Claims activity through June 2025.

DEPARTMENT	FYE 25 Month	FYE 25 YTD	FYE 24 YTD	FYE 23 YTD	FYE 22 YTD
Animal Control		1		2	2
Finance – IT	1	1			
Fire			2		2
Legal					
Other		4	5	5	6
Parks	1	9	2	1	2
Planning		2		1	2
Police		3	9	8	8
Public Works – other		2	2	5	2
Public Works – Stormwater					1
Public Works – Engineering		1			
Public Works – Streets	1	13	13	8	10
Utilities – other			2		
Utilities – Water		5	5	16	6
Utilities – Sanitation	1	11	11	7	6
Utilities – Sewer	1	8	10	3	4
TOTAL CLAIMS	**5**	**60**	**61**	**56**	**51**

CURRENT CLAIM STATUS	FYE 25 TO DATE	FYE 24	FYE 23	FYE 22
Claims Filed	60	61	56	51
Claims Open and Under Consideration	13	1	0	0
Claims Not Accepted Under Statute/Other	2	1	4	3
Claims Paid Administratively	17	26	25	15
Claims Paid Through Council Approval	6	4	2	2
Claims Resulting in a Lawsuit for FY	0	1	0	5
Claims Barred by Statute (No Further Action Allowed)	12	28	25	26
Claims in Denied Status (Still Subject to Lawsuit)	10	0	0	0

MUNICIPAL COURT 8

MUNICIPAL COURT
MONTHLY REPORT
JUNE - FY '25

CASES FILED

	FY 25 JUNE	FY 25 Y-T-D	FY24 JUNE	FY24 Y-T-D
Traffic	1,291	12,437	955	10,364
Non-Traffic	271	3,280	196	3,133
SUB TOTAL	1,562	15,717	1,151	13,497
Parking	399	7,897	539	8,829
GRAND TOTAL	1,961	23,614	1,690	22,326

CASES DISPOSED

	FY 25 JUNE	FY 25 Y-T-D	FY24 JUNE	FY24 Y-T-D
Traffic	1,202	11,435	844	9,447
Non-Traffic	287	3,268	192	2,627
SUB TOTAL	1,489	14,703	1,036	12,074
Parking	385	7,126	522	7,806
GRAND TOTAL	1,874	21,829	1,558	19,880

REVENUE

	FY 25 JUNE	FY 25 Y-T-D	FY 24 JUNE	FY 24 Y-T-D
Traffic	$ 110,918.30	$ 1,183,141.73	$ 86,173.46	$ 1,067,184.20
Non-Traffic	$ 22,156.32	$ 233,448.91	$ 12,780.38	$ 230,792.11
SUB TOTAL	$ 133,074.62	$ 1,416,590.64	$ 98,953.84	$ 1,297,976.31
Parking	$ 14,255.00	$ 278,644.00	$ 18,510.00	$ 253,436.50
GRAND TOTAL	$ 147,329.62	$ 1,695,234.64	$ 117,463.84	$ 1,551,412.81

MUNICIPAL COURT - MONTHLY REPORT
June 2025

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 25 new cases and closed 22 cases during the month of June 2025. 4 Mediations were held.

PARKS AND RECREATION 9

Park Development Activities
June 2025

Neighborhood Parks

We awarded a contract with Downey Contracting on June 24th to construct a new park at the corner of Carter and Alameda, called Bishop Creek Eco Park. This land was purchased a few years ago as a proposed location for Stormwater control measures to be constructed; and also serve as a neighborhood park with walking trails, a parking lot and environmental education information. The majority of the work will include creating a retention pond in the section of Bishop Creek that cuts through the park to help control downstream flooding. Work will begin in July and continue through the summer.

We also finished the renovation of William Morgan Park; and had a ribbon-cutting on the project on June 18th. A new boulder-themed playground was installed to replace the old equipment that had reached the end of its lifespan. We also placed a practice soccer goal in the park, to accompany the half-court basketball area for traditional sports, and replaced all of the park furniture with new materials (picnic tables, benches, trash cans).

Action Sports Parks:

A volunteer park clean up and trail repair day was done at Creekside Bike Park on June 20th. Several citizens met and worked on rebuilding eroded areas of the skills area in the trees and the bike playground area to improve the ride-ability of those parts of the park. Prior to the work day, our city forester coordinated the volunteer work as well as, spent several days clearing low limbs and broken branches from the trail & had crews spray areas of poison ivy that had grown a lot in the wet spring conditions. He also worked with the group on that Saturday to get the trails cleared of weedy grass overgrowth and prior to that day to get.

A crew from American Ramp Company was on site at the end of the month to perform repairs and maintenance on the Blake Baldwin Skatepark. Some sections of the mini-ramp on the north end of the park needed replacement after several years of heavy use. This is a typical amount of wear and tear. They also chased and sealed several areas of concrete cracks and spalled areas in order to maintain the smooth surfaces of the park, which is also a normal "wear and tear" item. They also visited Creekside Bike Park to plan some work at that park to improve and repair the jump line and drop zone features where the ride line has become worn out in several spots, making the ride line too narrow. We will work with their plan to also improve erosion problems in the non-ride areas which cause siltation problems in times of heavy rains, like those that happened this spring.

Forestry

A second public input meeting was held at the Adult Wellness and Education Center on June 24th to go over the feedback and decisions made for the new Urban Forest Master Plan we are working to create with our consultants from DAVEY Resource Group. Our process has also included several regular meetings with specific stakeholder groups, city staff, and oversight from an appointed steering committee to help guide the creation of the Plan which will help us preserve, maintain and expand our urban forest. A pre-final draft of the plan will go to Park Board for review and comment this summer and then be refined and prepared for review and acceptance by City Council after that. We will also be working to finalize revisions to the Norman Tree/Street Tree Ordinance for review and presentation to those same boards in the coming months.

JUNE 2025 PARK MAINTENANCE DIVISION

SAFETY REPORT	FY25 MTD	FY25 YTD	FY24 MTD	FY24 YTD
On-The-Job Injuries	0	6	0	6
Vehicle Accidents	0	3	0	0
Employee responsible	0	1	0	0
ROUTINE ACITVITIES	**Total Man Hours**		**Total Man Hours**	
Ballfield Maintenance	**10**	975.50	32.00	101.00
Big Mowing	**284**	1228.50	98.00	925.75
Bike Racks	**0**	106.50	0.00	0.00
Carpentry/Project Building	**114**	2032.75	63.00	1577.50
Chemical Spraying/Fertilization	**70.5**	1032.00	54.50	1948.00
Christmas Setup/Repair/Removal	**0**	542.25	0.00	1146.00
Concrete/Masonry	**0**	102.00	0.00	0.00
Dirt/Sand/Mulch/Gravel Work	**105.5**	314.00	0.00	0.00
Equipment Maintenance/Service	**220**	2703.75	222.50	2408.25
Equipment Repair	**89**	499.75	0.00	0.00
Equipment Transport	**34**	140.50	0.00	0.00
Events	**129**	1304.50	57.00	590.75
Fence Repairs	**30**	404.00	0.00	384.75
Homeless Camp Cleanup	**7.5**	135.00	0.00	0.00
Landscape Maintenance	**25**	2689.50	141.50	2994.00
Material Hauling	**15.5**	680.00	37.75	634.50
Office Work/Planning/Supervision	**265.25**	1400.00	0.00	1019.50
Painting	**8**	162.50	8.00	138.00
Playground Inspection	**303**	323.00	0.00	0.00
Park Tree Work	**58**	2306.75	106.75	1004.75
Playground Maintenance	**56**	1122.50	75.75	1279.50
Powerwashing	**10**	39.00	0.00	0.00
Purchasing Parts/Supplies	**45.25**	118.75	0.00	0.00
Recycling	**0**	24.00	0.00	0.00
Restroom Maintenance	**26.5**	230.50	9.00	783.00
Seasonal City Cleanups	**0**	314.25	0.00	0.00
Seeding/Sodding	**17.5**	208.50	0.00	45.50

Sign Maintenance/Flags	**4**	164.25	0.00	0.00
Snow/Ice Removal/Ice Melt	**1.5**	538.50	0.00	297.00
Sprinkler Maintenance	**155.75**	1753.75	104.00	1607.50
Street Tree Work/Storm Damage	**49**	528.50	0.00	16.00
Stump Grinding	**28**	94.00	0.00	0.00
Trail Maintenance	**0**	351.00	174.00	150.00
Training (Safety/CEU's)	**6**	334.75	615.50	0.00
Trash Maintenance	**290.5**	3572.25	4.00	4354.25
Trim Mowing	**1160**	6101.75	7.00	5797.00
Vandalism Repair	**9**	254.25	0.00	385.00
Vector Control	**42**	160.00	0.00	144.00
Watering	**12**	128.00	0.00	73.00
Welding	**43.5**	68.50	0.00	0.00
Shopping Carts (by cart, not hours)	**19**	186.00	0	0
*Shop Time (No longer used)		86.00	63.00	539.25
*Special Projects (No longer used)		268.75	198.75	1387.75

JUNE 2025
RECREATION DIVISION
MONTHLY REPORT

Little Axe Community Center: In June, we hosted a series of fun camp activities for the children in summer camp. Alongside summer camp the center hosted its Monday food pantry for the families in the community. On Fridays, the center had free craft class for all ages with a small story time for the smaller children. Community Action out of Shawnee comes to the Little Axe Community Center on Fridays from 1pm to 4pm and offers assistance to community members in need.

12th Avenue Recreation Center: In June, the 12th Avenue Rec Center saw an average of 23 campers each day. We also were prepping for different things such as Norman 4th Fest, Zoo Trip, Movie Trip, and many other field trips! A Medieval/Fencing group meets on Wednesday nights and is getting a good turnout.

Irving Recreation Center: This month at Irving we had a total of 21 students enrolled our summer program. We had 257 total visits with an average of 14 students per day. Irving held its summer camp and went on many trips including to the OKC Zoo, rock climbing, and indoor playground.

Whittier Recreation Center: This month the Whittier Recreation Center staff has transitioned to the 12th Avenue Rec Center to run the Side Kick Summer Camp. The Summer Camp has 32 campers enrolled from ages 5-8. We have had field trips to Ruby Grant Park, Norman Public Library West, OKC Zoo, and Westwood Aquatic Center.

FACILITY ATTENDANCE:	Month	Year to Date
Little Axe Community Center	533	8,831
12th Avenue Recreation Center	844	19,423
Irving Recreation Center	257	4,482
Whittier Recreation Center	423	4,299
Reaves Center	300	3,600
Tennis Center	3,198	36,533

YOUNG FAMILY ATHLETIC CENTER
JUNE 2025

	FYE 2025 MTD	FYE 2025 YTD
YFAC Memberships	$4,000.00	$43,070.00
YFAC Day Passes	$89.00	$1,122.00
YFAC Gym Passes	$2,955.00	$29,681.00
YFAC Aqua Class/Camp	$1,045.00	$12,926.00
YFAC GYM Class/Camp	$0.00	$62,499.81
YFAC Misc Class/Camp	$0.00	$0.00
YFAC POOL Rental	$21,180.00	$152,702.00
YFAC GYM Rental	$304,597.00	$337,501.66
YFAC MISC Rental	$0.00	$2,525.00
YFAC POOL Tournament	$0.00	$0.00
YFAC GYM Tournament	$81,950.00	$329,360.66
YFAC Leases	$0.00	$42,447.73
YFAC Other Revenue/Advertising	$0.00	$93,688.48
YFAC Leagues	$0.00	$0.00
TOTAL INCOME	**$415,816.00**	**$1,107,524.34**
YFAC GYM Expenditures	$11,291.89	$158,545.50
YFAC POOL Expenditures	$24,755.32	$248,158.23
EXPENDITURES	**$36,047.21**	**$406,703.73**
Income vs. Expenditures	$379,768.79	$700,820.61

JUNE 2025

Westwood Golf Course Division Monthly Progress Report

ACTIVITY	JUNE FYE 25	JUNE FYE 24
Regular Green Fees	804	685
Senior Green Fees	358	304
Junior Fees	410	444
School Fees (high school golf team players)	4	14
Advanced Fees (high school golf team pre-pay)	0	0
Annual Fees (Regular, Senior & Junior Members)	443	1132
Employee Comp Rounds	172	340
Golf Passport Rounds	0	0
9-Hole Green Fee	219	210
2:00 Fees	331	221
Dusk Fees or 5:00 Fees	322	382
PGA Comp Rounds	6	13
*Rainchecks (not counted in total round count)	74	23
Misc Promo Fees (birthday, players cards, OU studen	147	308
Green Fee Adjustments (fee difference on rainchecks)	4	2
Total Rounds (*not included in total round count)	**3220**	**4055**
% change from FY '24	-20.59%	
Range Tokens	**2716**	**3955**
% change from FY '24	-31.33%	
18 - Hole Carts	207	203
9 - Hole Carts	55	76
½ / 18 - Hole Carts	1159	891
½ / 9 - Hole Carts	439	565
Total Carts	**1860**	**1735**
% change from FY '24	7.20%	
18 - Hole Trail Fees	0	0
9 - Hole Trail Fees	0	0
18 - Hole Senior Trail Fees	0	0
9-Hole Senior Trail Fees	0	0
Total Trail Fees	**0**	
% change from FY '24	0.00%	
TOTAL REVENUE	$176,450.18	$135,098.22
% change from FY '24	30.61%	

JUNE 2025
WESTWOOD GOLF DIVISION
MONTHLY PROGRESS REPORT

SAFETY REPORT				
	FY 2025	FY 2025	FY 2024	FY 2024
	MTD	YTD	MTD	YTD
Injuries On The Job	0	0	0	0
City Vehicles Damaged	0	0	0	0
Vehicle Accidents Reviewed	0	0	0	0
FINANCIAL INFORMATION				
	FY 2025	FY 2025	FY 2024	FY 2024
	MTD	YTD	MTD	YTD
Green Fees	$56,371.32	$469,975.34	$45,597.89	$536,434.90
Driving Range	$10,928.13	$127,646.13	$13,839.00	$129,231.09
Cart Rental	$29,680.81	$251,194.96	$25,762.06	$274,329.03
Golf Classes	$4,128.00	$7,296.00	$4,224.00	$5,952.00
Golf Shop Rentals	$874.04	$3,988.55	$607.96	$4,318.77
USGA Handicap Fees	$0.00	$0.00	$0.00	$0.00
Golf Cart Capital	$2,183.64	$19,419.52	$1,908.03	$17,993.62
Golf Merchandise	$28,196.06	$204,780.89	$20,801.09	$188,794.90
Restaurant	$28,677.97	$180,952.17	$18,903.68	$167,046.16
Golf Membership	$14,472.88	$143,236.97	$0.00	$0.00
Interest Earnings	$937.33	$14,087.73	$3,454.51	$136,089.55
TOTAL INCOME	**$176,450.18**	**$1,422,578.26**	**$135,098.22**	**$1,068,589.76**
Expenditures	$124,502.36	$1,510,292.64	$132,944.16	$1,454,854.41
Income vs Expenditures	$51,947.82	-$87,714.38	$2,154.06	$23,993.16
Rounds of Golf	3,220	33,791	4,055	26,516

Our weed control program is working very well and we are mostly controlling weeds on the perimeters of the golf course. The greens are approaching excellent condition, with a quality rating of 96%. We are in full mowing mode and also doing tree trimming and dead tree removal is underway as time allows. Number 7 pond and drainage work is ready for sod, as weather allows for availability. The irrigation system continues to operate very efficiently.

JUNE 2025
WESTWOOD FAMILY AQUATIC CENTER
MONTHLY PROGRESS REPORT

FINANCIAL INFORMATION				
	FY 2025 MTD	FY 2025 YTD	FY 2024 MTD	FY 2024 YTD
Swim Pool Passes	$101,973.00	$332,155.00	$98,467.00	$340,781.00
Swim Pool Gate Admission	$141,728.00	$350,103.00	$153,629.98	$362,564.98
Swim Lesson Fees	$11,387.00	$65,788.00	$9,561.00	$70,934.15
Swim Pool Rental	$18,900.20	$92,158.28	$17,901.00	$90,556.16
Swim Pool Classes	$6,528.00	$38,453.00	$3,938.00	$47,733.00
Swim Pool Merchandise Sales	$445.14	$838.72	$605.55	$1,036.01
Swim Pool Concessions	$83,488.29	$197,742.03	$96,318.97	$216,888.82
TOTAL INCOME	**$364,449.63**	**$1,077,238.03**	**$380,421.50**	**$1,510,915.62**
Expenditures	$204,561.19	$983,972.03	$368,161.42	$1,202,472.45
Income vs Expenditures	$159,888.44	$93,266.00	$12,260.08	$308,443.17

ATTENDANCE INFORMATION	FY 2025 MTD	FY 2025 YTD	FY 2024 MTD	FY 2024 YTD
Pool Attendance	36,052	92458	41839	79174
Adult Lap Swim Morning/Night	36	161	0	221
Water Walkers	298	4152	30	235
Toddler Time	390	1068	481	877
Water Fitness	24	1841	83	271
Swim Team	136	332	30	68
Scuba Rentals	0	22	12	25
Scuba Participants	18	87	72	107
Swim Lesson	578	873	80	1355
Private Swim Lessons	29	59	31	66
Special Events	1,702	1996	4	11
Party/Rentals	38	62	27	119
TOTAL FY 2025 ATTENDANCE	**39301**	**142412**	**42689**	**82529**

ATTENDANCE INFORMATION MAY 2024 TO JUNE 2024	
Pool Attendance	99,996
Adult Lap Swim Morning/Night	127
Water Walkers	3,886
Toddler Time	1,157
Water Fitness	1,793
Swim Team	118
Scuba Rentals	34
Scuba Participants	125
Swim Lesson	375
Private Swim	61
Special Events	16
Party/Rentals	50
TOTAL ATTENDANCE	107,738

FACILITY MAINTENANCE 9B

Cost by Building with Maint Type

Building	Maint Type	Total Cost	Labor	Supplies	Equipment	Inventory	Outsourcing	Overhead
12TH AVE REC	GENERAL	77.57	77.57	0.00	0.00	0.00	0.00	0.00
CENTER - 1701	HVAC	185.67	185.67	0.00	0.00	0.00	0.00	0.00
12TH AVE NE	**Totals:**	263.24	263.24	0.00	0.00	0.00	0.00	0.00
A - COURTS -	GENERAL	641.30	121.30	520.00	0.00	0.00	0.00	0.00
321 N WEBSTER	HVAC	153.33	153.33	0.00	0.00	0.00	0.00	0.00
	PLUMBING	204.68	161.73	42.95	0.00	0.00	0.00	0.00
	Totals:	999.31	436.36	562.95	0.00	0.00	0.00	0.00
ADULT	GENERAL	40.43	40.43	0.00	0.00	0.00	0.00	0.00
WELLNESS AND	HVAC	188.87	188.87	0.00	0.00	0.00	0.00	0.00
EDUCATION	PLUMBING	307.38	222.38	85.00	0.00	0.00	0.00	0.00
CENTER - 602 N	**Totals:**	536.68	451.68	85.00	0.00	0.00	0.00	0.00
ANDREWS	ELECTRICAL	18.57	18.57	0.00	0.00	0.00	0.00	0.00
PARK - 200 W	**Totals:**	18.57	18.57	0.00	0.00	0.00	0.00	0.00
ANIMAL	HVAC	326.03	326.03	0.00	0.00	0.00	0.00	0.00
WELFARE - 3428	PLUMBING	68.43	40.43	28.00	0.00	0.00	0.00	0.00
S JENKINS	**Totals:**	394.46	366.46	28.00	0.00	0.00	0.00	0.00
ANIMAL	HVAC	339.00	339.00	0.00	0.00	0.00	0.00	0.00
WELFARE	**Totals:**	339.00	339.00	0.00	0.00	0.00	0.00	0.00
B - POLICE DEPT	ELECTRICAL	161.73	161.73	0.00	0.00	0.00	0.00	0.00
-112 W DAWS	GENERAL	384.12	384.12	0.00	0.00	0.00	0.00	0.00
	HVAC	309.86	309.86	0.00	0.00	0.00	0.00	0.00
	PLUMBING	121.30	121.30	0.00	0.00	0.00	0.00	0.00
	Totals:	977.01	977.01	0.00	0.00	0.00	0.00	0.00
C - HR, IT - 313	GENERAL	525.63	525.63	0.00	0.00	0.00	0.00	0.00
N WEBSTER	HVAC	114.60	114.60	0.00	0.00	0.00	0.00	0.00
	PLUMBING	360.30	121.30	239.00	0.00	0.00	0.00	0.00

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	Totals:	1,000.53	761.53	239.00	0.00	0.00	0.00	0.00
CALYPSO COVE	HVAC	267.93	267.93	0.00	0.00	0.00	0.00	0.00
RADIO TOWER -	**Totals:**	267.93	267.93	0.00	0.00	0.00	0.00	0.00
CITY HALL - 201	GENERAL	563.50	483.50	80.00	0.00	0.00	0.00	0.00
W GRAY	PLUMBING	48.14	40.43	7.71	0.00	0.00	0.00	0.00
	Totals:	611.64	523.93	87.71	0.00	0.00	0.00	0.00
D -	GENERAL	295.00	295.00	0.00	0.00	0.00	0.00	0.00
DEVELOPMENT	HVAC	77.46	77.46	0.00	0.00	0.00	0.00	0.00
CENTER - 225 N	PLUMBING	122.43	40.43	82.00	0.00	0.00	0.00	0.00
WEBSTER	**Totals:**	494.90	412.90	82.00	0.00	0.00	0.00	0.00
EMERGENCY	HVAC	290.49	290.49	0.00	0.00	0.00	0.00	0.00
COMMUNCATI	PLUMBING	291.77	242.60	49.17	0.00	0.00	0.00	0.00
ONS AND	**Totals:**	582.26	533.09	49.17	0.00	0.00	0.00	0.00
FACILITY	GENERAL	121.30	121.30	0.00	0.00	0.00	0.00	0.00
MAINTENANCE -	PLUMBING	42.03	40.43	1.60	0.00	0.00	0.00	0.00
1910 RESEARCH	**Totals:**	163.33	161.73	1.60	0.00	0.00	0.00	0.00
FIRE STATION 1 -	HVAC	77.46	77.46	0.00	0.00	0.00	0.00	0.00
411 E MAIN	**Totals:**	77.46	77.46	0.00	0.00	0.00	0.00	0.00
FIRE STATION 2 -	HVAC	271.12	271.12	0.00	0.00	0.00	0.00	0.00
2211 W BOYD	PLUMBING	40.43	40.43	0.00	0.00	0.00	0.00	0.00
	Totals:	311.56	311.56	0.00	0.00	0.00	0.00	0.00
FIRE STATION 4 -	HVAC	135.56	135.56	0.00	0.00	0.00	0.00	0.00
4145 W	**Totals:**	135.56	135.56	0.00	0.00	0.00	0.00	0.00
FIRE STATION 5 -	GENERAL	630.44	630.44	0.00	0.00	0.00	0.00	0.00
1000 NE 168TH	**Totals:**	630.44	630.44	0.00	0.00	0.00	0.00	0.00
FIRE STATION 6 -	GENERAL	40.43	40.43	0.00	0.00	0.00	0.00	0.00
7405 E	PLUMBING	101.08	101.08	0.00	0.00	0.00	0.00	0.00
ALAMEDA	**Totals:**	141.52	141.52	0.00	0.00	0.00	0.00	0.00
FIRE STATION 8 -	GENERAL	80.87	80.87	0.00	0.00	0.00	0.00	0.00
3901 36TH AVE	**Totals:**	80.87	80.87	0.00	0.00	0.00	0.00	0.00
FIRE STATION 9 -	GENERAL	169.87	80.87	89.00	0.00	0.00	0.00	0.00
3001 E	HVAC	77.46	77.46	0.00	0.00	0.00	0.00	0.00

ALAMEDA	**Totals:**	247.33	158.33	89.00	0.00	0.00	0.00	0.00
FIREHOUSE ART	PLUMBING	161.73	161.73	0.00	0.00	0.00	0.00	0.00
CENTER - 444 S	**Totals:**	161.73	161.73	0.00	0.00	0.00	0.00	0.00
FLEET	GENERAL	40.43	40.43	0.00	0.00	0.00	0.00	0.00
MAINTENANCE -	HVAC	154.93	154.93	0.00	0.00	0.00	0.00	0.00
1301 DAVINCI	PLUMBING	327.16	323.47	3.69	0.00	0.00	0.00	0.00
	Totals:	522.52	518.83	3.69	0.00	0.00	0.00	0.00
GRIFFIN PARK -	PLUMBING	40.43	40.43	0.00	0.00	0.00	0.00	0.00
1001 E	**Totals:**	40.43	40.43	0.00	0.00	0.00	0.00	0.00
HEALTHPLEX	HVAC	232.39	232.39	0.00	0.00	0.00	0.00	0.00
WATER RADIO	**Totals:**	232.39	232.39	0.00	0.00	0.00	0.00	0.00
JIM BLUE CREEK	HVAC	306.66	306.66	0.00	0.00	0.00	0.00	0.00
RADIO TOWER -	**Totals:**	306.66	306.66	0.00	0.00	0.00	0.00	0.00
LITTLE AXE REC	HVAC	174.29	174.29	0.00	0.00	0.00	0.00	0.00
CENTER - 1000	**Totals:**	174.29	174.29	0.00	0.00	0.00	0.00	0.00
NEIGHBORHOO	PLUMBING	896.30	121.30	775.00	0.00	0.00	0.00	0.00
D PARKS	**Totals:**	896.30	121.30	775.00	0.00	0.00	0.00	0.00
NORMAN	ELECTRICAL	37.13	37.13	0.00	0.00	0.00	0.00	0.00
INVESTIGATION	GENERAL	188.97	188.97	0.00	0.00	0.00	0.00	0.00
S CENTER -	HVAC	154.93	154.93	0.00	0.00	0.00	0.00	0.00
1507 W	**Totals:**	381.03	381.03	0.00	0.00	0.00	0.00	0.00
NORMAN	HVAC	77.46	77.46	0.00	0.00	0.00	0.00	0.00
PUBLIC LIBRARY	**Totals:**	77.46	77.46	0.00	0.00	0.00	0.00	0.00
NORMAN	HVAC	116.20	116.20	0.00	0.00	0.00	0.00	0.00
PUBLIC LIBRARY	**Totals:**	116.20	116.20	0.00	0.00	0.00	0.00	0.00
POLICE	GENERAL	40.43	40.43	0.00	0.00	0.00	0.00	0.00
SHOOTING	PLUMBING	80.87	80.87	0.00	0.00	0.00	0.00	0.00
RANGE - 3942	**Totals:**	121.30	121.30	0.00	0.00	0.00	0.00	0.00
REAVES	HVAC	55.70	55.70	0.00	0.00	0.00	0.00	0.00
GARDEN	**Totals:**	55.70	55.70	0.00	0.00	0.00	0.00	0.00
REAVES PARK -	PLUMBING	257.07	80.87	176.20	0.00	0.00	0.00	0.00
515 E	**Totals:**	257.07	80.87	176.20	0.00	0.00	0.00	0.00

SANITATION -	HVAC	74.27	74.27	0.00	0.00	0.00	0.00	0.00
2301 GODDARD	PLUMBING	202.17	202.17	0.00	0.00	0.00	0.00	0.00
AVE	**Totals:**	276.44	276.44	0.00	0.00	0.00	0.00	0.00
SANTA FE	GENERAL	208.97	188.97	20.00	0.00	0.00	0.00	0.00
RAILROAD	HVAC	58.10	58.10	0.00	0.00	0.00	0.00	0.00
DEPOT	PLUMBING	60.65	60.65	0.00	0.00	0.00	0.00	0.00
MUSEUM - 200	**Totals:**	327.72	307.72	20.00	0.00	0.00	0.00	0.00
SHOP TIME	GENERAL	485.20	485.20	0.00	0.00	0.00	0.00	0.00
	Totals:	485.20	485.20	0.00	0.00	0.00	0.00	0.00
TRANSFER	ELECTRICAL	37.13	37.13	0.00	0.00	0.00	0.00	0.00
STATION - 3901	HVAC	193.66	193.66	0.00	0.00	0.00	0.00	0.00
CHAUTAUQUA	PLUMBING	108.43	40.43	68.00	0.00	0.00	0.00	0.00
	Totals:	339.23	271.23	68.00	0.00	0.00	0.00	0.00
TRANSIT	PLUMBING	404.33	404.33	0.00	0.00	0.00	0.00	0.00
CENTER - 320 E	**Totals:**	404.33	404.33	0.00	0.00	0.00	0.00	0.00
TRANSIT/PUBLI	ELECTRICAL	37.13	37.13	0.00	0.00	0.00	0.00	0.00
C SAFETY - 1310	HVAC	96.83	96.83	0.00	0.00	0.00	0.00	0.00
DA VINCI	PLUMBING	150.87	80.87	70.00	0.00	0.00	0.00	0.00
	Totals:	284.83	214.83	70.00	0.00	0.00	0.00	0.00
WARMING	HVAC	151.73	151.73	0.00	0.00	0.00	0.00	0.00
SHELTER - 109	**Totals:**	151.73	151.73	0.00	0.00	0.00	0.00	0.00
WATER	HVAC	271.12	271.12	0.00	0.00	0.00	0.00	0.00
RECLAMATION -	**Totals:**	271.12	271.12	0.00	0.00	0.00	0.00	0.00
WATER	HVAC	116.20	116.20	0.00	0.00	0.00	0.00	0.00
TREATMENT	PLUMBING	121.30	121.30	0.00	0.00	0.00	0.00	0.00
PLANT - 3000 E	**Totals:**	237.50	237.50	0.00	0.00	0.00	0.00	0.00
WESTWOOD	ELECTRICAL	18.57	18.57	0.00	0.00	0.00	0.00	0.00
GOLF COURSE -	HVAC	77.46	77.46	0.00	0.00	0.00	0.00	0.00
2400	PLUMBING	739.80	734.82	4.98	0.00	0.00	0.00	0.00
WESTPORT DR	**Totals:**	835.83	830.85	4.98	0.00	0.00	0.00	0.00
WESTWOOD	ELECTRICAL	148.54	148.54	0.00	0.00	0.00	0.00	0.00
POOL - 1017	GENERAL	684.87	434.87	250.00	0.00	0.00	0.00	0.00

FAIRWAY DR	HVAC	114.60	114.60	0.00	0.00	0.00	0.00	0.00
	PLUMBING	1,466.66	444.77	1,021.89	0.00	0.00	0.00	0.00
	Totals:	2,414.66	1,142.77	1,271.89	0.00	0.00	0.00	0.00
WESTWOOD	GENERAL	37.13	37.13	0.00	0.00	0.00	0.00	0.00
TENNIS CENTER	**Totals:**	37.13	37.13	0.00	0.00	0.00	0.00	0.00
YOUNG	GENERAL	124.30	121.30	3.00	0.00	0.00	0.00	0.00
FAMILTY	HVAC	595.55	595.55	0.00	0.00	0.00	0.00	0.00
ATHLETIC	PLUMBING	222.38	222.38	0.00	0.00	0.00	0.00	0.00
CENTER - 2201	**Totals:**	942.24	939.24	3.00	0.00	0.00	0.00	0.00

PLANNING AND COMMUNITY DEVELOPMENT 10

June 2025 Residential Permit Activity

Report Category	Permit Number	Date Issued	Address	Sq Ft	Zoning	Ward	Subdivision	Contractor	Valuation
Multi-Family, Fire	PRFI202502363	2025-06-10	428 BUCHANAN AVE		CPUD	4	LARSH'S UNIVERSITY ADD	SOONER CRIB LLC	$ 52,539.00
	PRFI202502388	2025-06-24	428 BUCHANAN AVE		CPUD	4	LARSH'S UNIVERSITY ADD	SOONER CRIB LLC	$ 34,826.00
	2								**$ 87,365.00**
Multi-Family, New Multi-Unit Residential	PRMU202501019	2025-06-27	217 E BOYD ST	20860	CCFB	4	STATE UNIVERSITY ADD	QUAD BUILD, INC	$ 8,500,000.00
	1								**$ 8,500,000.00**
Residential, Accessory Dwelling Unit	PRADU202502634	2025-06-26	2349 BLUE CREEK DR	1391	A-2	5	BLUE CREEK PKWY	JAMES CARUSO	$ 55,000.00
	1								**$ 55,000.00**
Residential, Accessory Structure	PRAB202501458	2025-06-17	6613 E ROBINSON ST	900	A-2	5	LAGO RANCHERO	VICTOR B REED II	$ 17,000.00
	PRAB202501511	2025-06-09	7700 144TH AVE NE	900	A-2	5	HIDDEN FOREST ADD COS	ORTEGA, VICTOR	$ 35,000.00
	PRAB202502163	2025-06-09	412 TERRACE PL	816	R-1	2	NORMANDY PARK	TUFF SHED INC	$ 50,635.75
	PRAB202502262	2025-06-06	1344 DORCHESTER DR	192	R-1	4	WOODSLAWN ADD	WILLIAMS, ELTON M & MARGARET A-REV TRT	$ 9,000.00
	PRAB202502294	2025-06-09	904 1/2 MONNETT AVE	180	CCFB	4	STATE UNIVERSITY ADD	ANAWAT RITTISAK	$ 600.00
	PRAB202502303	2025-06-16	4319 E ROCK CREEK RD	968	A-2	5	NOT SUBDIVIDED	STRAIGHTLINE CONTRACTORS, LLC	$ 100,000.00
	PRAB202502391	2025-06-13	5100 VESPER	450	A-2	5	NOT SUBDIVIDED	BYRD, LEE ALDEN & BYRD, CAROLYN	$ 6,500.00
	PRAB202502408	2025-06-18	4116 BRIARCREST DR	240	R-1	3	BROOKHAVEN	KYLE WALKER	$ 6,500.00
	PRAB202502620	2025-06-27	12400 GANDER LN	1600	A-2	5	NOT SUBDIVIDED	TEXWIN	$ 33,279.60
	9								**$ 258,515.35**
Residential, Addition/Alteration	PRAD202400096	2025-06-20	122 E FRANK ST	1000	R-2	4	JONES	ELLIS, GARY 1	$ 20,000.00
	PRAD202501834	2025-06-06	1304 PROSPECT CT	193	PUD	6	PARK HILL ADDITION	HALL, JASON L & CHRISTY	$ 1,500.00
	PRAD202501972	2025-06-11	4815 WILLOWOOD WAY	400	R-1	5	WHISPERING HILLS	POWER ROOFING & CONSTRUCTION	$ 80,000.00
	PRAD202502165	2025-06-09	1103 WOODLAND DR	1424	R-1	4	WOODLAND ADD CORR	VINCENT DREAM HOMES LLC	$ 125,000.00
	PRAD202502236	2025-06-05	1224 W BROOKS ST	200	R-1	2	HETHERINGTON HEIGHTS 2ND ADD	PROVIDENCE DEVELOPMENT GROUP	$ 20,000.00
	PRAD202502240	2025-06-20	420 SUMMIT HILL RD	192	R-1	1	SUMMIT LAKES ADD SEC 5	REECE R & C	$ 90,000.00
	PRAD202502258	2025-06-09	467 COLLEGE AVE	1590	R-1	4	LINCOLN ADD	POWER ROOFING & CONSTRUCTION	$ 175,000.00
	PRAD202502357	2025-06-11	5050 JUNCTION	378	A-2	5	NOT SUBDIVIDED	RAUL RODRIGUEZ K AND R ROOFING	$ 21,250.00
	PRAD202502372	2025-06-18	725 BIRCH DR	1884	R-1	4	WILLOW BROOK ADD	BIRD DOG CONSTRUCTION	$ 185,000.00
	PRAD202502387	2025-06-16	3418 BERGEN PEAK DR	252	PUD	8	GREENLEAF TRAILS ADD SEC 5	STONERIDGE ENTERPRISES, INC	$ 32,544.00
	PRAD202502394	2025-06-10	4108 TETON OVAL	304	PUD	8	CASCADE ESTATES SEC 6	KEVIN MCGEHEE	$ 50,000.00
	PRAD202502430	2025-06-16	917 BARKLEY CIR	8	R-1	4	HALRAY ADD	AZTEC BUILDING SYSTEMS, INC	$ 500.00
	PRAD202502490	2025-06-18	5600 E ROBINSON ST	240	A-2	5	OFFENBURGER ACRES COS	B.L. BELL CONSTRUCTION, LLC	$ 60,000.00
	PRAD202502507	2025-06-20	1603 EISENHOWER RD	957	R-1	8	NORTH ACRES REPLAT	A2Z REMODELING ATTN. YOSSI BEN-YEHOSHUA	$ 91,000.00

June 2025 Residential Permit Activity

	PRAD202502524	2025-06-18	516 COLLEGE AVE	650	R-3	4	BESSENT ADD	BRANDON LEFLER	$ 145,000.00
	PRAD202502678	2025-06-24	1412 BARKLEY ST	79	R-1	4	UNIVERSITY HEIGHTS	FREDGREN, TOM	$ 8,000.00
	16								**$ 1,104,794.00**
Residential, Carport	PRCP202502054	2025-06-03	925 W SYMMES ST	380	R-1	4	AUTUMN HEIGHTS ADD	SOUTHWEST BUILDERS	$ 10,800.00
	PRCP202502166	2025-06-04	1600 VILLAGE DR	480	R-1	1	VILLAGE ESTATES ADD	LIZETH MORENO	$ 4,500.00
	PRCP202502336	2025-06-11	312 STANTON DR	400	R-1	6	LAKEVIEW TERRACE	TITAN BUILDING CO	$ 5,750.00
	PRCP202502358	2025-06-11	1312 ATLANTA CIR	240	R-1	1	COLONIAL EST # 4	JOHN CLESSE	$ 2,000.00
	4								**$ 23,050.00**
Residential, Demolition	PRDE202502220	2025-06-04	3705 INDIAN POINT CIR	N/A	RE	5	INDIAN POINT ESTATES	CORTNEY BLOOD	N/A
	PRDE202502320	2025-06-17	707 W TIMBERDELL RD	N/A	R-1	4	WETZLER ADD AMENDED PLAT	MIDWEST WRECKING ATTN: BRYAN GANN	N/A
	PRDE202502435	2025-06-25	925 S PICKARD AVE	N/A	R-1	4	PARSONS ADDITION	NATIVE WRECKING SEVICES	N/A
	PRDE202502467	2025-06-13	418 NEBRASKA ST	N/A	R-1	4	NORMAN HEIGHTS ADD	TOP TIER RENOVATIONS	N/A
	PRDE202502469	2025-06-17	4334 W ROBINSON ST	N/A	R-1	3	COUNTRY CLUB EST W/LLA	MIDWEST WRECKING ATTN: BRYAN GANN	N/A
	5								**N/A**
Residential, Manufactured Home	PRMF202501251	2025-06-09	1716 140TH AVE SE	5000	RE	5	THUNDERBIRD HILLS	CLAYTON HOMES OF OKLAHOMA CITY	$ 195,000.00
	PRMF202501748	2025-06-06	14150 E STELLA RD	2128	A-2	5	NOT SUBDIVIDED	HEATHER PHILLIPS	$ 197,571.63
	PRMF202501775	2025-06-05	1420 156TH AVE SE	1000	A-2	5	H & L 9	LAFON, DONAL & AMY	$ 75,000.00
	3								**$ 467,571.63**
Residential, New Single Family	PRSF202403658	2025-06-11	7827 E ROBINSON ST	7644	A-2	5	NOT SUBDIVIDED	SMITH, MARTIN	$ 500,000.00
	PRSF202501446	2025-06-10	3209 BIRMINGHAM DR	2748	R-1	5	ST. JAMES PARK SEC 5	VESTA HOMES, INC.	$ 282,000.00
	PRSF202501447	2025-06-10	2332 BRETFORD WAY	2508	R-1	5	ST. JAMES PARK SEC 6	VESTA HOMES, INC.	$ 263,000.00
	PRSF202501678	2025-06-23	3401 CLAIRE CT	7927	A-2	5	LITTLE RIVER ESTATES COS	KEVIN METHENY	$ 585,000.00
	PRSF202501885	2025-06-16	712 LEGACY AVE	3014	PUD	6	VINTAGE CREEK ADDITION	MUIRFIELD HOMES	$ 308,000.00
	PRSF202501941	2025-06-11	814 HOOVER ST	7258	R-1	4	BEVEL ADDITION SFP	LAW CONSTRUCTION	$ 900,000.00
	PRSF202502007	2025-06-02	624 MANZANO DR	3081	PUD	1	SIENA SPRINGS ADD SEC 2	DP GAMBLE HOMES, INC.	$ 325,000.00
	PRSF202502023	2025-06-16	3904 TIMBER TRL	5069	PUD	6	VINTAGE CREEK ADDITION	DENALI HOMES, LLC	$ 750,200.00
	PRSF202502031	2025-06-02	1901 HOLLOW CREST CT	3139	R-1	5	SUMMIT VALLEY ADD SEC 3	DP GAMBLE HOMES, INC	$ 282,240.00
	PRSF202502199	2025-06-04	4304 RAVENSCOURT LN	4218	R-1	8	CARRINGTON PLACE ADD SEC 13	BAER HALL HOMES, INC	$ 500,000.00
	PRSF202502245	2025-06-17	321 GREENS PKWY	3856	R-1	8	HIGHLAND VILLAGE ADD SEC 9	HAMPTON HOMES, LLC	$ 515,000.00

June 2025 Residential Permit Activity

	PRSF202502248	2025-06-17	5812 WINDSTONE DR	3856	PUD	3	GLENRIDGE ADD SEC 1	HAMPTON HOMES, LLC	$	515,000.00
	PRSF202502264	2025-06-10	3926 CARAWAY LN	2247	R-1	5	BELLATONA ADD SEC 4	HOME CREATIONS, INC	$	315,000.00
	PRSF202502265	2025-06-09	4001 CARAWAY LN	2345	R-1	5	BELLATONA ADD SEC 4	HOME CREATIONS, INC	$	328,300.00
	PRSF202502284	2025-06-05	3765 MESA RD	3062	PUD	6	RED CANYON RANCH SEC 8	IDEAL HOMES OF NORMAN, LP	$	266,980.00
	PRSF202502324	2025-06-10	3710 HARDY DR	2530	PUD	8	SPRINGS AT FLINT HILLS SEC 1	LANDMARK FINE HOMES, LP	$	350,000.00
	PRSF202502447	2025-06-23	7231 VISTA SPRINGS DR	4479	RE	5	VISTA SPRINGS EST ADD SEC 1	TRUAIM LLC	$	430,000.00
	PRSF202502617	2025-06-25	3808 LLEYTON DR	1905	R-1	7	CEDAR LANE SEC III	TABER BUILT HOMES, LLC	$	298,000.00
	PRSF202502650	2025-06-26	5450 120TH AVE NE	5400	A-2	5	NOT SUBDIVIDED	DAVID GATES	$	300,000.00
	PRSF202502673	2025-06-26	4005 CARAWAY LN	2219	R-1	5	BELLATONA ADD SEC 4	HOME CREATIONS, INC	$	310,000.00
	PRSF202502674	2025-06-26	4000 CARAWAY LN	2459	R-1	5	BELLATONA ADD SEC 4	HOME CREATIONS, INC	$	344,260.00
	PRSF202502721	2025-06-27	4625 KINGSLAND RD	4569	R-1	8	CARRINGTON PLACE ADD SEC 14	C.A. MCCARTY CONSTRUCTION LLC	$	750,000.00
	22								**$**	**9,417,980.00**
Residential, Pool	PRPO202501544	2025-06-12	3220 SKYE RIDGE DR	859	R-1	8	HIGHLAND VILLAGE ADD SEC 5	GALAXY POOL CONSTRUCTION	$	85,000.00
	PRPO202501845	2025-06-06	4112 EDEN CT	512	PUD	8	CASCADE ESTATES	SPLASH ME POOLS	$	95,000.00
	PRPO202501905	2025-06-13	509 CAMPFIRE LN	980	PUD	6	PINE CREEK ADD	SIGNATURE CUSTOM POOLS	$	101,000.00
	PRPO202502215	2025-06-04	400 HORIZON VIEW CT	489	R-1	1	SUMMIT LAKES ADD SEC 9	SPARTAN POOLS & PATIO	$	66,000.00
	PRPO202502243	2025-06-05	809 PARKSIDE RD	765	R-1	3	BROOKHAVEN 21A	PLEASANT POOLS	$	76,990.00
	PRPO202502283	2025-06-09	1704 WINDHAM CT	600	R-1	6	HALL PARK #3	GALAXY HOME RECREATION	$	24,000.00
	PRPO202502350	2025-06-11	3908 COVENTRY LN	629	R-1	3	BROOKHAVEN 7TH	REMINGTON POOLS	$	60,000.00
	PRPO202502434	2025-06-13	4410 BELLINGHAM LN	921	R-1	8	CARRINGTON PLACE ADD SEC 14	ROBIN ALLEN	$	110,000.00
	PRPO202502479	2025-06-17	6315 ROSE ROCK HILL	450	A-2	5	MILLER PINES COS	AQUATIC DESIGNS POOL & SPA	$	80,000.00
	PRPO202502487	2025-06-17	4313 CANNON DR	868	R-1	8	CARRINGTON PLACE ADD SEC 5	SIGNATURE CUSTOM POOLS	$	94,600.00
	PRPO202502489	2025-06-17	4419 FOUNTAIN VIEW DR	519	R-1	8	FOUNTAIN VIEW ADD SEC 1	SIGNATURE CUSTOM POOLS	$	70,000.00
	PRPO202502588	2025-06-24	5917 WINDSTONE DR	1076	PUD	3	GLENRIDGE ADD SEC 1	S & S POOLS	$	60,000.00
	PRPO202502598	2025-06-30	1917 PELHAM CIR	24	R-1	6	PARK PLACE ADD SEC 5	BARRETT, TRENT	$	10,500.00
	PRPO202502737	2025-06-30	4414 FOUNTAIN VIEW DR	625	R-1	8	FOUNTAIN VIEW ADD SEC 1	ARTISTIC POOLS	$	48,000.00
	14								**$**	**981,090.00**
Residential, Repair	PRDB202502425	2025-06-20	1201 BROAD ACRES DR		R-1	3	BROOKHAVEN 18TH	G SQUARED PROPERTIES, LLC	$	200,000.00
	PRDB202502560	2025-06-18	2615 E LINDSEY ST		A-2	1	NOT SUBDIVIDED	KAYLEE HALL	$	2,000.00
	2								**$**	**202,000.00**

June 2025 Residential Permit Activity

Residential, Solar	PRSO202502255	2025-06-04	633 S REED AVE		R-1	4	MORNINGSIDE ADD	DELTA ENERGY SOLAR	$ 17,010.00
	PRSO202502431	2025-06-11	813 COOPERS HAWK DR		R-1	7	EAGLE CLIFF ADD #3	FREEDOM FOREVER OKLAHOMA, LLC	$ 28,371.07
	PRSO202502474	2025-06-12	1625 SANDPIPER LN		R-1	6	SUTTON PLACE ADD SEC 6	EIGHTTWENTY	$ 50,000.00
	3								**$ 95,381.07**
Residential, Storm Shelter	PRSS202501453	2025-06-03	1513 WILLOWCLIFF CT		R-1	6	LAKEVIEW TERRACE 4	STORM SAFE SHELTER, LLC	$ 3,500.00
	PRSS202502293	2025-06-03	909 CAVECREEK ST		R-1	6	SHADOWLAKE ADD SEC 3	FLATSAFE TORNADO SHELTERS	$ 3,000.00
	PRSS202502299	2025-06-03	4304 RAVENSCOURT LN		R-1	8	CARRINGTON PLACE ADD SEC 13	BAER HALL HOMES CORP	$ 4,000.00
	PRSS202502311	2025-06-04	1030 KINGS RD		R-1	4	SHERWOOD FOREST #1	TAINE BERNHARD	$ 4,500.00
	PRSS202502347	2025-06-20	321 MAYBURY DR		PUD	6	LITTLE RIVER TRAILS ADD SEC 3	LEN BRANCH	$ 3,900.00
	PRSS202502373	2025-06-06	1833 WOLFORD WAY		PUD	1	THE VILLAGES	STORM SAFE SHELTERS	$ 3,000.00
	PRSS202502384	2025-06-06	1226 FLINT HILLS ST		PUD	8	SPRINGS AT FLINT HILLS SEC 1	LANDMARK FINE HOMES, LP	$ 4,000.00
	PRSS202502386	2025-06-09	1614 CHARLES ST		R-1	2	WOODSLAWN 3RD ADD	JAMES TONY SARDIS	$ 3,500.00
	PRSS202502390	2025-06-11	4108 WOOD CASTLE ST		R-1	8	CASTLEROCK ADD	HERNANDEZ, LEONEL LIMBERG	$ 8,400.00
	PRSS202502460	2025-06-12	1801 TAINES TURN		R-1	7	CEDAR LANE SEC. III	GROUND ZERO SHELTERS	$ 3,000.00
	PRSS202502461	2025-06-12	3124 OLD FRISCO RD		PUD	8	GREENLEAF TRAILS ADD SEC 8	GROUND ZERO SHELTERS	$ 4,000.00
	PRSS202502509	2025-06-20	129 W MOSIER ST		R-2	4	HIGHLAND ADDITION	OZ SAFEROOMS	$ 10,500.00
	PRSS202502551	2025-06-18	712 GRICKLE DR		PUD	8	TRAILWOODS ADDITION SEC. 1	STORM SAFE SHELTERS	$ 5,270.00
	PRSS202502564	2025-06-27	5205 RHOADES DR		R-1	3	CAMBRIDGE ADD III	FLATSAFE TORNADO SHELTERS	$ 7,000.00
	PRSS202502600	2025-06-20	2012 BEAUMONT DR		RM-6	1	AMERICANA ESTATES SECTION 4	STORM SAFE SHELTERS	$ 3,050.00
	PRSS202502618	2025-06-20	3808 LLEYTON DR		R-1	7	CEDAR LANE SEC III	TABER BUILT HOMES, LLC	$ 2,500.00
	PRSS202502697	2025-06-24	521 LEOPARD LILY DR		R-1A	8	POPPY GROVE ADD SEC 2	STORM SAFE SHELTERS	$ 3,999.00
	PRSS202502699	2025-06-24	3117 PESCARA DR		PUD	1	SIENA SPRINGS ADD SEC 2	STORM SAFE SHELTER, LLC	$ 3,500.00
	PRSS202502714	2025-06-25	3732 TIMBERBROOK DR		PUD	6	VINTAGE CREEK ADDITION	KERRI HIBDON	$ 3,400.00
	PRSS202502731	2025-06-27	3821 RED OAKS DR		R-1	3	RIVER OAKS SEC 1	SPRAGUES BACKHOE	$ 6,750.00
	PRSS202502788	2025-06-30	1931 WOLFORD WAY		PUD	1	THE VILLAGES	TREDESSA SCHRADER	$ 3,800.00
	21								**$ 94,569.00**
Total	**103**								**$ 21,287,316.05**

June 2025 Residential Permit Activity

Category	Count	Valuation
Multi-Family, Fire	2	$87,365.00
Multi-Family, New Multi-Unit Residential	1	$8,500,000.00
Residential, Accessory Dwelling Unit	1	$55,000.00
Residential, Accessory Structure	9	$258,515.35
Residential, Addition / Alteration	16	$1,104,794.00
Residential, Carport	4	$23,050.00
Residential, Demolition	5	N/A
Residential, Manufactured Home	3	$467,571.63
Residential, New Single Family Dwelling	22	$9,417,980.00
Residential, Pool	14	$981,090.00
Residential, Repair	2	$202,000.00
Residential, Solar	3	$95,381.07
Residential, Storm Shelter	21	$94,569.00
Total	**103**	**$21,287,316.05**

June 2025 Non-Residential Permit Activity

Category	Permit	Date Issued	Address	Sq Ft	Zoning	Ward	Subdivision	Contractor	Tenant	Valuation
Commercial, Accessory Structure	PRAB202501156	2025-06-03	7007 144TH AVE NE	384	A-2	5	NOT SUBDIVIDED	VIRGINIA HEFNER MCKEE	THE HEFNER COMPANY, INC	$ 3,000.00
	1									**$ 3,000.00**
Commercial, Addition/Alteration	PRAD202501461	2025-06-06	3200 S BERRY RD	904	PL	2	TRAILS ADD SEC 3	DP GAMBLE HOMES, INC	TRAILS GOLF CLUB	$ 175,000.00
	PRAD202501521	2025-06-24	4701 12TH AVE NW	990	A-2	6	SCHOOL/MOORE NORMAN TECH	MANHATAN CONSTRUCION COMPANY	MOORE NORMAN TECHNOLOGY CENTER	$ 50,000.00
	PRAD202501742	2025-06-06	4701 W MAIN ST	1252	C-2	3	HERITAGE PLACE II SEC 6	TEDCO ENTERPRISES, LLC	TEDCO ENTERPRISE LLC	$ 30,000.00
	PRAD202502052	2025-06-05	6590 W ROBINSON ST	20	A-2	3	NOT SUBDIVIDED	CENTERLINE COMMUNICATIONS	VERIZON	$ 15,000.00
	PRAD202502178	2025-06-06	4701 W MAIN ST	2135	C-2	3	HERITAGE PLACE II SEC 6	STUDIO TATUM, LLC. TATUM, RYAN	WHITE BOX	$ 50,000.00
	PRAD202502333	2025-06-12	3651 CLASSEN BLVD	31	C-2	5	ST. JAMES CENTRE SEC 1	GALLOWAY & COMPANY	WALMART	$ 20,000.00
	PRAD202502335	2025-06-16	424 E MAIN ST	3050	C-3	4	NORMAN OT	MATTHEW CLINTON	BLEU FOX LLC	$ 40,000.00
	7									**$ 380,000.00**
Commercial, Demolition	PRDE202502260	2025-06-04	1912 ATCHISON DR		I-1	8	NORTHRIDGE IND PARK	M & M WRECKING, INC.	N/A	N/A
	1									**N/A**
Commercial, Fire	**6**									**$ 10,387,498.13**
Commercial, Repair	PRDB202502304	2025-06-06	1912 ATCHISON DR		I-1	8	NORTHRIDGE IND PARK	CAVINS CONSTRUCTION GROUP, LLC	N/A	$ 105,000.00
	1									**$ 105,000.00**
Commercial, Solar	PRSO202502658	2025-06-27	3803 CHAUTAUQUA AVE		A-2	7	NOT SUBDIVIDED	CITY OF NORMAN	N/A	$ 96,000.00
	1									**$ 96,000.00**
Total	**17**									**$ 10,971,498.13**

June 2025 Non-Residential Permit Activity

Category	Count	Valuation
Commercial, Accessory Structure	1	$ 3,000.00
Commercial, Addition / Alteration	7	$ 380,000.00
Commercial, Demolition	1	N/A
Commercial, Fire	6	$ 10,387,498.13
Commercial, Repair	1	$ 105,000.00
Commercial, Solar	1	$ 96,000.00
Total	17	$ 10,971,498.13

Monthly Permit Activity Summary-June 2025

		2025		2024	
Group	Category	Permits	Valuation	Permits	Valuation
RESIDENTIAL	Multi-Family, Addition / Alteration			7	$584,752.00
	Multi-Family, Demolition			1	$13,000.00
	Multi-Family, Fire	4	$340,665.00	5	$50,978.21
	Multi-Family, Foundation Only			2	$930,000.00
	Multi-Family, New Multi-Unit Residential	3	$18,557,734.00	2	$3,100,000.00
	Multi-Family, Repair	2	$220,000.00	3	$800,792.00
	Residential, Accessory Dwelling Unit	4	$410,000.00	8	$686,000.00
	Residential, Accessory Structure	52	$2,089,108.34	104	$4,329,180.27
	Residential, Addition / Alteration	66	$5,981,878.51	111	$10,028,764.27
	Residential, Carport	9	$72,851.00	35	$238,739.36
	Residential, Demolition	15		38	$135,500.00
	Residential, Fire	2	$27,700.00	2	$187,000.00
	Residential, Manufactured Home	9	$1,361,571.63	8	$818,078.00
	Residential, Manufactured Home Replacement	2	$270,000.00		
	Residential, New Single Family Dwelling	146	$58,548,840.00	425	$163,733,278.82
	Residential, New Two Family (duplex)	2	$1,228,000.00	2	$1,170,000.00
	Residential, Pool	51	$3,919,582.00	80	$7,215,726.00
	Residential, Repair	7	$430,808.09	15	$1,249,221.00
	Residential, Solar	28	$853,352.75	150	$4,450,262.58
	Residential, Storm Shelter	210	$1,233,958.00	282	$1,197,965.00
	Residential, Water Well	6		10	
	Total	618	$95,546,049.32	1,290	$200,919,237.51
NON-RESIDENTIAL	Commercial, Accessory Structure	2	$16,010.00		
	Commercial, Addition / Alteration	56	$24,808,272.95	118	$51,016,076.00
	Commercial, Demolition	2		15	$295,000.00
	Commercial, Fire	45	$14,146,049.76	63	$1,609,119.11
	Commercial, Foundation Only	2	$914,597.00	3	$3,200,000.00
	Commercial, New Commercial Building	26	$42,208,448.11	31	$60,780,677.00
	Commercial, Pool			1	$250,000.00
	Commercial, RCF/RDCF	1		5	
	Commercial, Repair	3	$433,835.40	15	$8,918,929.00
	Commercial, Solar	3	$235,980.00	4	$777,603.00
	Industrial, Addition / Alteration			1	$550,000.00
	Industrial, Fire	2	$2,700.00	1	$92,000.00
	Industrial, Foundation Only			1	$450,000.00
	Industrial, New Commercial Building			1	$200,000.00
	Institutional, Addition / Alteration			2	$2,350,000.00
	Institutional, Demolition			1	
	Institutional, Fire	6	$165,445.00	8	$244,475.07
	Total	148	$82,931,338.22	270	$130,733,879.18
OTHER ACTIVITY	# of New Dwelling Units	228		457	
	All Field Inspections	9,992		22,626	
	Certificate of Completion (CC)	1,590		3,188	
	Certificate of Occupancy (CO)	332		627	
	Demo # of Dwelling Units	13		37	
	Demolition			6	
	Electrical Permit	469		1,380	
	Fire			1	
	Garage Sale	354		843	
	Mechanical Permit	436		1,345	
	Paving (PRIVATE PROPERTY)	41	$2,366,350.00	93	$743,735.55
	Plumbing Permit	630		1,606	
	Public Works	137	$4,540,007.72	175	$3,366,959.51
	Sign	78	$69,150.00	242	$748,765.00
	Solar	1			
	Street Closure(Not Event)			2	
	Structure Moving	18	$150,000.00	15	
	Temporary Structure	12		22	
	Utilities WM	2			
	Total	14,333	$7,125,507.72	32,665	$4,859,460.06
Total		15,099	$185,602,895.26	34,225	$336,512,576.75

POLICE 11

NORMAN POLICE DEPARTMENT

MONTHLY DEPARTMENT OVERVIEW

@normanokpd

JUNE | 2025

MONTHLY ACTIVITY OVERVIEW

SUMMARY OF REPORTED OFFENSES	2025	5-YEAR AVERAGE	2024
MURDER	1	0	0
SEXUAL ASSAULTS	6	10	13
ROBBERY	2	2	1
AGGRAVATED ASSAULTS	24	16	18
BURGLARY OF BUILDING	24	28	29
LARCENY/THEFT	134	166	205
MOTOR VEHICLE THEFT	15	21	25
ARSON	1	0	0
KIDNAPPING	1	2	4
FRAUD/FORGERY	54	52	56
DUI/APC	21	21	33
PUBLIC INTOXICATION	32	33	47
RUNAWAYS	19	25	55
DRUG VIOLATIONS	52	48	97
THREATS/HARASSMENT	34	27	22
VANDALISM	41	60	70
OTHER	586	478	616
TOTAL REPORTED OFFENSES	**1,047**	**998**	**1,291**
TOTAL ARRESTS:	**693**	**550**	**757**
PROTECTIVE CUSTODY:	46	59	98
TOTAL CASE REPORTS*	**842**	**780**	**1,003**
COLLISIONS	**164**	**123**	**145**
FATALITY	0	0	0
INJURY	18	20	21
NON-INJURY	146	103	124
NUMBER OF PEOPLE INJURED	24	28	33
CITATIONS & WARNINGS	**3,669**	**2,222**	**3,309**
TRAFFIC CITATIONS	1,247	654	925
TRAFFIC WARNINGS	2,025	1,229	1,852
PARKING CITATIONS & WARNINGS	397	339	532

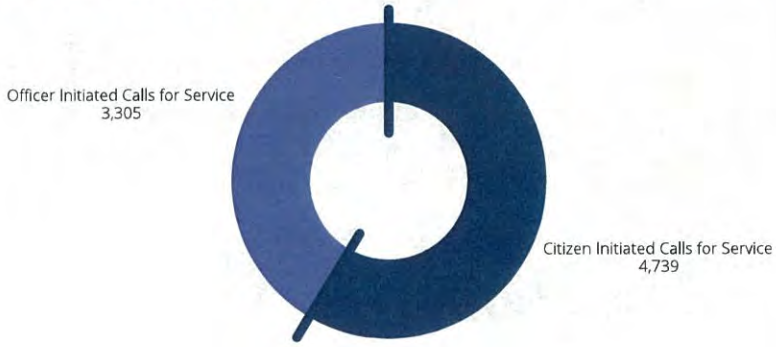
COMMUNICATIONS CENTER ACTIVITY OVERVIEW

911 CALLS TAKEN: 5,316

NON-EMERGENCY CALLS TAKEN: 14,659

TOTAL INCOMING CALLS: 19,975

TOTAL CALLS FOR SERVICE GENERATED: 11,710



POLICE CALLS FOR SERVICE: 8,044
- OFFICER INITIATED: 3,305
- CITIZEN INITIATED: 4,739

OTHER CAD ACTIVITY:
- NORMAN FIRE: 1,689
- EMSSTAT: 1,977

INVESTIGATIONS ACTIVITY

CASES OPEN DURING REPORTING PERIOD: 174

CASES ASSIGNED DURING THE CURRENT REPORTING PERIOD: 55

CASES CLOSED DURING REPORTING PERIOD: 408
- CLEARED BY ARREST / WARRANT: 18
- CLEARED BY EXCEPTION: 15
- COP FOLLOW-UP: 10
- DEACTIVATED: 302
- DEACTIVATED DUE TO STAFFING: 27
- MISSING PERSONS RECOVERED: 12
- REFERRED INTERNALLY: 23
- UNFOUNDED: 1

ANIMAL WELFARE

INTAKES: 225

LIVE RELEASES: 311

LIVE OUTCOME RATE: 88%

ANIMALS FOSTERED: 135

VOLUNTEER HOURS: 349

RECORDS

CUSTOMER SERVICE CONTACTS: 2,229
- IN-PERSON CONTACTS: 877
- PHONE CONTACTS: 684
- EMAIL CONTACTS: 668

DEPARTMENT STAFFING

AUTHORIZED COMMISSIONED: 184

ACTUAL EMPLOYED: 179

AVAILABLE FOR ASSIGNMENT: 162**

AUTHORIZED NON-COMMISSIONED: 77

ACTUAL NON-COMMISSIONED: 75

AVAILABLE FOR ASSIGNMENT: 74**

*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 2025

IN SHELTER ANIMAL COUNTS

	2024			2025			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Beginning	94	110	204	65	158	223	19	9%
Ending	82	115	197	67	128	195	(2)	-1%

ANIMAL INTAKES

	2024			2025			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Stray at Large	93	148	241	105	92	197	(44)	-18%
Owner Relinquish	10	17	27	12	27	39	12	44%
Owner Intended Euth	2	2	4	0	0	0	(4)	-100%
Transfer In	0	0	0	1	0	1	1	
Other Intakes*	6	1	7	8	0	8	1	14%
Returned Animal	5	8	13	4	6	10	(3)	-23%
TOTAL LIVE INTAKES	116	176	292	130	125	255	(37)	-13%

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

OTHER STATISTICS

	2024	Total	2025	Total	Comparisons Difference	Percent
Wildlife Collected (DOA)	0	0	0	0	0	
Dog Collected (DOA)	0	0	1	1	1	
Cat Collected (DOA)	4	4	2	2	(2)	-50%
Wildlife Transferred	0	0	0	0	0	
Intake Horses	0	0	0	0	0	
Intake Cows	0	0	0	0	0	
Intake Goats	0	0	0	0	0	
Intake Sheep	0	0	0	0	0	
Intake Rabbits	14	14	1	1	(13)	-93%
Intake Pigs	0	0	0	0	0	
Intake Other	0	0	4	4	4	
TOTAL OTHER ITEMS	18	18	8	8	(10)	-56%

LENGTH OF STAY (DAYS)

	2024	2025
Dog	21.1	21.1
Cat	10.5	10.5

OWNER SURRENDER PENDING INTAKE

	Canine	Feline	Other	Total
Animals	250	20	0	270

Norman Animal Welfare Monthly Statistical Report
June 2025

LIVE ANIMAL OUTCOMES

	2024			2025			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Adoption	42	106	148	51	110	161	13	9%
Return To Owner	29	1	30	40	2	42	12	40%
Transferred Out	46	4	50	22	32	54	4	8%
Returned to Field	0	42	42	0	21	21	(21)	-50%
Returned to Owner in Field	17	0	17	17	16	33		
TOTAL LIVE OUTCOMES	134	153	287	130	181	311	24	8%

OTHER ANIMAL OUTCOMES

	2024			2025			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Died in Care	1	3	4	0	8	8	4	100%
Lost in Care	0	0	0	0	0	0	0	
Shelter Euth	9	12	21	15	19	34	13	62%
Owner Intended Euth	2	2	4	0	0	0	(4)	-100%
TOTAL OTHER OUTCOMES	12	17	29	15	27	42	13	45%

TOTAL OUTCOMES

	2024			2025			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Total Live Outcomes	134	153	287	130	181	311	24	8%
Total Other Outcomes	12	17	29	15	27	42	13	45%
TOTAL OUTCOMES	146	170	316	145	208	353	37	12%

SHELTER EUTHANASIA DATA

	Canine	Feline	Other	Total	Percentage
Medical - Sick	6	13	0	19	56%
Medical - Injured	0	3	0	3	9%
Behavior - Aggressive	8	0	0	8	24%
Behavior - Other	1	3	0	4	12%
TOTAL EUTHANASIA	15	19	0	34	

MONTHLY LIVE RELEASE RATE

2024	2025
92.0%	88.1%

Live Outcomes / (Total Outcomes - Owner Int Euth)

PUBLIC WORKS 12

DEPARTMENT OF PUBLIC WORKS
MONTHLY PROGRESS REPORT
CITY OF NORMAN, OKLAHOMA
June 2025

ENGINEERING DIVISION

DEVELOPMENT

The Development Manager processed two (2) Preliminary Plats for Planning Commission; one (1) Final Plat for the Development Committee. The Development Engineer reviewed 27 sets of construction plans and three (3) punch lists. There were 148 permits reviewed and/or issued. Fees were collected in the amount of $8,758.30.

CAPITAL PROJECTS:

Gray Street Two-Way Conversion – University Boulevard to Porter Avenue:

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of 19 transportation improvement projects. The Gray Street Two-Way 2019 Bond Project consists of the conversion of Gray Street from a one-way street to a two-way street between University Avenue and Porter Avenue, and the installation of streetscape elements along Gray Street. The intersection with James Garner Avenue will be entirely reconstructed to accommodate the future James Garner Phase 3 2019 Bond Project. In addition to the roadway and streetscape work, improvements are required to the railroad crossing just east of James Garner Avenue. The total construction cost for the project is approximately $7.5 million. Of that, approximately $4.9 million will be paid by federal grants. The remaining $2.6 million will be paid for through the City of Noman 2019 Bond Program.

The Oklahoma Department of Transportation (ODOT) conducted a bid opening on March 21, 2024, for the Gray Street Two-Way 2019 Bond Project. The low bidder was Ellsworth Construction, LLC of Oklahoma City, Oklahoma. ODOT awarded the project on April 1, 2024. Construction started on Monday, August 5, 2024, and there are 360 calendar days in the project. An additional 35 days have been added due to multiple delays to progress, not the least of which has been greater than average weather delays throughout the spring and summer so far. Staff is working with ODOT and the contractor to determine an updated completion date, but it is now expected that the paving operations will not be complete until this winter and final completion of landscaping and striping will be in early spring. In the meantime, staff continues to look for ways to accelerate the construction schedule while keeping the disturbance to surrounding businesses to a minimum.

Proposed improvements include:

- New sidewalks
- Conversion to reverse angle parking for on-street spaces
- New decorative roadway lighting
- Landscaping
- Decorative paving elements
- New curb and gutter
- Modified decorative traffic signals
- Pedestrian safety improvements
- Revised signing and striping for two-way operation
- Reconstruction of the James Garner Avenue intersection
- New gates and controls for two-way operation of the railroad crossing

As of the last pay application on 5/31/25, 32.57% of the total contract amount has been expended. Through 5/31/25, 63.61% of the contract time has expired.

The contractor's activities this month were as follows:

- Preparation and cleanup of planting beds for topsoil on north side of Gray Street.
- Installation of irrigation continued on north side of Gray Street
- Began saw cutting of pavement on south side of Gray Street

Imhoff Road Widening at Oakhurst Avenue – Crimson Flats Addition:

On November 14, 2023, Norman City Council entered into a Disposition and Development Agreement (DDA) with Milestone Property Development LLC to sell real property located on the NE Corner of Imhoff and Oakhurst to be developed as an affordable housing development (Crimson Flats). The City is utilizing both Federal SLFTF funds and local funds for the project. As part of the DDA, the City agreed to complete certain site work and public improvements to the property.

One of the public improvements identified to be completed using this funding was the widening of Imhoff road, which abuts the development to the south. The City contracted with SMC Consulting Engineers to complete the engineering for the public infrastructure and improvements, which included professional services related to the Imhoff widening portion of the project.

Construction began on May 12, 2025, and will take approximately 2 months to complete. Imhoff Road will have at minimum one lane open in each direction throughout construction.

Proposed improvements include:

- Add an additional lane westbound on Imhoff Road along the proposed Crimson Flats development
- New curb and gutter
- Revised signing and striping

As of the last pay application on 6/30/25, 94.35% of the total contract amount has been expended. Through 6/30/25, 96.67% of the contract time has expired.

The contractor's activities this month were as follows:

- All pavement, curb and gutter and sidewalk is complete
- Backfill and finish grading is complete
- Striping is complete
- Project is substantially complete as of end of June.

Jenkins Avenue 2019 Bond Project:

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen (19) transportation improvement projects. The Jenkins Avenue 2019 Bond Project consists of widening and reconstruction of Jenkins Avenue between Imhoff Road and Lindsey Street. The total construction cost for the project is approximately $15.52 million. Of that, approximately $10.25 million will be paid by federal grants and the remaining $5.27 million will come from the City of Noman 2019 Bond Program.

The Oklahoma Department of Transportation conducted a bid opening on October 10, 2024, for the Jenkins Avenue 2019 Bond Project. The low bidder was Silver Star Construction Company, Inc. of Moore, Oklahoma. ODOT awarded the project on November 4, 2024. Construction started on Monday, March 3, 2025. There are 540 calendar days in the project, which will likely require approximately 2 years to complete, taking into account weather days. The Oklahoma Department of Transportation is administering the construction of this project.

Proposed improvements include:

- New 4-lane roadway with raised median
- Realignment of Imhoff Road and Constitution Street with a new roundabout
- Realigned Timberdell Road intersection
- New 4-legged intersection at Stinson Street
- New decorative traffic signals at Timberdell Road and Stinson Street intersections
- New 10-foot multi-use trails and sidewalks
- Landscaping
- Pedestrian safety improvements
- Improved storm drainage pipeline system

The contractor's activities this month were as follows:

- Finished the temporary asphalt widening installation
- Shifted Jenkins Avenue traffic to the west half of the project so that reconstruction could begin on the east half of the project between Reeves Park Road and Lindsey Street

12th Ave NE and W Brooks Street Sidewalk Project This project is 80% funded through an ACOG grant and is being facilitated by ODOT for construction. This project will include new and replacement sidewalks, ramps, and driveways along 12th Avenue NE from East Robinson Street to East Rock Creek Road and Brooks Street from Pickard Avenue to Wylie Road. Plans are complete and bids were advertised by ODOT. Parathon

Construction was selected as the contractor for this project and construction is scheduled to start in September with project oversight provided by Hudson Prince Engineering.

FYE 2026 Sidewalk Concrete Projects This project is currently scheduled to go to City Council for approval to construct on July 22, 2025. This contract includes Citywide Sidewalk Reconstruction Projects, Sidewalk Accessibility Projects, Sidewalk Program for Schools and Arterials Projects, Downtown Area Sidewalks and Sidewalks and Trails.

State Highway 9 Multi Use Path This project is 80% funded through an ACOG grant and is currently being advertised for bid submission. This project will include the construction of a 10' wide Multi Use Path from 48th Ave SE to 72nd Ave SE along the north side of State Highway 9. Construction is anticipated to start in the winter of 2025.Oklahoma Department of Transportation is scheduling a September letting for construction.

Street Maintenance Bond Programs:

FYE 2025 Street Maintenance Bond – Urban Concrete 1

Urban Concrete 2 bids were opened on June 13, 2024. 8 bids were received and the contract was awarded on July 9, 2024 to Ellsworth Construction in the amount of $1,191,250.50. The project consists of select panel replacement on existing concrete streets. The project is anticipated to be completed by June 2025. The contractor mobilized on September 30, 2024. During the month of June, the contractor shifted crews over to aid in the construction of Berry Road.

FYE 2025 Street Maintenance Bond – Urban Concrete 2

Urban Concrete Bid 2 bids were opened on June 13, 2024. 8 bids were received and the contract was awarded on July 9, 2024 to Ellsworth Construction in the amount of $1,272,530.00. The project consists of select panel replacement on existing concrete streets. The project is anticipated to be completed by August 2025. During the month of June, the contractor continued work in the Westwood Estates addition on Berry Road. Work on this project will be completed by August 11, 2025, prior to Norman Public Schools starting classes.

FYE 2025 Street Maintenance Bond – Urban Reconstruction Projects

The FYE 2025 urban road reconstruction project bids were opened on March 3, 2025. 7 bids were received and the contract was awarded on April 22, 2025 to Ellsworth Construction in the amount of $940,547.29. The project consists of roadway reconstruction for the following locations: South Pickard Avenue from West Imhoff Road to 2719 South Pickard Avenue, Oakbrook Drive from Fairfield Drive to South Pickard Avenue, and North Base Avenue from West Main Street to Kansas Street. All three streets are located in established residential neighborhoods. The current roadways are constructed of concrete pavement. The concrete pavement is in poor condition and the substructure has failed in several locations. The reconstruction project involves removal of the existing pavement and curb, stabilizing the subgrade, and placing new concrete panels. During the month of June, the contractor continued the reconstruction of Pickard Avenue between West Imhoff Road and 2719 South Pickard Avenue. Work on this project is expected to be completed by mid-August 2025.

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:

Fleet Maintenance & Vehicle Procurement (upgrades and standardization)

- City Fleet Maintenance staff continue to ensure that the transit fleet is in operational condition each morning for line up.
  - Of the City's 27 revenue vehicles in the Transit Fleet, there are only 3 vehicles remaining which were received from the University and have surpassed their useful life and are eligible to be retired according to FTA standards, all of which are in fixed route service. One additional unit in the paratransit fleet is also eligible to be retired and replaced.

Service Expansion Priorities

Following implementation of the new route network in October 2023, and then increasing the frequency of service on Route 112 (West Lindsey) from 60 minutes to 30 minutes (*priority* 2), City Transit staff continue to review the next priorities recommended by the Go Norman Transit Plan:

- Priority 1: Sunday Service – Proposed Sunday service span and trip frequencies would match current Saturday service levels. Sunday transit service is currently being offered and evaluated as part of the Norman On-Demand microtransit pilot program.
- 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. Staff are re-evaluating the timing of this priority in relation to current ridership, rate of development along the route, and other transit needs.
- Priority 4: Implementation of New Route 113 – This service expansion would add a new route in Southeast Norman operating with a 30-minute frequency. The proposed route, as recommended in the plan, would operate along Classen Blvd, Constitution St, Oak Tree Ave, 12th Ave SE, Cedar Ln and then turnaround near Cedar Ln and Classen Blvd.

Microtransit Pilot Program with Via Transportation – Norman On-Demand

On July 9, 2024, Council approved contract amendments with both Via Transportation and the University of Oklahoma to extend the expanded service through the end of summer 2025. The service entered its second year of operation on August 20, 2024. Funding for fiscal year ending 2026 was approved as a budget amendment with the fiscal year 2026 budget on June 10, 2025. On July 8, 2025 Council approved contract amendments with Via Transportation and the University of Oklahoma to extend the service through June 30, 2026. More details regarding operations 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 Reports for May 2024.

STREETS DIVISION

ASPHALT PROJECTS

- Streets paving crew worked 144th Avenue SE to complete an asphalt repair. The asphalt deep patch required 4.01 tons to complete the repair.
- Streets paving crew worked South Timberline Drive to complete an asphalt repair. The asphalt deep patch required 71.82 tons to complete the repair.
- Streets paving crew worked 91st Street and E. Tecumseh Road to complete an asphalt repair. The asphalt deep patch required 17.53 tons to complete the repair.
- Streets paving crew worked Harriett Road to complete an asphalt repair. The asphalt deep patch required 40.33 tons to complete the repair.
- Streets paving crew worked Oakbrook Drive to complete an asphalt repair. The asphalt deep patch required 16.27 tons to complete the repair.

ROADSIDE OPERATIONS

- Routine pothole patching operations used approximately 3.01 tons of asphalt.
- Rights-of-Way Roadside Mowing crew during June 2025, mowed 428 miles of rural rights-of way and 3,472,625 sq. ft. of urban rights-of-way.

ROBINSON STREET BRIDGE REPAIR

Due to the rain in April and May 2025, the bridge located at Robinson Street between 48th Avenue NW and 60th Avenue NW washed out. This bridge consists of six 48" corrugated metal pipe sections. Following the initial closure of roadway and subsequent inspection of roadway conditions as flooding subsided, staff began ordering materials and scheduling for repairs. Continued rainfall through the beginning of June 2025 delayed crews' ability to complete repairs. As water subsided, staff began replacement of the failed pipe sections. As of July 11, 2025 Robinson Street has been completed and reopened for travel with a gravel surface to allow for fill material to settle under traffic. Final asphalt patch will be completed by the end of July 2025.

ROBINSON STREET BRIDGE REPAIR

Due to the rain in April and May 2025, the bridge located at Rock Creek Road between 48th Avenue NW and 60th Avenue NW washed out. This bridge consists of six 60" corrugated metal pipe sections. Following the initial closure of roadway and subsequent inspection of roadway conditions as flooding subsided, staff began ordering materials and scheduling for repairs. Continued rainfall through the beginning of June 2025 delayed crews' ability to complete repairs. As water subsided, staff began replacement of the failed pipe sections. As of July 3, 2025 Rock Creek Road has been completed and reopened for travel with a gravel surface to allow for fill material to settle under traffic. Final asphalt patch will be completed by the end of July 2025.

STORMWATER DIVISION

Boyd Street Storm Sewer Replacement

On November 8, 2023, the Action Center received an email from a citizen expressing concerns over an area of settlement located on Boyd Street near the South Lahoma Street intersection. On November 13, 2024, Staff mobilized the Stormwater camera truck to investigate the complaint. Upon review of the camera footage, it was found that a section of the existing stormwater line had detached at a joint and fallen approximately 18 inches. This failure led to a loss of backfill material, which caused the roadway above to sink.

On December 19, 2023, City crews completed repairs of the failed line. When the area was excavated, City crews determined that the existing line was 20 inch clay pipe that was installed in 3 foot sections. A final asphalt patch was completed on January 10, 2024. After the repairs were completed, Staff discussed the necessary next steps. City crews remobilized the camera truck to determine the extents of the clay pipe beneath Boyd Street. It was discovered that the 20 inch clay pipe runs from College Avenue to South Pickard Avenue. This project is to reconstruct that section of storm sewer beneath Boyd Street. The project start date was May 19, 2025. During the month of June, the contractor continued installation of the new sanitary sewer line on Boyd Street between Flood Avenue and Pickard Avenue. This project is expected to be completed in October 2025.

During the month of June, the contractor continued installation of the new sanitary sewer line on Boyd Street between Flood Avenue and Pickard Avenue.

WORK ORDER RESPONSE

Stormwater Division received 47 work order requests and closed 43 work orders.

INFRASTRUCTURE MAINTENANCE

The Infrastructure Maintenance Crew

- Placed riprap in washout at Woodcrest Drive.
- Installation of 25 feet of sidewalk, 36 feet of curb and gutter, and the completion of dirt work at 214 S Lahoma Avenue.
- Dye tested pipe locations:
  - 3441 Montilla Court – flushed pipe and found no leaks
  - 2520 Queenston Drive – determined someone bored a utility line through our Stormwater pipe
- Removed drifts blocking bridges at these locations:
  - 72nd Avenue SE
  - 48th Avenue SE South of Lindsey Street.
- Reshaped ditch line to drain away from driveway at 512 Macy Street.
- Added gravel on driveways for contractor on Boyd Street.
- Removed dirt and debris from sidewalk at Robinson Street and Stubbeman Avenue.
- Repaired washout with millings and riprap along guardrail at Lindsey Street and 60th Avenue SE.

CHANNEL MAINTENANCE

The Channel Maintenance Crew

- Removed drifts and debris from the following locations: 414 8th Avenue, 1388 60th Avenue SE, and Renaissance Drive, Anatole Detention Pond and Heisman channels.

- Cleaned flumes at the following locations: 1524 Rowena Lane, 1408 Bonnybrooke Drive, Jona Kay Terrace.
- Removed tree limbs, debris, and vegetation from 415 George L. Cross, 832 Russel Circle, 3140 Walnut Road, and Vicksburg channels.
- Installed safety fence around a sinkhole in the back yard at 2504 Halifax Way.
- Trimmed tree limbs and vegetation along walk bridge at 1800 Yorktown Circle.
- Streets assisted with debris removal at the OU field grate, N of Hwy 9.
- Removed graffiti from headwall along sidewalk at Colonial Estates Park.
- Assisted Streets overlay crew for two days to help remove debris from 156th Avenue SE South of Hwy 9.
- Assisted Streets overlay crew for two days to help pave 144th Avenue NE between Stella Road and East Bethel Road.
- Mowed 1,507,945 square feet of drainage areas.

URBAN STREET SWEEPING/CAMERA VAN OPERATIONS

The Street Sweeping/Camera Crew

- 241 lane miles were swept in June resulting in the removal of approximately 77.81 tons of debris from various curb-lined streets throughout the city.
- The Camera Crew was able to camera 1,375 linear feet of stormwater infrastructure before camera went down for repairs.
- Flushed a clogged pipe at 156th Avenue NE.
- Assisted the Channel Maintenance Crew with maintenance mowing due to backlog from weather related delays.
- Assisted the Channel Maintenance Crew with maintenance mowing due to backlog from weather related delays.

INLET CLEARING OPERATIONS

Stormwater crews checked 258 inlets and cleaned 112 inlets totaling 18.75 tons of debris removed in Wards 2 and 4

STORMWATER OKIE LOCATES

During the month of June, 3,117 Call 811 Okie Spots were received. Of those requests, 149 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 three subgroups: Fuel Report, Maintenance Report, and Productivity Report.

FUEL REPORT

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

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

Price Per Gallon: For Inventory Purchases, each time a purchase is made the invoice information, such as quantity and total price is receipted into 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 2025
DEVELOPMENT COORDINATION, ENGINEERING AND PERMIT REVIEW

Subdivision Development: FYE 2025 Associated Fees

		This Month	Last Month	FY Total
Planning Commission/Dev Comm Review:				
*Norman Rural Cert of Survey...	0			
*Final Plats.....	1			
*Preliminary Plats.....	2			
*Short Form Plat.....	0			
*Center City Form Based Code..	0			
*Concurrent Constr. Request...	0			
City Council Review:				
Certificate of Survey.....	1			
Preliminary Plat.....	0			
Final Plats	1			
Certificate of Plat Correction.....	0			
Encroachment.....	0			
Easements.....	0			
Closure.....	0			
Release of Deferral.....	0			
		$2,575.00		
Development Committee:				
Final Plats.....	1			
Fee-In-Lieu of Detentiou.....	0	$0.00		
Subtotal:		$2,575.00	$1,500.00	$67,239.00
Permits Reviewed/Issued: (includes Offsite Construction fees)				
**Single Family.....	22			
***Commercial.....	17			
Multi-Family.....	3			
Addition/Alteration.....	16			
House Moving.....	1			
Paving Only.....	11			
Storage Building.....	9			
Swimming Pool.....	14			
Storm Shelters.....	22			
Public Improvements.....	2			
Temporary Encroachments.....	3			
Fire Line Pits/Misc.....	13			
Franchise Utilities	13			
Other revenue		$0.00	$0.00	
Flood Plain (@$100.00 each).....	2	$200.00	$200.00	$400.00
Total Permits.....	**148**	$6,183.30	$3,114.90	$62,872.78
Grand Total.....	**148**	$8,758.30	$4,614.90	$114,093.21
****Construction Plan Review Occurrences**		27	44	314
*****Punch Lists Prepared**.....		3	3	26

* 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 2025

DEVELOPMENT COORDINATION, ENGINEERING, AND PERMIT REVIEW

KEN DANNER/TODD McLELLAN/LANDON GUM

	NUMBER OF INSTANCES	PERCENTAGE ACHIEVED
PI #8 PREPARE DEVELOPMENT PUNCH LIST WITHIN 1 DAY OF FINAL INSPECTION	3	100%
PI #10 SINGLE FAMILY BLDG PERMIT REVIEW W/I 3 DAYS	22	100%
PI #11 COMMERCIAL BLDG PERMIT REVIEW W/I 7 DAYS	17	100%
PI #12 CONSTRUCTION PLAN REVIEW W/I 10 DAYS	27	100%
PI #13 FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS	2	100%

EMBARK NORMAN

PERFORMANCE REPORT

City of Norman
Public Works Department

Summary of Services Table: May 2025

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

EMBARK Norman Service Summary	ADP May FY25	FY25 YTD	FY24 YTD		Service Profile	May FY25	May FY24
Fixed Routes (M-F)	1,644	400,451	320,081		Weekdays	22	22
Fixed Routes (Sat)	1,035	39,324	31,559		Saturdays	4	4
PLUS (M-F)	94	22,212	20,492		Gamedays	0	0
-Zone 1*	94	17,639	15,037		Holidays	1	1
-Zone 2**	0	4,573	5,455		Weather	7	6
PLUS (Sat)***	15	862	931		Fiscal YTD Days	281	282
					Cal. YTD Days	128	129

*Requires ¾ mile
**Operates only on Weekdays until 7:00 pm
***Operates only in Zone 1

Strategic Performance Measures

MEASURE	FY 25 YTD	FY 25 Targets	
# of Norman fixed-route passenger trips provided	439,775	400,000	■
# of Norman paratransit trips provided	23,074	23,800	●
% of on-time Norman paratransit pick-ups	94.17%	98.58%	●
# of Norman bus passengers per service hour, cumulative	20.18	21.14	▲
# of Norman bus passengers per day, average	1,569*	800*	●
% of Norman required paratransit pick-ups denied due to capacity	0.77%*	0.00%	●
% of on-time fixed-route arrivals	69.33%	75.00%	▲

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

Norman On-Demand

City of Norman
Public Works Department

Performance Report

Microtransit Pilot Program Performance Report — May 2025

Purpose

This 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 key performance indicator goals were outlined in the request for proposals (RFP) and include average walking distance, maximum walking distance, average rider wait time, maximum rider wait time, and the percentage of ride requests picked up within 20 minutes.

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 provides access to safe and affordable public transportation through technology, particularly during evening hours and on Sundays when other public transit options are limited. Through a collaboration with the University of Oklahoma, the Norman On-Demand Program also operates the University's SafeRide Program, which is designed to provide safe and free late night transportation to OU students. Because this is a pilot program, there may be changes to service area, hours of operations, or other aspects of the service while the City focuses the program to efficiently serve the needs and desires of our community.

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.

**Outside of the OU fall and spring semesters, Thursday-Saturday service ends at 1am*

Key Performance Indicator Measures

Measure	Target	Fiscal Year to Date (7/01/24 – 5/31/25)	May 2025	May 2024	Year Over Year Service
Average Walking Distance	<0.10 miles	0.06 miles	0.07 miles	0.06 miles	-14.29%
Maximum Walking Distance	0.25 miles	0.37 miles	0.37 miles	0.21 miles	+43.24%
Average Rider Wait Time*	<15 min	24.9 min	28.0 min	24.7 min	-11.79%
Maximum Rider Wait Time*	20 min	79.8 min*	47.0 min*	60.6 min*	-22.45%
Percent of Ride Requests Picked Up in 20min	>80%	41.13%**	32.94%**	46.17%**	-28.65%

*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

Ridership	Fiscal Year to Date (7/01/24 – 5/31/25)	May		Year Over Year Service
		2025	2024	
Total Number of Riders	42,103	3,382	2,567	+24.10%
Total # of Completed Trips	27,780	2,289	1,711	+25.25%
# of Completed Trips Requesting WAV	404	60	19	+68.33%
Ridership Per Service Hour (RPSH)	6.1	5.8	5.3	+8.62%

Norman On-Demand completed 3,382 rides in May 2025, which is a 9.18% decrease from the April 2025 total of 3,724. There were a total of 60 completed trips requesting a WAV or wheelchair accessible vehicle in May 2025. 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').

Rider Experience

Rider Experience	Fiscal Year to Date (7/01/24 – 5/31/25)	May		Year Over Year Service
		2025	2024	
Average Ride Duration (in minutes)	11.1 minutes	10.9	10.6	+2.75%
Average Ride Distance (in miles)	3.3 miles	3.3	3.2	+3.03%
Average Ride Rating (5 stars scale)	4.9 stars	4.9	4.9	0% (no change)

Approximately 12.2% of all completed rides during FYE25 received a rating, of which 96.6% were rated five out of five stars. The system includes an automated feed-back 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. Five complaints were reported to Via in the month of May, representing 1.52 complaints per 1000 rides provided. Two complaints were regarding passenger behaviors. Another three complaints were regarding driver behavior (rudeness) and the unsafe condition of drop off location.

Program Engagement and Rider Growth

Since the Norman On-Demand App launched on August 16, 2023, a total of 11,870 individual accounts have been created, which is a 3.29% increase over the April 2025 service to date total of 11,479 and a 54.92% increase over the May 2024 service to date total of 5,351. Of these accounts more than half of them (54.05%) have utilized the service at least once and almost a third (3,749 or 31.58%) 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 (8/16/23 – 5/31/2025)		
App Accounts Created Since Launch	11,870	
OU Accounts (as of 06/02/2025)	2,860	24.09%
Active Accounts*	8,508	71.67%
Rider Accounts**	6,416	54.05%
Repeat Rider Accounts***	5,277	44.45%

**accounts with user engaging w/ ride requests at least once*
***accounts with at least 1 completed ride*
****accounts with at least 2 completed rides*

Accidents and Vehicles

No accidents or incidents were reported in the month of May. Seven of seven vehicles were in active service during the month of April, which meets the target fleet availability.

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2025

STREET DIVISION					
	FYE 2025 June 2025	FYE 2025 June 2025	Year to Date	Year to Date	FYE 2025
PERFORMANCE INDICATORS	**ACTUAL**	**PERCENT**	**ACTUAL**	**PERCENT**	**PROJECTED**
Distribute work order requests to field personnel within one day.	99%	99%	99%	100%	100%
Patch potholes smaller than one cubic foot within 24 hours	100%	100%	100%	100%	95%
(tons of material used)	3.01		381.35		
Overlay/pave 10 miles per year.	1.00	10%	6.80	68%	100%
Replace 2,000 square yards of concrete pavement panels	-	0%	4,580.57	229%	100%
Grade all unpaved alleys two (2) times per year. (approximately 210 blocks)	10.00	2%	32.00	8%	100%
Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year	3,472,625.00	27%	22,931,875.00	181%	100%
Mow 148 miles of Rural Right-of-way three times per year	428.00	96%	2,375.00	535%	100%
Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event	-	0%	-	0%	100%
Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event	-	0%	-	0%	100%
Bridge - Maintain 5 non-deficient bridges in a year	5	180%	9	180%	100%
Bridge - Rehab 7 structurally deficient bridges per year through outside contract	-	0%	-	0%	100%
Bridge - Replace one functionally obsolete bridge per year	-	50%	-	0%	100%
Bond Program - Contract all selected projects for the bond year within the same fiscal year				65%	100%
Capital Program – Complete all selected projects within the same fiscal year			-	40%	100%

STORMWATER DIVISION					
	FYE 2025 JUNE, 2025	FYE 2025 JUNE, 2025	Year to Date	Year to Date	FYE25
PERFORMANCE INDICATORS	**ACTUAL**	**PERCENT**	**ACTUAL**	**PERCENT**	**PROJECTED**
Respond to stormwater complaints and drainage concerns within 24 hours of the time reported.	100%	99%	99%	99%	99%
Mechanically sweep 500 curb miles per month (6,000 Annually)	241	48%	4136	69%	85%
Inspect and clean 100% of the urban drainage inlets three times per year.	258	21%	11549	77%	65%
Mow 2,271,548 square-feet (52 acres) of open drainage ways, six times per year.	1,507,945	133%	8,201,746	60%	70%
Permit all floodplain activities as appropriate.	2	100%	28	100%	95%
Stormwater Inventory and Condition Assessment (4 grids per month)	-	0%	5.25	11%	85%
*Camera map grids identified in FY24 and program transitioning to proactive inspection.					
Stormwater Maintenance Inspections (as needed in linear feet)	1,375	N/A	28,444	N/A	N/A

PUBLIC WORKS
FLEET DIVISION
ACTIVITY REPORT

May 2025

IN GALLONS **FYE 2025** **FUEL REPORT**

	UNLEADED PURCHASED	DIESEL PURCHASED	CNG PURCHASED
Internal pumps	25,524.00	25,159.00	30,120.43
Outside - sublet	1,074.00	848.00	1,687.35
TOTAL	**26,598.00**	**26,007.00**	**31,807.78**

TOTAL Consumption	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMED	PUBLIC CNG CONSUMED
	23,301.70	**24,317.80**	**30,120.43**	**1,687.35**

FYE 2025 TO DATE CONSUMPTION

TOTAL Consumption	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMED	PUBLIC CNG CONSUMED
	261,573.53	**280,177.34**	**396,122.63**	**14,636.05**

INTERNAL PRICE PER GALLON:					EXTERNAL PRICE PER GALLON:				
UNLEADED	High	$2.45	Low	$2.20	UNLEADED	High	$2.41	Low	$2.38
DIESEL	High	$2.30	Low	$2.11	DIESEL	High	$2.38	Low	$2.38
CNG	High	$0.63	Low	$0.17	CNG	High	$2.10	Low	$2.10

CONSUMABLE PARTS PURCHASED	
REPAIR PARTS	$185,104.10
OILS/FLUIDS	$10,871.29
TIRES	$35,692.52
SUBLET REPAIRS	$34,461.20
TOTAL SPENT ALL Parts/Sublet	**$266,129.11**

PUBLIC CNG SALES	
Month Total Public CNG Sales	$3,396
FYE 2025 To Date Public Sales	$28,918
LIFE TO DATE CNG GAS GALLON EQUIVALENT	
Total Sold Gallons Life To Date	1,138,228
Total Gross Sales Life To Date	$1,711,763
Life To Date CNG Gas Gallon Equivalent	
Total Public/City **Through-Put CNG Gallons** @ Station:	3,947,720

Light Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	10	1	4	23
EMERGENCY ROAD CALLS	13	15	7	144
PM SERVICES	65	84	105	894
INCLEMENT WEATHER	0	0	0	1
WORK ORDERS	145	184	179	2,334
SCHEDULED REPAIRS	87	121	126	1,216
NON SCHEDULED REPAIRS	58	47	53	882

Heavy Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	20	7	14	92
EMERGENCY ROAD CALLS	16	14	19	68
PM SERVICES	29	38	51	513
INCLEMENT WEATHER	0	4	2	6
WORK ORDERS	134	158	131	1,834
SCHEDULED REPAIRS	43	49	65	794
NON SCHEDULED REPAIRS	91	84	66	962

Transit Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	0	0	1
EMERGENCY ROAD CALLS	1	3	3	8
PM SERVICES	9	4	8	119
INCLEMENT WEATHER	0	0	0	1
WORK ORDERS	39	43	48	552
SCHEDULED REPAIRS	36	38	46	593
NON SCHEDULED REPAIRS	3	1	2	32

EVT Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	0	0	0
EMERGENCY ROAD CALLS	0	1	1	5
PM SERVICES	3	4	5	102
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	25	34	33	391
SCHEDULED REPAIRS	24	31	27	354
NON SCHEDULED REPAIRS	1	2	6	95

COMBINED SHOPS	CURRENT MONTH	LAST MONTH	TWO MONTHS AGO	YEAR TO DATE
ROAD SERVICE	30	8	18	106
EMERGENCY ROAD CALLS	30	33	30	345
PM SERVICES	106	130	169	1,372
INCLEMENT WEATHER	0	4	2	4
WORK ORDERS	343	419	391	5,250
SCHEDULED REPAIRS	190	239	264	3,107
NON SCHEDULED REPAIRS	153	134	127	2,063

FLEET DIVISION
INVENTORY
May 2025

FUEL

WESTWOOD GOLF	987.8	gallons	UNLEADED	@	2.290	$ 2,262.06
WESTWOOD GOLF	836.9	gallons	DIESEL	@	2.210	$ 1,849.55
NORTH BASE	8,935.5	gallons	UNLEADED	@	2.320	$ 20,730.36
NORTH BASE	6,032.4	gallons	DIESEL	@	2.190	$ 13,211.02
FIRE STATION #5	370.1	gallons	UNLEADED	@	2.410	$ 891.94
FIRE STATION #5	274.4	gallons	DIESEL	@	2.380	$ 653.07
FIRE STATION #6	248.7	gallons	UNLEADED	@	2.400	$ 596.88
FIRE STATION #6	147.1	gallons	DIESEL	@	2.380	$ 350.10
BULK TANKS	1,200.0	gallons	DIESEL	@	2.190	$ 2,628.00

TOTAL	GALLONS:	DOLLAR:
UNLEADED	10,542.1	$ 24,481.24
DIESEL	8,490.8	$ 18,691.74

PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT
MAY FYE 2025

Industry Standard Compliance: Not To Exceed 5%

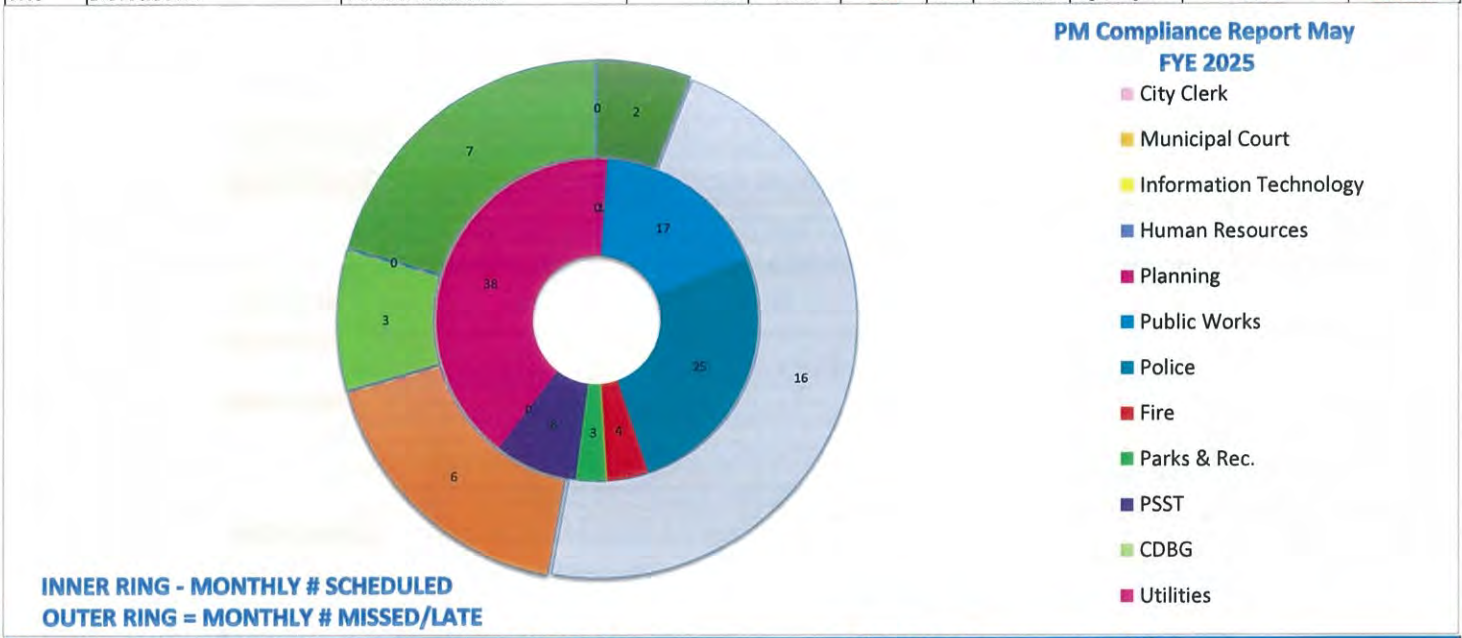
Department/Division	Number of PMs Scheduled	Number of PMs Completed On Time	Number of PMs Completed LATE	Number of PMs Missed	Current % PENDING	YearToDate Non-Compliance Trend
CITY CLERK						
CITY COUNCIL					0%	0%
BUILDING ADMINISTRATION					0%	0%
MUNICIPAL COURT						
MUNICIPAL COURT					0%	0%
INFORMATION TECHNOLOGY						
INFORMATION TECHNOLOGY					0%	0%
HUMAN RESOURCES					0%	0%
HUMAN RESOURCES					0%	0%
					0%	0%
PLANNING						
PLANNING					0%	0%
BUILDING INSPECTIONS					0%	0%
CODE COMPLIANCE	1	1			0%	200%
PUBLIC WORKS						
PW ADMIN					0%	0%
ENGINEERING					0%	0%
STREETS	2	2			0%	100%
STORMWATER	1	1	1	1	100%	400%
TRAFFIC	1	1			0%	200%
STORMWATER QUALITY					0%	0%
FLEET	13	13			0%	0%
TRANSIT					0%	0%
POLICE						
ANIMAL CONTROL	2	2			0%	100%
POLICE ADMINISTRATION		2			0%	0%
POLICE STAFF SERVICES	1		1	1	100%	500%
POLICE CRIMINAL INVESTIGATIONS	1	1	1	1	100%	800%
POLICE PATROL	19	15	7	5	26%	195%
POLICE SPECIAL INVESTIGATIONS	2	2			0%	50%
POLICE EMERGENCY COMMUNICATIONS					0%	0%
FIRE						
FIRE ADMINISTRATION					0%	0%
FIRE TRAINING					0%	0%
FIRE PREVENTION	3		2	2	67%	200%
FIRE SUPPRESSION					0%	0%
FIRE DISASTER PREPAREDNESS	1		1	1	100%	1%
PARKS & RECREATION						
PARK MAINTENANCE	3	1	2	1	33%	167%
PARKS & RECREATION					0%	0%
CUSTODIAL					0%	0%
FACILITY MAINTENANCE					0%	0%
PARKS FORESTRY					0%	0%
PUBLIC SAFETY SALES TAX (PSST)						
PSST POLICE PATROL	7	12			0%	71%
PSST POLICE CRIMINAL INVESTIGATIONS					0%	0%
PSST FIRE SUPPRESION	1	1			0%	0%
PSST SRO					0%	0%
					0%	0%
CDBG						
PLANNING CDBG					0%	0%
UTILITIES WATER						
UTILITIES ADMINISTRATION					0%	0%
WATER TREATMENT PLANT					0%	0%
WATER PLANT					0%	0%
WATER PLANT WELLS					0%	0%
WATER PLANT LAB					0%	0%
LINE MAINTENANCE ADMIN					0%	0%
WATER LINE MAINTENANCE	8	8		1	13%	13%
UTILITIES INSPECTOR					0%	0%
METER SERVICES					0%	0%
UTILITIES WRF						
WRF ADMIN					0%	0%
WRF INDUSTRIAL					0%	0%
WRF BIOSOLIDS					0%	0%
WRF OPERATIONS	1	1			0%	0%
SEWER LINE MAINTENANCE	3	3			0%	0%
UTILITIES SANITATION						
SANITATION ADMINISTRATION					0%	0%
SANITATION RESIDENTIAL	12	7	5	1	8%	50%
SANITATION COMMERCIAL	4	4			0%	0%
SANITATION TRANSFER	4	4		1	25%	50%
SANITATION COMPOST	1	1			0%	400%
SANITATION RECYCLE	3	4			0%	0%
SANITATION YARD WASTE	1	1			0%	0%
					0%	0%
UTILITIES EVIROMENTAL					0%	0%
ENVIROMENTAL & SUSTAINABILITY	1	1			0%	0%
CITYWIDE TOTAL	**96**	**88**	**20**	**15**	**16%**	**29%**

Fleet Management Division
PM Past Due Report

PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT
MAY FYE 2025

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
FIRE										
0016	2019 Ford F150	Fire Prevention	6/1/2025	4/17/2024	-410	Days	4/23/2025	Light Repair	PM-B	4/17/2024
0001	2018 Ford F150	Fire Prevention	91304	95934	4630	Miles	5/20/2025	Light Repair	PM-D	12/23/2024
POLICE										
51127	2013 Ford Interceptor	PD Patrol	120666	122525	1859	Miles	5/14/2025	Light Repair	PM-D	1/10/2025
1131	2021 Ford Interceptor	PD Patrol	61192	61662	470	Miles	5/16/2025	Light Repair	PM-C	6/27/2024
UTILITIES										
291T	2024 Travis Trailer	Sanitation Waste Disposal (transfer)	6/1/2025	4/15/2025	-47	Days	4/17/2025	Heavy Repair	PM-A	11/15/2024
292T	2018 Titan 48-2TWWF	Sanitation Waste Disposal (transfer)	6/1/2025	3/1/2025	-92	Days	4/28/2025	Heavy Repair	PM-A	10/2/2024
328A	2021 Ingersoll Air Compressor	Waterline Maintenance	6/1/2025	5/13/2025	-19	Days	4/28/2025	Heavy Repair	PM-A	5/13/2024
22266	2022 Peterbuilt 520	Sanitation Residential	7368	7201	-167	Hours	5/1/2025	Heavy Repair	PM-C & PM-S	1/22/2025
0061	2014 Ford F150	Waterline Maintenance	74068	74296	228	Miles	5/15/2025	Light Repair	PM-C	4/25/2024



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	1	0	0.0%
Public Works	17	2	11.8%
Police	25	16	64.0%
Fire	4	6	150.0%
Parks & Rec.	3	3	100.0%
PSST	8	0	0.0%
CDBG	0	0	0.0%
Utilities	38	7	18.4%
Citywide Total	**96**	**34**	**35.4%**

PUBLIC WORKS
FLEET DIVISION
Technician Productivity
Report

FYE 2025

May 2025

MECHANIC	DIRECT LABOR HOURS	PRODUCTIVITY GOAL	INDIVIDUAL PRODUCTIVITY *ACTUAL*	*DIFFERENCE*	*TOTAL HOURS*
497	142.11	72%	*79.8%*	*7.8%*	*178.00*
1554	100.33	72%	*56.4%*	*-15.6%*	*178.00*
1676	154.01	72%	*91.7%*	*19.7%*	*168.00*
2098	108.49	72%	*64.6%*	*-7.4%*	*168.00*
2495	137.10	72%	*77.0%*	*5.0%*	*178.00*
2745	120.37	72%	*71.6%*	*-0.4%*	*168.00*
3001	125.74	72%	*74.8%*	*2.8%*	*168.00*
3151	122.31	72%	*72.8%*	*0.8%*	*168.00*
3167	125.35	72%	*74.6%*	*2.6%*	*168.00*
3502	111.42	72%	*66.3%*	*-5.7%*	*168.00*
3572	134.72	72%	*80.2%*	*8.2%*	*168.00*
3968	98.51	72%	*58.6%*	*-13.4%*	*168.00*
4033	131.03	72%	*78.0%*	*6.0%*	*168.00*
4303	140.48	72%	*83.6%*	*11.6%*	*168.00*
4310	92.78	72%	*55.2%*	*-16.8%*	*168.00*
4316	107.82	72%	*64.2%*	*-7.8%*	*168.00*

DIRECT LABOR HOURS	1952.57
TOTAL AVAILABLE HOURS	2718.00
PRODUCTIVITY GOAL	72.0%
ACTUAL PRODUCTIVITY	**71.8%**

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

JUNE 2025	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%	85	85	100%	1307	1307	100%
Provide information requested by citizens within 7 days	95%	85	85	100%	1307	1307	100%
Complete traffic engineering studies within 45 days.	99%	1	1	100%	28	25	89%
Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days.	95%	28	32	114%	376	380	101%
Worker Hours Per Gallon of Paint Installed.	0.80	Gallons	Worker Hours	Percentage	Gallons	Worker Hours	Percentage
		119	104.5	0.88	1504	696	0.46
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	0	11.63	24.88	195	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%	173	173	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
		16	16	100%	174	174	100%
Response to reports of sign damage:	Percentage						
High Priority Stop or Yield Signs within one hour	99%	12	12	100%	189	189	100%
Lower Priority all other signs within one day	90%	42	42	100%	730	730	100%
Street Name Signs within two weeks	90%	51	51	100%	333	333	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
		3040	0	0.00	37609	0	0.00

UTILITIES 13

Monthly Report

June 2025

LINE MAINTENANCE:

Waterline Capital Projects

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

Staff has completed the Crest Court project. Staff has completed the 12th AVE NE project. Staff has completed the Beaumont project. Staff has completed the Page Street project. Crail Project materials have been ordered – project on hold pending lead surveys. Ashton Grove project has been completed. Sutton Place project has been completed. Park Hill lift station pumps have been installed.

Water Line Breaks Total – 6 in June
Water Lines Hit by Contractors – 1

Sewer Line Data

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

Lift Station D Flows:

- Days – 30
- Average daily flow: 1.930 MGD
- Total Monthly flow: 57.900 MG

UTILITIES ENGINEERING:

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. The W/WW Subcommittee approved the overall plan concepts during the final meeting January 28, 2025. Plans were unanimously recommended for approval by the Committee. Planning Committee unanimously recommended the plans for approval on May 8, 2025. Plans will go to Council for approval on June 24, 2025. This will be final report for this item.

Tangentially, staff worked with Garver and RJN to complete the wastewater collection system flow monitoring necessary for proper calibration of the wastewater model being developed and updated by Garver.

WASTEWATER PROJECTS:

Bishop Creek Emergency Sewer Line Repair (WW0212): On May 7, 2025, Utilities Department Line Maintenance staff were advised that an 18-inch sewer aerial crossing over Bishop Creek in the general vicinity of 730 Stinson Street had failed and sewage was discharging into the creek. Due to the risk to the environment, the City Manager authorized emergency repairs to prevent further sewage discharge. Under this emergency declaration, staff first received verbal price quotes to lease bypass pumps and appurtenances for temporarily diverting flow and verbal bids

to mobilize a contractor for an immediate, but temporary, reconnection of the piping. This work was completed at 10:00 p.m. on May 7, 2025, which eliminated the discharge for the short term. It did not, however, restore the structural integrity of the crossing.

Subsequent to completion of this temporary repair, staff mobilized Garver Engineers under their current on-call contract to prepare an expedited design to replace the existing, failed aerial crossing, while Utilities Department Staff prepared Bidding Documents. Drawings and Bidding Documents were completed and issued to potential bidders on May 19, 2025. On May 20, 2025 Bids were opened and the lowest and best bidder was deemed to be Krapff-Reynolds Construction Co. with a bid of $748,550.00. During the last week of May 2025, Contract was executed, Notice to Proceed was Issued, and clearing and procurement activities commenced. On June 10, 2025, City Council ratified the emergency declaration and all resulting actions.

During the month of June, KRCC completed clearing activities, began receiving delivery of pipe and other materials, and commenced installing the temporary crossing they will need to access the east bank of the creek for doghouse manhole and pier installation. In early July, delivery of doghouse manholes and reinforcing steel are scheduled. Installation of doghouse manholes, bypassing of existing sewer flow, and drilling and installation of concrete piers should all commence immediately thereafter followed by installation of pier caps, casing and carrier pipe and restoration. Project is approximately 2 weeks behind schedule due to delay in the delivery of reinforcing steel, but, once steel is delivered and pier installation can commence, KRCC has committed to making up the time with overtime hours and weekend work as needed.

Engineer: Garver LLC (Michael Nguyen)/Norman Utilities Staff (Ken Giannone)

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, 2024, ODEQ issued a letter of "support" for the results of the pilot study. Upon receiving ODEQ's letter and as per their Contract, Garver submitted their draft final report to an "Independent Advisory Panel" consisting of independent industry experts who will review results and recommendations, deliberate among themselves, and, finally, issue recommendations regarding the report and its conclusions. A technical orientation with the panel members, NUA, and Garver convened on August 28, 2024. This was followed by a half-day workshop on December 17, 2024 during which Garver described the finer details of the pilot test, the data obtained, and their conclusions, and ended with an extended question and answer session. On March 4, 2025, NWRI submitted their final report in the form of a technical memorandum. The report generally concurred with Garver's conclusions but included some recommendations for making any future IPR process as robust as practical. Neither Garver nor NUA had any comments on NWRI's final report so this project is now considered complete.

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 convened in August 2024. No additional funding has been authorized for FYE 2025 so project work will not progress to a pilot sized wetland or a wetland design, but some funding in the original grant has not yet been exhausted and compilation of deliverables including a final report and conclusions is still ongoing so the team continues to meet on a semi-regular basis to discuss and coordinate. During the month of June, Norman Utilities Department staff continued to assist with preparation of maps and graphics for final project report.

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. Once these questions were resolved, an additional workshop with Bureau of Reclamation (BOR) and Central Oklahoma Master Conservancy District (COMCD) staff convened on August 15, 2024. Garver addressed all questions raised in this workshop and made a standing offer to BOR and COMCD for them to use the PLOT tool to analyze historical droughts that are part of an unrelated grant project on which they are working. All direct work on this project is complete, and the PLOT tool remains available for NUA use as needed.

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 is 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 approval and procurement processes commenced immediately thereafter.

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 requested a "Technical Correction" from EPA that would allow some or all funding from the grant to be expended on other critical projects at the WRF, and, in September 2024, EPA officially approved the "Technical Correction". This will allow the grant funds to be expended on the WRF Blower Replacement and WRF Laboratory Renovation, and New Maintenance Facility projects (details on both projects are updated elsewhere in this report), while this project will now be funded using a combination of internally-generated funds and the CWSRF loan.

During June 2025, GEA and Crossland completed testing, commissioning and training for Centrifuge No. 1, and the centrifuge is now in service. Due to undercapacity associated the sludge pumps that feed the centrifuges and the conveyor that transports dewatered-biosolids to sludge-hauling trucks, the new centrifuge has not yet been tested to its full projected capacity. Garver has been directed to prepare specifications for both new sludge pumps and a new conveyor that will sufficiently increase system capacity to allow centrifuge to be tested in the maximum ranges of its design capacity. In the interim, the dewatering system with Centrifuge No. 1 in service now has sufficient capacity to keep up with biosolids being produced by the WRF. For this reason, assuming Centrifuge No. 1 continues to run without operational issues through the first week of July 2025, Crossland will be granted permission to commence demoltion of existing Centrifuge No. 2 and proceed with the installation of new Centrifuge No. 2. Centrifuge No. 2 should be operational during August 2025.

Also during the month of July, Garver will complete specifications for larger capacity sludge pumps and conveyor, and, in August, procurement of this equipment should commence. There will likely be a lull in on-site activity after August

while the new equipment is fabricated. Delivery and installation of the new pumps and conveyor is tentatively scheduled for later in fall. Once this equipment is installed, testing of new centrifuges at their higher operating ranges will be completed and, if successful, project will be closed out by December 31, 2025.

Engineer: Garver LLC (Michael "Cole" Niblett)

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

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

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

In March 2022, NUA 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 was made to defer construction of this project for two additional years, until FY 2026.

As noted above in the discussion for WRF Dewatering Centrifuge Replacement (WW0326) project, NUA received an EPA Community Funding Grant in the amount of $5,000,000 for that project. For several reasons, a request for a "Technical Correction" was made to EPA to allow for the grant funds to be instead allocated to this project (and the WRF Blower Replacment project which is discussed elsewhere in this report). This request was approved by EPA in September 2024. During the month of June 2025, Norman Utilities Authority completed a submission of executed standard documents and affidavits that are required by EPA as condition for receiving their grant. Once these documents have been reviewed and approved by EPA staff, funding for the grant will be formally released for Norman Utilities Department use to fund this project.

EPA has additional conditions for their grant that are associated with the bidding and construction of the project. In order to meet these conditions revisions to the bidding documents will be required. As a result, Greely Hansen has requested a Contract Amendment in order to reimburse them for resultant additional costs, and, in June 2025, after extensive negotiations, a tentative agreement was reached. This proposed amendment is currently being reviewed by Norman Utilities staff. Once this Amendment has been finalized and then approved by City Council (tentatively projected for August 2025), Greely Hansen will proceed with final revisions to bidding documents. This should allow project to be bid in the fall of 2025 with construction commencing in early 2026 and project completion in early 2027.

Engineer: TYLin (formerly Greely and Hansen LLC) (John Schmidt)

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 May 2025, current contract price after two amendment/change orders is $5,420,990.50 and 99% of that amount has been completed. All contract work is now complete except for post construction video of all sewers, which is ongoing and nearly complete and eventual punchlist. During the month of July, KRCC is expected to begin submitting post construction video for review, and Norman staff will likely begin compiling a punchlist for the project. Project remains on schedule for final completion by the Contract Completion Date of August 18, 2025.

Engineer: Parkhill (Sara Senyondo)

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 July 2024, the contractor onsite cleaning out another digester will be moving on to removing solids from the storm holding pond at the WRF after the current project, as they were the winning bidder for that project. In June 2024, we were going to solicit a quote for cleaning out Digester #3 after their current project concluded (cleaning out the digester they were originally contracted to clean). This Digester #3 cleanout would have been followed by an internal assessment of the structure's floating roof.

Instead, the WRF has hired staff who are experienced in welding. To save significant costs, we are currently developing a plan to drain the digester over the course of a week. Once the digester is drained, a minimum of two hydrogen sulfide and methane gas detectors (one interior near the proposed welding area and one exterior near the proposed welding area) would be placed as a safety precaution prior to any welding. Once the weld site is deemed safe from hazardous gases, WRF staff would then weld a steel plate on the exterior of the floating roof's crack to seal the roof again. Sealing the roof would allow for it to be repressurized and "float" once again.

This would be considered a temporary solution with an anticipated lifespan through 2028, when it is anticipated that more funds will be available to develop a more permanent solution, such as a roof replacement.

Following CIP discussions in January 2025, Digester #3 has been moved ahead of Digester #1 in digester cleanout projects. Digester #3 will be cleaned out as early as July 2025 for internal structural assessment of the digester and its roof, as well as to prepare the interior portion of the roof for a temporary fix. July 2025 is the beginning of FY 2026, which is when the next digester cleanout is scheduled. The temporary fix will be welding a metal plate over the exterior portion of the crack in the roof. The permanent roof replacement will likely happen in 2028 when more funds are available for the WRF to execute the full replacement for this CIP project. No changes were made in February with regard to executing the repair. Digester #3 will be cleaned out instead of Digester #1 as early as July. It will not happen earlier than July as the next digester cleanout project is budgeted for FY 26.

In April 2025, a scope and fee for the condition assessment of Digester No. 3's roof was received from Garver. The condition assessment includes an internal visual assessment of the digester roof, and will be used to determine the extent of the repair required.

At the start of FY26, WRF staff will begin preparing for the digester cleanout capital project. During this period, Garver's assessment scope will be finalized and they will be prepare for the internal assessment after the digester is cleaned out.

Engineer: Garver – On-Call services

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.

From an email from Parkhill on 12-05-24 the preliminary SMP-18 plans for review are expected before January 1, 2025.

NUA staff had a meeting with the new engineering team assigned to this project at Parkhill on January 30, 2025. From this meeting, plans are expected to be in-hand by mid-February 2025.

Linework plans are expected to be finalized and ready for bid by July 2025..

Engineer: Staff with assistance from Lemke Surveying

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).

The project Kickoff Meeting occurred 7/11/24 at the WRF. Garver to develop a sampling plan based on data received by WRF staff. NUA is also holding meetings with the USGS in August and September to explore additional CEC sampling at no cost to the NUA.

As of the end of November 2024, the sampling plan is in development. Equipment for the biosolids holding bins and plumbing to be acquired in February, after sampling plan review.

In August, NUA staff organized a meeting with USGS Research Hydrologists Michelle Lorah and Jason Masoner, and OU Professor of Civil Engineering and Environmental Sciences Bob Nairn regarding sampling.

As of December 2024, the WRF land application permit and soil testing is being reviewed by Garver to begin finalizing the sampling plan. A review of sampling needs will take place in January 2025.

An onsite meeting with Garver was conducted in January 2025. During this meeting, Garver announced plans to conduct baseline sampling for the liquid and solid treatment trains at the WRF in February 2025. Also occurring in February 2025, NUA staff will begin mixing biosolids and yard clippings to create Class-A compost, specifically for use in the biosolids troughs that will be created and regularly sampled throughout the duration of this project.

Delays in receiving sampling bottles have pushed sampling of the liquid and solid treatment trains to mid April. Materials for the class-A compost sampling troughs are being procured as the compost develops.

Initial sampling of the solid and liquid trains began in late April and is expected to conclude in May. The Class-A compost being developed for this project is near completion and should be fully developed by the end of May, which is also when the equipment for the Class-A compost troughs is expected to arrive on-site.

The initial sampling is expected to conclude in June with sampling of the solids treatment train. Delivery of materials for construction of the pilot beds is also expected in the month of June 2025.

Delivery of materials has started at the WRF, and the expertimental bins are expected to be completed by the end of July. Sampling to begin after the bins have been constructed.

Engineer: Garver (Bryce Callies)

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.

Preconstruction meeting occurred on July 30, 2024 at the WRF. Crossland Construction Contractors produced a schedule of work beginning in late Fall for the install of the Turbo Blowers. Lead times for electrical components for the centrifugal blowers are a driving factor for their installation not beginning until Winter of 2025. Crossland will be onsite at the WRF in August to verify measurements and confirm their construction sequence planning.

As of August 2024, installation of the turbo blowers is expected to begin in late November or early December in 2024.

This project is expected to be funded with EPA funds and a Resolution before the Norman City Council on October 8, 2024 will be presented to convert this project to be fully funded by the EPA (80% EPA, 20% City fund match required).

On October 14, 2024 Crossland Heavy repaired the leak in the blower main line, which was a base bid item. This was originally expected to be done in November, and this expedient repair has put them ahead of schedule. Crossland is currently working on removal and replacement of the first turbo blower, which may be completed in November instead of December.

As of the end of November 2024, the first turbo blower has been placed on its concrete pedestal and delays in electrical equipment has prevented finalization of the installation of the blower. Even with this delay, the project is still expected to be on schedule, with both turbo blowers installed by the end of February 2025.

As of December 2024, the project has experienced no further delays and the first turbo blower is still on pace to have its installation completed by the end of February 2025.

As of January 2025, the complete installation of the first turbo blower and WRF staff blower training is expected to occur in mid to late February 2025.

As of March 2025, installation of Turbo Blower No. 5 is nearly complete. Turbo Blowers No. 5 and 6 will be tied into the WRF's Supervisory Control and Data Acquisition System (SCADA) in April 2025, and will be followed by testing, training, and then release.

As of April 2025, the network tie-in of Turbo Blowers No. 5 and 6 require an additional site visit from Atlas Copco to complete the work. Once this work is performed, Garver will then perform a site visit to connect Turbo Blowers No. 5 and 6 to the WRF's SCADA system.

Atlas Copco performed their final site visit in May, and Garver is expected to complete the SCADA Integration in June 2025. Final commissioning of the turbo blowers is expected to be done following this integration.

The centrifugal blowers are expected to be delivered in late July or early August. In the meantime, Crossland Heavy and Atlas Copco are working on adjusting the automated controls for the turbo blowers to fit WRF staff needs.

Engineer: Garver (Michael Nguyen)

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.

As of July 18, all field work has been completed and iTrackers collected. Project report anticipated in late August or early September.

As of August 2024, deliverables are expected in early September with a follow-up deliverables presentation by Duke's soon after in September.

Deliverables presentation occurred on September 24, 2024. Deliverables presentation included SLRAT, manhole inspection, and iTracker results. City Staff to review deliverables and identify future actions for identified problem areas in October 2024.

During the Southwest American Water Works Association Conference, Peter met with Brian Conroy from Duke's in regard to inadequate data produced from several iTrackers in the project period. A follow-up meeting will be held in November to discuss what Duke's will do to resolve the gap in data.

Following discussion with Duke's staff, NUA produced a spreadsheet detailing the data issues with specific iTracker units. A follow-up meeting will be held with Duke's to determine how this issue may be compensated.

In a discussion regarding the meeting needs, a discrepancy between the Duke's iTracker flow out of the Ashton Grove Basin and NUA flow monitoring devices very near to the Ashton Grove Basin was discussed. The NUA flow values are to be given to Duke's for their evaluation and included in a January 2025 meeting.

Following the January 2025 meeting, Duke's reviewed the provided flow data and requested a February follow-up meeting so they can provide more details on the data provided and the study's performance. The goal of a more detailed data analysis is to identify specific areas in Ashton Grove for smoke testing to detect infiltration and inflow issues. In the second meeting with Duke's they identified two keys areas that are candidates for smoke testing.

Smoke testing areas to be evaluated and scheduled in July 2025.

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.

Bishop Creek Interceptor Project (WW0174): Project will replace or parallel approximately 20,600 feet of existing sewer interceptors in the in the Bishop Creek wastewater basin to accommodate the full build-out wastewater flows. The project area generally lies between Highway 9 and Constitution and between Jenkins and Classen Boulevard. Staff has placed this project on hold as they work through new Comp Plan.

WATER PROJECTS:

Robinson Water Line: 24th Ave NE to 12th Ave NE – Jacobs Engineering was selected as the consultant for the 30-inch water line project from 24thAve NE to 12thAve NE. The contract was approved by NUA on November 26, 2019, and project kickoff meeting was held January 14th, 2020. On May 6, 2020, a preliminary plan review meeting convened with

NUA and Jacobs staff in attendance, and updated preliminary plans were approved in August 2020. In February 2021, 65% plans and specifications were submitted, and, after review by NUA and additional investigations by Jacobs, the 65% plans were approved in late 2021 with a revised alignment that included 900 LF of pipeline being installed in the southernmost traffic lane of E. Robinson Avenue.

During April 2022, the decision was made to defer construction on this project until at least Fiscal Year 2023/24. From that point, it was agreed that Jacobs could schedule final design work and easement acquisition at a pace intended to synchronize completion of final design, receipt of permit, and purchase of all easements with this revised construction schedule. However, Jacobs encountered issues with their chosen alignment, largely associated with a previously-unidentified and currently-unused OG&E easement along Robinson Avenue in front of large, adjacent properties owned by the United States Department of Veterans Affairs and J.D. McCarty. OG&E has now given formal authorization for Norman Utilities to encroach on their easement as needed for this project so preparation of final plans and easement acquisitions can now proceed.

Due to the critical nature of the project and the delayed progress in finalizing design for bid, meetings convened between NUA and Jacobs on January 6 and February 20, 2025. In these meetings, Jacobs and NUA committed to close coordination and working together toward the goal of completing final design as well as obtaining easements and permits in order to advertise the project in Summer of 2025. During April 2025, engineering and line maintenance staff reviewed current design documents, walked the alignment, and convened a review meeting on April 18, 2025. The major recommendation arising from this review was to move as much of the alignment as practical and acceptable into Robinson Avenue. As a result, a meeting convened with Norman Utilities Engineering, Utilities Line Maintenance and Public Works staff on June 26, 2025, and Public Works staff approved moving alignment into Robinson. Immediately following the meeting, Norman Utilities Department's final comments on drawings (which included a new alignment largely in Robinson) were forwarded to Jacobs. During the month of July, a meeting should convene with Jacobs to review comments and new alignment and discuss a request for a contract amendment that Jacobs has indicated is forthcoming. Once any possible amendment is resolved, final design followed by bidding should proceed relatively quickly since, among other things, easement requirements will be greatly reduced and potentially eliminated.

Schedule will be revised after meeting with Jacobs, but tentatively, project should be ready for bid and award during the fall of 2025. Construction would then commence around the first of the year 2026 and be complete by the end of of 2026.

Engineer: Jacobs Engineering (Arun Srinivasan)

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 24th 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.

As of July 2024, the alignment survey is to be scheduled in September, with 30% plan development to follow the survey.

The alignment survey was completed in September 2024, and the 30% plans are currently in development. The survey yielded no unexpected findings.

In October 2024, Peter was informed that the Plummer engineers on the project, Alan Swartz and Tayler Kent, were leaving Plummer. A follow-up meeting was held to discuss the status of the project, and Robert Weinert, the engineer replacing Alan Swartz as the lead was introduced. Robert is a seasoned engineer and has worked on large projects for NUA in the past (Robinson Phase I and II WL Replacement).

A technical memorandum is expected in late November, with the 30% plans pushed back to early December.

The technical memorandum was received in December with 35% plans, and is being reviewed by NUA staff.

As of January 2025, the 35% plans are still under review. Utilities staff met with Public Works in February 2025 to ensure there are no future conflicts with projects Public Works has planned in the same area.

NUA staff to meet with Plummer in early April to review Plummer's response to NUA's comments on 30% plans. Following this meeting, Plummer will begin working on 60% plan set.

As of April 2025, Plummer continues to work on the 60% plans.

In late May 2025, Utilities staff received the final Technical Memorandum from Plummer. 60% plans are expected in June or July 2025.

Plummer provided an update at the end of January to let City Staff know that the 65% and the subsequent 95% plans will be completed by July or early August.

Engineer: Plummer *(Robert Weinert)*

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 late April 2024. Follow-up with Parkihill on May 7, 2024 has design phase expected completion on May 17.

Plans were received on Monday October 7, 2024 and are currently under review by Norman Utilities Staff.

Staff has completed review of plans and bid documents are being prepared while Parkhill addresses NUA comments on the design.

From a 12-5-24 update email, NUA expects to receive the completed plans by January 1, 2025.

The Parkhill engineer on this project has moved to a different company and a meeting with the new project manager at Parkhill will take place in January 2025. As the initial plans were already received by NUA and returned to Parkhill with NUA comments to address, the final plans are expected to come in January or February 2025. NUA staff will meet with the new project manager in January to determine how close Parkhill is to tendering final plans.

During the meeting with the new Parkhill team assigned to this project, Parkhill determined the final plans will be ready by mid-February. Bid specifications are being prepared and bidding is slated to be advertised in March.

Bids were received and opened on May 1, 2025. The lowest bid received was from Southwest Water Works, LLC in the amount of $1,585,350. The contract is expected to be awarded at the City Council regular meeting on June 10.

Kickoff meeting has occurred and work is expected to begin in late August or September.

Engineer: Parkhill (Sean Price)

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 was held in June. Radio network is installed and meters are communicating and reading on the system. Integration work for software is ongoing. Meter upgrades are approximately 40 percent complete and approximately 17,500 meters have been upgraded to-date. Importing reads into production for billing will be slowly implemented in June with numerous checks for accuracy to ensure that customers are getting correctly billed and the systems are working as intended.

Consultant: E Source (Alyssa Pourciau)

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 was reduced to approximately 4,500 services. The final inventory was submitted to the DEQ on October 16, 2024. Service line verification was completed for Norman schools and is currently ongoing for locations recommended by Voda.AI.

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 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 Cowan Group Engineering, LLC in the amount of $93,800 on June 22, 2021. A kick-off meeting was held on February 15, 2022 after 60% streetscape plans were completed. Additional items were added to the project so an amendment will be brought to City Council for approval. This project will be completed in combination with the Public Works project to reduce overall restoration costs and impacts to the public. Project was bid but was over budget for the roadway portion of the work. Staff will work to amend the contract with the Engineer to bid the water line portion separately.

Engineer: Cowan Group Engineering, LLC (Jeff Cowan)

Jenkins Avenue Waterline Replacement (WA0353): This project will replace approximately 2,500 feet of existing 6-inch waterline with new 12-inch waterline in concert with the planned widening of Jenkins Avenue through the City of Norman Public Works Department. This project will also design a 1,000-foot extension of the Segment D transmission line recommended by the 2003 water mater plan. In addition, this project will install a non-potable reuse line from Imhoff Road to Constitution Street. Freese and Nichols, Inc. is currently under contract with Public Works to design the widening on Jenkins Avenue and also the intersection improvements at Jenkins Avenue/Constitution Street/Imhoff Street, so staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this waterline project in order to ensure a cohesive design for both street improvements and the new water lines in this area. The contract with Freese and Nichols was approved by council on April 27, 2021 in the amount of $95,740. Staff had a project kick-off meeting with engineers on May 27, 2021. Public Works will be combining the waterline work into the ODOT streetscape project. This will save money in restoration costs and allow for a shorter construction period for the entire project. ODOT has bid the project and awarded contract. The Pre-Work meeting was held on February 12, 2025. Work began in March though the water line portion is expected to start in May.

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. Staff have been working with the consultant to provide data and working through data cleanup. Initial results were provided in November. Staff reviewed the information in December

and had modifications/corrections. Updated information provided and staff have reviewed the information. The projec will be continued for the next 4 years with the information used as an input to identify future projects.

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. Contractor has completed the installation of all the lines within the Southlake development. Remaining items of work will be cleanup as weather conditions permit. The final change order for the project will be taken to Council on the second docket in July 2025 for project closeout.

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 ($NHCL_2$) 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. An additional sum of $49,286 was added to the contract for work needed to improve the design following public comments. The Planning Committee approved the revised platting/zoning for the location. Staff are reviewing the 90% submittal and staff is working on revisions to proposed Amendment 2 of the engineering contract.

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

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.

SANITATION CAPITAL PROJECTS:

Compost Facility Scale House (SA0019):

This project will modify the existing City compost facility layout located at Bratcher Minor Road, west of Jenkins, to facilitate a more efficient operation for the public and facility, install scales used for weighing large loads of compost, and construction of a modular building with potable water and sanitary sewer for staff in charge of coordinating with customers. This building will also replace the prefabricated building purchased in 2003 that has become severely deteriorated and inadequate. Based on the project scope, staff appointed TriCore Group, LLC as the engineer responsible for design and bidding services. City Council approved the contract with TriCore Group in the amount of $30,500 on May 11, 2021. Staff met with Engineers on March 4, 2022 to discuss preliminary plans. It was determined that a permanent building be built, rather than a prefabricated building, to better accommodate operations. In order to do this, Engineers had to subcontract an architect for the design of the building. An amendment to the contract for architectural services was approved by Council on April 12, 2022, which increased the cost of engineering services to $39,000. The engineer requested an increase of $4,000 to the contract in order to pay for redesign of the architectural plans. Staff is working on revisions to the contract to approve a final contract amount of $43,000. Staff received final plans and specifications from the engineers on September 6, 2022 and are reviewing before starting the bid process. Planning reviewed the current set of plans and sent their comments on June 23, 2023. These were forwarded to the Engineer for incorporation to the final plan set. A quote for access control and cameras (Convergint) and low voltage (TransTel) was obtained by IT 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. As of the first week in March 2024, City of Norman comments on the plans and specifications are currently being addressed by TriCore prior to entering the bidding phase of this project.

A discussion with Tricore took place on October 2, 2024 and they requested for Norman Utilities Staff to begin compiling bid documents. Bid documents are expected to be completed in November with the bidding process

beginning in December. This project doesn't have the same priority as projects with federal or state funding window constraints such as the WRF Aeration Blowers and Biosolids CEC project, or projects that will have a greater impact on Norman residents such as the Danfield WL Replacement and SMP-18, which have all required significant input from the NUA in the period originally designated for producing the bid documents in October.

This project is expected to go out for bid in January or early February 2025. A request was made for Tricore to tender plans to Development Services for review while the bidding documents are finalized and the bidding process begins.

The project went out for bid in January and bid opening will be on March 20, 2025. As of March 2025, received bids are being evaluated before proceeding.

Following the evaluation of bids, Contract and Bonds have been sent to the lowest bidder WL McNatt & Company in the amount of $1,787,506. This exceeds the budget for this project, and a change order has been negotiated and sent to WL McNatt & Co., reducing the scope of work on this project to bring costs into alignment with budgetary constraints. The contract and change order for this project is expected to be awarded and approved in the last City Council regular meeting in May.

Contract was awarded at the May 27, 2025 City Council Regular Meeting and contract documents signed by CoN personnel were received on June 4, 2025. A preconstruction meeting will be held in June 2025 where a construction schedule will be set.

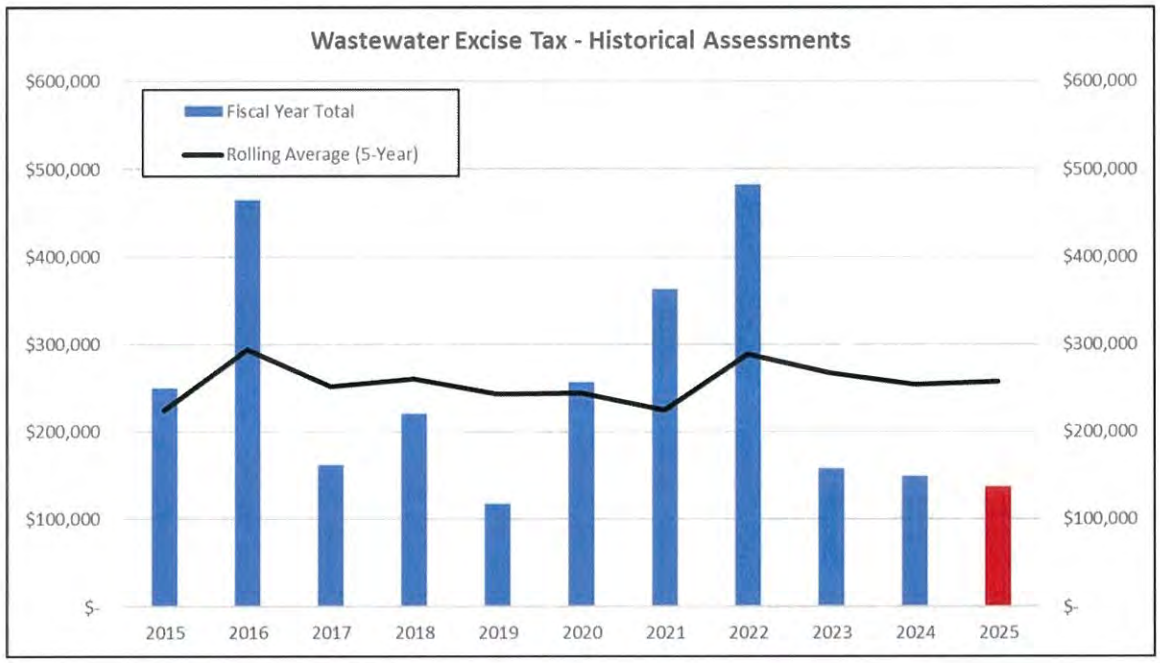
Mobilization and project construction to begin on Monday, July 28th, 2025.

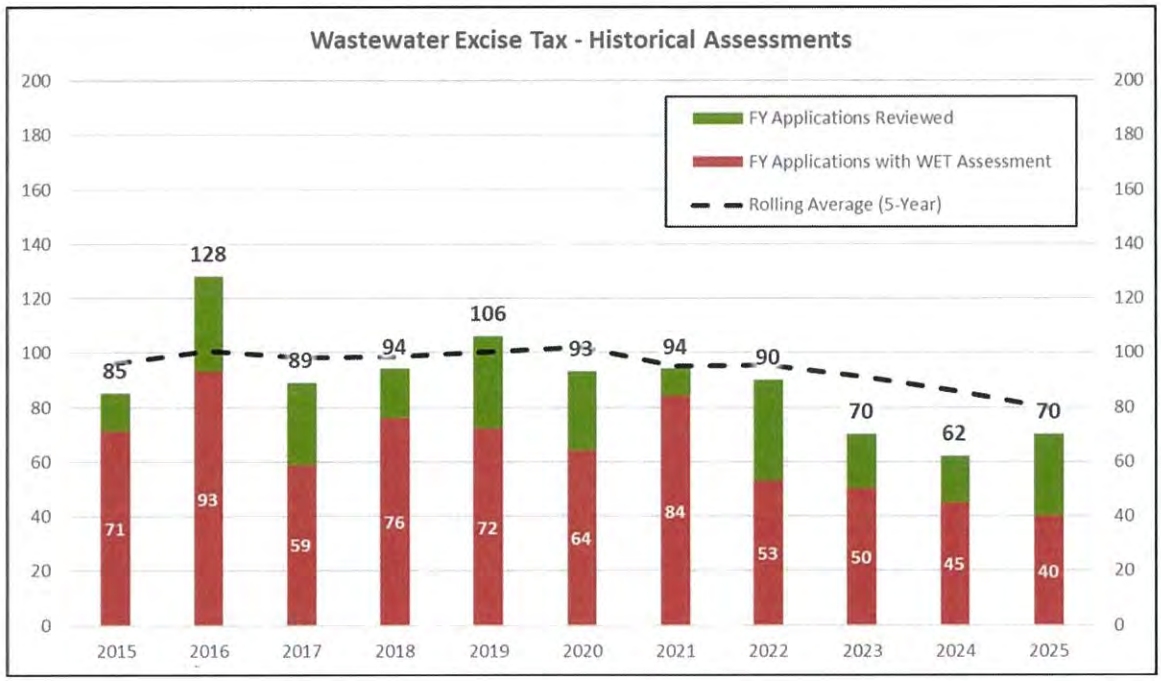
Engineer: TriCore Group, LLC (Greg Vance)

Sanitation Cost-of-Service Study (SA0025): 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. Raftelis is currently working through the data to ensure that the billing and revenue models are correctly configured.

Wastewater Excise Tax – Non-Residential:

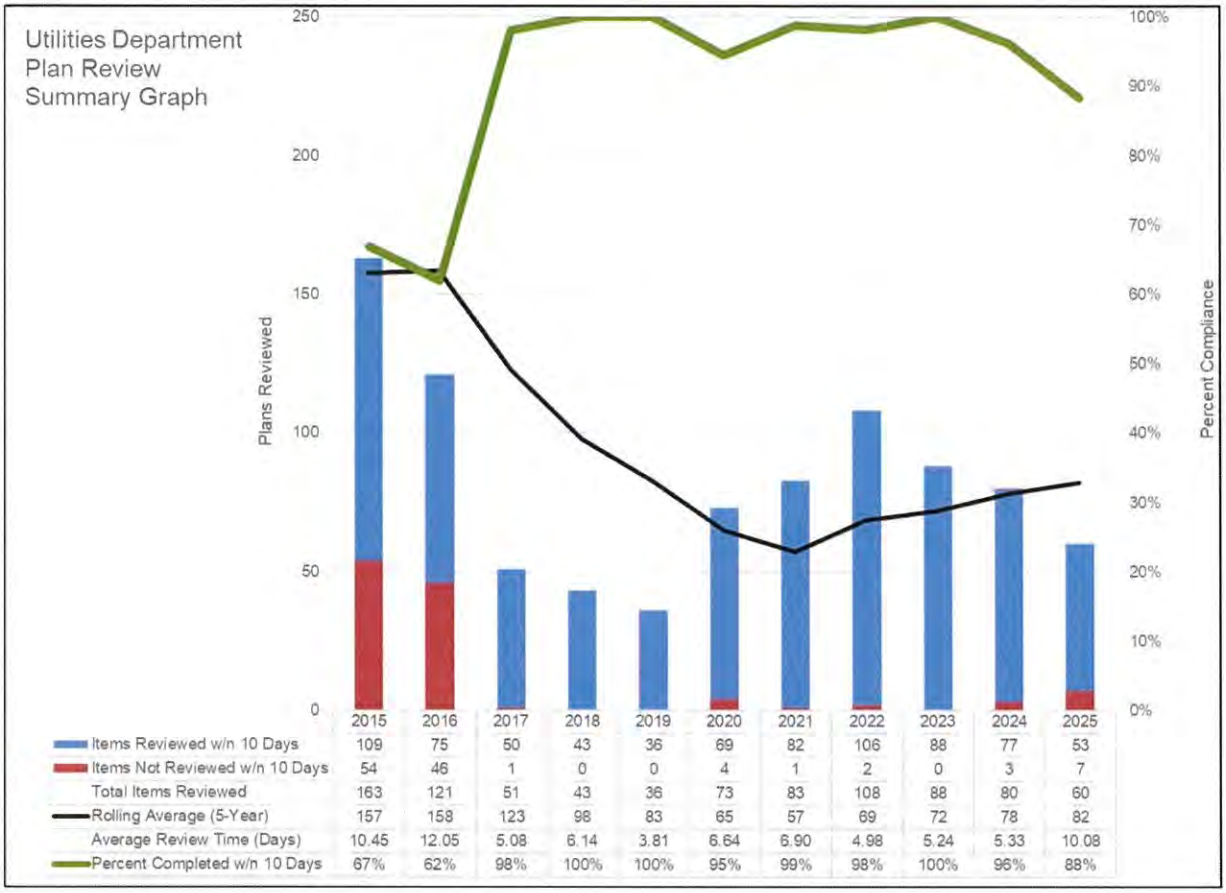
WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on four commercial entities last month. Five applications were determined to increase wastewater flows over the previous use of the site. For the fiscal year, 70 commercial properties have been reviewed and a total of $136,743.54 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.





PLAN REVIEW:

No plan sets were reviewed this past month. Staff has reviewed 60 plans for the current fiscal year with an average review time of 10.08 days and with 88 percent of plans reviewed within 10 days.



	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Items Reviewed w/n 10 Days	109	75	50	43	36	69	82	106	88	77	53
Items Not Reviewed w/n 10 Days	54	46	1	0	0	4	1	2	0	3	7
Total Items Reviewed	163	121	51	43	36	73	83	108	88	80	60
Rolling Average (5-Year)	157	158	123	98	83	65	57	69	72	78	82
Average Review Time (Days)	10.45	12.05	5.08	6.14	3.81	6.64	6.90	4.98	5.24	5.33	10.08
Percent Completed w/n 10 Days	67%	62%	98%	100%	100%	95%	99%	98%	100%	96%	88%

RECOUPMENT PROJECTS:

1. NW Sewer Study: 36th Interceptor & Force Main Payback projects established in 1998/1999: Because of abandonment of Carrington LS, two resolutions reducing number of parcels requiring payback approved 01/10/12. Releases for many properties now served by North interceptor system projects were filed of record in 2012. NUA approved appropriation of payback funds on 12/05/17. Collected payback fees of $697 for Jolley Addition on 03/23/18. NUA approved appropriation of payback funds 12/10/19 allowing staff to issue payback checks to developers in late December 2019.
2. Sewer Service Area 5 Payback: Payback project established by R-0304-13 for NUA share of sewer improvements along Highway 9 from the Summit Valley Lift Station to the USPS.
3. North Porter Waterline Payback: Payback project established 04/12/05 for 12-inch waterline constructed by Calvary Free Will Baptist Church along Porter Avenue from Tecumseh Road north. Total payback to date is $0.00 of potential $61,177.
4. 36th Avenue NW Waterline Payback: Payback project established 08/24/99 for 24-inch waterline along 36th Avenue NW from Tecumseh Road to SE 34th in Moore. Total payback to date is $65,123.
5. 24th Avenue NW Waterline Payback: Payback project established 04/22/08 for 24-inch waterline along 24th Avenue NW from convention center to Tecumseh Road. Medcore billed $27,212 on 04/15/20; total payback to date is $87,074 of original project cost of $346,134.
6. Post Oak Lift Station Payback: Payback project approved 04/14/09 for sewer and lift station improvements to serve the Links development and other properties in SE Norman. Construction complete and final payback costs approved 01/25/11. Parcel 5 payback of $15,717.09 paid 12/15/15; total of $15,717.09 paid to date and will be returned to Links

at end of fiscal year. Payback funds returned to Links in January 2018. Links check reissued in July 2019 as previous check was never cashed.

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

Private Water Well Permits Issued

0 water well permits were issued for the month of June.

DIVISION OF ENVIRONMENTAL RESILIENCE AND SUSTAINABILITY June 2025 SUMMARY		
	MONTHLY	YEAR-TO-DATE
STORMWATER CONSTRUCTION SW		
INSPECTIONS	90	942
ACTIVE SITES	84	892
CITATIONS	0	0
NOVS	2	2
CDOS	0	0
SWOS	0	0
ECPS	3	26

STORMWATER MS4 OPERATIONS		
ACTION CENTER	3	22
PWSTORMWATER	0	8
CALLS	4	60
OTHER	14	83
TOTAL INQUIRIES	21	159
OUTFALL INSPECTIONS	12	68
MCM 5 INSPECTIONS	1	126
MCM 6/P2 INSPECTIONS	11	24

PRETREATMENT/FATS, OILS, AND GREASE (FOG) PROGRAM		
FOG INSPECTIONS	18	212
FOOD LICENSE APPROVAL	3	32
SIU INSPECTIONS	3	18
SIU SITES SAMPLED	0	26
TABLE II MONITORING (%)	0%	100%
TABLE III MONITORING (%)	25%	75%

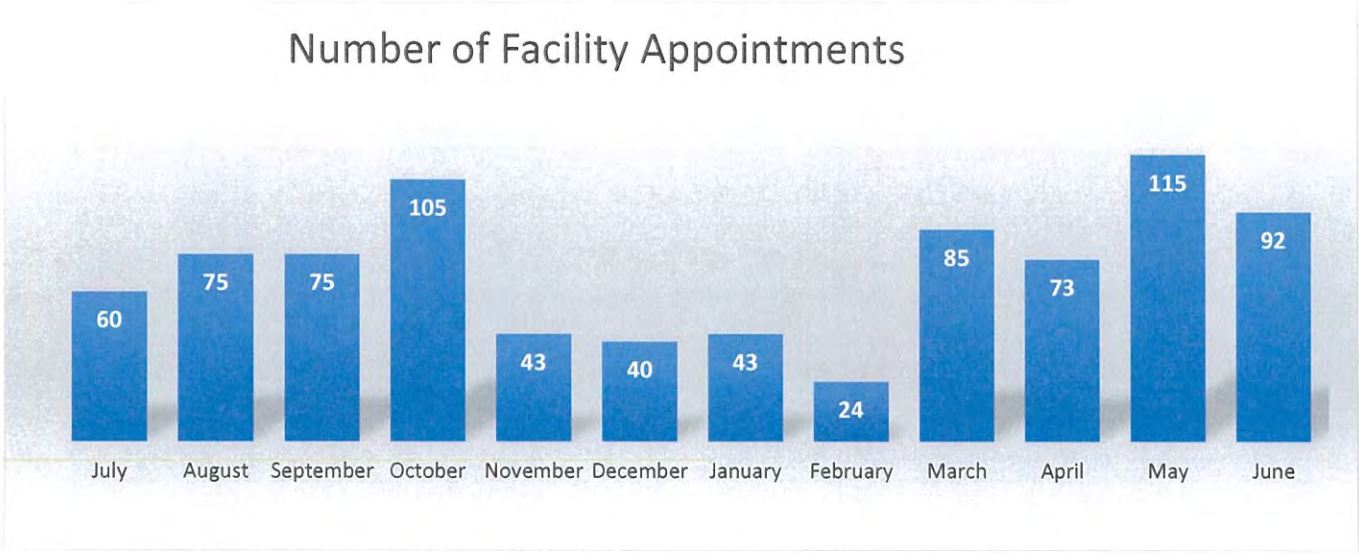
HOUSEHOLD HAZARDOUS WASTE		
HHWF: CARS SERVED	92	744
SWAP SHOP VISITS	5	58
OIL DISPOSED	1512	42994
ANTIFREEZE DISPOSED	0	5895
TIRES DISPOSED	14355	125685
HHW MATERIAL COLLECTED	5719	44044
E-WASTE: CARS SERVED	0	1082
E-WASTE COLLECTED	0	68979
TOTAL CARS SERVED	92	1850
TOTAL MATERIAL COLLECTED	5719	113607

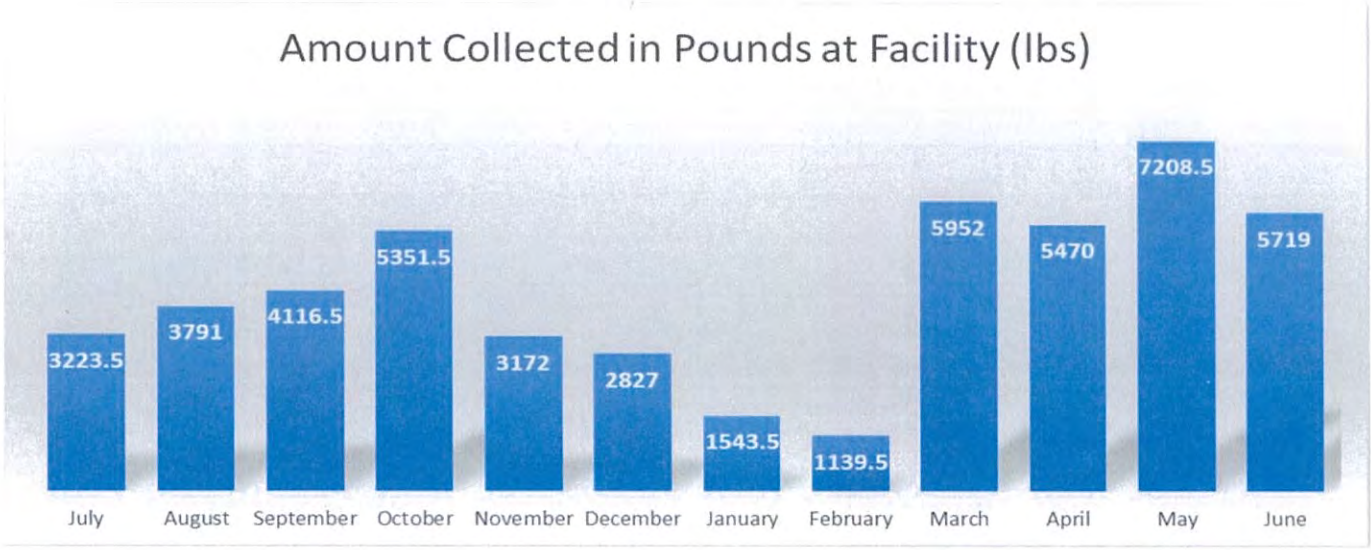
REVENUE		
FOG PROGRAM	$ 1,146.00	$ 32,928.00
SURCHARGE	$ 7,917.48	$ 120,917.50
LAB ANALYSIS RECOVERY	$ -	$ -
IND. Dischg. Permit fee	$ -	$ 36,554.52
TOTAL	$ 9,063.48	$ 190,400.02

ACTIVITIES
ECAB
Provided staff liaison support including attending meetings, preparation of minutes, speaker scheduling and issue research.
Meeting June 18th.
Urban forestry discussion.
Educational hand outs and participation in Monarchs festival.
DoERS
On June 7, Loudenback, Chao, Boteler and Gates facilitated a Girl Scouts of America clean-up at Sutton Wilderness Park.
On June 9, the Bishop Creek Watershed Based Plan meeting was held.
On June 9, Loudenback participated in the DEQ WQS Bacterial Workgroup meeting.
On June 9, Loudenback and Chao participated in the LTWA Board Meeting
On June 11, Loudenback presented to the YMCA Senior Luncheon on sustainability.
On June 12, Loudenback and Chao coordinated with PW staff to help with CRS preparation.
On June 16, Loudenback met with representatives of SolSmart to work on Norman credentialling.
On June 17, Loudenback, Chao and Boteler participated in the OKC SW webinar training event.
On June 18, the first meeting for Monarchs in the Park 2025 was held.
On June 24, Loudenback met with Cathy Bowden to discuss the foam recycling program at ULCSC
On June 26, Chao and Loudenback led a bee hotel making workshop with Red Earth Sierra Club.
On June 27 and 28, Loudenback, Boteler, Chao, and Epperson attended the Sustainable Landscape Conference in OKC.
On June 29, Chao participated in the OCASA Board and Retreat meeting.

Upcoming Events:

July		Lakes Appreciation and Water's Worth It Month
	7/12/2025	Love Your Lake Week
	7/23/2025	State Pretreatment Coordinators meeting Owasso
	7/22-24/2025	OFMA SWTC
	10/5/2025	Monarchs in the Park
	8/5-8/2025	EPA Region VI Conf. Denton,TX.





CITY OF NORMAN
DEPARTMENT OF UTILITIES
LINE MAINTENANCE DIVISION

MONTHLY PROGRESS REPORT
WATER MAINTENANCE

	FYE 2025		FYE 2024	
June 2025	MONTH	YTD	MONTH	YTD
New Meter Sets:	**33**	**389**	**39**	**387**
Number Short Sets	31	369	38	376
Number Long Sets	2	20	1	11
Average Meter Set Time	5.91	6.29	4.64	6.03
Number of Work Orders:				
Service Calls	629	6,416	614	5,901
Meter Resets	1	6	0	4
Meter Removals	7	39	2	42
Meter Changes	15	529	41	690
Locates Completed	722	6,923	677	5,253
Number of Water Main Breaks	6	164	5	143
Average Time Water Off	3.54	1.56	4.80	1.64
Number of Water Leaks	65	603	39	556
Fire Hydrants:				
New	0	1	0	0
Replaced	0	9	0	5
Maintained	65	536	37	578
Number of Valves Exercised	87	1,290	117	1,029
Feet of Main Construction	0	0	0	500
Hours of Main Construction	0	0	0	1,631
Meter Changeovers	0	0	0	5
OJI's	0	0	0	1
Hours Flushing/Testing New Mains	16.52	144	12	158
Hours Worked Outside of Division	0.00	0.00	0	0

CITY OF NORMAN
DEPARTMENT OF UTILITIES
LINE MAINTENANCE DIVISION

MONTHLY PROGRESS REPORT
SEWER MAINTENANCE

	FYE 2025		FYE 2024	
June 2025	MONTH	YTD	MONTH	YTD
Obstructions:				
City Responsibility	0	25	1	20
Property Owner Responsibility	17	239	17	235
TOTAL	17	264	18	255
Number of Feet of Sewer Cleaned:				
Cleaned	94,777	1,220,522	69,684	993,682
Rodded	2,835	47,477	7,539	45,084
Foamed	0	100,216	0	101,572
SL-RAT	0	26,696	11,802	44,678
TOTAL	**97,612**	**1,394,911**	**89,025**	**1,185,016**
Sewer Overflows:				
Rainwater	0	2	0	0
Grease/Paper/Roots	0	4	0	1
Obstruction	0	1	0	1
Private	0	4	0	11
Other (Lift Station, Line Break, etc.)	0	1	0	0
Total Overflows	**0**	**12**	**0**	**13**
Feet of Sewer Lines Televised	42,632	451,341	35,493	326,463
Locates Completed	272	3,169	258	3,617
Manholes:				
Inspected	1,181	14,275	1,193	13,955
New	0	0	0	0
Raised	0	29	0	19
Repaired	0	23	0	22
Feet of Sewer Lines Replaced/Repaired	4.00	51.50	0	106
Hours Worked at Lift Station	38.46	643.47	45	500
Hours Worked for Other Departments	96.89	176.92	5.70	49.08
OJI's	0	2	0	0
Square Feet of Concrete	0	0	0	0
Average Response Time (Minutes)	28.00	22.72	21.00	26.25
Number of Claims	0.00	0.00	0.00	5.00

City of Norman, Oklahoma
Department of Utilities

Monthly Progress Report
Water Reclamation Facility
June 1-31, 2025

Flow Statistics

	FYE 2025		FYE 2024	
	This Month	YTD	This Month	YTD
Total Influent Flow (M.G.)	493.9	4444.3	345.9	4179.8
Total Effluent Flow (M.G.)	432.6	4310.6	336.0	3966.5
Influent Peak Flow (MGD)	25.3	40.5	17.8	28.3
Effluent Peak Flow (MGD)	22.8	42.3	14.4	27.7
Daily Avg. Influent Flow (MGD)	16.5	12.8	11.5	11.4
Daily Avg. Effluent Flow (MGD)	14.4	12.2	11.2	10.8
Precipitation (inches)	10.6	90.0	4.0	43.5

Discharge Monitoring Report Stats EPA minimum percentage removal 85%

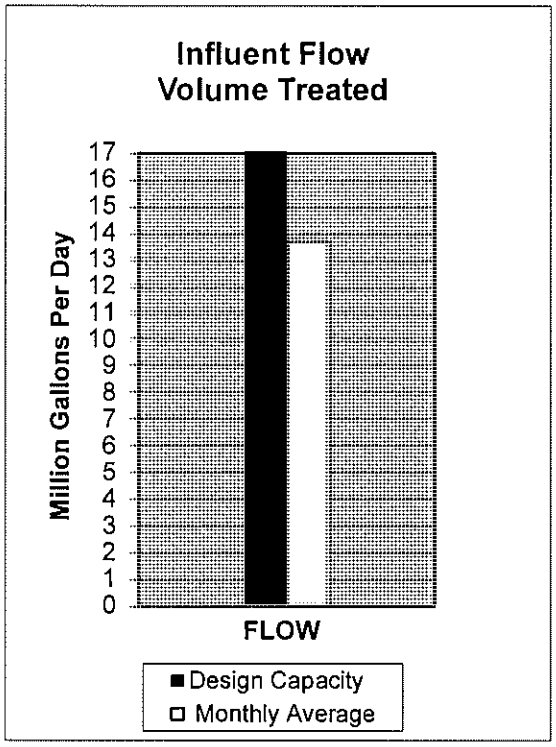
	Avg.	Avg.
5 day BOD:		
Influent Total (mg/l)	94	100
Effluent Carbonaceous Total	2.2	2
Percent Removal	97.7	98.0
Total Suspended Solids:		
Influent (mg/L)	148	204
Effluent (mg/L)	20.6	16.8
Percent Removal	86	91.8
Dissolved Oxygen:		
Influent (min)	1.4	1.3
Effluent (min)	8.3	8.6
pH		
Influent (Low)	6.9	6.5
(High)	7.3	7.1
Effluent (Low)	7.0	6.9
(High)	7.5	7.2
Ammonia Nitrogen		
Influent (mg/L)	14.1	28.8
Effluent (mg/L)	2.7	0.9
Percent Removal	81.0	96.9

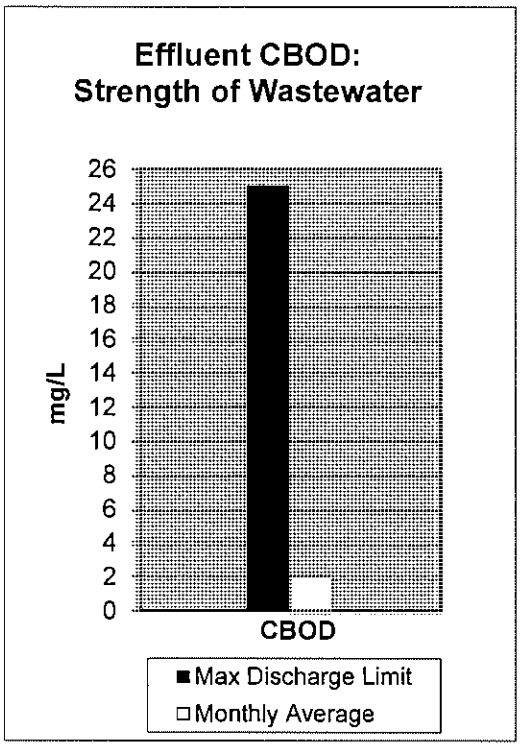
Utilities

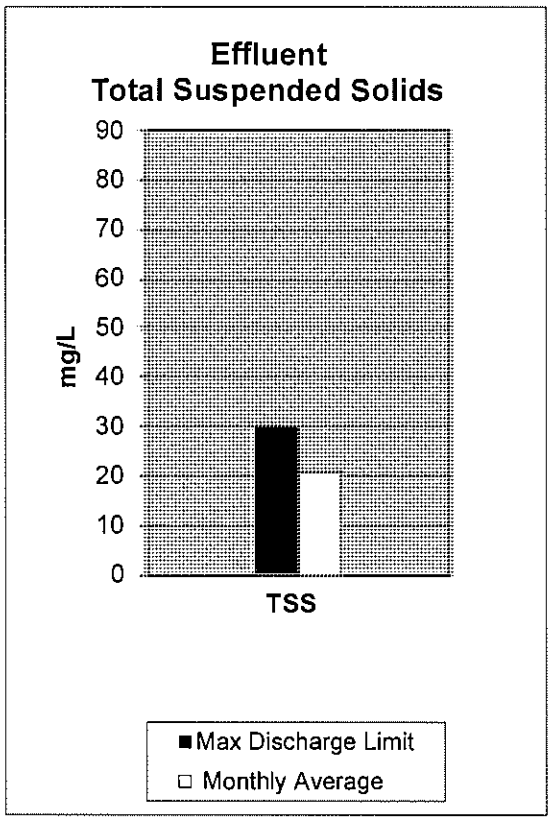
Electrical				
Total kWh Used (Plant wide)	422,200	5,786,720	343,880	5,144,720
Aeration Blowers	145,700	1,541,500	103,300	1,445,800
UV Facility	67,800	823,200	65,000	722,600
Natural Gas				
Total cubic feet/day (plant wide)	232,000	5,310,000	19,600	3,491,000
Public Education (Tours)	1	19	2	50
Total Attendees for FYE 25		222		252
Reclaimed Water System (MG)	0.0	0.0		
OU Golf Course	4.3	103.6	9.6	95.5

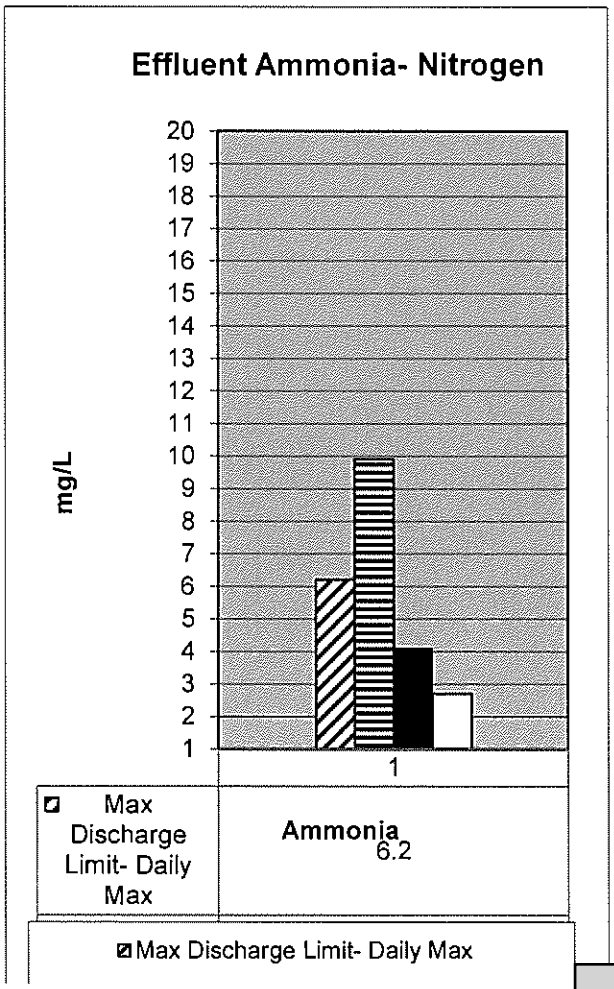
E. coli average for June 2025 148 **MPN** (Limit is 126)
End of Fiscal Year Totals

CITY OF NORMAN
WATER RECLAMATION FACILITY
June 2025









Comments here

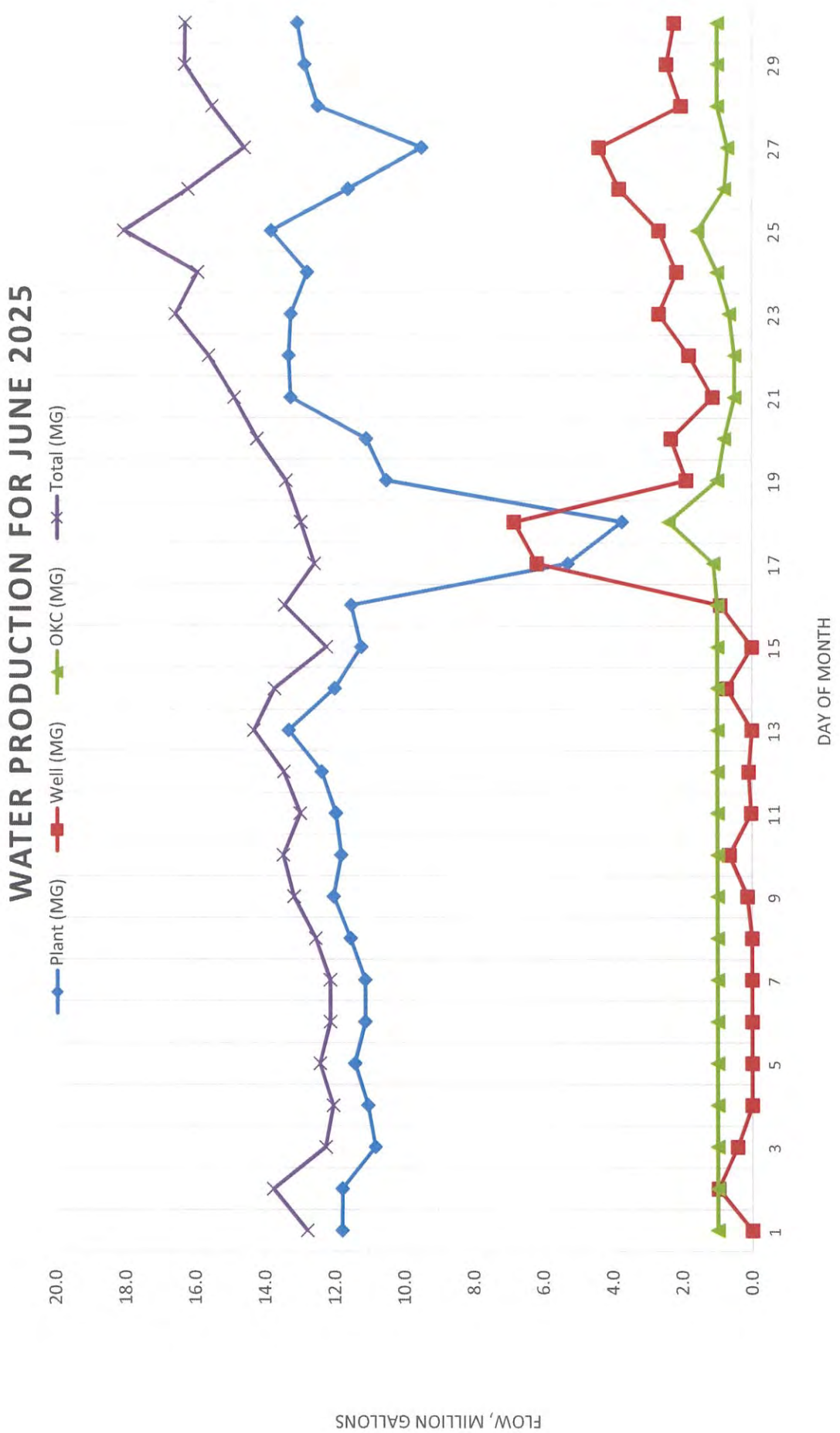
CITY OF NORMAN, OKLAHOMA
DEPARTMENT OF UTILITIES

MONTHLY PROGRESS REPORT

WATER TREATMENT DIVISION **MONTH: June-2025**

	FYE 2025		FYE 2024	
Water Supply	This month	Year to date	This month	Year to date
Plant Production (MG)	343.56	4079.33	407.03	3836.47
Well Production (MG)	46.59	894.93	95.32	1319.29
Oklahoma City Water Used (MG)	29.99	361.40	32.00	366.97
Total Water Produced (MG)	420.14	5335.66	534.35	5522.73
Average Daily Production	14.00	14.62	17.81	15.09
Peak Day Demand				
Million Gallons	18.05	23.15	23.35	23.35
Date	6/25/2025	8/6/2024	6/29/2024	6/29/2024
System Capacity (see note 1)	30.34	30.34	30.34	30.34
Demand Above Capacity (Peak Day)	0.00	0.00	0.00	0.00
Note 1: 2024- system capacity updated to reflect actual firm capacity from all sources				
Costs				
Plant	$700,764.79	$8,392,544.51	$683,655.01	$8,197,226.88
Wells	$210,547.24	$2,748,083.09	$231,223.79	$2,916,918.95
OKC	$102,960.41	$1,232,968.69	$94,050.40	$1,156,249.39
Total	$1,014,272.44	$12,373,596.29	$1,008,929.20	$12,270,395.22
Cost per Million Gallons				
Plant	$2,039.72	$2,057.33	$1,679.60	$2,136.66
Wells	$4,519.15	$3,070.72	$2,425.89	$2,210.98
OKC	$3,433.04	$3,411.66	$2,938.71	$3,150.79
Total	$2,414.12	$2,319.04	$1,888.13	$2,221.80
Water Quality				
Bacterial Samples in Compliance	101	1,202	100	1,205
Bacterial Samples out of Compliance	2	4	0	5
Total number of inquiries (Note 2)	1	13	6	26
Total number of complaints (Note 2)	0	34	3	53
Number of complaints per 1000 service connections	0.00	0.79	0.07	1.29
Note 2: Prior to April 2016 complaints and inquiries were grouped together, listed as complaints, and not distinguished.				
Safety				
Hours lost to OJI	0	0	0	0
Hours lost to TTD	0	0	0	0
Total Hours Lost	0	0	0	0
Safety Training Sessions Held	1	2	0	10
Public Education				
Number of tours conducted	1	21	4	21
Number of people on tours	24	230	9	187

Notes:
Surge suppressor replace in RDP system.
Replacedreplaced cooling water valve in Ozone Generator 1.
Rented and installed chiller for the Sodium Hypochlorite Generator.


WATER PRODUCTION FOR JUNE 2025
Plant (MG)
Well (MG)
OKC (MG)
Total (MG)
FLOW, MILLION GALLONS
20.0
18.0
16.0
14.0
12.0
10.0
8.0
6.0
4.0
2.0
0.0
1
3
5
7
9
11
13
15
17
19
21
23
25
27
29
DAY OF MONTH

MONTHLY TRANSFER STATION REPORT
June 2025

	TONS PER MONTH	REVENUE PER MONTH
O.U.	320.94	$18,226.17
STANDARD GATE	1,033.53	$114,372.12
RESIDENTIAL	302.82	$14,479.40
MATTRESS		$1,775.00
TOTALS:	1,657.29	$148,852.69

	MONTH
# OF LOADS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	9189.32
# OF TONS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	439.00
# 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:	9189.32
GRAND TOTAL TONS TO LANDFILLS	439.00
DISPOSAL COST PER TON (OKC)	$21.75
TIPPING FEE'S FOR DUMPING AT OKC:	$9,548.25
GRAND TOTAL TIPPING FEE'S	$9,548.25
# OF LOADS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:	563.00
# OF TONS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:	4003.52
# OF LOADS BROUGHT TO TRANSFER STATION RESIDENTIAL SANITATION TRUCKS:	393.00
# OF TONS BROUGHT TO TRANSFER STATION RESIDENTIAL SANITATION TRUCKS:	3192.67
TOTAL LOADS BROUGHT TO TRANSFER STATION:	956.00
TOTAL TONS BROUGHT TO TRANSFER STATION:	7196.19
MISCELLANEOUS TONS BROUGHT BY OTHER DEPTS.:	116.88
TOTAL TONS RECEIVED AT TRANSFER STATION	1774.17

SANITATION DIVISION PROGRESS REPORT

SUMMARY 2025

	FYE 23		FYE 25	
	MONTH	YR-TO-DATE	MONTH	YR-TO-DATE
Vehicle Accidents	**2**	24	**0**	21
On The Job Injuries	**1**	6	**0**	8
Bulk Pickups	**38**	221	**51**	692
Refuse Complaints	**168**	729	**214**	1431
New Polycarts Requests	**65**	562	**60**	660
Polycarts Exchanges	**4**	95	**0**	53
Additional Polycart Requests	**88**	630	**4**	825
Replaced Stolen Polycarts	**27**	230	**13**	371
Replaced Damaged Polycarts	**98**	949	**12**	660
Polycarts Repaired	**56**	430	**3**	334

COMPOST MONTHLY REPORT

JUNE 2025

	MONTH
TONS BROUGHT IN BY COMPOST CREWS:	508.10
LANDFILL TIPPING FEE'S	$ 21.75
SAVINGS FROM NOT DUMPING AT LANDFILL:	$ 11,051.18
TONS BROUGHT IN BY PUBLIC:	800.00
TONS BROUGHT IN BY CONTRACTORS :	5,552.00
TONS BROUGHT IN BY OTHER CITY DEPARTMENTS:	1,000.00
LANDFILL TIPPING FEE'S	$ 21.75
SAVINGS FROM NOT DUMPING AT LANDFILL:	$ 159,906.00
TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL:	$ 170,957.18
REVENUE COLLECTED FROM COMPOST SALES:	$200.00
REVENUE COLLECTED FROM GATE SALES:	$6,920.00
TOTAL TONS COLLECTED	7,860.10

	MULCH CUBIC YDS MONTH	COMPOST CUBIC YDS MONTH
PARKS DEPT.	50	
ROAD & CHANNEL		
LINE MAINTENANCE		
STREET DEPT.		
WATER TREATMENT		
MURPHY PRODUCTS OKC		
SELF LOADING BIN	75	100
DRYING BEDS	0	
COMPOST SOLD BY CUBIC YARDS		60
MULCH SOLD BY CUBIC YARDS		
TOTAL:	125	160

CURBSIDE MONTHLY RECYCLING REPORT

June-25

PROGRAM STATISTICS	
	AVERAGE MONTH
SET OUT/PARTICIPATION RATE:	90%
AVERAGE TONS PER DAY :	17.20
POUNDS PER HOME:	20.3

COMMODITY BY TON		
	% of Total	**TONS**
ALUMINUM BEVERAGE CAN	2.10%	17.13
#1 PET	5.50%	44.87
NEWS	0.00%	0
GLASS CONTAINERS	5.72%	46.66
MIX PAPER	33.40%	272.48
PLASTIC FILM	0.57%	4.65
#2 NATURAL	0.90%	7.34
#2 COLOR	1.10%	8.97
#3-#7	0.00%	0
METAL	0.82%	6.69
RIGIDS	0.89%	7.26
TIN-STEEL SCRAP	3.30%	26.92
TRASH	28.30%	230.87
OCC	17.40%	141.95
TOTAL	**100.00%**	**815.79**

	MONTH
SERVICE CALLS (MISSES)	25
HOUSESIDE	3
REMINDER	1
SCATTERED	0
MISC.	0
REPAIR	3
NEW	60
ADD	4
MISSING	13
EXCHANGE	0
REPLACE	12
PICK UP	19
TOTAL CALLS	140.00

	MONTH
LANDFILL COST AVOIDANCE	$17,743.43

Drop Center Report June 2025

MONTHLY UNIT PRICES	Revenue per ton	Proc. Fee	LBs Rejected	Tons Rejected	%	LNDFL Fee	Tons Diverted	$ Diverted
ALUMINUM:	$1,100.00	$0.00	0	0	0%	$21.75	204.27	$4,442.87
PLASTICS:	$75.00	$0.00						
STEEL CANS:	$0.00	$0.00						
MIXED OFFICE PAPER:	$0.00	$0.00						
CARDBOARD:	$35.00	$0.00						

RECYCLING CENTER DATA:	#9	Westwood	Hollywood	Transfer				
	TONS	TONS	Tons	Tons	Total Tons	PRO/FEE	Revenues	Net
ALUMINUM:	0.55	0.2	0.65	0.05	1.45	$0.00	$1,595.00	$1,595.00
PLASTICS:	4.42	0.92	5.54	0.29	11.17	$0.00	$837.75	$837.75
STEEL CANS:	0.55	0.2	0.65	0.05	1.45	$0.00	$0.00	$0.00
MIXED OFFICE PAPER:	1.64	1.8	4.6	0	8.04	$0.00	$0.00	$0.00
CARDBOARD:	13.79	8.49	23.11	0.87	46.26	$0.00	$1,619.10	$1,619.10
RECYCLING CENTER TOTALS:	20.95	11.61	34.55	1.26	68.37	$0.00	$4,051.85	$4,051.85

Commercial Cardboard Containers		Compactors		Wood		Glass		Metal	
TONS	Revenues	TONS	Revenues	TONS	Revenues	TONS	Revenues	TONS	Revenues
26.94	$942.90	15.87	$555.45	0	$0.00	25.14	$0.00	0	$0.00
								Cost	$0.00
								Profit	$0.00

Expenses	Average hrly+ benefits			$26.78	
	Cage Rolloff	Cardboard	Occ Compact	MXD Office	Total
Hours	60	178.78	8	12	258.78
Labor $	$1,606.80	$4,787.73	$214.24	$321.36	$6,930.13
Vehicle cost	$0.00	$2,695.45	$0.00	$0.00	$2,695.45

Customer Revenue
$12,377.80

Total All Recycle and Cardboard	
Tons	Revenues
136.32	$5,550.20

Total Recycle Only	
Tons	Revenues
47.25	$2,432.75

Total Cardboard	
Tons	Revenues
89.07	$3,117.45

Revenue	Income	Expense	Net
	$17,928.00	$9,625.58	$ 8,302.42

File Attachments for Item:

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

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/25/2022

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

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

office memorandum

DATE: July 11, 2025

TO: Shannon Stevenson, Assistant City Manager

FROM: Anthony Purinton, Assistant City Attorney

THROUGH: Rick Knighton, City Attorney

SUBJECT: Vendor Agreements for 221 & 1305 Triad Village Dr.

City Council approved a purchase and sale agreement for 1305 Triad Village Drive on 7/8/2025. Attached are two vendor agreements for third-party survey and inspection services. City Staff recommends approval of the contract so that the City can begin due diligence inspections as soon as possible

The first is for an environmental site survey (Environmental Phase I) for 1305 Triad Village Drive. The service from Redbud Environmental LLC is quoted at $2,050.00. This vendor also completed the Phase I for 221 Triad and is already familiar with the area. The second is for an ALTA survey from Parkhill/Lemke Land Services quoted at $4,800 for 221 Triad Village Dr. We anticipate using Parkhill as well for 1305 Triad ALTA survey once the title documents are received from the closing company. We have used both vendors previously with excellent results. Both surveys are standard due diligence services for real property acquisitions.

If approved, please sign and return so that we can provide the vendors with notice to proceed. Let me know if you have any questions or concerns.

K-1920-55
TO#1

LEMKE LAND SURVEYING

July 9, 2025

Mr. Anthony Purinton
Assistant City Attorney
City of Norman
201 West Gray
Norman, OK 73070

RE: Proposal for Professional Services
221 Triad Village Drive ALTA Survey
221 Triad Village Drive, Norman, OK 73071

Dear Mr. Purinton:

Parkhill is pleased to have the opportunity to provide this Proposal for Surveying Services for the referenced Project.

SCOPE OF SERVICES

Parkhill will perform an ALTA Survey that meets the "2021 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys" and will include items 1, 2, 3, 4, 8, 13, and 16 as set forth in "Table A" of those requirements as attached.

Services specifically excluded from our Scope of Services include, but are not limited to:

- Subsurface Utility Engineering (SUE) report.
- Municipal plats or replats.
- Survey Areas other than those specified.

SCHEDULE

Can be negotiated upon receipt of our Notice to Proceed.

COMPENSATION

Our fee for the Scope of Services described above will be based on a lump sum amount of $4,800.00 and will be billed on a complete percentage basis.

If this Proposal meets your expectations by returning one signed copy to our office. Upon receipt of an executed Proposal, we will schedule and begin Work.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL

By _____
Beau Winfrey, PLS
Surveyor | Associate

By _____
Kelly J. Henderson, PLS
Director of Surveying | Partner

CITY OF NORMAN

Signature: _____

Name: Shannon Stevenson

Title: Assistant City Manager

Date: 07/11/2025

BWW/mcj

Enclosures: ALTA/NSPS Requirements

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. ☑ *Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.*
2. ☑ *Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.*
3. ☑ *Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.*
4. ☑ *Gross land area (and other areas if specified by the client).*
5. ☐ *Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.*
6. ☐ *(a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.*

   ☐ *(b)If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.*
7. ☐ *(a) Exterior dimensions of all buildings at ground level.*

   ☐ *(b) Square footage of:*

   ☐ *(1) exterior footprint of all buildings at ground level.*

   ☐ *(2) other areas as specified by the client.*

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National Society of Professional Surveyors

☐ *(c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.*

8. ☑ *Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).*

9. ☐ *Number and type (e.g., disabled, motorcycle, regular, and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots, and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.*

10. ☐ *As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.*

11. *Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:*

☐ *(a) plans and/or reports provided by client (with reference as to the sources of information)*

☐ *(b) markings coordinated by the surveyor pursuant to a private utility locate request.*

Note to the client, insurer, and lender – With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

12. ☐ *As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.*

13. ☑ *Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."*

14. ☐ *As specified by the client, distance to the nearest intersecting street.*

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15. ☐ *Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.*

16. ☑ *Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.*

17. ☐ *Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.*

18. ☐ *Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.*

19. ☐ *Professional liability insurance policy obtained by the surveyor in the minimum amount of $_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.*

20. ☐ _____

Adopted by the American Land Title Association on October 1, 2020. More at: www.alta.org.
Adopted by the National Society of Professional Surveyors on October 30, 2020. More at: www.nsps.us.com.

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American Land Title Association and
National Society of Professional Surveyors

office memorandum

DATE: July 11, 2025

TO: Shannon Stevenson, Assistant City Manager

FROM: Anthony Purinton, Assistant City Attorney

THROUGH: Rick Knighton, City Attorney

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If approved, please sign and return so that we can provide the vendors with notice to proceed. Let me know if you have any questions or concerns.

Redbud Environmental LLC
2124 Dakota Street
Norman, OK 73069
405-255-8677
Daphne@RedbudEnvironmental.com

Engagement of Services Agreement for Development Land at 1305 Triad Village Drive, Norman, OK 73071

This letter engages Redbud Environmental, LLC to perform a **Phase One Environmental Site Assessment** for the property listed above. The report will be performed in accordance with the American Society for Testing and Materials (ASTM) most current standard E-1527-21 All Appropriate Inquiry and will provide the client with a technical summary and supporting data regarding recognized environmental conditions. The Phase One report will meet SBA requirements and contain maps, photographs, land use documentation, regulatory compliance issues, interviews, and other items of due diligence. The objective of the report is to provide CERCLA liability protection to the buyer and lender. Additional environmental or real estate conditions which may adversely affect the use of the property will be reviewed including oil and gas activities. The environmental consultant meets ASTM criteria for doing the Phase One reports and carries $1,000,000 of professional liability insurance with Traveler's insurance company.

The cost for the Phase One report will be $2,050.00 payable at the time of report delivery. No testing will be conducted unless specified by the client. The Phase One report will be submitted electronically within 15 working days.

I acknowledge and agree by my signature below to engage Redbud Environmental LLC under the terms described above to conduct a Phase one report for the property listed.

Shanna Stevenson — Assistant City Manager

07/11/2025

Client Clearly Printed Name **Title**

07/11/2025

Client Signature **Date**

Please send the signed Engagement Letter to: Daphne@RedbudEnvironmental.com

THE FOLLOWING INFORMATION IS REQUIRED TO COMPLETE REPORT:

- Contact information for current owner for interviews and site visit.
- How should the report be titled (Name, Title, and Mailing Address)?
- If available, please provide appraisals or historical appraisals and historical Phase I/Phase II reports or other environmental reports.

Cancellation Policy: Minimum $500 due if database reports have been ordered; time and materials due once report writing has begun and/or site visit has occurred.

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2026 DUES ASSESSMENT IN THE AMOUNT OF $87,018.00 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2026.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2026 DUES ASSESSMENT IN THE AMOUNT OF $87,018.00 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2026.

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

acog

4205 N. Lincoln Blvd. | Oklahoma City, OK 73105 | 405.234.2264 | acogok.org

July 1, 2025

INVOICE #7955

City of Norman
201 West Gray
Norman, Oklahoma 73070-0370
accounts.payable@normanok.gov

ACOG Basic Assessment for FY-26	49,473.00
ACOG Transportation Assessment for FY-26	15,256.00
ACOG Water Quality Assessment for FY-26	22,289.00
Total FY-26 Dues Assessment	$87,018.00

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

Chair
Shelli Selby
Yukon Councilmember

Vice-Chair
David Bennett
The Village Councilmember

Secretary/Treasurer
Lacey Dawson
Canadian County Commissioner

Executive Director
Mark W. Sweeney, AICP

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-11: FOR ROULETTE CREEK ESTATES (GENERALLY LOCATED 1,450 FEET SOUTH OF STATE HIGHWAY NO. 9 ON THE WEST SIDE OF 180TH AVENUE S.E.).

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 7-22-25

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-11: FOR ROULETTE CREEK ESTATES (GENERALLY LOCATED 1,450 FEET SOUTH OF STATE HIGHWAY NO. 9 ON THE WEST SIDE OF 180TH AVENUE S.E.).

BACKGROUND:

This item is Norman Rural Certificate of Survey No. COS-2425-11 for Roulette Creek Estates and is generally located 1,450 feet south of State Highway No. 9 on the west side of 180th Avenue S.E.

Norman Rural Certificate of Survey COS-2425-11 for Roulette Creek Estates was approved by Planning Commission, at its meeting on June 12, 2025, on a vote of 5-0.

DISCUSSION:

This property consists of a total of 53.49 acres. Tract 1 consists of 13.14 acres, Tract 2 consists of 10.20 acres, Tract 3 consists of 10.05 acres, Tract 4 consists of 10.05 acres and Tract 5 consists of 10.05 acres.

This certificate of survey, if approved, will allow a single family structure on each tract. Private individual sanitary sewer systems and water wells will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards. Fire protection will be provided by the City of Norman pumper/tanker trucks.

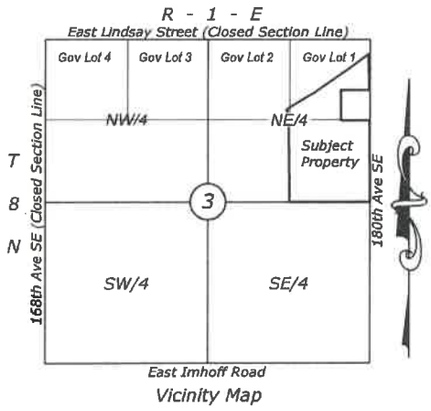
RECOMMENDATION:

Staff recommends approval of Norman Rural Certificate of Survey No. COS-2425-11 for Roulette Creek Estates and the filing of this document with the Cleveland County Clerk.

Norman Rural Certificate of Survey

ROULETTE CREEK ESTATES

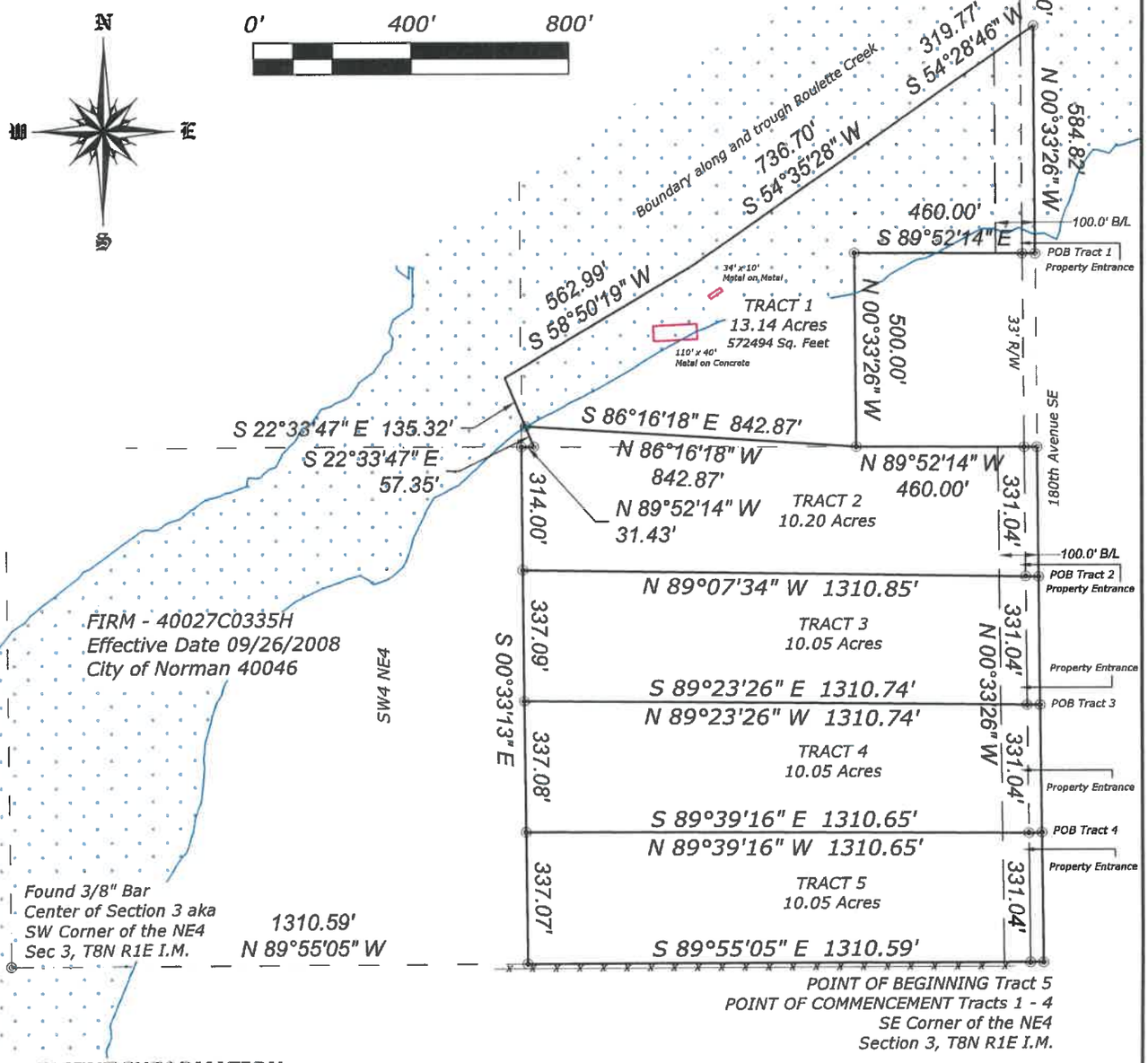
COS-2425-11



Vicinity Map

LEGEND

- Section Line
- Subject Property
- Property Line
- Right of Way
- Easement
- Building Limit Line
- Existing Building
- Concrete
- Point of Commencemnt
- POC - Point of Beginning
- POB -
- Found Survey Monument
- Set 1/2" Bar CA7471



CLIENT INFORMATION

Jason Dickens
Rolling Vistas Ltd.
3030 West Beauregard Ave
San Angelo Tx 76901
(325) 656-0220
jason.dickens.crg@gmail.com

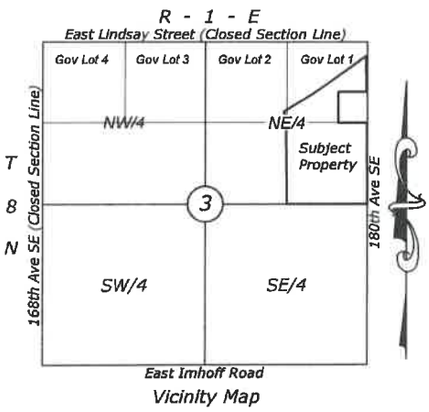
Scissor Tail Land Survey, LLC
2401 Tee Circle, Suite 205
(405) 387-3100 C.A. 7471

Project No. 24102-NormanR2
04/08/2025

Norman Rural Certificate of Survey

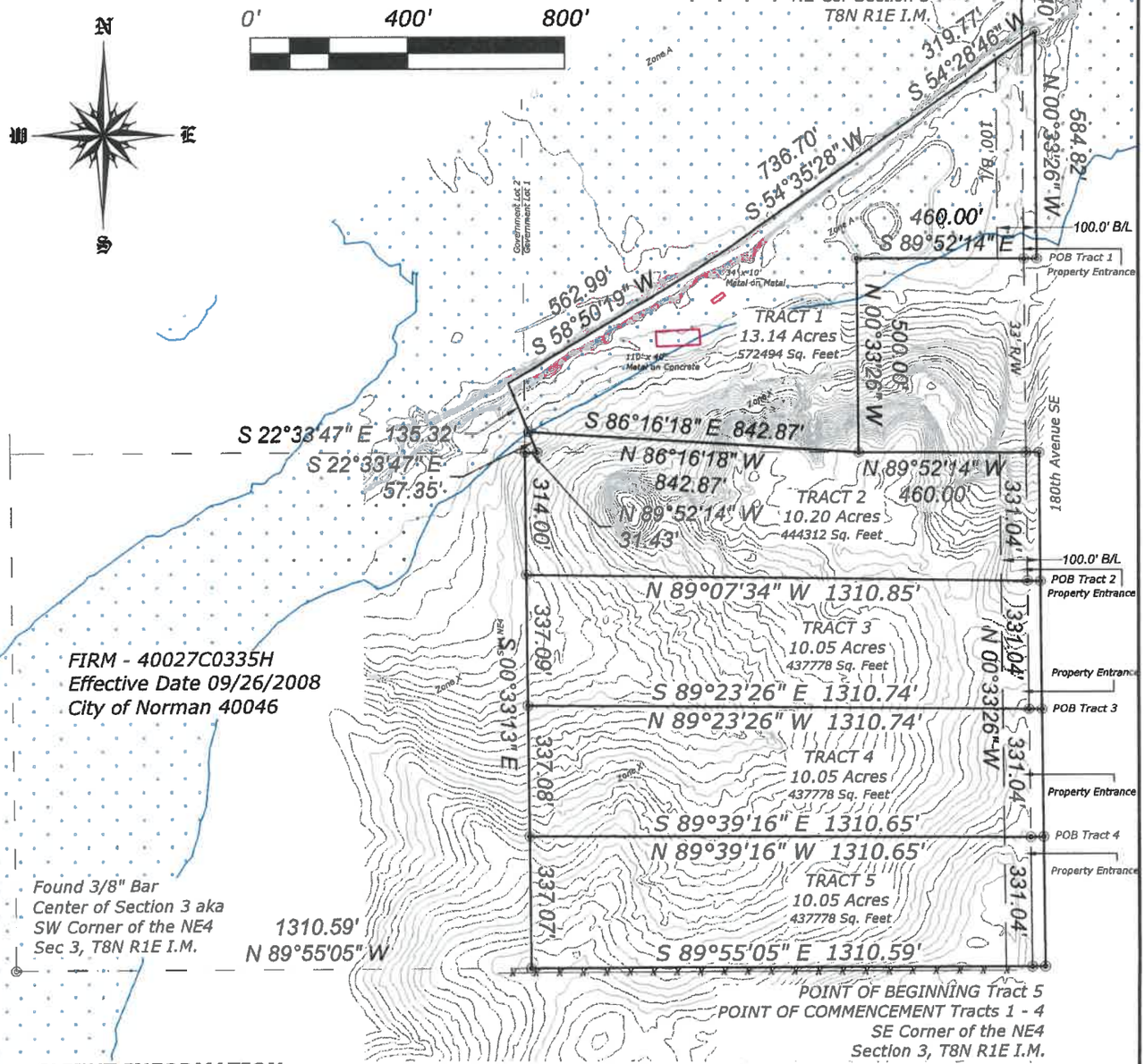
ROULETTE CREEK ESTATES

CONTOURS



LEGEND

- Section Line
- Subject Property
- Property Line
- Right of Way
- Easement
- Building Limit Line
- Existing Building
- Concrete
- Point of Commencemnt
- POC - Point of Beginning
- POB -
- Found Survey Monument
- Set 1/2" Bar CA7471



CLIENT INFORMATION

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jason.dickens.crg@gmail.com

Scissor Tail Land Survey, LLC
2401 Tee Circle, Suite 205
(405) 387-3100 C.A. 7471

Project No. 24102-NormanR
04/08/2025

Norman Rural Certificate of Survey
ROULETTE CREEK ESTATES
Descriptions

TRACT 1
A tract of land located in the Northeast Quarter (NE4) of Section Three (3), Township Eight (8) North, Range One (1) East of the Indian Meridian more particularly described with metes and bounds by James L Buckley, PLS 1582 on March 7, 2025 as follows: COMMENCING at the Southeast Corner of the said NE4, Thence N00°33'26"W a distance of 1824.16 feet to the POINT OF BEGINNING;
Thence N00°33'26"W a distance of 584.82 feet;
Thence S54°28'46"W a distance of 319.77 feet;
Thence S54°35'28"W a distance of 736.70 feet;
Thence S58°50'19"W a distance of 562.99 feet;
Thence S22°33'47"E a distance of 135.32 feet;
Thence S86°16'18"E a distance of 842.87 feet;
Thence N00°33'26"W a distance of 500.00 feet;
Thence S89°52'14"E a distance of 460.00 feet back to the POINT OF BEGINNING.
This description contains 572494 Square Feet or 13.14 Acres more or less.

TRACT 2
A tract of land located in the Northeast Quarter (NE4) of Section Three (3), Township Eight (8) North, Range One (1) East of the Indian Meridian more particularly described with metes and bounds by James L Buckley, PLS 1582 on March 7, 2025 as follows: COMMENCING at the Southeast Corner of the said NE4, Thence N00°33'26"W a distance of 993.12 feet to the POINT OF BEGINNING;
Thence N00°33'26"W a distance of 331.04 feet;
Thence N89°52'14"W a distance of 460.00 feet;
Thence N86°16'18"W a distance of 842.87 feet;
Thence S22°33'47"E a distance of 57.35 feet;
Thence N89°52'14"W a distance of 31.43 feet;
Thence S00°33'13"E a distance of 314.00 feet;
Thence S89°07'34"E a distance of 1310.85 feet back to the POINT OF BEGINNING.
This description contains 444312 Square Feet or 10.20 Acres more or less.

TRACT 3
A tract of land located in the Northeast Quarter (NE4) of Section Three (3), Township Eight (8) North, Range One (1) East of the Indian Meridian more particularly described with metes and bounds by James L Buckley, PLS 1582 on March 7, 2025 as follows: COMMENCING at the Southeast Corner of the said NE4, Thence N00°33'26"W a distance of 662.08 feet to the POINT OF BEGINNING;
Thence N00°33'26"W a distance of 331.04 feet;
Thence N89°07'34"W a distance of 1310.85 feet;
Thence S00°33'13"E a distance of 337.09 feet;
Thence S89°23'26"E a distance of 1310.74 feet back to the POINT OF BEGINNING.
This description contains 437778 Square Feet or 10.05 Acres more or less.

CLIENT INFORMATION
Jason Dickens
Rolling Vistas Ltd.
3030 West Beauregard Ave
San Angelo Tx 76901
(325) 656-0220
jason.dickens.crg@gmail.com

Scissor Tail Land Survey, LLC
2401 Tee Circle, Suite 205
(405) 387-3100 C.A. 7471
Project No. 24102-NormanR2
04/08/2025

Norman Rural Certificate of Survey
ROULETTE CREEK ESTATES
Descriptions

TRACT 4
A tract of land located in the Northeast Quarter (NE4) of Section Three (3), Township Eight (8) North, Range One (1) East of the Indian Meridian more particularly described with metes and bounds by James L Buckley, PLS 1582 on March 7, 2025 as follows: COMMENCING at the Southeast Corner of the said NE4, Thence N00°33'26"W a distance of 331.04 feet to the POINT OF BEGINNING;
Thence N00°33'26"W a distance of 331.04 feet;
Thence N89°23'26"W a distance of 1310.74 feet;
Thence S00°33'13"E a distance of 337.08 feet;
Thence S89°39'16"E a distance of 1310.65 feet back to the POINT OF BEGINNING.
This description contains 437778 Square Feet or 10.05 Acres more or less.

TRACT 5
A tract of land located in the Northeast Quarter (NE4) of Section Three (3), Township Eight (8) North, Range One (1) East of the Indian Meridian more particularly described with metes and bounds by James L Buckley, PLS 1582 on March 7, 2025 as follows:
BEGINNING at the Southeast Corner of the said NE4,
Thence N00°33'26"W a distance of 331.04 feet;
Thence N89°39'16"W a distance of 1310.65 feet;
Thence S00°33'13"E a distance of 337.07 feet;
Thence S89°55'05"E a distance of 1310.59 feet back to the POINT OF BEGINNING.
This description contains 437778 Square Feet or 10.05 Acres more or less.

SURVEYOR'S CERTIFICATE

I, James L Buckley, a registered Land Surveyor, do hereby certify that a careful survey has been made under my supervision on the above described property as shown on the annexed plat hereto and there are no encroachments except if shown hereon. This Survey was made for the above stated purpose only and no other responsibility is hereby assumed. Dated in the City of Newcastle, Oklahoma on this 4th day of June, 2025.

SCISSORTAIL LAND SURVEY, LLC

JAMES L BUCKLEY, PLS 1582

LICENSED PROFESSIONAL LAND SURVEYOR
JAMES L. BUCKLEY
L.S. 1582
OKLAHOMA

CLIENT INFORMATION
Jason Dickens
Rolling Vistas Ltd.
3030 West Beauregard Ave
San Angelo Tx 76901
(325) 656-0220
jason.dickens.crg@gmail.com

ScissorTail Land Survey, LLC
2401 Tee Circle, Suite 205
(405) 387-3100 C.A. 7471
Project No. 24102-NormanR2
04/08/2025 *Sheet 4 of 4*

Norman Planning Commission

Accepted by the City of Norman, Oklahoma, Planning Commission on this 12 day of June 2025

Erica Bird

Chairman

Notary

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA §:

Before me, a Notary Public, in and for said County and State, on this 12 day of June, 2025 personally appeared Erica Bird, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his fee and voluntary act and deed.

10-4-28

My Commission Expires

Whitney Kline

Notary Public

WHITNEY KLINE NOTARY PUBLIC SEAL 24012464 EXP. 10-4-28 STATE OF OKLAHOMA IN AND FOR CLEVELAND COUNTY

Norman City Council

Accepted by the City of Norman, Oklahoma, City Council on this_____day of_____, 20 .

ATTEST: _____
City Clerk

_____
Mayor
Stephen T. Holman

Notary

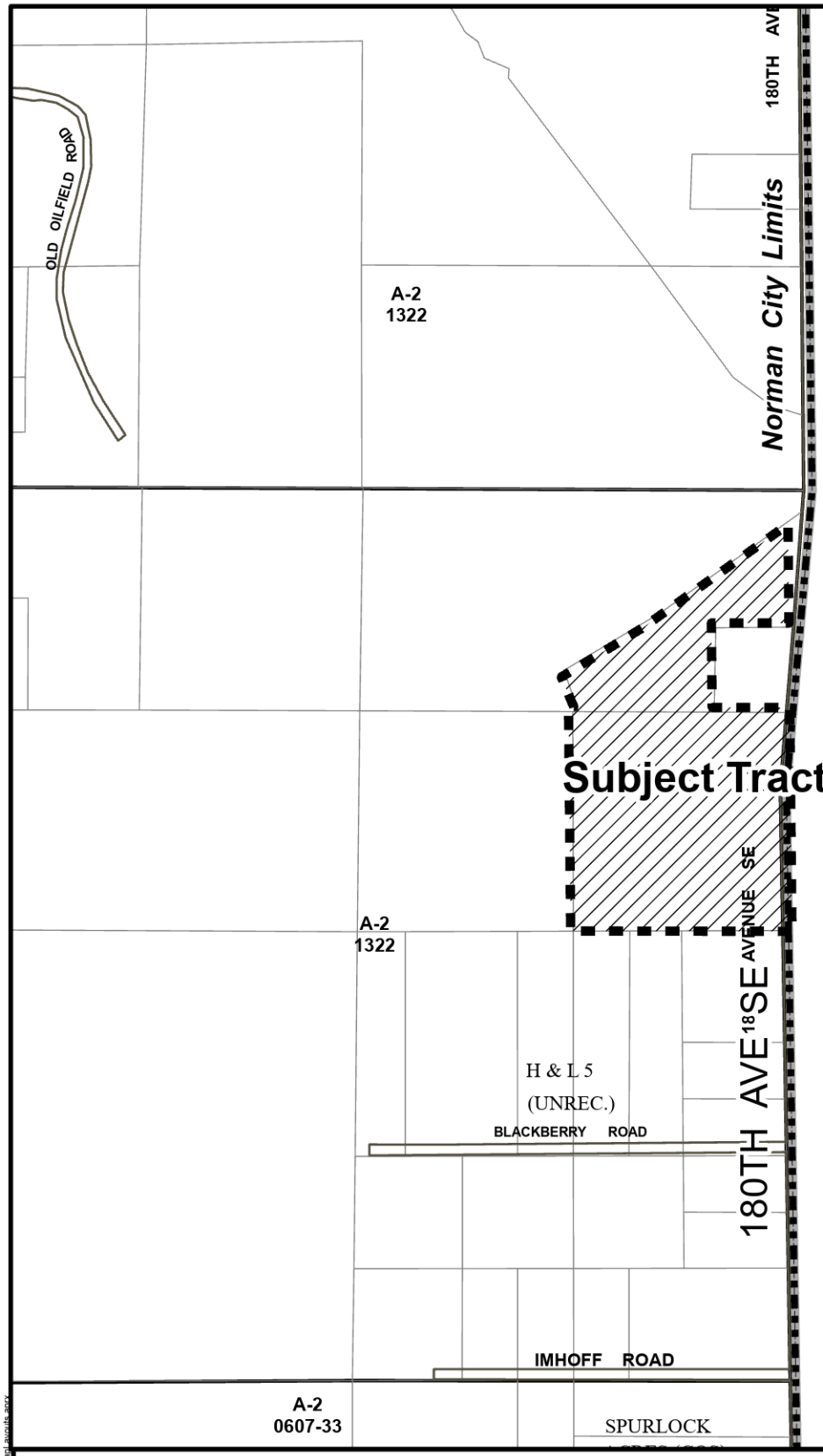
STATE OF OKLAHOMA, COUNTY OF OKLAHOMA §:

Before me, a Notary Public, in and for said County and State, on this_____day of_____, 20 , personally appeared_____, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his fee and voluntary act and deed.

SEAL

_____
My Commission Expires

_____
Notary Public



Location Map

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

N
W E
S

May 6, 2025

0 500 1,000 Ft.

Subject Tract

\\consolation\citydepartments\GIS_PRO_Layout\Templates\StandardMap_ayouts.aprx

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/12/2025

REQUESTER: Rolling Vistas, Ltd.

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2425-11: FOR ROULETTE CREEK ESTATES, FOR PROPERTY GENERALLY LOCATED AT 1,450' SOUTH OF STATE HIGHWAY 9 ON THE WEST SIDE OF 180TH AVENUE S.E.

ITEM: Consideration of NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2425-11, FOR ROULETTE CREEK ESTATES.

LOCATION: Generally located 1,450' south of State Highway No. 9 on the west side of 180th Avenue S.E.

INFORMATION:

1. Owners. Rolling Vistas, Ltd.
2. Developer. Rolling Vistas, Ltd.
3. Surveyor. Scissortail Land Survey, LLC.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1312 annexing this property into the Norman Corporate City limits without rezoning.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.

2. Sanitary Sewer. Individual septic systems for each tract will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

3. Water. Individual water wells will be installed for each tract in accordance with City and Oklahoma Department of Environmental Quality standards.

4. Easements. One-Hundred Eighty-Avenue S.E. (180th Avenue S.E.) is classified as a local road.

5. Acreage. Tracts 1 consists of 13.14 acres, Tract 2 consists of 10.20 acres, Tract 3 consists of 10.05 acres, Tract 4 consists of 10.05 acres and Tract 5 consists of 10.05 acres. There is a total of 53.49 acres.

SUPPLEMENTAL MATERIAL: Copies of a location map and Norman Rural Certificate of Survey No. COS-2425-11 for Roulette Creek Estates are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: Staff recommends approval of Certificate of Survey No. COS-2425-11 for Roulette Creek Estates.

ACTION NEEDED: Recommend approval or disapproval of Certificate of Survey No. COS-2425-11 for Roulette Creek Estates to City Council.

ACTION TAKEN:_____

CITY OF NORMAN, OK
PLANNING COMMISSION MEETING - AMENDED
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, June 12, 2025 at 5:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers at the Municipal Building, on Thursday, June 12, 2025 at 5:30 PM and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray, and on the City website at least 24 hours prior to the beginning of the meeting.

Commissioner Bird called the meeting to order at 5:34 p.m.

ROLL CALL

PRESENT
Cameron Brewer
Douglas McClure
Liz McKown
Erica Bird
Maria Kindel

ABSENT
Kevan Parker
Michael Jablonski
Steven McDaniel
Jim Griffith

STAFF PRESENT
Lora Hoggatt, Planning Services Manager
Beth Muckala, Assistant City Attorney III
David Riesland, Transportation Engineer
Todd McLellan, Development Engineer
Whitney Kline, Admin Tech IV

CONSENT ITEMS

This section is placed on the agenda so that the Planning Commission, by unanimous consent, may designate those items that they wish to approve by one motion. Any of these items may be removed from the Consent Docket and be heard in its regular order.

Minutes

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

   PLANNING COMMISSION MEETING MINUTES OF MAY 8, 2025.

Short Form Plats

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SFP 2425-3: CONSIDERATION OF SHORT FORM PLAT SUBMITTED BY TFCU (CDS COMMERCIAL) FOR SHORT FORM PLAT NO. SFP-2425-3, LOTS 1 AND 2, TFCU LOCATED AT 1451 12TH AVENUE S.E.

Certificates of Survey

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2425-11: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY ROLLING VISTAS, LTD., FOR ROULETTE CREEK ESTATES, FOR 53.49 ACRES OF PROPERTY GENERALLY LOCATED 1,450 FEET SOUTH OF STATE HIGHWAY 9 ON THE WEST SIDE OF 180TH AVENUE S.E.

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS 2425-12: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY JARON VILLEMARETTE (POLLARD AND WHITED SURVEYING, INC.) FOR VILLEMARETTE ESTATES, FOR 10 ACRES OF PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 84TH AVENUE S.E. AND NORTH OF CEDAR LANE ROAD.

Motion by Commissioner Kindel to approve the consent docket; **Second** by Commissioner Brewer.

The motion passed unanimously with a vote of 5-0.

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-12: FOR VILLEMARETTE ESTATES AND EASEMENT NO. E-2526-5 AND EASEMENT NO. E-2526-6 (LOCATED ON THE EAST SIDE OF 84TH AVENUE S.E. AND NORTH OF CEDAR LANE ROAD).

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 7-22-25

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-12: FOR VILLEMARETTE ESTATES AND EASEMENT NO. E-2526-5 AND EASEMENT NO. E-2526-6 (LOCATED ON THE EAST SIDE OF 84TH AVENUE S.E. AND NORTH OF CEDAR LANE ROAD).

BACKGROUND:

This item is Norman Rural Certificate of Survey No. COS-2425-12 for Villemarette Estates located on the east side of 84th Avenue S.E. and north of Cedar Lane Road.

Norman Rural Certificate of Survey COS-2425-12 for Villemarette Estates was approved by Planning Commission, at its meeting on June 12, 2025, on a vote of 5-0.

DISCUSSION:

This property consists of Tract 1 with 10 acres.

This certificate of survey, if approved, will allow a single family structure on the proposed tract. Private individual sanitary sewer system and water well will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards. Fire protection will be provided by the City of Norman pumper/tanker trucks.

Eighty-fourth Avenue S.E. is classified as a Minor Rural Arterial. As a result, seventeen-foot (17') roadway, drainage and utility easement is required. In accordance with the Comprehensive Transportation Plan, a twenty-foot (20') trail easement adjacent to the 17' roadway, drainage and utility easement for 84th Avenue S.E. is required.

RECOMMENDATION:

Staff recommends approval of Norman Rural Certificate of Survey No. COS-2425-12 for Villemarette Estates and acceptance of Easements E-2526-5 and E-2526-6 and the filing of these documents with the Cleveland County Clerk.

GRANT OF EASEMENT

E-2526-5

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, that **Jay & Kimberly D Villemarette,** do hereby grant, bargain, sell and convey unto the **City Of Norman**, a municipal corporation, **a public roadway, drainage and utility easement,** over, across and under the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

(17' Additional R/W)
An easement being part of the Southwest Quarter (SW1/4) of Section Nine (9), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474 dated April 28, 2025 using a Deed Bearing of N00°54'35"W between existing monuments on the West line of said SW1/4 as a Basis of Bearing, said tract further described as:
COMMENCING at the Southwest Corner of said SW1/4;
Thence N89°07'24"E, on the South line of said SW1/4, for a distance of 33.00 feet to the **POINT OF BEGINNING**;
Thence N00°54'34"W for a distance of 660.00 feet;
Thence N89°07'24"E for a distance of 17.00 feet;
Thence S00°54'34"E for a distance of 660.00 feet to the South line of said SW1/4;
Thence S89°07'24"W, on said South line, for a distance of 17.00 feet to the **POINT OF BEGINNING**, containing 0.257 acres more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining and operating the facilities indicated below:

Public Roadway, Drainage and Utility Easement

To have and to hold the same unto said City, it's successors and assigns forever.

Signed and delivered this 29th day of April, 2025.

Jay Villemarette

Kimberly D Villemarette

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 29th day of April, 2025, personally appeared, **Jay & Kimberly D Villemarette**, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes herein set forth.
Given under my hand and seal the day and year last above written.
My Commission Expires: _____

JOSHUA THOMAS NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA #23014662 Exp. November 3, 2027

Notary Public

CITY ATTORNEY

Approved as to form and legality this 20 day of June, 2025

Elisabeth Muckala

City Attorney

NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this ____ day of _____, 20___.

ATTEST: _____
City Clerk

_____
Mayor

GRANT OF EASEMENT

E-2526-6

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, that **Jay & Kimberly D Villemarette**, do hereby grant, bargain, sell and convey unto the **City Of Norman**, a municipal corporation, **a 20' Trail Easement,** over, across and under the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

(20' Trail Easement)
An easement being part of the Southwest Quarter (SW1/4) of Section Nine (9), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474 dated April 28, 2025 using a Deed Bearing of N00°54'35"W between existing monuments on the West line of said SW1/4 as a Basis of Bearing, said tract further described as:
COMMENCING at the Southwest Corner of said SW1/4;
Thence N89°07'24"E, on the South line of said SW1/4, for a distance of 50.00 feet to the **POINT OF BEGINNING**;
Thence N00°54'34"W for a distance of 660.00 feet;
Thence N89°07'24"E for a distance of 20.00 feet;
Thence S00°54'34"E for a distance of 660.00 feet to the South line of said SW1/4;
Thence S89°07'24"W, on said South line, for a distance of 20.00 feet to the **POINT OF BEGINNING**, containing 0.303 acres more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining and operating the facilities indicated below:

20' Trail Easement

To have and to hold the same unto said City, it's successors and assigns forever.

Signed and delivered this 29th day of April, 2025.

Jay Villemarette

Kimberly D Villemarette

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 29th day of April, 2025, personally appeared, **Jay & Kimberly D Villemarette**, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes herein set forth.
Given under my hand and seal the day and year last above written.

JOSHUA THOMAS NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA #23014662 Exp. November 3, 2027

Notary Public

CITY ATTORNEY

Approved as to form and legality this 20 day of June, 2025

City Attorney

NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this ____ day of _____, 20___.

ATTEST: _____
City Clerk

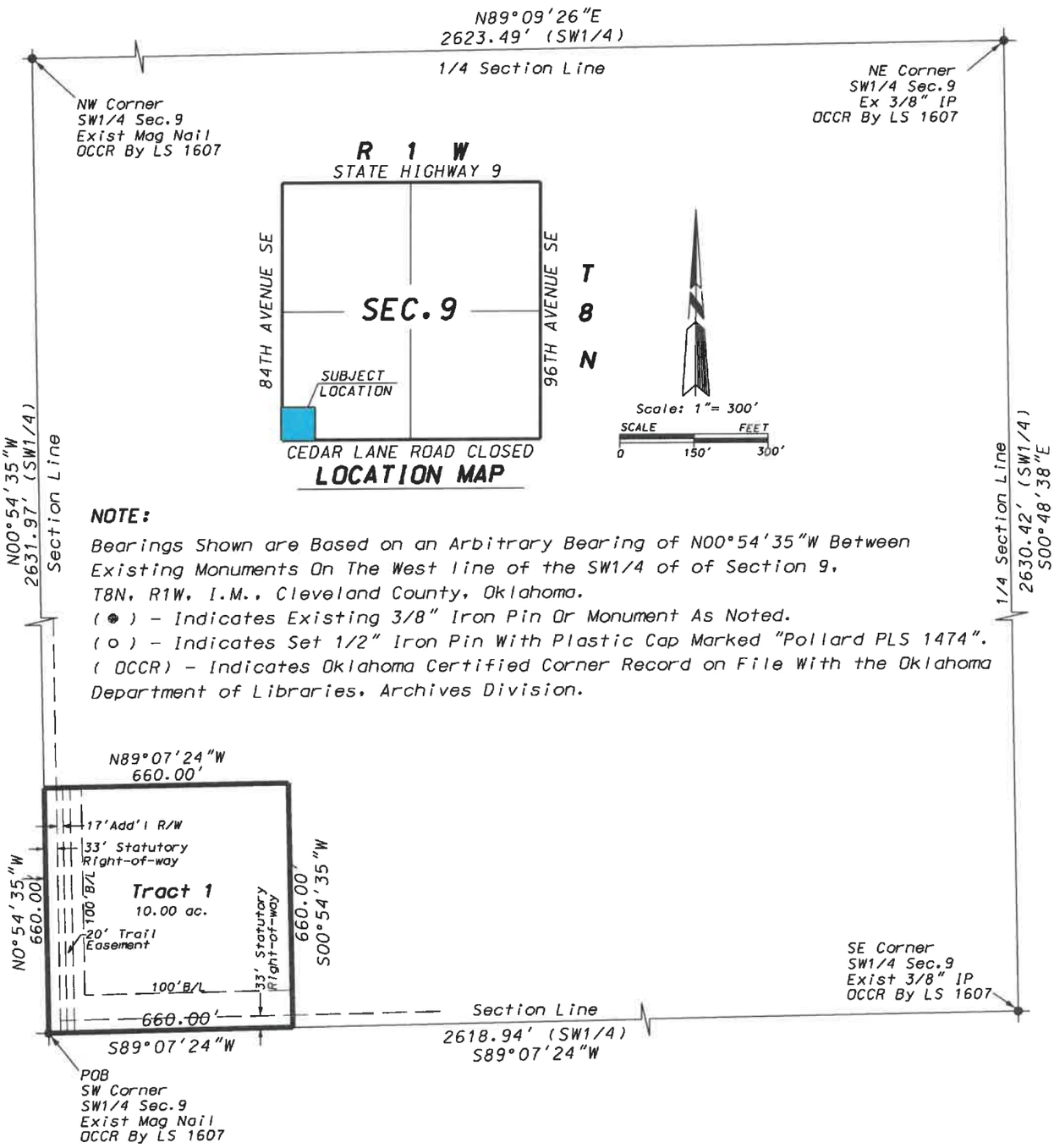
_____
Mayor

VILLEMARETTE ESTATES

A NORMAN RURAL CERTIFICATE OF SURVEY SUBDIVISION

PART OF THE SW1/4 OF SECTION 9, T8N, R1W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

COS -2425-12



NOTE:

Bearings Shown are Based on an Arbitrary Bearing of N00°54'35"W Between Existing Monuments On The West line of the SW1/4 of of Section 9, T8N, R1W, I.M., Cleveland County, Oklahoma.

(●) - Indicates Existing 3/8" Iron Pin Or Monument As Noted.

(o) - Indicates Set 1/2" Iron Pin With Plastic Cap Marked "Pollard PLS 1474".

(OCCR) - Indicates Oklahoma Certified Corner Record on File With the Oklahoma Department of Libraries, Archives Division.

According the Federal Emergency Management (FEMA) Federal Insurance Rate Map (FIRM) Map/Panel Number 40027C0315H with an effective date of September 26, 2008. The subject property lies in a Zone "X". Zone "X" is defined as "Areas of Minimal Flood Hazards".

POLLARD & WHITED SURVEYING, INC.
2514 Tee Drive Norman, OK 73069
405-366-0001
CA 2380 exp.6-30-25 tpollard@pwsurveying.com

Villemarette Estates, Norman Rural		
Certificate Of Survey Subdivision		
Part of the SW1/4 Sec.9,T8N,R1W, IM		
Norman, Cleveland County, Oklahoma		
April 28, 2025	Drawn By:T.Pollard	
9-8n1w.dgn	GPS	Sheet 2 of 5

CERTIFICATE OF SURVEY

I, Timothy G. Pollard, a Professional Land Surveyor, hereby certify that the attached drawing is a true and accurate representation of a survey of the described property.

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

LEGAL DESCRIPTION

TRACT 1

A tract of land located in the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Nine (9), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:
BEGINNING at the Southwest corner (SWc) of the Southwest Quarter (SW/4) of said Section Nine (9); Thence N00°54'35"W along the West line of the Southwest Quarter (SW/4) and the Basis of Bearing for this survey, a distance of 660.00 feet;
Thence N89°07'24"E and parallel to the South line of the Southwest Quarter a distance of 660.00 feet;
Thence S00°54'35"E and parallel to the West line of the Southwest Quarter a distance of 660.00 feet;
Thence S89°07'24"W along the South line of the Southwest Quarter a distance of 660.00 feet to the **POINT OF BEGINNING** and containing 10.0 acres more or less and subject to easements and rights-of-way that may or may not be of record.
(**aka: Tract One (1) of Villemarette Estates**, a Norman Rural Certificate of Survey Subdivision, a recorded but unplatted subdivision)

SURVEYOR'S REPORT AND NOTES

(1) This Survey has been prepared to create a "Norman Rural Certificate Of Survey Subdivision" to be known as "Villemarette Estates". This is an unplatted but filed subdivision as specified in the Norman Subdivision Regulations Sec.30-606.
(2) The Boundary of Section 9, T8N, R1W is based on the General Land Office (GLO) original government Survey approved January 8, 1874. It is further based on a perpetuation of the GLO Survey as shown on "Oklahoma Certified Corner Records" (OCCR) on file with the Oklahoma Department Of Libraries, Archives & Records Division in Oklahoma City. Additionally, this boundary survey is based on a survey and description by LS 1607 dated 9/16/2022 of the subject property.
(3) The Legal Description, shown herein, are subject to easements and rights-of-way of record. This does not represent a search of the County Clerk's records, by the undersigned, to determine if any easements or rights-of-way affect the property except as noted. Except as specifically stated or shown this Survey does not reflect any easements, rights-of-way, building lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations. All homes, improvements and uses shall be subject to restrictive covenants, conditions and requirements as shown on the attachments hereto.
(4) No excavations were made, as a part of this Survey, to physically locate underground utilities and facilities. Call 1-800-522-6543 to have all underground utilities and facilities marked before any excavation.
(5) This "Norman Rural Certificate Of Survey Subdivision" will be filed with the Cleveland County Clerk after it is approved by all parties. This documentation, as recorded in its entirety, shall be attached to OR referred to on any deed, conveyance of title, contract or other instruments prepared in connection with any of the subject property.
(6) It is advised, by the undersigned, that all adjoining property owners should be contacted prior to building any fences or other structures along or on the property lines. Certain legal rights may exist with existing fences that have been used for particular periods of time for lines of possession. If any difference of opinion is indicated a resolution should be reached, preferably in writing, between the owners on the location of any improvements along or on the property lines.

REGISTERED PROFESSIONAL LAND SURVEYOR
TIMOTHY G. POLLARD
1474
OKLAHOMA

LAND SURVEYOR

Timothy G. Pollard, PLS 1474

NOTARY
State Of Oklahoma)
County Of Cleveland) SS
Before me, a Notary Public, in and for said County and State, on this 28th day of April, 2025, personally appeared, Timothy G. Pollard, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.
My commission expires: _____

JOSHUA THOMAS
NOTARY PUBLIC
IN AND FOR STATE OF OKLAHOMA
#23014662 • Exp. November 3, 2027

Notary Public

NORMAN PLANNING COMMISSION

Accepted by the City of Norman, Oklahoma, Planning Commission on this 12 day of June, 2025.

ATTEST: _____

Erica Bird
Chairperson

NOTARY

State Of Oklahoma)
County Of Cleveland) SS

Before me, a Notary Public, in and for said County and State, on this 12 day of June, 2025 personally appeared, Erica Bird, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

My commission expires: 10-4-28

Whitney Kline
Notary Public

WHITNEY KLINE
NOTARY PUBLIC
24012464
EXP. 10-4-28
IN AND FOR
STATE OF OKLAHOMA
CLEVELAND COUNTY

NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this ____ day of _____, 20___.

ATTEST: _____
City Clerk

_____
Mayor Stephen T. Holman

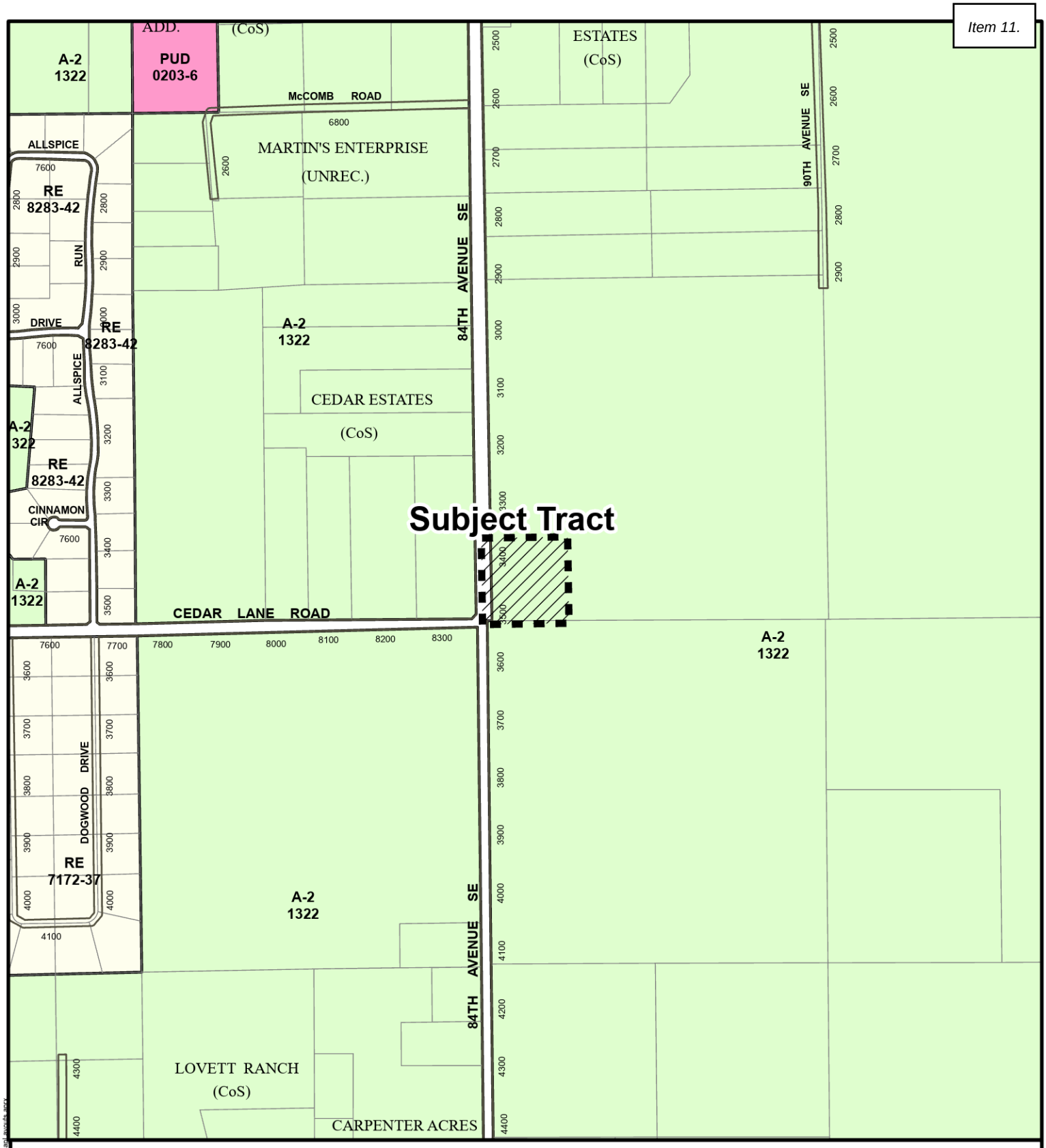
NOTARY

State Of Oklahoma)
County Of Cleveland) SS

Before me, a Notary Public, in and for said County and State, on this ____ day of _____, 20___, personally appeared, _____, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

My commission expires: _____

_____
Notary Public



Location Map

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

N
W E
S

May 6, 2025

0 500 1,000 Ft.

Subject Tract

\\conclusion\city\departments\GIS_PRO_LayoutTemplates\StandardMapLayouts.aprx

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/12/2025

REQUESTER: Jason Villemarette

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS 2425-12: FOR VILLEMARETTE ESTATES, FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 84TH AVENUE S.E. AND NORTH OF CEDAR LANE ROAD.

ITEM: Consideration of **NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2425-12 FOR VILLEMARETTE ESTATES**.

LOCATION: Generally located on the east side of 84th Avenue S.E. and north of Cedar Lane Road.

INFORMATION:

1. Owners. Jaron Villemarette.
2. Developer. Jaron Villemarette.
3. Surveyor. Pollard and Whited Surveying, Inc.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1318 annexing this property into the Norman Corporate City Limits without zoning.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.

2. Sanitary Sewer. Individual sanitary sewer system will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

3. Water. Individual water well will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

4. Acreage. This property consists of 10 acres.

5. Easements. The owners will submit easements for roadway, drainage and utilities including trail easement in connection with 84th Avenue S.E. Cedar Lane Road is a closed section.

SUPPLEMENTAL MATERIAL: Copies of a location map and Norman Rural Certificate of Survey No. COS-2425-12 for Villemarette Estates are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: Staff supports Norman Rural Certificate of Survey No. COS-2425-12 for Villemarette Estates.

ACTION NEEDED: Recommend approval or disapproval of Norman Rural Certificate of Survey No. COS-2425-12 for Villemarette Estates to City Council.

ACTION TAKEN:_____

CITY OF NORMAN, OK
PLANNING COMMISSION MEETING - AMENDED
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, June 12, 2025 at 5:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers at the Municipal Building, on Thursday, June 12, 2025 at 5:30 PM and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray, and on the City website at least 24 hours prior to the beginning of the meeting.

Commissioner Bird called the meeting to order at 5:34 p.m.

ROLL CALL

PRESENT
Cameron Brewer
Douglas McClure
Liz McKown
Erica Bird
Maria Kindel

ABSENT
Kevan Parker
Michael Jablonski
Steven McDaniel
Jim Griffith

STAFF PRESENT
Lora Hoggatt, Planning Services Manager
Beth Muckala, Assistant City Attorney III
David Riesland, Transportation Engineer
Todd McLellan, Development Engineer
Whitney Kline, Admin Tech IV

CONSENT ITEMS

This section is placed on the agenda so that the Planning Commission, by unanimous consent, may designate those items that they wish to approve by one motion. Any of these items may be removed from the Consent Docket and be heard in its regular order.

Minutes

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

   PLANNING COMMISSION MEETING MINUTES OF MAY 8, 2025.

Short Form Plats

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SFP 2425-3: CONSIDERATION OF SHORT FORM PLAT SUBMITTED BY TFCU (CDS COMMERCIAL) FOR SHORT FORM PLAT NO. SFP-2425-3, LOTS 1 AND 2, TFCU LOCATED AT 1451 12TH AVENUE S.E.

Certificates of Survey

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2425-11: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY ROLLING VISTAS, LTD., FOR ROULETTE CREEK ESTATES, FOR 53.49 ACRES OF PROPERTY GENERALLY LOCATED 1,450 FEET SOUTH OF STATE HIGHWAY 9 ON THE WEST SIDE OF 180TH AVENUE S.E.

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS 2425-12: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY JARON VILLEMARETTE (POLLARD AND WHITED SURVEYING, INC.) FOR VILLEMARETTE ESTATES, FOR 10 ACRES OF PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 84TH AVENUE S.E. AND NORTH OF CEDAR LANE ROAD.

Motion by Commissioner Kindel to approve the consent docket; **Second** by Commissioner Brewer.

The motion passed unanimously with a vote of 5-0.

File Attachments for Item:

12. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENTS, REJECTION, AND/OR POSTPONEMENT OF CHANGE ORDER TWO TO CONTRACT K-2425-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., INCREASING THE CONTRACT AMOUNT BY $25,700.42 FOR A REVISED CONTRACT AMOUNT OF $485,700.42 FOR THE FYE 2025 SIDEWALK CONCRETE PROJECTS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $45,357.67.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 7/22/2025

REQUESTER: Steve Guizzo, Engineering Assistant

PRESENTER: Scott E. Sturtz, Public Works Director

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENTS, REJECTION, AND/OR POSTPONEMENT OF CHANGE ORDER TWO TO CONTRACT K-2425-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., INCREASING THE CONTRACT AMOUNT BY $25,700.42 FOR A REVISED CONTRACT AMOUNT OF $485,700.42 FOR THE FYE 2025 SIDEWALK CONCRETE PROJECTS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $45,357.67.

BACKGROUND:
The FYE 2025 Sidewalk Concrete Projects consisted of removal and replacement of sidewalks, handicap ramps and curb and gutter as needed at various locations throughout the City of Norman.

The FYE 2025 Sidewalk Concrete Projects (K-2425-1) bids were opened on June 6, 2024 with Arroyo's Concrete LLC. submitting the winning bid of $532,590.62. The contract was approved by City Council on July 23, 2024. Work began on August 28, 2024 and was completed on June 16, 2025.

DISCUSSION:
Sidewalk and handicap ramp projects are awarded to the lowest responsible bidder. Contractor bids are determined by using plan quantities multiplied by the contractor's unit prices for all bid items of the contract.

Of the forty-three (45) bid items, fourteen (14) bid items on Change Order 2 had a quantity change and all resulted in an increased cost for an overall contract increase of $25,700.42 or 5.6%. The contract amount increased from $460,000 to $485,700.42. Overrun items are detailed on the attached Change Order 2.

Funds are available for Change Order 2 ($25,700.42) in Citywide Sidewalk Reconstruction 50/50 Program, Construction (Project TC0273, Account 50590052-46101). These funds were appropriated by Resolution R-2425-80 on January 28, 2025. Remaining final payment funds are release of retainage from contract projects in the table below.

Project	Account
TC0273 Citywide Sidewalk Reconstruction 50/50 Program	50590052-46101
TC0238 Sidewalk Accessibility Program	50593316-46101
TC0249 Sidewalk Program for Schools and Arterials	50593317-46101
TC0262 Sidewalks and Trails Program	50591179-46101
TC0274 Downtown Area Sidewalks and Curbs	50597716-46101

A summary table showing the change in the project cost is shown below:

Item	Cost	Amount Used	Remaining
Original Contract with Change order #1	$460,000.00	$460,000.00	$0.00
Change Order #2	$25,700.42	$25,700.42	$0.00
Total	$485,700.42	$485,700.42	$0.00

Staff has found all work to be complete and acceptable with all “punch list” items addressed and is proposing final payment and acceptance of this contract (K-2425-1) with Arroyo’s Concrete LLC.

RECOMMENDATION 1:
Staff recommends that Change Order 2 increasing contract K-2425-1 with Arroyo’s Concrete LLC. by $25,700.42, be approved.

RECOMMENDATION 2:
Staff further recommends final acceptance of the FYE 2025 Sidewalk Concrete Projects, Contract K-2425-1, and final payment to Arroyo’s Concrete LLC. in the amount of $45,357.67.

CHANGE ORDER
SUMMARY CITY OF
NORMAN
CLEVELAND COUNTY,
OKLAHOMA

CHANGE ORDER NO.__ 2__ DATE:__ June 27, 2025 _

CONTRACT NO.:__ ~~K-2324-2~~ K-2425-1 SUBMITTED BY: Steve Guizzo

PROJECT: FYE 2024 SIDEWALK CONCRETE PROJECTS

CONTRACTOR: Arroyo's Concrete LLC.
Address: 1233 SW 41st Street.
City, State, Zip: Oklahoma City, OK 73109

Original Completion Date: June 30, 2025

Previous Completion Date: June 30, 2025 ORIGINAL CONTRACT AMOUNT: $460,000.00

(Increase) this change order 0 Calendar days

New Completion Date__ June 30, 2025 PRESENT CONTRACT AMOUNT: $460,000.00

DESCRIPTION	DECREASE	INCREASE
See Attached "Change Order Detail"	$0.00	$25,700.42

This change order is for the installation and or modification of sidewalks at various locations throughout the City of Norman for additional work to support the 50/50 Sidewalk Replacement Program, funds in the amount of $89,731.65 are available in project TC0273.

NET CHANGE: $ 25,700.42

REVISED CONTRACT AMOUNT $485,700.42

CONTRACTOR: Emilio Arroyo DATE: 7/1/25

CITY ENGINEER: Tim Rakes DATE: 7/1/25

CITY ATTORNEY: Elizabeth Weitz DATE: 7/14/25

ACCEPTED BY:_____ DATE: _____
(Mayor)

CHANGE ORDER DETAIL
CHANGE ORDER NO. 2

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. 2
PROJECT NAME: FYE 2025 CONCRETE PROJECTS

	Description		

	FYE 2025 CITYWIDE SIDEWALK RECONSTRUCTION PROJECT		
	Acct. No. 050-90052-46101 Proj. No.TC00273		
Item	Description	Decrease	Increase
1	Unclassified Excavation Common		
	140 CY x $20.00/CY=		$2,800.00
2	Unclassified Borrow		
	38 CY x $30.00/CY=		$1,140.00
3	Solid Slab Sodding		
	250.316 SY x $14.00/SY=		$3,504.42
7	Removal of Concrete Sidewalk		
	100 SY x $15.00/SY=		$1,400.00
10	Removal of 9" to 12" Concrete Pavement		
	110 SY x $15.00/SY=		$1,650.00
12	Sawing Pavement		
	300 LF x $6.00/LF=		$1,800.00
13	Install 4" Concrete Sidewalk		
	49 SY x $70.00/SY=		$3,430.00
22	Installation of Concrete Sidewalk Ramps		
	8 SY x $150.00/SY=		$1,200.00
23	Detectable Warning Surface		
	10 SF x $40.00/SF=		$400.00
26	Concrete Curb (6" Barrier – Integral)		
	56 LF x $12.00/LF=		$672.00
27	Concrete Curb (8" Barrier – Integral)		
	157 LF x $12.00/LF=		$1,884.00
31	1/2" Joint Dowel		
	100 EA x $10.00/EA=		$1,000.00
34	Removal of Curb and Gutter		
	95 LF x $15.00/LF=		$1,425.00
35	Installation of Curb and Gutter		
	97 LF x $35.00/LF=		$3,395.00
	TOTAL PROJECT INCREASE		$25,700.42

File Attachments for Item:

13. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF BID 2425-55, CONTRACT K-2526-1, AND CHANGE ORDER ONE TO CONTRACT K-2526-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE, L.L.C., IN THE AMOUNT OF $605,887 FOR THE FYE 2026 SIDEWALK CONCRETE PROJECTS, PERFORMANCE BOND B-2526-1; STATUTORY BOND B-2526-2; MAINTENANCE BOND MB-2526-1, AND RESOLUTION R-2526-1 GRANTING TAX-EXEMPT STATUS.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Steve Guizzo, Engineering Assistant

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF BID 2425-55, CONTRACT K-2526-1, AND CHANGE ORDER ONE TO CONTRACT K-2526-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE, L.L.C., IN THE AMOUNT OF $605,887 FOR THE FYE 2026 SIDEWALK CONCRETE PROJECTS, PERFORMANCE BOND B-2526-1; STATUTORY BOND B-2526-2; MAINTENANCE BOND MB-2526-1, AND RESOLUTION R-2526-1 GRANTING TAX-EXEMPT STATUS.

BACKGROUND:

This project will provide funding to:

- assist property owners in repairing existing sidewalks and constructing 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;
- 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 at a later date. 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 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 Brookhaven Road and Heatherhill Court and Brookhollow Road and Cedarbrook Drive.

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 ramps at Brookhollow and Cedar Brook Drive, Boyd Street east of Wylie Road, and Robinson Street east of Meadow Ridge Road.

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 on University Boulevard, south of Comanche Street and on University Boulevard, south of Gray Street.

The **Sidewalks and Trails Program** constructs new sidewalk and trails throughout the city. This year these funds will be used to repair existing sidewalks and add new sidewalks to missing areas along Triad Village Drive.

The **Rock Creek Road Sidewalks** project is a new sidewalk on the south side of Rock Creek Road from Brookhaven Boulevard to 625 feet west of 36th Avenue NW tying into existing sidewalk and is being requested as change order 1 to this contract. This citizen-requested and fiscal year 2025-2026 (FYE2026) City Council-approved project provides ADA access to local businesses.

DISCUSSION:
The FYE 2026 Sidewalk Concrete Projects were publicly advertised on May 1, 2025, and May 8, 2025. Two contractors attended a pre-bid conference on May 15, 2025. Three bids were submitted and opened on June 29, 2025. The project was advertised in a local paper, in plan rooms and sent to our normal concrete contractors.

Tabulation of Bid Results

Contractor	Total
Arroyo's Concrete, LLC.	$558,887
Rudy Construction Co.	$599,410
JMB Concrete Const. Inc.	$660,170
Engineer's Estimate	$494,000

All bids submitted exceeded the engineer's estimate. The low bid by Arroyo's Concrete, LLC of Oklahoma City in the amount of $558,887 is $98,887, or 13.1%, more than the engineer's estimate and 21.5% over the budgeted amount of $460,000.

Staff has reviewed this bid and based on the current market and the work to be completed, found 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 $138,840 exceeds the FYE 2026 budget of $125,000 for this sub-project, which yields a deficit of $13,840, requiring a fund transfer within the program. Last year all funds in this program were used to assist 38 property owners to repair or replace sidewalks abutting their property. It is anticipated this program will assist the same amount or more property owners this year as we have already received 10 requests to participate in the program. The FYE 2025 program has an account balance of $63,909.39, of which $13,840 will be transferred to the FYE 2026 program to better serve the citizens of Norman.

The **"Sidewalk Accessibility Program"** was funded for $45,000 in FYE 2026 and the current bid of $59,500 exceeds the FYE 2026 budget. The FYE 2025 program has an account balance of $11,472.80 which is recommended to be transferred to this year's program, plus a transfer of $3,027.20 from City Sidewalk Reconstruction, Construction (Account 50590052-46101; Project TC0273) will cover the remaining cost of repairs for this program.

The **"Sidewalk Program for Schools and Arterials"** was funded for $100,000 in FYE 2026 and the bid of $115,525 yields a deficit of $15,525 (15.5%). 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. The FYE 2025 program has an account balance of $1,637.54 which is recommended to be transferred to this year's program plus a fund transfer in the amount of $13,887.46 from Citywide Sidewalk Reconstruction, Construction (Account 50590052-46101; Project TC0273).

The **"Sidewalks and Trails Program"** was funded for $140,000 in FYE 2026 and the bid of $181,536.00 yields a deficit of $41,536 (29.7%). This will require a fund transfer in the amount of $30,788.34 from City Sidewalk Reconstruction (Account 50590052-46101; Project TC0273) and $10,747.66 from Sidewalk Horizontal Saw Cutting Program, Construction (Account 50594407-46101; Project TC0155) which has a small surplus of funds from previous years.

The **"Downtown Area Sidewalks & Curbs"** sub-project was budgeted for $50,000 in FYE 2026 and the bid of $63,486.00 yields a deficit of $13,486 (27%). This will require a fund transfer in the amount of $2,366.99 from Citywide Sidewalk Reconstruction (Account 50590052-46101; Project TC0273). Also, the FYE 2025 Downtown Sidewalks program has an account balance of $11,119.61, which is recommended to be transferred to this year's program to fully fund this FYE 2026 project.

The **"Change Order 1, Rock Creek Road Sidewalks"** has been estimated using Arroyo's Concrete LLC bid for FYE 26 Concrete projects at $47,000. This project is recommended to be funded from Rock Creek: Grandview to 36th Avenue NW Widening, Construction (Account 50595552-46101; Project TR0094).

Several of the programs have exceed their budgeted amounts as discussed above. The selected projects are necessary, and funding is available to make up the shortfall. These programs are recommended to be funded through transfers of project allocations as discussed above and summarized in the following table:

Project	Number and Account	FYE 2026 Program Budget	Remaining FYE 25 Funds	Bid Amount	Funds Brought Forward for FYE 26 Project	Funds Transferred Amount and Account
Citywide Sidewalk Reconstruction 50/50 Program	TC0273 ACCT#50590052-46101	$125,000.00	$63,909.39	$138,840.00	$13,840.00	
Sidewalk Accessibility Program	TC0238 ACCT#50593316-46101	$45,000.00	$11,472.80	59,500.00	$11,472.80	From TC0273 $3,027.20
Sidewalk Program for Schools and Arterials	TC0249 ACCT#50593317-46101	$100,000.00	$1,637.54	$115,525.00	$1,637.54	From TC0273 $13,887.46
Sidewalks and Trails Program	TC0262 ACCT#5051179-46101	$140,000.00		$181,536.00		From TC0273 $30,788.34 TC0155 $10,747.66
Downtown Area Sidewalks and Curbs	TC0274 ACCT#50597716-46101	$50,000.00	$11,119.61	$63,486.00	$11,119.61	From TC0273 $2,366.39
C.O.#1 Sidewalk on Rock Creek west of 36th Ave NW	TR0094 ACCT# 0595552-46101			$47,000.00 Available in TR0094		
Total:		**$460,000.00**	**$88,139.34**	**$605,887.00**	**$38,069.95**	**$60,817.05**

If approved, construction of the FYE 2026 Sidewalk Concrete Projects will begin on or around July 28, 2025. The construction time for this project is 337 days with a completion date of June 30, 2026.

RECOMMENDATION 1:
City staff recommends the approval of Contract K-2526-1 with Arroyo's Concrete, LLC. in the amount of $558,887 for construction of the FYE 2026 Sidewalk Concrete Projects.

RECOMMENDATION 2:
Staff further recommends that, upon approval of Contract K-2526-1, the following bonds be approved:

Performance Bond B-2526-1
Statutory Bond B-2526-2
Maintenance Bond MB-2526-1

RECOMMENDATION 3:
Staff further recommends that, upon approval of Contract K-2526-1, Arroyo's Concrete, LLC. be authorized as Project Agent via Resolution R-2526-1 to avoid the payment of sales tax on materials purchases related to the projects.

RECOMMENDATION 4:
Staff further recommends that, upon approval of Contract K-2526-1, transfers be approved as outlined in the Discussion above to fund this year's projects as shown, utilizing funds within the overall program left over from last year.

RECOMMENDATION 5:
Staff further recommends that, upon approval of Contract K-2526-1, Change Order 1 be approved in the amount of $47,000 for the Rock Creek Road Sidewalk project.

CONTRACT

THIS CONTRACT made and entered into this_____day of_____, 20 , by and between Arroyo's Concrete LLC as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

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

BID 2425-55 FYE 2026 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) five hundred fifty-eight thousand.Eight hundred eighty-seven dollars (DOLLARS);

(NUMERALS) ($ 558,887.00) .

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:

I) 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.

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 2026 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 28, 2026

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

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

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

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

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

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

any compensation therefore whatsoever.

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

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

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

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

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

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

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

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

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

Emilio Arroyo
Contractor

Subscribed and sworn to before me this 08 day of July, 20 25.

NOTARY PUBLIC Expires 02/21/2027 Maria Fernanda Arroyo My Commission 24001837 STATE OF OKLAHOMA

Maria Fernanda Arroyo
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the_____day of_____20___, and the_____day of _____, 20___.

(Corporate Seal) (where applicable)

Principal

ATTEST:
Authorized Representative

Signed: Vero Campos

Title: Manager

_____
Corporate Secretary (where applicable)

Address 1233 SW 41ST ST OKC, OK 73109

Telephone: 405-637-9818

CITY OF NORMAN:

Approved as to form and legality this 14 day of July 20 25.

Elisabeth Muckala
City Attorney

Approved by the Council of the City of Norman, this_____day of_____, 20___.

ATTEST:

_____ _____
City Clerk Mayor
Stephen T. Holman

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Veronica Arroyo, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Arroyo's Concrete LLC to submit the above Contract to the City of Norman, Oklahoma.

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

Emilio Arroyo
Contractor

Subscribed and sworn to before me this 08 day of July, 20 25

Maria Fernanda Arroyo
Notary Public

My Commission Expires:

02/21/2027

NOTARY PUBLIC
Expires
02/21/2027
Maria Fernanda Arroyo
My Commission
19001887
STATE OF OKLAHOMA

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 Five Hundred Fifty-Eight Thousand, Eight Hundred Eighty-Seven Dollars and Zero Cents, such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of Eighty-Three Thousand, Eight Hundred Thirty-Three Dollars and Five Cents, such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of one year thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

BID 2425-55 FYE 2026 SIDEWALK CONCRETE PROJECTS

has entered into a written CONTRACT (K-2526-1) 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.

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)

Arroyo's Concrete, LLC

Principal Signed: _____

Authorized Representative

Title: Manager

Address: 1233 SW 41st Street

Oklahoma City, OK 73109

Telephone: 405.887.4526

(Corporate Seal) (where applicable)

ATTEST:

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Surety: RLI Insurance Company

Signed: _____

Authorized Representative

Printed: Amy Winters

Authorized Representative

Title: Attorney-In-Fact

Address: 910984 S Moccasin Trl., Chandler, OK 74834

Telephone: 918.399.3545

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-2526-1
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, 2025, by Veronica Arroyo Manager (Name and Title) of Arroyos Concrete, a(n) corporation.

WITNESS my hand and seal this 8th day of July, 2025.

Maria Fernanda Arroyo
Notary Public

My Commission Expires:
02/21/2027

NOTARY PUBLIC
Expires
02/21/2027
Maria Fernanda Arroyo
My Commission
19001887
STATE OF OKLAHOMA

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 14 day of July, 2025

Elisabeth Muckala
City Attorney

Approved by the Council of the City of Norman this_____day of_____, 20___.

ATTEST:

_____ _____
City Clerk Mayor Stephen T. Holman

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 Five Hundred Fifty-Eight Thousand, Eight Hundred Eighty-Seven Dollars and Zero Cents DOLLARS, ($ 558,887.00), 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 2425-55 FYE 2026 SIDEWALK CONCRETE PROJECTS

has entered into a written CONTRACT (K-2526-1) 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_.

(Corporate Seal) (where applicable)

ATTEST:

_____

Corporate Secretary (where applicable)

Arroyo's Concrete, LLC

Principal Signed: _____
Authorized Representative

Title: Manager

Address: 1233 SW 41st Street

Oklahoma City, OK 73109

Telephone: 405.887.4526

(Corporate Seal) (where applicable)

ATTEST:

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Surety: RLI Insurance Company

Signed: _____
Authorized Representative

Printed: Amy Winters
Authorized Representative

Title: Attorney-In-Fact

Address: 910984 S Moccasin Trl., Chandler, OK 74834

Telephone: 918.399.3545

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, 2025, 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, 2025

Maria Fernanda Arroyo
Notary Public

My Commission Expires:
02/21/2027

NOTARY PUBLIC Expires 02/21/2027 Maria Fernanda Arroyo My Commission 19001887 STATE OF OKLAHOMA

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 14 day of July, 2025.

Elizabeth Muckala
City Attorney

Approved by the Council of the City of Norman this_____day of_____, 20___.

ATTEST:

_____ _____
City Clerk Mayor Stephen T. Holman

Performance Bond No. B-2526-1
Page 3 of 3

STATUTORY BOND

Know all men by these presents that Arroyo's Concrete, LLC as PRINICPAL, 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 Five Hundred Fifty-Eight Thousand, Eight Hundred Eighty-Seven Dollars and Zero Cents DOLLARS ($ 558,887.00), 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 2425-55 FYE 2026 SIDEWALK CONCRETE PROJECTS

has entered into a written CONTRACT (K-2526-1) 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)

Arroyo's Concrete, LLC
Principal
Signed: _____
Authorized Representative
Title: Manager

Address: 1233 SW 41st Street

Oklahoma City, OK 73109

Telephone: 405.887.4526

Statutory Bond No. B-2526-2
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Surety: RLI Insurance Company

Signed: Amy Winters
Authorized Representative

Printed: Amy Winters
Authorized Representative

Title: Attorney-In-Fact

Address: 910984 S Moccasin Trl., Chandler, OK 74834

Telephone: 918.399.3545

CORPORATE 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:

_____

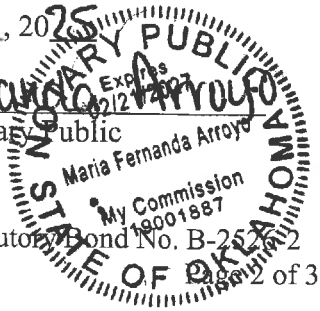
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 8th day of July, 2025 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, 2025

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 14 day of July, 2025.

Elizabeth Muckala
City Attorney

Approved by the Council of the City of Norman this_____day of_____, 20___.

ATTEST:

_____ _____
City Clerk Mayor Stephen T. Holman

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Barry Herring, Amy Winters, 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 30th day of June, 2025.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Eric Raudins — Sr. Vice President

State of Ohio
County of Cuyahoga } SS

On this 30th day of June, 2025, 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 8th day of July, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

35E5388020212

A0058D19

CHANGE ORDER
SUMMARY CITY OF
NORMAN
CLEVELAND COUNTY,
OKLAHOMA

CHANGE ORDER NO. 1 DATE: June 27, 2025

CONTRACT NO.: K-2526-1 SUBMITTED BY: Steve Guizzo

PROJECT: FYE 2026 SIDEWALK CONCRETE PROJECTS

CONTRACTOR: Arroyo's Concrete LLC.
Address: 1233 SW 41st Street.
City, State, Zip: Oklahoma City, OK 73109

Original Completion Date: June 30, 2026

Previous Completion Date: June 30, 2026 ORIGINAL CONTRACT AMOUNT: $558,887.00

(Increase) this change order 0 Calendar days

New Completion Date June 30, 2026 PRESENT CONTRACT AMOUNT: $558,887.00

DESCRIPTION	DECREASE	INCREASE
See Attached "Change Order Detail"	$0.00	$47,000.00

This change order is for the installation and or modification of sidewalks along the south side of Rock Creek Road from Brookhaven Boulevard to 625' west of 36th Avenue NW tying into existing sidewalk Replacement Program, funds are available in project TR0094, Account # 50595552-46101, Rock Creek: Grandview to 36th Avenue NW Widening.

NET CHANGE: $ 47,000.00

REVISED CONTRACT AMOUNT $605,887.00

CONTRACTOR: Emilio Arroyo DATE: 7/1/25

CITY ENGINEER: Tim Rehm DATE: 7/1/25

CITY ATTORNEY: Elizabeth Weitman DATE: 7/14/25

ACCEPTED BY: _____ DATE: _____
(Mayor)

CHANGE ORDER DETAIL
CHANGE ORDER NO. 2

City of Norman
Cleveland Co.,
Oklahoma

Project Name: FYE 2026 SIDEWALK CONCRETE PROJECTS
Design Engineer/Manager: STEVE GUIZZO

Address/Phone: 225 N WEBSTER AVE.
NORMAN, OK 73070

405.366.5315

Project Account Number's: TR0094

Contract No. K-2526-1

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. 1
PROJECT NAME: FYE 2026 CONCRETE PROJECTS

Rock Creek Rd. from Brookhaven Boulevard to 625' west of 36th Ave NW

Item	Description	Unit	Unit Price	Quantity	Sub-Total

1	Unclassified Excavation Common	C.Y.	$30.00	51	$1,530.00
2	Unclassified Borrow	C.Y.	$30.00	51	$1,530.00
3	Solid Slab Sodding	S.Y.	$14.00	200	$2,800.00
4	Remove Tree 6" to 15" in Dia.	EA.	$800.00	2	$1,600.00
5	Remove Tree 16" to 24" in Dia.	EA.	$1,200.00	0	$0.00
6	Remove Tree 25" or more in Dia.	EA.	$2,100.00	0	$0.00
7	Removal of Concrete Sidewalk (4" to 6" Thick)	S.Y.	$17.00	20	$340.00
8	Removal of Concrete Pavement (6" thick)	S.Y.	$18.00	0	$0.00
9	Removal of Concrete Pavement with Reinforcing Steel (6" thick)	S.Y.	$18.00	0	$0.00
10	Removal of Concrete Pavement (9" Thick)	S.Y.	$18.00	0	$0.00
11	Removal of Asphalt Pavement (6" Thick)	S.Y.	$18.00	0	$0.00
12	Sawing Cutting Pavement/Sidewalk	L.F.	$7.00	200	$1,400.00
13	Installation of 4" Concrete Sidewalk	S.Y.	$75.00	340	$25,500.00
14	Install Brick Pavers with Sand Base	S.Y.	$120.00	0	$0.00
15	Removal of Cross Tie Retaining Wall	L.F.	$20.00	0	$0.00
16	Removal of Concrete Retaining Wall	L.F.	$18.00	0	$0.00
17	Installation of Cross Tie Retaining Wall (2' ft high)	L.F.	$85.00	0	$0.00
18	Installation of Concrete Retaining Wall	C.Y.	$800.00	0	$0.00
19	Installation of Manufactured Concrete Block Wall (ft/course laid)	L.F.	$80.00	0	$0.00
20	Flowable Fill	C.Y.	$220.00	0	$0.00
21	Installation of 6" Thick Concrete (H.E.S. 3000 PSI)	S.Y.	$80.00	0	$0.00
22	Installation of Sidewalk Ramps to Include 6" Thick and 6" Curbs	S.Y.	$200.00	40	$8,000.00
23	Installation of Detectable Warning Surface	S.F.	$40.00	40	$1,600.00
24	Installation of Asphalt Concrete Type B	TON	$220.00	0	$0.00
25	Installation of Pedestrian Concrete Slab Bridge	S.Y.	$340.00	0	$0.00
26	Installation of Conc. Curb (6" Barrier – Integral)	L.F.	$12.00	100	$1,200.00
27	Installation of Conc. Curb (8" Barrier – Integral)	L.F.	$12.00	0	$0.00
28	Adjust Valve Boxes to Grade	EA.	$250.00	2	$500.00
29	Adjust Water Meter or Signal Boxes to Grade	EA.	$250.00	0	$0.00
30	Relocate Water Meter and Box	EA.	$3,200.00	0	$0.00
31	1/2" Joint Dowel	EA.	$10.00	100	$1,000.00
32	Reinforcing Steel (Grade 60)	LBS.	$4.00	0	$0.00
33	Installation of 4" Pipe Underdrain	L.F.	$36.00	0	$0.00
34	Removal of Curb and Gutter	L.F.	$18.00	0	$0.00
35	Installation of Curb and Gutter	L.F.	$40.00	0	$0.00
36	Installation of Gaurdrail/Handrail Assembly	L.F.	$250.00	0	$0.00
37	Installation of Chain Link Fabric	S.F.	$18.00	0	$0.00
38	Relocation of Irrigation System Piping	L.F.	$18.00	0	$0.00
39	Relocation of Existing Sprinkler Head	EA.	$50.00	0	$0.00
40	Installation of New Sprinkler Head	EA.	$50.00	0	$0.00
42	Pedestrian Push Buttom Cross Walk Actuator and Pole	EA.	$10,000.00	0	$0.00

43	Cross Walk Markings Removal and Replacement	L.F.	$10.00	0	$0.00
44	Remove and Salvage Signage	E.A.	$250.00	0	$0.00
45	Installation of Salvaged Signage	E.A.	$350.00	0	$0.00
47	Traffic Control	L.S.	$0.00	0	$0.00
				Sub Total	$47,000.00

Total Estimated Cost **$47,000.00**

Resolution

R-2526-1

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 2026 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 2026 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 for the FYE 2026 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 22nd day of July, 2025, did appoint Arroyo's Concrete, L.L.C., who is involved with the FYE 2026 Sidewalk Concrete Projects for the City of Norman, 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 2026 Sidewalk Concrete Projects for the City of Norman.

PASSED AND ADOPTED THIS 22nd day of July 2025.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk

File Attachments for Item:

14. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF BID 2425-59, CONTRACT K-2526-4, AND CHANGE ORDER ONE TO CONTRACT K-2526-4: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND G&S SIGN SERVICES, L.L.C., IN THE AMOUNT OF $209,875 FOR THE INSTALLATION OF WAYFINDING SIGNS PHASE 4 ON 36th AVENUE WEST AND THE PORTER AVENUE/CLASSEN BOULEVARD CORRIDOR AS WELL AS MAINTENANCE BOND MB-2526-3, PERFORMANCE BOND B-2526-5, STATUTORY BOND B-2526-6, RESOLUTION R-2526-10 GRANTING TAX EXEMPT STATUS.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 7/22/2025

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF BID 2425-59, CONTRACT K-2526-4, AND CHANGE ORDER ONE TO CONTRACT K-2526-4: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND G&S SIGN SERVICES, L.L.C., IN THE AMOUNT OF $209,875 FOR THE INSTALLATION OF WAYFINDING SIGNS PHASE 4 ON 36th AVENUE WEST AND THE PORTER AVENUE/CLASSEN BOULEVARD CORRIDOR AS WELL AS MAINTENANCE BOND MB-2526-3, PERFORMANCE BOND B-2526-5, STATUTORY BOND B-2526-6, RESOLUTION R-2526-10 GRANTING TAX EXEMPT STATUS.

BACKGROUND:

It is important to establish a sense of entry that indicates arrival in a special place. This applies to all of the gateways into the City of Norman. For Norman, wayfinding can be a community-wide initiative that directs travelers to the downtown area as well as to many of the other amenities of the community. The concepts of attracting businesses, residents, and visitors/tourists are closely linked to creating an aesthetically pleasing area from an architectural, streetscape and beautification standpoint.

Located within the Oklahoma City metropolitan area, Norman is the third largest city in the State of Oklahoma with over 130,000 residents. In addition, Norman is home to the University of Oklahoma. The size of the City coupled with the location of the University make Norman a destination for many tourists, visitors, and commuters.

In December 2013, City Council adopted the Norman Signage and Wayfinding Plan. This was adopted as the first phase of an overall plan for the City of Norman. The Norman Signage and Wayfinding Plan involved significant public input into potential destinations, potential districts, development of a hierarchy of destinations, and preliminary input into sign colors and fonts. One of the conclusions of the Norman Signage and Wayfinding Plan was to embark on a follow-up process to include the “fabrication and installation of a pilot project that will help to refine the detailed design of the system components”.

In 2022, the Wayfinding Phase 1 project was completed on Lindsey Street, Chautauqua Avenue, Jenkins Avenue, and around the Municipal Complex. In March 2024, the Wayfinding Phase 2 project was completed on Flood Avenue, Tecumseh Road, and Robinson Street. In January 2025, the Wayfinding Phase 3 project was completed on 24th Avenue West, 12th Avenue East, Tecumseh Road, and a portion of Classen Boulevard. Following completion of Phase 3, staff began working with our consultant, Kimley-Horn, on a Phase 4 project that would place Wayfinding signs on 36th Avenue West and the Porter Avenue/Classen Boulevard corridor. A map of the proposed sign locations in Phase 4 is attached.

DISCUSSION:

A bid package was assembled and sent out to qualified contractors with advertisement in the local newspaper, as well. Bids were received on June 24, 2025. Only one of the four qualified contractors submitted bids on the project. A copy of the Bid Record is attached. Upon opening the bids, G&S Sign Services, LLC was the apparent low bidder at $209,875.

A capital project for Lindsey Street/Municipal Complex Wayfinding was approved by City Council. This project currently has a Construction balance of $242,880 (Account 50596611-46201; Project TR0114), more than sufficient to cover the proposed $209,875 costs associated with Contract K-2526-4, Maintenance Bond MB-2526-3, Performance Bond B-2526-5, and Statutory Bond B-2526-6. Resolution R-2526-10 provides tax exempt status, to avoid the payment of sales tax on materials purchases related to the project. Finally, Change Order 1, in the amount of $4,347, will modify seven existing Wayfinding signs to add the Moore Lindsey Historical House Museum to our existing Wayfinding signs. The cost of Change Order 1, when added to the cost bid for Phase 4 brings the total contract amount to $214,222.

RECOMMENDATION:

Staff recommends the authorization to spend $214,222 as outlined above from Lindsey Street/Municipal Complex Wayfinding, Construction (Account 50596611-46201; Project TR0114) along with approval of Contract K-2526-4 and associated bonds (Maintenance Bond MB-2526-3, Performance Bond B-2526-5, Statutory Bond B-2526-6), Resolution R-2526-10 for tax exempt status, and Change Order 1 with G&S Sign Services to complete the Wayfinding Phase 4 project on 36th Avenue West and the Porter Avenue/Classen Boulevard corridor.

Reviewed by: Scott Sturtz, Director of Public Works
Clint Mercer, Chief Accountant
Anthony Francisco, Director of Finance
Jane Hudson, Director of Planning and Community Development
Rick Knighton, City Attorney
Darrel Pyle, City Manager

K-2526-4

CONTRACT

THIS CONTRACT made and entered into this 23rd day of June, 2025, by and between G&S Sign Services, LLC as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

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

WAYFINDING PHASE 4 PROJECT ON 36th AVE WEST AND THE PORTER AVE/CLASSEN BLVD IN THE CITY OF NORMAN

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 on 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: Two Hundred Nine Thousand Eight Hundred Seventy Five Dollars ($ 209,875.00);

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 Notice to Bidders, Instruction 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.

2) The CITY shall make payments minus a retainage as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day

of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

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

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

3) It is further agreed that the CONTRACTOR will commence said work within 5 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same 120 calendar days following receipt of said NOTICE-TO-PROCEED.

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 arise at 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) That the CITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.

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 work are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefor 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 therefor by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions 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.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) duplicate originals, the day and year first above written.

12) Neither party may assign this contract without written permission of the other party.

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 the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations

K-2526-4

of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

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

STATE OF Oklahoma)
COUNTY OF Oklahoma)

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

Submitted and sworn to before me this 23rd day of June, 2025.

Notary Public

My Commission Expires:

9-12-2027

SHANNON MARIE HASH
Notary Public, State of Oklahoma
Commission # 23012344
My Commission Expires 09-12-2027

K-2526-4

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 23rd day of June, 20 25, and the 23rd day of June, 2025.

(Corporate Seal) (where applicable)

Jim Gleason
Principal

ATTEST:

Signed:
Authorized Representative
Owner /Member
Title

Corporate Secretary (where applicable)

Address: 1634 SE 23rd St
Oklahoma City, OK 73129

Telephone: 405-604-3636

CITY OF NORMAN

Approved as to form and legality this 9 day of July, 2025

City Attorney

Approved by the City of Norman this _____ day of _____, 20__.

ATTEST:

City Clerk

Mayor Stephen T. Holman

K-2526-4

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF Oklahoma)

Jim Gleason, of lawful age, being first duly sworn, o oath says that (s)he is the Agent authorized by the Firm of G&S Sign Services ,LLC to submit the above Contract to the City of Norman, Oklahoma.

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

CONTRACTOR

Subscribed and sworn to before me this 23rd day of June, 2025.

Notary Public

My Commission Expires: 9-12, 2025.

SHANNON MARIE HASH
Notary Public, State of Oklahoma
Commission # 23012344
My Commission Expires 09-12-2027

K-2526-4

AFFIDAVIT OF NON-COLLUSION

STATE OF Oklahoma)

COUNTY OF Oklahoma)

Jim Gleason, 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.

G&S Sign Services, LLC
Bidder

By: _____

Subscribed and sworn to before me on this 23rd day of June, 2025

_____

My Commission Expires 9-12-2027

SHANNON MARIE HASH
Notary Public, State of Oklahoma
Commission # 23012344
My Commission Expires 09-12-2027

K-2526-4

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.

K-2526-4

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.

G&S Sign Services, LLC
Contractor

ATTEST:

Name and Title Jim Gleason / Owner/Member

Bond No. SUR5000230

PERFORMANCE BOND

Know all men by these presents, that G & S Sign Services, LLC as PRINCIPAL, and Frankenmuth Insurance Company, a corporation organized under the laws of the State of Michigan, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Two Hundred Nine Thousand Eight Hundred Seventy Five & 00/100— DOLLARS, ($ 209,875.00), 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:

WAYFINDING PHASE 4 PROJECT ON 36th AVE WEST AND ON THE PORTER AVE/CLASSEN BLVD CORRIDOR IN THE CITY OF NORMAN

has entered into a written CONTRACT (K-2526-4) with THE CITY OF NORMAN, dated June 23, 2025, 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 form all loss, damage, and expenses to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless form 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 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 8th day of July, 2025, 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 8th day of July, 20 25.

(Corporate Seal) (where applicable)

G & S Sign Services, LLC
Principal

ATTEST:

Signed:
Authorized Representative
Member
Title
Address: 1634 SE 23rd St
Telephone: 405-604-3636

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

Frankenmuth Insurance Company
Surety

ATTEST:

Signed: Becky Killman
Authorized Representative Becky Killman

Callie Woodard
Corporate Secretary (where applicable)
Callie Woodard, Witness

Attorney-in-Fact
Title
Address: 9401 Cedar Lake Avenue
Oklahoma City, OK 73114
Telephone: 405-418-8600

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 10 day of JULY, 2025, by Jim Gleason, Member (Name & Title) of G&S Sign Services, a LLC corporation, on behalf of the corporation.

WITNESS my hand and seal this 10th day of July, 2025.

Shanna Marie Hash
Notary Public

SHANNON MARIE HASH
Notary Public, State of Oklahoma
Commission # 23012344
My Commission Expires 09-12-2027

My Commission Expires: 9-12-2027

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____ (Name & Title) of _____, a _____.

WITNESS my hand and seal this ____day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____ (Name & 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 11 day of July, 2025.

Elizabeth Muckala
CITY Attorney

Approved by the CITY OF NORMAN this____ day of _____, 20__.

ATTEST:

_____
City Clerk

_____
Mayor Stephen T. Holman

Bond No. SUR5000230

STATUTORY BOND

Know all men by these presents that G & S Sign Services, LLC, as PRINCIPAL, and Frankenmuth Insurance Company, a corporation organized under the laws of the State of Michigan, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Two Hundred Nine Thousand Eight Hundred Seventy Five & 00/100--- DOLLARS ($ 209,875.00), 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:

WAYFINDING PHASE 4 PROJECT ON 36th AVE WEST AND ON THE PORTER AVE/CLASSEN BLVD CORRIDOR IN THE CITY OF NORMAN

has entered into a written CONTRACT (K-2526-4) with THE CITY OF NORMAN, dated June 23, 2025, 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 an parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes and 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. 1981 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 8th day of July, 2025, 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 8th day of July, 2025

(Corporate Seal) (where applicable)

ATTEST:

G & S Sign Services, LLC
Principal
Signed:

Frankenmuth Insurance Company
Surety
Becky Kellman
Becky Killman
Attorney-in-Fact

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 10 day of JULY, 2025, by Jim Gleason, member (Name and Title) of G+S Sign Services, a LLC corporation, on behalf of the corporation.

WITNESS my hand and seal this 10th day of July, 2025.

Shanna Marie Hash
Notary Public

SHANNON MARIE HASH
Notary Public, State of Oklahoma
Commission # 23012344
My Commission Expires 09-12-2027

My Commission Expires: 9-12-2027

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____
(Name and Title) of _____,

WITNESS my hand and seal this ____day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged 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 _____

_____
Notary Public

My Commission Expires:_____

CITY OF NORMAN

Approved as to form and legality this 11 day of July, 2025

Elisabeth Muckala
City Attorney

Approved by the CITY OF NORMAN this ____ day of _____, 20__.

ATTEST:

_____ _____

City Clerk

Mayor
Stephen T. Holman

Bond No. SUR5000230

CITY OF NORMAN
MAINTENANCE BOND

Know all men by these present that G & S Sign Services, LLC, as Principal, and Frankenmuth Insurance Company, a corporation organized under the laws of the State of Michigan, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto the CITY OF NORMAN, OKLAHOMA, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Two Hundred Nine Thousand Eight Hundred Seventy Five & 00/100--- DOLLARS ($ 209,875.00), 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:

WAYFINDING PHASE 4 PROJECT ON 36th AVE WEST AND ON THE PORTER AVE/CLASSEN BLVD CORRIDOR IN THE CITY OF NORMAN

has entered into a written CONTRACT (K-2526-4) with THE CITY OF NORMAN, dated June 23, 2025, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference 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 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. 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.

If 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.

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 8th of July, 2025 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 July 8, 2025.

(Corporate Seal) (where applicable)

G & S Sign Services, LLC
Principal

ATTEST:

Signed: _____
Authorized Representative
Member
Title
Address: 1634 SE 23rd St
Telephone: 405-604-3636

_____
Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

Frankenmuth Insurance Company
Surety

ATTEST:

Signed: _____
Authorized Representative Becky Killman

Callie Woodard
~~Corporate Secretary~~ (where applicable)
Callie Woodard, Witness

Attorney-in-Fact
Title 9401 Cedar Lake Ave
Address: Oklahoma City, OK 73114
Telephone: 405-418-8600

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 10 day of JULY, 2025, by Jim Gleason, Member (Name & Title) of G&S Sign Services, a LLC corporation, on behalf of the corporation.

WITNESS my hand and seal this 10th day of July, 2025.

_____
Notary Public

SHANNON MARIE HASH
Notary Public, State of Oklahoma
Commission # 23012344
My Commission Expires 09-12-2027

My Commission Expires: 9-12-2027

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____ of _____, (Name and Title) of _____.

WITNESS my hand and seal this ____day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____ 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 11 day of July, 20 25

Elisabeth Muckala
City Attorney

Approved by the CITY OF NORMAN this____ day of _____, 20___.

ATTEST:

_____
City Clerk

_____
Mayor Stephen T. Holman

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Travis Brown, Dwight Pilgrim, Josh Bryan, Debbie Raper, Shelli Samsel, Vicki Wilson, Aaron Woolsey, Carey Kennemer, Becky Killman

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

> "**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17 day of November, 2023.

Frankenmuth Insurance Company

By _____
Andrew H. Knudsen
President, Chief Operating Officer and Secretary

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 17 day of November, 2023.

_____ (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Chief Executive Officer of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 8th day of July, 2025.

_____
Frederick A. Edmond, Jr.
Chief Executive Officer

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO.: 1 **DATE:** July 22, 2025

CONTRACT NO.: K-2526-4 **SUBMITTED BY:** David R. Riesland

PROJECT: Wayfinding Phase 4 on 36th Ave West and the Porter Ave/Classen Blvd Corridor

CONTRACTOR: G&S Sign Services
(Name)
1634 SE 23rd Street, Oklahoma City, OK 73129 (405) 604-3636
(Mailing Address)

Original Completion Date Notice to Proceed 7/22/25

Previous Completion Date N/A **ORIGINAL CONTRACT AMOUNT** $209,875.00

Contract time remains unchanged (60 calendar days).
Revised total is 60 calendar days.

New Completion Date December, 2025 **PRESENT CONTRACT AMOUNT $209,875.00**

DESCRIPTION	DECREASE	INCREASE
See change order detail	$0.00	$4,347.00

NET CHANGE $ 4,347.00

REVISED CONTRACT AMOUNT $ 214,222.00

CONTRACTOR: [signature] **DATE:** 6/26/2025

ARCHITECT / ENGINEER: [signature] **DATE:** 6/26/2025

CITY ATTORNEY: [signature] **DATE:** 7/14/25

ACCEPTED BY: _____ **DATE:** _____
(Mayor)

CHANGE ORDER DETAIL
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

Project Name Wayfinding Phase 4 (36th Ave W & Porter/Classen) **Design Engineer:** Kimley-Horn
Address / Phone: 14101 Wireless Way, Bldg A, Suite 150, Oklahoma City, OK 73134 / (405) 438-0356

Project Account No. 50596611-46101 (Wayfinding Phase 1 Construction – Project No. TR0014)

Contract No. K-2526-4

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 readvertising for bids on the incomplete portions of the contract.

G. All change orders shall contain a unit price and total for each of the following items:
1. All materials with cost per item;
2. Itemization of all labor with number of hours per operation and cost per hour;
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;
4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
5. Profit for the contractor.

H. 1. 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.

2. 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 G of this section.

I. 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.

DETAILED COST ITEMIZATION

CHANGE ORDER NO. 1

PROJECT NAME Wayfinding Phase 4 (36th Ave W & Porter/Classen Corridor)

Contract No. K-2526-4

ITEM	DESCRIPTION	DECREASE	INCREASE
1	Replace vinyl on seven existing Supports to add the Moore Lindsey Historical House Museum to Existing Wayfinding signs		$4,347.00
	TOTAL	$0.00	$4,347.00

Resolution

R-2526-10

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING G&S SIGN SERVICES, L.L.C., AS PROJECT AGENT FOR THE INSTALLATION OF WAYFINDING SIGNS PHASE 4 ON 36th AVENUE WEST AND THE PORTER AVENUE/CLASSEN BOULEVARD CORRIDOR 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 G&S Sign Services, L.L.C., for the installation of Wayfinding Signs Phase 4 on 36th Avenue West and the Porter Avenue/Classen Boulevard Corridor; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on G&S Sign Services, 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, G&S Sign Services, L.L.C., to purchase materials which are in fact used for the installation of Wayfinding Signs Phase 4 at various locations along 36th Avenue West and the Porter Avenue/Classen Boulevard Corridor; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that G&S Sign Services, 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:

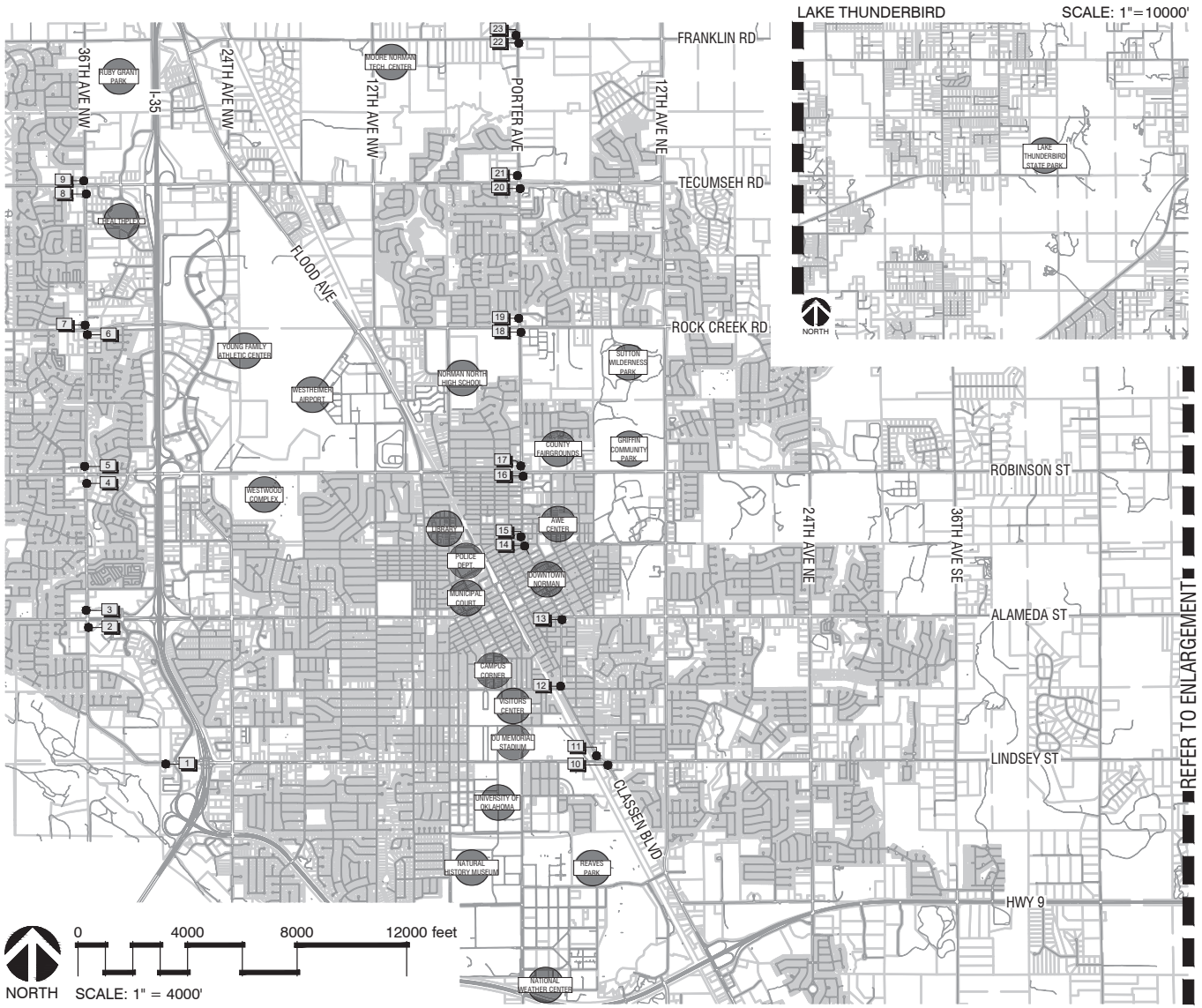
§ 4. That the City of Norman, Oklahoma, on the 22nd day of July, 2025, did appoint G&S Sign Services, L.L.C., who is involved with the installation of Wayfinding Signs Phase 4 on 36th Avenue West and the Porter Avenue/Classen Boulevard Corridor, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the installation of Wayfinding Signs at various locations along 36th Avenue West and the Porter Avenue/Classen Boulevard Corridor.

PASSED AND ADOPTED THIS 22nd day of July 2025.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk



No.	REVISIONS	DATE	BY

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
4727 Gaillardia Pkwy Suite 250, Oklahoma City, OK 73142
PHONE: 405-241-5423 FIRM No. 2740, Exp. 06/31/25
WWW.KIMLEY-HORN.COM

KH PROJECT:	061298805
DATE:	2025-05-02
SCALE:	AS SHOWN
DESIGNED BY:	DAS
DRAWN BY:	CWD
CHECKED BY:	DAS

NORMAN WAYFINDING (PHASE 4)

PREPARED FOR
CITY OF NORMAN
NORMAN, OK

STATE OF OKLAHOMA · DARREN SCOTT · #362 · LICENSED LANDSCAPE ARCHITECT
5-2-25

OVERALL SIGN LOCATION PLAN

SHEET NUMBER
SL-100

BID RECORD
City of Norman

BID: 2425-59

TITLE: Wayfinding Phase 4 Project

DATE:06/24/205

BIDDER NAME	Total Delivered Price				
1. G&S Sign Services (OKC)	$ 209,875.00	$	$	$	$
2.	$	$	$	$	$
3.	$	$	$	$	$
4.	$	$	$	$	$
5.	$	$	$	$	$
6.	$	$	$	$	$
7.	$	$	$	$	$
8.	$	$	$	$	$
9.	$	$	$	$	$
10.	$	$	$	$	$
11.	$	$	$	$	$
12.	$	$	$	$	$
13.	$	$	$	$	$

Received and Opened by: Fred Dulle

Date: 6-24-2025

File Attachments for Item:

15. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-5: BY AND BETWEEN THE CITY OF NORMAN AND THUNDERBIRD CLUBHOUSE BOARD, INC., IN THE AMOUNT OF $50,000 FOR THE COORDINATION OF ACTIVITIES FOR THE OK504 NORMAN/CLEVELAND COUNTY CONTINUUM OF CARE.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Lisa Krieg

PRESENTER: Lisa Krieg, CDBG Grants Manager

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-5: BY AND BETWEEN THE CITY OF NORMAN AND THUNDERBIRD CLUBHOUSE BOARD, INC., IN THE AMOUNT OF $50,000 FOR THE COORDINATION OF ACTIVITIES FOR THE OK504 NORMAN/CLEVELAND COUNTY CONTINUUM OF CARE.

BACKGROUND:

The Continuum of Care (CoC) program was authorized within the McKinney-Vento Homeless Assistance Act of 2009 and is funded by the U.S. Department of Housing and Urban Development. To be eligible for federal funding the program requires coordination of homelessness activities within a defined geographic area, and the City of Norman is located in the Cleveland County Continuum of Care. The program requires that a Collaborative Applicant be established for the geographic area by the relevant parties of the geographic area with the specific duties to:

- Design a collaborative process for the development of an application(s) for funding, and for evaluating the outcomes for projects for which funding is awarded in such a manner as to provide information necessary to determine compliance with:
  - Program requirements of potential funding,
  - Selection criteria for funding,
  - Establishment of priorities for funding projects for the geographic area involved.
- Participation in the Consolidated Plan for the Geographic Area(s) served by the Continuum.
- Ensure operation of, and consistent participation by, project sponsors in a community wide homeless management information system (HMIS), that
  - Collects unduplicated counts of individuals and families experiencing homelessness
  - Analyzes patterns of use of assistance provided for the geographic area involved
  - Provides information to project sponsors and applicants for needs analysis and funding priorities

Beginning in 2009 the City of Norman served as the CoC Collaborative Applicant. In March of 2022 the City of Norman resigned as the Collaborative Applicant for OK504 Norman/Cleveland County CoC. The CoC solicited letters of intent from potential applicants with Food and Shelter, Inc. and Thunderbird Clubhouse Board, Inc. both submitting Letters of Intent. Food and Shelter, Inc. later withdrew from consideration. On March 29, 2022, the CoC Executive Board selected Thunderbird Clubhouse Board, Inc. as the Collaborative Applicant and formally registered this entity with the U.S. Department of Housing and Urban Development.

In April 2022, City Manager Darrel Pyle approved the Letter of Intent and the associated Norman/Cleveland County CoC Collaborative Applicant Job Description with the agreed upon price of $12,500 per quarter in compensation for duties as defined. As a part of the FYE 25 Budget Process, this activity was approved and funded as a new/expanded program.

DISCUSSION:

Since the designation of Thunderbird Clubhouse Board, Inc. as the Collaborative Applicant, the CoC has experienced better communication and an increase in participating agencies. A Memorandum of Understanding between the City of Norman and Thunderbird Clubhouse Board, Inc. was signed on July 1, 2024 and details the responsibilities of both parties.

It needs to be stated that the duties of the Collaborative Applicant are limited in that they are focused on the Coordination of Continuum of Care activities, not in direct client services to address homelessness.

RECOMMENDATION:

Staff has reviewed the proposed contract and recommends approval of Contract K-2526-5 in the amount of $50,000 to Thunderbird Clubhouse Board, Inc. Funds are available in the General Fund, City Manager, Other Business Services (account 10110110 44199).

Contract No. K-2526-5

This Agreement, made and entered into this, **22nd day of July, 2025** by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Thunderbird Clubhouse Board, Inc.,** hereinafter referred to as "Agency."

For and in consideration of the activities agreed to be performed herein, by Agency, City agrees to distribute to Agency the total sum of $50,000 for the OK504 Norman/Cleveland County Continuum of Care Collaborative Applicant. The Agency will provide a monthly detail of activities with an itemized invoice. Said funds to be distributed by City to Agency pursuant to the terms and conditions for the funding period of July 1, 2025, through June 30, 2026.

Budget

Norman/Cleveland County CoC Collaborative Applicant		$50,000
	Total Budget	$50,000

General Provisions -- Records & Reports:

Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Payment:

Agency agrees to submit an invoice which reflects the direct costs under this Contract. The City will make payments from these invoices. Each invoice in excess of $25,000 must be accompanied by a notarized affidavit provided by the City. The City will provide to Agency invoices to be used with payment requests.

This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

City of Norman, Oklahoma
Thunderbird Clubhouse Board, Inc.
K-2526-5

Thunderbird Clubhouse Board, Inc.

Jaquita L. Napoli
President

Attest:

Secretary

Subscribed and sworn to before me this 26th day of June, 2025.

HEIDI SMITH
Notary Public - State of Oklahoma
Commission Number 20009494
My Commission Expires Aug 6, 2028

Heidi Smith
Notary Public

My Commission expires: 8/6/2028

The City of Norman, Oklahoma

Stephen Tyler Holman, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this 7 day of July, 2025.

City Attorney's Office

File Attachments for Item:

16. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-6: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEIGHBORHOOD ALLIANCE, INC., IN THE AMOUNT OF $50,000 FOR THE NORMAN NEIGHBORS ACTIVITIES.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Lisa D. Krieg

PRESENTER: Lisa D. Krieg, CDBG Grants Manager

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-6: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEIGHBORHOOD ALLIANCE, INC., IN THE AMOUNT OF $50,000 FOR THE NORMAN NEIGHBORS ACTIVITIES.

BACKGROUND:
In the summer of 2020 Mayor Breea Clark assembled the Mayor's Task Force to explore various subjects as a result of the comments received during the fiscal year 2020-2021 (FYE 2021) Budget Process. This group met multiple times over a six-month period and heard presentations from selected entities on a wide range of subjects regarding opportunities for improvement in the City of Norman.

After the presentation to the Mayor's Task Force, a presentation was made to the Business and Community Affairs Council Committee on April 1, 2021, and a City Council Study Session was held on May 25, 2021. Questions and comments received from each of these presentations were utilized in the development of this contract.

Staff is proposing continuing this contract with the Planning Department for educational and organizing activities.

DISCUSSION:
The proposed contract represents a total of $50,000 for the activities described within the contract. The "Norman Neighbors" program is a re-visioning initiative in Norman and is tasked with finding the right people, with the right skill sets to provide the care needed to ultimately create a safe and nurturing City for all. In addition to the attached Contract K-2526-6 is the Scope of Services that Neighborhood Alliance submitted which describes the opportunities and the strategies that they will utilize.

Their proposal includes employment of a dedicated staff person by Neighborhood Alliance who will be primarily responsible for the Norman activities but will have the resources of the entire Neighborhood Alliance staff and Board of Directors at their disposal for support.

RECOMMENDATION:

Staff has reviewed the proposed contract and recommends approval of Contract K-2526-6 in the amount of $50,000 to Neighborhood Alliance of Central Oklahoma, Inc. Funds in the amount of $50,000 are available in the General Fund, Fiscal Year 2025-2026, Business Services-Other Business (account 10110101 44199).

Contract No. K-2526-6

This Agreement, made and entered into this, **6th day of June, 2025** by and between the **City of Norman, Oklahoma,** a municipal corporation, hereinafter referred to as "City" and **Neighborhood Alliance, Inc.** hereinafter referred to as "Agency."

For and in consideration of the activities agreed to be performed herein, by Agency, City agrees to distribute to Agency the total sum of $50,000 for the Norman Neighbors Program. The Agency will provide a monthly detail of activities with an itemized invoice. Said funds to be distributed by City to Agency pursuant to the terms and conditions for the funding period of July 1, 2025, through June, 2026.

The following information outlines the specific activities that Neighborhood Alliance will conduct during this program year of the Norman Neighbors Program:

City Wide Neighborhood Capacity Building Includes the Following:

- A dedicated staff person for Norman as described above
- Neighborhood/Community capacity building including meeting and establishing partners and collection/organization of neighborhood contacts
- Community engagement through all public relations activities

City Wide Educational Workshops Includes the Following:

All workshops can be virtual or in person depending on the current situation and demand. In person workshops always have light refreshments and can be 1.5 to 2 hours long whereas virtual workshops need to be 1 to 1.5 hours max.

- How to Organize a Neighborhood:
  This series of intensive workshops will provide the basics of organizing
  - ✓ What is a voluntary neighborhood association?
  - ✓ Benefits of organized neighborhood associations
  - ✓ Demystifying the process of incorporation, bylaws, electing officers, bank accounts, etc.
  - ✓ Hosting that first Neighborhood wide meeting
  - ✓ Running and effective meeting
  - ✓ New Officer Training

- Legal Issues for HOA's:
  Taught by a local attorney whose practice is nothing but HOA's, Condo's and Townhomes. This is like the Bible for a person's service on HOA Boards or just living in an HOA.

- Maintaining Private Roads
  An online workshop facilitated by professionals including City of Norman Staff to educate the ins and outs of maintaining and maintenance of private roads

within Norman.

- Maintaining Private Waterways
  An online workshop facilitated by professionals including City of Norman Staff to educate the ins and outs of maintaining and maintenance of private waterways within Norman.

Budget

Norman Neighbors Program	$50,000
Total Budget	$50,000

General Provisions -- Records & Reports:

Agency shall maintain financial records documenting actual expenditures related to these activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Payment:

Agency agrees to submit an invoice which reflects the direct costs under this Contract. The City will make payments from these invoices. Each invoice in excess of $25,000 must be accompanied by a notarized affidavit provided by the City. The City will provide to Agency invoices to be used with payment requests.

This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

City of Norman, Oklahoma
Neighborhood Alliance, Inc.
K-2526-6

Neighborhood Alliance, Inc.

President

Attest:

Secretary

Subscribed and sworn to before me this 30th day of June, 2025.

MAYRA CORDERO
NOTARY
24010360
EXP. 08/16/28
PUBLIC
STATE OF OKLAHOMA

Notary Public

My Commission expires: 8/16/28

The City of Norman, Oklahoma

Stephen Tyler Holman, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this 17 day of July, 2025.

City Attorney's Office

NORMAN NEIGHBORHOOD CAPACITY BUILDING PROGRAM

In addition to the specific activities listed below, Neighborhood Alliance, Inc. will also provide the listed workshops within their services for Norman:

- Legal Issues for Home Owner's Associations;
- Jumpstart Training for Home Owner's Associations;

The Norman Neighborhood Capacity Building Program will provide the specific billable activities:

1. Community Engagement
    a. Meeting and establishing partners for successful neighborhood capacity building average 7 hours/week; $26,300
2. Organizing New Neighborhoods
    a. Voluntary Neighborhood Associations 101; will be offered four times. $6,000
    b. Jumpstart Trainings for Voluntary Neighborhood Associations; will be offered four times. $6,000
    c. Officer Training for Voluntary Neighborhood Associations; will be offered up to four times. If this training is not needed, two other webinar's will be offered, tailored to current issues. $6,000
3. Special Events – One-time events
    a. Workshop – Maintaining Private Roads; $1,500
    b. Workshop – Maintaining Private Waterways; $1,500
4. General Administration
    a. Activities occurring outside the above specific categories; average 3 hours/week; $2,700

File Attachments for Item:

17. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-7: BY AND BETWEEN THE CITY OF NORMAN AND METROPOLITAN FAIR HOUSING COUNCIL INC., FOR FAIR HOUSING SERVICES AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIRST YEAR ACTION PLAN.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Lisa D. Krieg

PRESENTER: Lisa D. Krieg, CDBG Grants Manager

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-7: BY AND BETWEEN THE CITY OF NORMAN AND METROPOLITAN FAIR HOUSING COUNCIL INC., FOR FAIR HOUSING SERVICES AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIRST YEAR ACTION PLAN.

BACKGROUND:
On May 13, 2025, Council approved the CDBG and HOME First Year Action Plans in the total amount of $1,425,729. The funding for this contract was detailed within the CDBG Action Plan. The funding for the CDBG and HOME Programs is provided by the U.S. Department of Housing and Urban Development (HUD).

The CDBG and HOME budgets were developed over a series of meetings of the Community Development Block Grant Policy Committee. This Committee consists of fifteen members that are elected as designated in the Citizen Participation Plan. The proposed budget was unanimously approved by the Policy Committee on April 23, 2025.

DISCUSSION:
The funding requested by Metropolitan Fair Housing Council (MFHC) will provide fair housing services for residents of Norman. Those services include educational outreach, investigation of fair housing complaints, and other related activities.

The proposed contract represents a total of $30,000 for fair housing activities that are a required part of the CDBG and HOME Programs. The contract has been developed in conjunction with all City of Norman and HUD requirements.

RECOMMENDATION:

Staff has reviewed the proposed contract and recommends approval of Contract K-2526-7 in the amount of $30,000 to MFHC. Funds are available in the Community Development Fund, fiscal year 2025-2026, Consultant-Other (account 21240155 44009; $15,000; and account 21240159 44009; $15,000).

Contract No. K-2526-7

This Agreement, made and entered into this, **22nd day of July, 2025** by and between the **City of Norman, Oklahoma,** a municipal corporation, hereinafter referred to as "City" and **Metropolitan Fair Housing Council, Inc.** hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Number B-25-MC-40-0002 and the HOME Investment Partnerships Program M-25-MC-40-0204, a portion of which are to be distributed to Agency for the uses provided herein;

For and in consideration of the activities agreed to be performed herein, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of $30,000. Said funds to be distributed by City to Agency pursuant to the terms and conditions of Grant Number B-25-MC-40-0002 and M-25-MC-40-0204 by and between the U.S. Department of Housing and Urban Development and the City for the funding period of July 1, 2025, through June 30, 2026.

Agency further agrees that the above-mentioned activities will be completed by and that all necessary information and activities will be completed by Agency and reported to City no later than June 30, 2026.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program, the HOME Investment Partnerships Program and the 2 CFR Part 200 Uniform Administrative Requirements to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant and HOME Investment Partnerships Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program and HOME Investment Partnerships Program Contract are applicable hereto.

Budget

Fair Housing Services	$30,000
Total Budget	$30,000

General Provisions -- Records & Reports:

Agency shall maintain financial records documenting actual expenditures related to these activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Program Income:

Program income generated by Agency from the use of City of Norman funds shall be recorded. Agency may retain program income and expend it only on those activities noted in this contract. Any program income on hand when this contract expires, or received after the contract expiration, shall be paid to the City of Norman; or if a subsequent contract is executed, shall be applied to the terms of the subsequent contract. (In accordance with 24 CFR 570.504(c).)

Uniform Administrative Requirement:

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CPR Part 560 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

Reversion of Assets:

Upon expiration of this contract Agency shall transfer to the City of Norman any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of City of Norman CDBG funds. Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of $25,000 must either:

> *"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. (Reimbursement is not required five years front date of expiration of this contract.)"*

Payment:

Agency agrees to submit an invoice which reflects the direct costs under this Contract. The City will make payments from these invoices. Each invoice in excess of $25,000 must be accompanied by a notarized affidavit provided by the City. The City will provide to Agency invoices to be used with payment requests.

This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

City of Norman, Oklahoma
Community Development Block Grant Program

Metropolitan Fair Housing Council, Inc.

Richard Marshall
President

Attest:

Jeff Hughes
Secretary

LORENA MACHADO NOTARY # 20012736 EXP. 10/14/28 PUBLIC STATE OF OKLAHOMA

Subscribed and sworn to before me this 1st. day of JULY, 2025.

Lorena Machado
Notary Public

My Commission expires: 10/14/28

The City of Norman, Oklahoma

Stephen Tyler Holman, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this 17 day of July, 2025.

City Attorney's Office

File Attachments for Item:

18. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-8: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION, INC., IN THE AMOUNT OF $100,000 FOR THE ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIRST YEAR ACTION PLAN.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Lisa D. Krieg

PRESENTER: Lisa D. Krieg, CDBG Grants Manager

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-8: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION, INC., IN THE AMOUNT OF $100,000 FOR THE ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIRST YEAR ACTION PLAN.

BACKGROUND:

On May 13, 2025, the Norman City Council approved the fiscal year ending June 30, 2026 (FYE 26) First Year Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs. Included in this Action Plan was an activity to provide a total of $100,000 for property acquisition to Norman Affordable Housing Corporation Incorporated (NAHC). These funds are designated for acquisition of property for the development of affordable housing. The FYE 18 thru FYE 25 Action Plans contained identical items to provide $100,000 annually for the development of affordable housing.

Since the spring of 2013 when the CDBG Policy Committee realigned the program priorities to focus on affordable housing, there have been nineteen projects, consisting of fifty-four units that have been completed in partnership with the Norman Affordable Housing Corporation. Twice, Requests for Proposals have been administered to solicit other entities having an interest in participating, with no other proposals received other than from NAHC. Each year during the development of the Annual Action Plan, the CDBG Policy Committee reviews documentation from each of the developments that have been completed.

The CDBG and HOME budgets were developed over a series of meetings of the Community Development Block Grant Policy Committee. This Committee consists of fifteen members that are elected as designated in the Citizen Participation Plan. The proposed First Year Action Plan and Budget was unanimously approved by the Policy Committee on April 23, 2025.

DISCUSSION:

Discussions pertaining to the long standing, beneficial partnership between the City of Norman and the Norman Affordable Housing Corporation, Inc. resulted in the CDBG Policy Committee recommending that $100,000 of funding be designated within the FYE 26 First Year Action Plan

to the Norman Affordable Housing Corporation, Inc. for acquisition of property to be utilized for affordable housing.

Once this contract is awarded, prior to distribution of funds, NAHC will be required to provide documentation to the City of Norman of any intended property for purchase. This documentation will require an appropriate appraisal for cost reasonableness and evaluation of the site for appropriateness. An Environmental Review will be completed in accordance with HUD regulations prior to distribution of funds.

RECOMMENDATION:

Staff recommends approval of Contract K-2526-8 with the Norman Affordable Housing Corporation Incorporated in the amount of $100,000. Funds are available in the Community Development Fund in CDBG Land Acquisition B26 (account 21240155 46001; Project GC0103).

Contract No. K-2526-8

This Agreement, made and entered into this, **22nd day of July, 2025** by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Norman Affordable Housing Corporation, Inc.**, hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Number B-25-MC-40-0002, a portion of which are to be distributed to Agency for the uses provided herein;

Further, whereas Agency agrees, upon receipt of a portion of said funds, to provide for activities to purchase property, either developed or undeveloped, for the end use of provision of affordable rental housing. Affordable rental housing is hereby defined as housing whereas the rent being charged does not exceed 30% of the gross income for a household that is at or below 80% of median family income as defined by HUD. Each prospective acquisition must be approved in writing for compliance with CDBG Part 58 Environmental Requirements by the CDBG Grants Manager prior to purchase offer.

For and in consideration of the activities agreed to be performed herein, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of $100,000. Said funds to be distributed by City to Agency pursuant to the terms and conditions of grant numbers noted above by and between the U.S. Department of Housing and Urban Development and the City for the funding period of July 1, 2025, through June 30, 2026.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program and the 2 CFR Part 200 entitled Uniform Administrative Requirements. Cost Principles and Audit Requirements for Federal Grants to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program Contract are applicable hereto.

Budget

Acquisition of Property- B25 K-2526-8	$100,000.00

General Provisions -- Records & Reports:

Agency shall maintain financial records documenting actual expenditures related to CDBG activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will submit copies of all property transaction documents to the Community Development Division detailing all activities performed with the use of City of Norman CDBG funds. Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Program Income:

Any program income generated by Agency from this use of City of Norman CDBG funds within the designated five-year period shall be recorded. Agency may retain program income and expend it only on Affordable Housing Activities and documented as such. Use of Program Income will be included in the annual monitoring.

Uniform Administrative Requirement:

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CFR Part 570 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

Reversion of Assets:

Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of $25,000 must either:

> *"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. A Deed Restriction will be filed at the Cleveland County Courthouse to insure compliance. (Reimbursement is not required five years from date of expiration of this contract. Deed restriction will be released at this time)"*

Norman Affordable Housing Corporation, Inc.

Marianne Ratliff, President

Attest:

Karen Canavan, Secretary

BARBRA RUTH NOTARY PUBLIC Commission # 13009127 My Commission Expires 10-02-2025 STATE OF OKLAHOMA

Subscribed and sworn to before me this 25 day of June, 2025.

Barbra Ruth
Notary Public

My Commission expires: 10-2-2025

The City of Norman, Oklahoma

Stephen Tyler Holman, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this 17 day of July, 2025.

City Attorney's Office

File Attachments for Item:

19. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-9: BY AND BETWEEN THE CITY OF NORMAN AND ROSE ROCK HABITAT FOR HUMANITY, INC., FOR ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIRST YEAR ACTION PLAN.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Lisa Krieg

PRESENTER: Lisa Krieg, CDBG Grants Manager

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-9: BY AND BETWEEN THE CITY OF NORMAN AND ROSE ROCK HABITAT FOR HUMANITY, INC., FOR ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIRST YEAR ACTION PLAN.

BACKGROUND:
On May 13, 2025, the Norman City Council approved the fiscal year ending June 30, 2026 (FYE 26) First Year Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs. Included in this Action Plan is an activity to provide a total of $40,000 for property acquisition to Rose Rock Habitat for Humanity, Inc. (RRHH). These funds were designated for acquisition of property for affordable housing.

DISCUSSION:
Discussions pertaining to the long standing, beneficial partnership between the City of Norman and RRHH, resulted in the CDBG Policy Committee recommending that $40,000 of funding be designated within the FYE 26 First Year Action Plan to RRHH for additional acquisition of property to be utilized for affordable housing. This line-item designation was included as such within the FYE 26 First Year Action Plan and subsequently approved by the Norman City Council and the U.S. Department of Housing and Urban Development (HUD).

Once this contract is awarded, prior to distribution of funds, RRHH will be required to provide documentation to the City of Norman of any intended property for purchase. This documentation will require an appropriate appraisal for cost reasonableness and evaluation of the site for appropriateness. An Environmental Review will be completed in accordance with HUD regulations prior to distribution of funds.

RECOMMENDATION:
Staff recommends approval of Contract K-2526-9 with Rose Rock Habitat for Humanity, Inc. in the amount of $40,000 for the Acquisition of Property as described. Funds are available in CDBG Land Acquisition B26 (account 21240155 46001; project GC0104).

Contract No. K-2526-9

This Agreement, made and entered into this, **22nd day of July, 2025** by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Rose Rock Habitat for Humanity, Inc.**, hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Number B-25-MC-40-0002, a portion of which are to be distributed to Agency for the uses provided herein;

Further, whereas Agency agrees, upon receipt of a portion of said funds, to provide for activities to purchase property, either developed or undeveloped, for the end use of provision of affordable rental housing. Affordable rental housing is hereby defined as housing whereas the rent being charged does not exceed 30% of the gross income for a household that is at or below 80% of median family income as defined by HUD. Each prospective acquisition must be approved in writing for compliance with CDBG Part 58 Environmental Requirements by the CDBG Grants Manager prior to purchase offer.

For and in consideration of the activities agreed to be performed herein, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of $40,000. Said funds to be distributed by City to Agency pursuant to the terms and conditions of Grant Number B-25-MC-40-0002 by and between the U.S. Department of Housing and Urban Development and the City for the funding period of July 1, 2025, through June 30, 2026.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program and the 2 CFR Part 200 entitled Uniform Administrative Requirements. Cost Principles and Audit Requirements for Federal Grants to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program Contract are applicable hereto.

Budget

Acquisition of Property	$40,000
Total Budget	$40,000

General Provisions -- Records & Reports:

Agency shall maintain financial records documenting actual expenditures related to CDBG activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will submit copies of all property transaction documents to the Community Development Division detailing all activities performed with the use of City of Norman CDBG funds. Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Program Income:

Any program income generated by Agency from this use of City of Norman CDBG funds within the designated five-year period shall be recorded. Agency may retain program income and expend it only on Affordable Housing Activities and documented as such. Use of Program Income will be included in the annual monitoring.

Uniform Administrative Requirement:

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CFR Part 570 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

Reversion of Assets:

Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of $25,000 must either:

> *"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. A Deed Restriction will be filed at the Cleveland County Courthouse to insure compliance. (Reimbursement is not required five years from date of expiration of this contract. Deed restriction will be released at this time)"*

Rose Rock Habitat for Humanity, Inc.

President

Attest:

Secretary

Notary Public State of Oklahoma
Cheryl Darlene Lee
My Commission # 19010256
Expires 10/10/2027

Subscribed and sworn to before me this 7 day of July, 2025.

Notary Public

My Commission expires: 10/10/2027

The City of Norman, Oklahoma

Stephen Tyler Holman, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this 17 day of July, 2025.

City Attorney's Office

File Attachments for Item:

20. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-14: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN AFFORDABLE HOUSING CORPORATION, AND NORMAN COMMUNITY HOUSING DEVELOPMENT ORGANIZATION 2015, INC., IN THE AMOUNT OF $342,000 AS AGREED UPON UNDER THE FOLLOWING HOME INVESTMENT PARTNERSHIP PROGRAM FUNDING YEARS; M21; M22; M23; M24; AND M25 FOR THE CONSTRUCTION OF A FOUR BEDROOM STRUCTURE TO BE LOCATED AT 521 LEANING ELM, NORMAN, OKLAHOMA, TO BE UTILIZED AS AFFORDABLE RENTAL HOUSING.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Lisa D. Krieg

PRESENTER: Lisa D. Krieg, CDBG Grants Manager

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-14: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN AFFORDABLE HOUSING CORPORATION, AND NORMAN COMMUNITY HOUSING DEVELOPMENT ORGANIZATION 2015, INC., IN THE AMOUNT OF $342,000 AS AGREED UPON UNDER THE FOLLOWING HOME INVESTMENT PARTNERSHIP PROGRAM FUNDING YEARS; M21; M22; M23; M24; AND M25 FOR THE CONSTRUCTION OF A FOUR BEDROOM STRUCTURE TO BE LOCATED AT 521 LEANING ELM, NORMAN, OKLAHOMA, TO BE UTILIZED AS AFFORDABLE RENTAL HOUSING.

BACKGROUND:

This Written Agreement is between the City of Norman, Norman Affordable Housing Corporation, Inc. and Norman CHDO 2015, Inc. to construct one single family structure located at 521 Leaning Elm, Norman, OK. HOME Community Housing Development Organization (CHDO) funding is available in the amount of $342,000 (budgeted in FYE 2022, FYE 2023, FYE 2024, FYE 2025, and FYE 2026). The City of Norman funds are to be combined with an investment of $54,410.18 from Norman Affordable Housing Corporation, for a total project cost of $396,410.18.

DISCUSSION:

The four-bedroom single family unit will be constructed by Norman CHDO 2015, Inc. in partnership with Norman Affordable Housing Corporation to expand the availability of affordable housing to the community at large. The project will consist of a single-family structure located at 521 Leaning Elm, Norman, OK. This unit contains approximately 2,000 square feet of living area exclusive of a double car garage and includes standard amenities. This structure meets the Phase One criteria of the City of Norman Visitability Ordinance. This vacant lot is currently owned by Norman Affordable Housing Corporation, Inc. and will be donated to the project. The structure will adhere to all City of Norman requirements for parking and site improvements in addition to installation of perimeter fencing.

The unit will rent at rates affordable to households at or below 60% of the Median Family Income with an approximate rent of $800 per month. The HOME Investment Partnerships Program requires that projects utilizing HOME funds remain affordable and be occupied by households meeting the income requirements for a specific period of time, depending on the type of construction and the amount of HOME funds utilized. This project will require a twenty (20) year period of affordability. The Period of

Affordability will be secured by a Deed of Trust that is filed on the property. The City of Norman will maintain the certification and recertification pertaining to the affordability throughout this period insuring compliance.

This project is collaboration between the City of Norman, Norman Affordable Housing Corporation, Inc. and Norman CHDO 2015, Inc. The Written Agreement to be executed outlines the roles and responsibilities that each entity is required to fulfill.

The funds being provided by the Norman Affordable Housing Corporation were the result of an investment the Norman City Council made with the proceeds from the sale of the Kingsgate Property in 2005. The funds provided to Norman Affordable Housing to purchase residential property to be rented at affordable rates has provided a substantial return and is now being reinvested into this project, thus perpetuating the return on the investment by the City of Norman. This is the fifth project of this type that the City of Norman has undertaken to expand the availability of affordable housing. Each of the previous projects have been successfully completed and are fully occupied. In compliance with the HOME Investment Partnership regulations, a Pro-Forma has been completed to document the development expenses as well as the sustainability of the operation of the project through the period of affordability.

RECOMMENDATION:
Staff recommends approval of Contract K-2526-14 with the Norman Affordable Housing Corporation and Norman CHDO 2015, Inc. in the amount of $342,000.

Funds are available in the CDBG Fund, in the following accounts:
HOME 22; Miscellaneous Services/Rental Housing (Account 21240020-44712; $65,000)
HOME 23; Miscellaneous Services/Rental Housing (Account 21240026-44712; $70,000)
HOME 24; Miscellaneous Services/Rental Housing (Account 21240030-44712; $70,000)
HOME 25; Miscellaneous Services/Rental Housing (Account 21240034-44712; $70,000)
HOME 26; Miscellaneous Services/Rental Housing (Account 21240159-44712; $67,000)

City of Norman
HOME Investment Partnerships
Project Summary

K-2526-14

Norman CHDO 2015
(CHDO – Sponsor)
700 N. Berry Road
Norman, OK 73069
405-329-0933

Norman Affordable Housing Corporation, Inc.
(501(c)(3) Private Non-Profit)
700 N. Berry Road
(100% of ownership at maximum 24 months after acquisition)
Norman, OK 73069
405-329-0933

Since Norman CHDO 2015 is undertaking this project as a CHDO Sponsor project they are required to have site control at the time of the execution of the Written Agreement. The sites are currently owned by NAHC, site control has been granted by the use of a lease for the period of construction, this is allowed by HOME regulations. Norman CHDO 2015 will coordinate and complete the construction of the structures. At twelve months after the execution of the Written Agreement or the final acceptance of the Construction Project, whichever occurs first, Norman CHDO 2015 will relinquish all ownership rights and transfer full ownership of the property to NAHC. NAHC will assume responsibility for the long-term management of the project, and for the fulfillment of all obligations and requirements associated with the use of HOME funds.

The PROJECT is the CONSTRUCTION of a single structure located at 521 Leaning Elm, Norman, OK. Legal descriptions are as follows:

Lot 8 and East 10 feet of Lot 7, Block 9, Woodcrest Estates 6, Norman, Cleveland County, OK

The affordability of the completed project will be secured by Deed Restriction throughout the required PERIOD OF AFFORDABILITY of not less than 20 years. Actual dates of the Period of Affordability to be established at the close-out of the construction activity (closeout in the IDIS system). Adjustments in the Period of Affordability are further detailed in the Written Agreement.

At initiation of the project (initial occupancy), this unit is considered HOME Assisted, will be restricted to tenants at 60% or less of Area Median Income (AMI). The OWNER will ensure that all tenant individuals and/or households in the HOME assisted units have incomes that do not exceed limits for Cleveland County as published annually by HUD. All units are designated as HOME units and final rent structure will consist of all units

affordable at 80% AMI after the initial occupancy continuing through the 20 Year Period of Affordability as outlined in the Written Agreement.

In addition to the financial participation of the above listed entities, the City of Norman will provide $342,000 of HOME Investment Partnership CHDO funds towards the PROJECT for a total contribution of HOME funds of $342,000. These funds will be in the form of a GRANT to the Norman CHDO 2015 to be utilized for the Construction as detailed within the Written Agreement. The City of Norman will not, commit HOME funds to a project without a firm financial commitment from all other funding sources. Documentation of these funding commitments must be provided at time of the Written Agreement.

HOME Investment Partnership Program funds are required to provide match in an amount that is no less than twenty-five percent (25%) of the total HOME contract amount ($342,000 HOME funds for the 25% total Match contribution of $85,550). Match contributions must meet the definition of eligible match under the federal program regulations at 24 CFR Part 92. Match is a permanent contribution to the development. Match is a non-federal contribution to the development. Match waivers granted by HUD will not affect this requirement. According to the summary of Financial Sources outlined in the Pro-Forma the $58,410.18 contribution by the Norman Affordable Housing Corporation towards this project partially satisfies the match requirement. The remaining $27,089.82 will be provided by accessing the balance of the HOME Match Log that is maintained by the City of Norman HOME Investment Partnerships Program and regularly monitored by HUD.

Since the inception of the HOME program in 1994, the City of Norman HOME Match Log has banked $3,030,508 of excess match over what has been contributed towards HOME projects. These are not funds, meaning cash, that are readily available for use in development projects, instead they are funds that were contributed towards past HOME projects that were in excess of the match that was required. Each year the documentation of required match is provided to HUD and excess match funds are "banked" to be utilized in satisfying match requirement in future HOME activities. For another example, currently the Tenant Based Rental Assistance program funded by the City of Norman HOME program does not generate match and these banked funds are accessed to satisfy the requirement.

The banked amount in the HOME Match Log currently has a balance of $3,030,508, accessing the required $27,089.82 will reduce the available balance to $3,003,418.57.

The PROJECT consists of a four bedroom, two and one half bathroom unit located on an infill single family lots. The unit contains approximately 2,000 sq. ft. of living area exclusive of a double car garage, and includes standard amenities. This structure meets

the criteria of the City of Norman Visitability Ordinance. This SITE Will adhere to all City of Norman requirements for parking and site improvements in addition to installation of perimeter fencing.

Both the Norman CHDO 2015 and the Norman Affordable Housing Corporation, Inc. are required to have a clear understanding of the rules and regulations that govern the HOME Program, and must demonstrate their capacity to operate the HOME Program in accordance with all applicable regulations.

City of Norman
HOME Investment Partnerships
Written Agreement, Part I

K-2526-14

This Written Agreement entered into by and between the City of Norman, a Participating Jurisdiction of the HOME Investment Partnerships Program, the NORMAN CHDO 2015, Inc., an Oklahoma nonprofit corporation (hereinafter CHDO 2015), and the Norman Affordable Housing Corporation, Inc., an Oklahoma nonprofit corporation, (hereinafter "NAHC "), effective as of the 10th day of November 2020.

SUMMARY

City of Norman Contract Number: K-2526-14

TERM OF THIS WRITTEN AGREEMENT: Through June 30, 2026

TYPE OF ACTIVITY:

Rental Housing __X___ Home Ownership_____ Acquisition/Rehab _____

Administrative_____

AFFORDABILITY:

Minimum Period in Years: 20 years

Deed Restrictions: _X___LURA:_____ Other:_____

HOME Funding Amount: $ 342,000 CHDO

Submit Reimbursement Report To:	Issue Payment To:
City of Norman Grants Division 225 N Webster Norman, OK 73069	Norman CHDO 2015, Inc. 700 N. Berry Road Norman, OK 73069

Written Agreement Components:	Part I- Summary and Signatures	Part III-Special Conditions
	Part II- Terms and Conditions	Part IV- Budget

City of Norman K-2526-14
HOME Investment Partnerships
Written Agreement, Part I

The City of Norman, the Norman CHDO 2015, Inc., and **Norman Affordable Housing Corporation, Inc.** acknowledge and agree that the rights and obligations of each are subject to and governed by the federal HOME Program (24 CFR 92), The HOME Program Final Rule and other Federal Regulations as may be promulgated from time to time, City of Norman HOME Program Rules and each of the terms and conditions set forth in Part I, Part II, Part III, and Part IV to this Written Agreement, attached hereto and incorporated by this reference.

Norman Affordable Housing Corporation, Inc.

Mariann Ratliff, President

BARBRA RUTH NOTARY PUBLIC Commission # 13009127 My Commission Expires 10-02-2025 STATE OF OKLAHOMA

Attest:

Karen Canavan, Secretary

Subscribed and sworn to before me this 25 day of June, 2025.

10-2-2025 Barbra Ruth
My Commission Expires Notary Public

Norman CHDO 2015, Inc.

Steve Mohr, President

BARBRA RUTH NOTARY PUBLIC Commission # 13009127 My Commission Expires 10-02-2025 STATE OF OKLAHOMA

Attest:

Brandon Hopper, Secretary/Treasurer

Subscribed and sworn to before me this 25 day of June, 2025.

10-2-2025 Barbra Ruth
My Commission Expires Notary Public

City of Norman
HOME Investment Partnerships
Written Agreement, Part I

K-2526-14

The City of Norman, Oklahoma

_____
Stephen Tyler Holman, Mayor

Attest:

_____
Brenda Hall, City Clerk

Approved as to form and legality this 9th day of July, 2025.

_____
City Attorney's Office

GENERAL TERMS AND CONDITIONS

WITNESSETH:

WHEREAS, Norman CHDO 2015, Inc. has submitted an Application for funding under the HOME Investment Partnerships Program (the "HOME Program"), which HOME Program is administered by the City of Norman as a designated Participating Jurisdiction (PJ) by the United States Department of Housing and Urban Development; and

WHEREAS, based upon the representations, statements and warranties contained in the Application the PROJECT is defined that the project will be a CHDO project. Norman CHDO 2015, Inc.'s CHDO role will be Sponsor. Norman CHDO 2015, Inc. as the project sponsor will assist Norman Affordable Housing Corporation, Inc., Inc. a nonprofit organization, to own/acquire, develop, and manage a rental project. Norman CHDO 2015, Inc. will receive the initial commitment of CHDO set-aside and HOME Investment Partnership funds with the requirement that it has designated up-front the nonprofit organization Norman Affordable Housing Corporation, Inc. to assume the grant/loan obligations at a specified time in the development process (at completion of the construction or June 30, 2026 whichever occurs first). These General Terms and Conditions as referred to Norman CHDO 2015, Inc. are limited to the Construction of the Project. Fulfillment of HOME Regulations pertaining to activities after the transfer of property is the sole responsibility of Norman Affordable Housing Corporation, Inc. for the duration of the Period of Affordability

WHEREAS, based upon the representations, statements and warranties contained in the Application and exhibits and amendments to either filed with, and accepted by, the City of Norman (hereinafter collectively the "Application"), the City of Norman has approved funding for the HOME Project; and

NOW THEREFORE, for and in consideration of the mutual agreements and covenants contained in this Written Agreement (Parts I, II, III and IV by reference), the City of Norman and Norman CHDO 2015, Inc. hereby agree to the following terms and conditions as follows:

1. AVAILABILITY OF HOME FUNDS

All payments to NORMAN CHDO 2015, INC. contemplated by this Written Agreement are to be made only from HOME Funds made available to the City of Norman by the U.S. Department of Housing and Urban Development ("HUD") for use in the HOME Program (the "HOME Funds"). Notwithstanding any other provisions of this Written Agreement, payments to be made to NORMAN CHDO 2015, INC. pursuant to this Written Agreement are subject to the continued availability of such HOME Funds, as determined by federal and/or state action and/or law. In the event HOME Funds become unavailable to fund this Written Agreement, either in whole or in part, the City of Norman may, upon written notice to NORMAN CHDO 2015, INC., terminate this

Written Agreement, reduce the allocation contemplated by this Written Agreement and the payments to NORMAN CHDO 2015, INC. or take such other appropriate action necessitated by any change in the availability of HOME Funds. Said notice shall be delivered by the U.S. Postal Service certified mail return receipt requested or in person with proof of delivery. The effective date of such termination the reduction of the Written Agreement allocation or payments to NORMAN CHDO 2015, INC. shall be specified in the notice or shall be the actual effective date of the federal and/or state determination, whichever is later. THE CITY OF NORMAN shall be the final authority as to the availability of HOME Funds.

2. MODIFICATION OR AMENDMENTS TO WRITTEN AGREEMENT

2.1. Written agreement required. This Written Agreement may be extended, renewed or otherwise modified or amended only by the written agreement of the duly-authorized representatives of THE CITY OF NORMAN and NORMAN CHDO 2015, INC., unless an amendment or modification is required by federal or state law or regulation, in which case such amendment or modification may be unilaterally made by THE CITY OF NORMAN.

2.2. Prior approval of THE CITY OF NORMAN required. All proposed modifications or amendments to this Written Agreement, including the waiver of any provisions herein, must be submitted to THE CITY OF NORMAN, in writing, and approved by the Director of Planning and Community Development prior to NORMAN CHDO 2015, INC.'s Policies and Procedures of the proposed modification or amendment.

2.3. De-obligation of HOME Funds. THE CITY OF NORMAN may unilaterally modify this Written Agreement to de-obligate funds not obligated by NORMAN CHDO 2015, INC. as of the close of the Funding Period specified in Part I of this Written Agreement.

3. City of Norman HOME Investment Partnerships Program

3.1. Funding of HOME Project. Subject to the terms and conditions set forth herein and to the availability of HOME Funds as described in Part II, paragraph 1 of this Written Agreement, THE CITY OF NORMAN will provide HOME Funds for use in the HOME Project described in the Application and approved by THE CITY OF NORMAN, up to the total allocation specified in Part I of this Written Agreement.

3.2. Monitoring. THE CITY OF NORMAN shall, throughout the term of this Written Agreement and any extension thereof including transfer of property to Norman Affordable Housing Corporation, Inc., monitor and evaluate the financial feasibility and progress of the HOME Project and continuing fiscal responsibility and compliance with HOME Program requirements and the terms and conditions of this Written Agreement. Such monitoring and evaluation shall not in any manner, relieve or waive any obligations of the Owner under this

Written Agreement or pursuant to applicable state and federal statutes, regulations and rules. Any representation to the contrary by the Owner to any third party is strictly prohibited and may be grounds for the termination of this Written Agreement by THE CITY OF NORMAN.

4. ACKNOWLEDGMENTS AND CERTIFICATIONS OF NORMAN CHDO 2015, INC.

4.1. General acknowledgments and certifications. NORMAN CHDO 2015, INC. acknowledges, represents, warrants and certifies without limitation to THE CITY OF NORMAN that:

a. The Application was relied upon by THE CITY OF NORMAN in approving this Written Agreement and that the information, representations and statements contained in the Application were true and correct as of the date of the filing of the Application and as of the making of this Written Agreement, and agrees to inform THE CITY OF NORMAN, in writing, of any changes in any information filed with THE CITY OF NORMAN, including representations contained in the Application, within ten (10) days of the occurrence of same. NORMAN CHDO 2015, INC. acknowledges and agrees to be bound by the obligations, duties and representations contained in the Application, which Application is incorporated and made a part of this Written Agreement by reference;

b. All requirements of THE CITY OF NORMAN's *Policies and Procedures Manual* currently utilized in the administration of the HOME Program, and as may be amended during the term of this Written Agreement, which is incorporated and made a part of this Written Agreement by reference (hereinafter the "Policies and Procedures Manual"), shall be complied with by NORMAN CHDO 2015, INC. and NORMAN CHDO 2015, INC.'s employees and agents and any sub-contractors;

c. No costs sought to be reimbursed with HOME funds or otherwise shall be incurred in connection with the HOME Project until NORMAN CHDO 2015, INC. has received written notice of the release of HOME Funds by THE CITY OF NORMAN;

d. NORMAN CHDO 2015, INC. has full responsibility for the payment of all employee benefits or deductions required by law, including without limitation, Workers' Compensation insurance, unemployment insurance, social security, state and federal income tax;

e. NORMAN CHDO 2015, INC. is an independent Contractor, notwithstanding any other provisions of this Written Agreement, and shall be fully responsible for and shall have the sole and exclusive control of NORMAN CHDO 2015, INC.'s

employees, sub-contractors and agents in the means and methods required to fulfill the obligation of NORMAN CHDO 2015, INC. under this Written Agreement; and

f. NORMAN CHDO 2015, INC. is solely responsible for insuring that the use of all HOME Funds received pursuant to this Written Agreement comply with all applicable federal, state, and local statutes, regulations and/or other legal authority, as may be modified or amended during the term of this Written Agreement, or any extension thereof, related to the expenditure or use of said HOME Funds.

4.2. Compliance with applicable laws. NORMAN CHDO 2015, INC. specifically certifies to THE CITY OF NORMAN and HUD that NORMAN CHDO 2015, INC. and NORMAN CHDO 2015, INC.'s employees, agents and sub-contractors have read and are familiar with the 24 CFR Parts 91 and 92 HOME Investment Partnerships Program and the HOME Final Rule, as amended from time to time, and will comply with those requirements and will comply with all applicable terms of the following statutes, regulations and executive orders, the terms and requirements of which are specifically incorporated in this Written Agreement by this reference. Any conflict between the Written Agreement and 24 CFR Parts 91 and 92 or the Final Rule shall be controlled by 24 CFR Parts 91 and 92 or the Final Rule, except in those cases where THE CITY OF NORMAN has adopted more restrictive requirements than those included in 24 CFR Parts 91 and 92. The following are for general reference and do not constitute or represent all of the HOME Program or other federal regulations and are referenced in 24 CFR Part 92 Subpart H Other Federal Requirements:

4.2.1 Non-discrimination and Equal Opportunity

Equal opportunity: No person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME Funds. In addition, HOME Funds must be made available in accordance with the following:

a. Title VI of the Civil Rights Act of 1964 (42 USC §2000d, et seq.), which prohibits discrimination on the basis of race, color, or national origin under any program receiving federal funds. Implementing regulations are at 24 CFR, Part 1;

b. Title VIII of the Civil Rights Act of 1968 (42 USC §3600-3620, 1988), popularly known as the Fair Housing Act;

c. Executive Order 11063 (1962), as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307), which requires equal opportunity in housing. Implementing regulations are at 24 CFR, Part 107;

d. Age Discrimination Act of 1975 (42 USC §6101-07), which prohibits discrimination on the basis of age. Implementing regulations are at 24 CFR, Part 8;

e. Section 504 of the Rehabilitation Act of 1973 (29 USC §794), which prohibits discrimination against disabled individuals. Implementing regulations are at 24 CFR, Part 8;

f. Executive Order 11246 (3 CFR 1964-65, Comp., p.339), which prohibits discrimination on the basis of race, color, religion, sex, or national origin and requires affirmative action in connection with federally assisted construction Written Agreements. Implementing regulations are at 41 CFR, Part 60;

g. Section 3 of the Housing and Urban Development Act of 1968 (12 USC, Section 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that Written Agreements for work in connection with the project be awarded to businesses in or owned in, substantial part by residents of the project area. Regulations are at 24 CFR, Part 135;

4.2.2 92.352 Environmental Review

a. National Environmental Policy Act of 1969 (42 USC §4231, et seq.) and other provisions of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58;

b. The NORMAN CHDO 2015, INC. certifies that the administrative activities in HOME Investment Partnerships Program are exempt from Environmental Review Requirements of NEPA and Other Federal Authorities listed in 24 CFR, Part 58.

4.2.3 Displacement, relocation and acquisition:
All requirements of 24 CFR, Part 92.353, Displacement, Relocation and Acquisition;

4.2.4 92.354 Labor

a. Davis-Bacon Act (40 USC §276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction Written Agreements with 12 or more units assisted. (This activity includes three units and is therefore exempt from 40 USC§276a-276a-5.) Regulations are at 29 CFR, Part 5. The NORMAN CHDO 2015, INC. further certifies that it shall include in its bidders' packages the U. S. Department of Labor Wage Determination List and a statement that the NORMAN CHDO 2015, INC. and any sub-contractors must comply with these wage rates in performance of the work required;

b. Copeland (Anti-Kickback) Act (18 USC §874, 40 USC §176c), which applies to all Written Agreements covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;

c. Written Agreement Work Hours and Safety Standards Act (40 USC §327, et seq.), which requires overtime compensation. Regulations are at 29 CFR, Part 5;

d. Fair Labor Standards Act of 1938 as amended (29 USC §20, et seq.) which establishes the basic minimum wage for all work and requires payment of over-time at the rate of at least time and a half.

4.2.5 92.355 Lead-Based Paint: Housing assisted with HOME funds constitutes HUD associated housing for the purpose of Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §4821, et seq.) and is, therefore, subject to 24 CFR, Part 35. NORMAN CHDO 2015, INC.s are responsible for notification, testing and abatement activities;

4.2.6 Flood Insurance: All applicable requirements of 24 CFR, Part 92.352, 24 CFR, Part 58 and Section 202 of the Flood Disaster Protection Act of 1973, as amended (42 USC, §4106). [Under the Flood Disaster Protection Act of 1973, as amended, HOME Funds may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless: (i) the community in which the area is located is participating in the National Flood Insurance Program, or less than one year has passed since FEMA notification regarding such special flood hazards; and (ii) flood insurance protection is obtained as a condition of the approval of financial assistance.]

4.2.7 92.356 Conflict of interest: All applicable requirements of 24 CFR Part 92.356 Conflict of Interest.

4.2.8 92.357 Executive Order 12372: All requirements of 24 CFR, Part 92.357 regarding Executive Order 12372, Inter-governmental Review of Federal Programs. Regulations are at 24 CFR, Part 52;

4.2.9 92.358 Consultant activities: No person providing consultant services in an employer–employee type relationship shall receive more than a reasonable and customary rate of compensation for personal services paid with HOME funds.

4.3. Written Agreement Administration. NORMAN CHDO 2015, INC. specifically certifies to THE CITY OF NORMAN and HUD that NORMAN CHDO 2015, INC. shall comply with the following, the terms and requirements of which are specifically incorporated in this Written Agreement by this reference:

a. 24 CFR, Part 92.502 and the requirements of THE CITY OF NORMAN contained in the Policies and Procedures Manual concerning cash management of federal funds; and

b. unless directed otherwise in writing by THE CITY OF NORMAN, 24 CFR, Parts 84.21 and 92, as amended, and the requirements of THE CITY OF NORMAN contained in the Policies and Procedures Manual related to the application, acceptance and use of federal funds.

5. INSURANCE AND BONDING REQUIREMENTS

5.1. Insurance. NORMAN CHDO 2015, INC. shall maintain insurance covering NORMAN CHDO 2015, INC. and NORMAN CHDO 2015, INC.'s employees and the HOME Project of the type and in the amounts required by the Policies and Procedures Manual, including without limitation general liability insurance and Worker's Compensation Insurance as required by applicable state and federal worker's compensation statutes. Proof of insurance shall be maintained and made available to THE CITY OF NORMAN upon request.

5.2. Bonding. THE CITY OF NORMAN may, as provided in the Policies and Procedures Manual, require surety bonds for all officers, directors or employees of NORMAN CHDO 2015, INC. responsible for the financial transactions contemplated in this Written Agreement or related thereto. If THE CITY OF NORMAN requires surety bonds, NORMAN CHDO 2015, INC. must comply with the requirement. Proof of any required bonds shall be maintained and made available to THE CITY OF NORMAN upon request.

6. SUB-CONTRACTORS

6.1. NORMAN CHDO 2015, INC. responsibility. NORMAN CHDO 2015, INC. shall advise each sub-contractor, if any, of the sub-contractors obligations to adhere to the applicable terms, conditions and certifications of this Written Agreement, including without limitation the right of THE CITY OF NORMAN to audit. NORMAN CHDO 2015, INC. shall require all sub-contractors to meet the minimum insurance requirements as required by reference to State law and as set forth in the Policies and Procedures Manual. NORMAN CHDO 2015, INC. shall be responsible to THE CITY OF NORMAN for all acts and omissions of NORMAN CHDO 2015, INC.'s sub-contractors and of persons directly or indirectly employed by said sub-contractor.

6.2. Sub-contractor certifications. NORMAN CHDO 2015, INC. shall require that all sub-contractors execute a certification, as required by 24 CFR, Part 92.350, certifying that neither the sub-contractor nor any principal thereof is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any government program. NORMAN CHDO 2015, INC. also agrees, upon request of THE CITY OF NORMAN, to obtain from NORMAN CHDO 2015, INC.'s sub-contractors any of the certifications described in paragraph 4 of this Written Agreement. Any certifications required under this paragraph 6.2 or obtained at the request of THE CITY OF NORMAN shall be maintained by the NORMAN CHDO 2015, INC. in accordance with paragraph 10.2 of this Written Agreement.

6.3. Indemnification of THE CITY OF NORMAN by sub-contractors. NORMAN CHDO 2015, INC. shall require that all sub-contractors to execute a *Hold Harmless and Indemnification Agreement* in the form prescribed by THE CITY OF NORMAN. The Hold Harmless and Indemnity Agreement shall be maintained by the NORMAN CHDO 2015, INC. in accordance with paragraph 10.2 of this Written Agreement.

6.4. Independent Contractors. Nothing herein shall be deemed to create a contractual relationship between any sub-contractor and THE CITY OF NORMAN, nor shall any sub-contractor incur or purport to incur any obligation on the behalf of THE CITY OF NORMAN.

7. HOLD HARMLESS CLAUSE

NORMAN CHDO 2015, INC. shall hold and save harmless HUD, THE CITY OF NORMAN and their respective agents, officers, and employees from all claims and actions, all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by NORMAN CHDO 2015, INC.. NORMAN CHDO 2015, INC. shall hold and save harmless HUD, THE CITY OF NORMAN and their respective agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any sub-contractor or any

agent for NORMAN CHDO 2015, INC., NORMAN CHDO 2015, INC. will specify that such sub-contractors or agents shall hold harmless HUD, THE CITY OF NORMAN, and their respective agents, officers, and employees for all the here in before described expenses, claims, actions, or amounts recovered.

8. POLITICAL ACTIVITY

8.1. Hatch Act. All employees of NORMAN CHDO 2015, INC. shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §1501s, et seq., 18 USC §595).

8.2. Prohibition on use of HOME Funds. No portion of the HOME Funds may be used for any political activity or to further the election or defeat of any candidate for public office, or for lobbying activities.

9. NO-CONFLICT COVENANT

NORMAN CHDO 2015, INC. certifies, warrants and covenants to HUD and THE CITY OF NORMAN that other than the compensation for services contemplated by this Written Agreement, no governing board member, director, officer, agent, consultant, employee or sub-contractor of NORMAN CHDO 2015, INC. has any interest, direct or indirect, in the HOME Project covered by this Written Agreement nor will any such person or entity receive any benefit from the HOME-assisted activities and projects under this Written Agreement and that none of the enumerated persons shall acquire any such interest during their tenure in office or employment by NORMAN CHDO 2015, INC. and for one year thereafter. NORMAN CHDO 2015, INC. further covenants that in the performance of this Written Agreement no person having any such interest will be employed by NORMAN CHDO 2015, INC. NORMAN CHDO 2015, INC. warrants to THE CITY OF NORMAN that, in the event NORMAN CHDO 2015, INC. becomes aware that any governing board member, director, officer, agent, consultant or employee of NORMAN CHDO 2015, INC. has a prohibited interest in or is receiving any benefit from the HOME-assisted activities, HOME Funds and HOME Project(s) covered by this Written Agreement, NORMAN CHDO 2015, INC. shall immediately notify THE CITY OF NORMAN.

10. RECORDS, PUBLICATIONS AND OTHER MATERIALS

10.1. Maintenance of HOME Project Records. NORMAN CHDO 2015, INC. shall be responsible for the creation, compilation and maintenance of records and materials pertaining to the use and expenditure of the HOME Funds and the Home Project(s) funded or assisted by said HOME Funds pursuant to this Written Agreement, including, but not limited to, work plans, work orders, invoices, site drawings, interim statements and summaries, photographs, video tapes, correspondence, financial and accounting records and reports, property and personnel

records, and any other records set forth in 24 CFR, Part 92.508, *Recordkeeping,* and other instruments and supporting documents, exhibits and records (hereinafter collectively the "HOME Project Records"). NORMAN CHDO 2015, INC. shall keep and maintain all HOME Project Records in an organized, systemized fashion at principal office of NORMAN CHDO 2015, INC. All HOME Project Records maintained by NORMAN CHDO 2015, INC. shall be segregated from NORMAN CHDO 2015, INC.'s other records at all times.

10.2. Retention of records. NORMAN CHDO 2015, INC. shall retain all HOME Project Records for at least as long as the minimum period(s) specified in 24 CFR, Part 92.508(c).

10.3. Ownership of HOME Project Records. All HOME Project Records are the property of THE CITY OF NORMAN and NORMAN CHDO 2015, INC. shall have no proprietary claim to same. THE CITY OF NORMAN shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports and materials prepared pursuant to this Written Agreement. No materials or records created, produced or maintained by NORMAN CHDO 2015, INC. pursuant to this Written Agreement shall be made subject by NORMAN CHDO 2015, INC. to copyright in the United States or any other country.

10.4. Legend. Any publication or other material produced as a result of this Written Agreement shall include in a prominent location near the beginning the following statement:

> This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the City of Norman.

10.5. Audits. All records and accounts of NORMAN CHDO 2015, INC. shall be made available on demand to the Oklahoma State Auditor and Inspector, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States and THE CITY OF NORMAN and their respective agents and designees for inspection and use in carrying out its responsibilities for administration of HOME Funds.

10.6. Reporting requirements. NORMAN CHDO 2015, INC. shall furnish THE CITY OF NORMAN with narrative reports and financial reports related to the HOME Project, HOME Funds and compliance with the terms and conditions of this Written Agreement, in the form and at such times as might be required by THE CITY OF NORMAN. NORMAN CHDO 2015, INC. shall provide THE CITY OF NORMAN with timely copies of reports from any audits that include HOME Funds received pursuant to this Written Agreement.

10.7. Closeout reports. NORMAN CHDO 2015, INC. shall submit closeout documents in accordance with the forms and requirements of the Policies and Procedures Manual. NORMAN CHDO 2015, INC. may closeout a Written Agreement when all HOME Funds have been drawn down, expended and accounted for in accordance with the terms of this Written Agreement.

11. COMPENSATION TO NORMAN CHDO 2015, INC.

11.1. Amount of allocation. The total allocation of HOME Funds for use in the HOME Project is set forth in Part I of this Written Agreement.

11.2. Requests for reimbursements. Requests for reimbursements may not exceed the allocation amount. All requests for reimbursement shall be submitted to THE CITY OF NORMAN during the Funding Period specified in Part I of this Written Agreement. NORMAN CHDO 2015, INC.'s final request for reimbursement must be submitted not later than sixty (60) days after the close of the Funding Period. Requests for reimbursement submitted more than sixty (60) days after the close of the Funding Period may be disallowed by THE CITY OF NORMAN.

11.3. Decrease in reimbursement request. In order to effect proper cash management, THE CITY OF NORMAN may, if THE CITY OF NORMAN determines that NORMAN CHDO 2015, INC. has HOME Funds on hand at the time a reimbursement request is made, modify the basis for compensation to NORMAN CHDO 2015, INC. and decrease the amount of the reimbursement request. NORMAN CHDO 2015, INC. agrees that the determination to decrease a reimbursement request shall be at the sole discretion of THE CITY OF NORMAN.

11.4. Uses of HOME Funds. HOME Funds allocated pursuant to this Written Agreement shall be used only for expenses incurred during the Funding Period specified in Part I of this Written Agreement for the purposes and activities approved and agreed to by THE CITY OF NORMAN, except as provided in the Final Rule at 24 CFR Part 92.206(d)(1), and consistent with the terms and conditions of this Written Agreement. No HOME Funds may be used for expenses or obligations incurred after the Funding Period.

11.5. Audit expenses. Allowable audit expenses may be accrued for an audit to be performed after the end of the Funding Period.

12. PROPERTY PROCUREMENT

12.1. Property acquired. Procurement, management, and disposition of property acquired with HOME Funds shall be governed by NORMAN CHDO 2015, INC.'s internal policies and applicable state laws.

12.2. Construction material. Materials acquired for construction purposes shall be deemed real property once they have become a part of the project.

13. AUDIT and DISALLOWED COSTS

NORMAN CHDO 2015, INC. shall comply with 24 CFR, Part 45 and PART 200—Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards which are incorporated and made a part hereof. In the event an audit by a CPA firm, THE CITY OF NORMAN compliance audit or other disclosure results in the determination that NORMAN CHDO 2015, INC. has expended HOME funds on disallowed or ineligible costs or other misuses of said funds, NORMAN CHDO 2015, INC. shall immediately reimburse THE CITY OF NORMAN in full for any and all such costs.

14. REPAYMENTS AND RECAPTURED FUNDS

Repayment of HOME Funds is required to be made in accordance with 24 CFR, Part 92.503, *Program Income, repayments, and recaptured funds* and 24 CFR Part 85. NORMAN CHDO 2015, INC. shall record the receipt and expenditure of repayment in accordance with the standards specified in 24 CFR, Part 92.503 and shall ensure that repayments are used for additional HOME activities consistent with the representations made in the Application or returned to THE CITY OF NORMAN immediately.

15. TERMINATION OR SUSPENSION

15.1. By agreement. This Written Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties.

15.2. For cause. This Written Agreement may be terminated or suspended by THE CITY OF NORMAN, in whole or in part, for cause, after notice and an opportunity for NORMAN CHDO 2015, INC. to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with THE CITY OF NORMAN's Administrative Rules. Grounds constituting cause include, but are not limited to:

a. NORMAN CHDO 2015, INC. fails to comply with provisions of this Written Agreement or with any applicable laws, regulations, guidelines, or procedures, including THE CITY OF NORMAN policies and issuances, or is unduly dilatory in executing its commitments under this Written Agreement;

b. Purposes for the HOME Funds have not been or will not be fulfilled or would be illegal to carry out;

c. NORMAN CHDO 2015, INC. has submitted incorrect or incomplete documentation pertaining to this Written Agreement;

d. NORMAN CHDO 2015, INC. is unduly dilatory in executing its commitments under this or a prior Written Agreement with THE CITY OF NORMAN, including, but not limited to, submission of any audits due, resolution of audit findings, and monitoring results.

15.3. Bankruptcy. If a Petition in Bankruptcy is filed by, or against NORMAN CHDO 2015, INC. or the HOME Project, THE CITY OF NORMAN may, at its option cancel and terminate this Written Agreement.

15.4 De-obligate Funding: THE CITY OF NORMAN may unilaterally modify this Written Agreement to de-obligate funds not properly drawn down, expended and accounted for by the NORMAN CHDO 2015, INC. as of the final date of the term of the contract, or such earlier date as determined by THE CITY OF NORMAN in the event of an uncured default by NORMAN CHDO 2015, INC..

15.5 Liability for breach. NORMAN CHDO 2015, INC. shall not be relieved of liability to THE CITY OF NORMAN for damages sustained by THE CITY OF NORMAN by virtue of any breach of this agreement by NORMAN CHDO 2015, INC. THE CITY OF NORMAN may withhold payments due under this agreement pending resolution of the damages.

16. MISCELLANEOUS PROVISIONS

16.1. Interpretation and Enforceability. In the event the terms or provisions of this Written Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of the terms and provisions of this Written Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Written Agreement and the administrative procedures available under THE CITY OF NORMAN's Administrative Rules and the Oklahoma Administrative Procedures Act, 75 Oklahoma Stat., Sections 251, et seq. In the event THE CITY OF NORMAN must initiate proceedings to enforce the terms and conditions of this Written Agreement or seek redress for damages caused by NORMAN CHDO 2015, INC.'s breach of this Written Agreement, THE CITY OF NORMAN shall be entitled to recover all costs, including without limitation, court costs and attorney's fees, incurred in such proceedings.

16.2. Non-Waiver of Defaults. Any failure by THE CITY OF NORMAN, at any time, to enforce or require the performance of any of the terms or conditions of this Written Agreement, or to exercise a right hereunder, or payment or reimbursement of NORMAN CHDO 2015, INC.,

shall not, nor shall it be construed to constitute a waiver or limitation of any terms, conditions or rights of THE CITY OF NORMAN, the State of Oklahoma or HUD hereunder or at law.

16.3. Assignment. NORMAN CHDO 2015, INC. shall not assign this Written Agreement in whole or in part, without the prior written consent of THE CITY OF NORMAN, nor shall NORMAN CHDO 2015, INC. assign or pledge any moneys due to, or to become due to NORMAN CHDO 2015, INC. pursuant to this Written Agreement, without the prior written consent of THE CITY OF NORMAN.

16.4. Binding Effect. The terms and conditions of this Written Agreement shall extend and inure to the benefit of and be binding upon the respective successors, heirs, and assigns of the parties hereto. All indemnifications contained in this Written Agreement shall survive the completion of the Project, and the expiration or termination of this Written Agreement.

16.5. Entire Agreement. This Written Agreement, including Parts I, II, III and IV, attachments, documents and statutes, regulations and Executive Orders incorporated by reference, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the matters set forth herein.

16.6. Construction. This Agreement shall be construed, enforced, and governed in accordance with the laws of the State of Oklahoma and applicable federal statutes and regulations.

16.7. General. The captions and headings used in this Written Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

16.8. Notice. All notices, requests and demands shall be to the following persons:

THE CITY OF NORMAN
ATTENTION: Director of Planning and Community Development
225 N. Webster
Norman, OK 73069

Norman CHDO 2015, Inc.
700 N. Berry Road
Norman, Oklahoma 73069

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or deposited in the United States via certified mail, return receipt requested, properly addressed and with postage prepaid.

City of Norman
HOME Investment Partnerships
Written Agreement Part II; Norman CHDO 2015, Inc.

K-2526-14

Norman CHDO 2015, Inc.

Steve Mohr, Board President

Attest:

Brandon Hopper, Board Secretary

Norman Affordable Housing Corporation, Inc.

Mariann Ratliff, Board President

Attest:

Karen Canavan, Board Secretary

The City of Norman, Oklahoma

Stephen Tyler Holman, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this 9th day of July, 2025.

City Attorney's Office

SPECIAL CONDITIONS

The Norman CHDO 2015, Inc. (CHDO 2015) and Norman Affordable Housing Corporation, Inc. (NAHC) have read and reviewed all of the following Special Conditions and agrees and acknowledges that as Co-Applicants must comply with each as defined by their roles:

1. HOME Project Allocation and Use of HOME funds

A. CHDO 2015 will utilize HOME funds in the amount of $342,000 awarded by this Written Agreement for the construction of a single four bedroom unit of rental housing.
B. The project will be a CHDO project. CHDO 2015's CHDO role will be Sponsor. CHDO 2015 as the project sponsor will assist NAHC, a nonprofit organization, to own/acquire, develop, and manage a rental project. CHDO 2015 will receive the initial commitment of CHDO set-aside and HOME Investment Partnership funds with the requirement that it has designated up-front the nonprofit organization NAHC to assume the grant/loan obligations at a specified time in the development process (at completion of the construction or on June 30, 2026 whichever occurs first).
C. At completion of the construction, CHDO 2015 will relinquish their site control to NAHC. NAHC agrees to comply with the HOME regulations and the HOME Final Rule and required provisions at 24 CFR Part 92.504 and the terms of this Written Agreement.
D. This subsidy from THE CITY OF NORMAN to CHDO 2015 is in the form of a grant.
E. The minimum Match requirement for this Written Agreement is $85,500. Of these funds $58,410.18 will be provided by NAHC and designated as such in the pro-forma. The remaining $27,089.82 of Match will be provided by the City of Norman HOME Match Log Bank.

2. HOME Project Description

A. The unit will be in City of Norman, Cleveland County. **The address of the unit is 521 Leaning Elm, Norman, OK.**
B. The unit is one (1), four (4) bedroom, two and one half (2 1/2) bathroom single family dwellings with approximately 2,000 square feet of living space.
C. When completed, the unit will be designated as a HOME Assisted Rental unit.

3. Construction Standards

A. The Architectural Plans and Specifications must be submitted to THE CITY OF NORMAN for approval prior to the commencement of any construction activity.
B. Development will meet and/or exceed all City, State and local code requirements. CHDO 2015 will ensure THE CITY OF NORMAN's Written Construction Standards are met or exceeded. Building codes to be utilized will be the currently adopted codes for the City of Norman. A Building Permit issued by the City of Norman is required.
C. Ensure that all housing assisted with HOME funds under this contract is carried out in compliance with the Lead Based Paint Regulations at 24 CFR Part 35 and Asbestos Regulations at 40 CFR Part 61, Subpart M.

4. Project Operational Requirements

A. The initial occupants of the HOME Assisted Unit will be restricted to tenants at 60% or less of Area Median Income (AMI). CHDO 2015, until management turnover to NAHC, and NAHC after the turnover, will ensure that all tenant individuals and/or households have incomes that do not exceed the respective AMI for Cleveland County as published annually by HUD. Subsequent tenant households in the three units must have incomes at or below 80% of AMI for Cleveland County until the 20-year Period of Affordability requirements have been met.
B. As management agent, NAHC will ensure tenant eligibility according to HOME income guidelines and the guidelines in THE CITY OF NORMAN's HOME Application packet.
C. As management agent, NAHC will ensure that the rent charged for the units do not exceed the High HOME rent limit for Cleveland County as published annually by HUD.
D. As management agent, NAHC must submit the initial rents to THE CITY OF NORMAN for approval, and thereafter on an annual basis. THE CITY OF NORMAN will review the rents annually for compliance and approve or disapprove as applicable.
E. As management agent, NAHC must submit the proposed utility allowances for THE CITY OF NORMAN's verification and approval. Initially the utility allowances must be computed using the HUD Utility Schedule Model.
F. **If unit remains continuously vacant for more than ninety (90) days, as management agent, NAHC must notify THE CITY OF NORMAN and submit a marketing plan within thirty days of the notification to THE CITY OF NORMAN. Plan will be reviewed and approved by THE CITY OF NORMAN to ensure a sufficient occupancy level is maintained.**
G. NAHC will manage the property. If in the future, NAHC will no longer manage, any substitute management company or individual must be approved by THE CITY OF NORMAN.
H. The HOME unit at all times must meet the Housing Quality Standards (HQS) in order to ensure that the unit is decent, safe and sanitary.
I. As management agent, NAHC may not charge any fees that are not reasonable and customary for the area.

J. As management agent, NAHC must adhere to its fair lease and grievance procedure and its program of tenant participation in management decisions, and approved by THE CITY OF NORMAN.

5. Period of Affordability

A. The period of affordability is twenty (20) years. A Deed Restriction must be filed to protect the period of affordability. A Deed Restriction must be filed within thirty (30) days of issuance of the Release of Funds, and prior to any funds being drawn down. The beginning and ending dates of the period of affordability will not be known until the project is completed in HUD's IDIS System. At that time, the City of Norman will file an Amended Deed Restriction that sets forth the exact beginning and ending dates.
B. **During the period of affordability, for every 180 days that any unit is continuously vacant, one year will be added to the period of affordability.**
C. THE CITY OF NORMAN has the right to enforce all provisions of this Written Agreement throughout the period of affordability, twenty (20) years, regardless of the Written Agreement completion date.

6. Environmental Review

A. Ensure that all appropriate environmental reviews are satisfactorily completed pursuant to the guidelines set out in 24 CFR Part 58. Under the HOME Environmental process, no funds, either HOME or non-HOME funds may be committed until the Release of Funds is received, except as noted in Section 8.E. below. Also, no contracts should be entered into during this timeframe, especially with a contractor. This contract is contingent upon successful completion of the environmental review process. Tiered review for the HOME and CHDO funds was completed annually with each funding cycle, site specific review completed June 23, 2025.

7. Project Documentation

A. Documentation for all Federal Requirements (Fair Housing, Minority Outreach, Environmental, Housing Complaints, Conflict of Interest, and etc.) must be maintained and available for review.
B. Create and maintain a complete record of all items pertaining to the Project, documentation and information that would help expedite the compliance monitoring process.

8. Disbursement of Funds and Construction Progress Inspections

A. Requests for disbursement of funds cannot be submitted until such time as the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed to pay eligible expenditures.

B. THE CITY OF NORMAN will conduct construction progress inspections at all major stages of construction. Prior to construction commencement, THE CITY OF NORMAN's will meet with CHDO 2015 and NAHC to review the work write-ups and cost estimates and determine whether or not CHDO 2015 and NAHC are ready to proceed with construction.

9. Notice of Personnel Changes

A. NAHC will notify THE CITY OF NORMAN anytime there is a change in any staff position that would be involved in this project, either in the construction phase or the ongoing management and oversight. NAHC's capacity will be reevaluated at that time.

10. Schedule for Completing Tasks and Deadlines

A. Construction must commence within 6 months of the execution of this Written Agreement modification, or the HOME funds must be repaid.

B. NAHC must fully complete the Project as set forth in the Application by no later than June 30, 2025. **In monitoring the performance of Norman CHDO 2015, Inc. and NAHC, THE CITY OF NORMAN will also refer to the more detailed schedule provided in the Application, which is a part of this Written Agreement and incorporated by reference.** The construction schedule provided indicates that the project will be constructed and ready for occupancy within one year of the date of this Written Agreement. If the project is delayed beyond June 30, 2026, Norman CHDO 2015, Inc. must advise THE CITY OF NORMAN. THE CITY OF NORMAN will work with Norman CHDO 2015, Inc. to complete the project as soon as reasonably possible.

C. Norman CHDO 2015, Inc. must submit quarterly progress reports throughout the entire process of construction and initial lease-up, until all units have been initially leased to a qualifying household. The quarterly reports will be due on October 10th, January 10th, April 10th, and July 10th of each year, must use the form for HOME Program quarterly progress reports provided by the CITY OF NORMAN. **The initial quarterly progress report for this contract will be due October 10, 2025.** Failure to submit timely and accurate reports may result in a monitoring finding, and if it becomes a recurring problem it may result in termination of the contract. Quarterly progress reports should be submitted to Lisa D. Krieg, Grants Planner.

D. Vacant units should be leased to an initial qualifying tenant household within 6 months of being placed in service. If the units have not been leased to qualifying tenant households within that timeframe, NAHC must submit a marketing plan to THE CITY OF NORMAN outlining what efforts it has taken an will take to locate qualifying tenant households. THE CITY OF NORMAN must approve the ongoing marketing plan. **If any vacant unit has not been leased to a qualifying tenant within 18 months of said unit being placed in service, NAHC must repay the HOME funds invested in that unit.**

11. Logs and Reports

A. Establish and maintain a Use of Funds Log, which clearly identifies the amount of funds used in each project (HOME, other federal, private or a combination thereof).
B. Establish and maintain a Match Tracking Log that will account for expenditures of Match contributions used in each project.
C. Reimbursement Reports: Must be submitted by noon on Wednesday to be paid within 30 days.
D. Activity Completion Reports: Must be submitted within 120 days of final activity draw.
E. Closeout Documentation: Submit no later than 60 days after the end of the contract period or completion of project.
F. The Minority Business Enterprises report is due on or before October 15th of each year for period from Oct. 1 - Sept 30.
G. The Annual Performance Report (APR) is due on or before October 15th of each year for the period of October 1-September 30. The APR must also be submitted with the contract closeout.
H. The Rental Annual Performance Report must be submitted to THE CITY OF NORMAN on or before October 15th of each year until the affordability period is exhausted.
I. Provide other progress/performance and financial reports as required or upon the request of THE CITY OF NORMAN.

12. Match Requirements

All HOME Project Funds expended under this contract require a minimum of 25% in eligible match contributions. **Match liability is incurred at the time project funds are drawn.**

THE CITY OF NORMAN requests that all applicants meet the full 25% Match requirement, regardless of any Match waivers or reductions by HUD. The Match you committed and identified in your application may be banked based upon submission of proper documentation if the HOME funds are drawn during the Match waiver period.

13. Other Requirements

Perform all other tasks and meet all other requirements as outlined in the Application, which is incorporated herein and made a part hereof.

If Norman CHDO 2015, Inc. or NAHC fail to comply with the terms of this Written Agreement, THE CITY OF NORMAN may require Norman CHDO 2015 and/or NAHC to repay all or a part of the HOME funds invested in the project.

Norman CHDO 2015, Inc. and NAHC have read and reviewed all of the Special Conditions and agree and acknowledge that it must comply with each.

City of Norman
HOME Investment Partnerships
Written Agreement Part III

K-2526-14

Norman CHDO 2015, Inc.

Steve Mohr, Board President

Attest:

Brandon Hopper, Board Secretary

Norman Affordable Housing Corporation, Inc.

Mariann Ratliff, Board President

Attest:

Karen Canavan, Board Secretary

The City of Norman, Oklahoma

Stephen Tyler Holman, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this 9th day of July, 2025.

City Attorney's Office

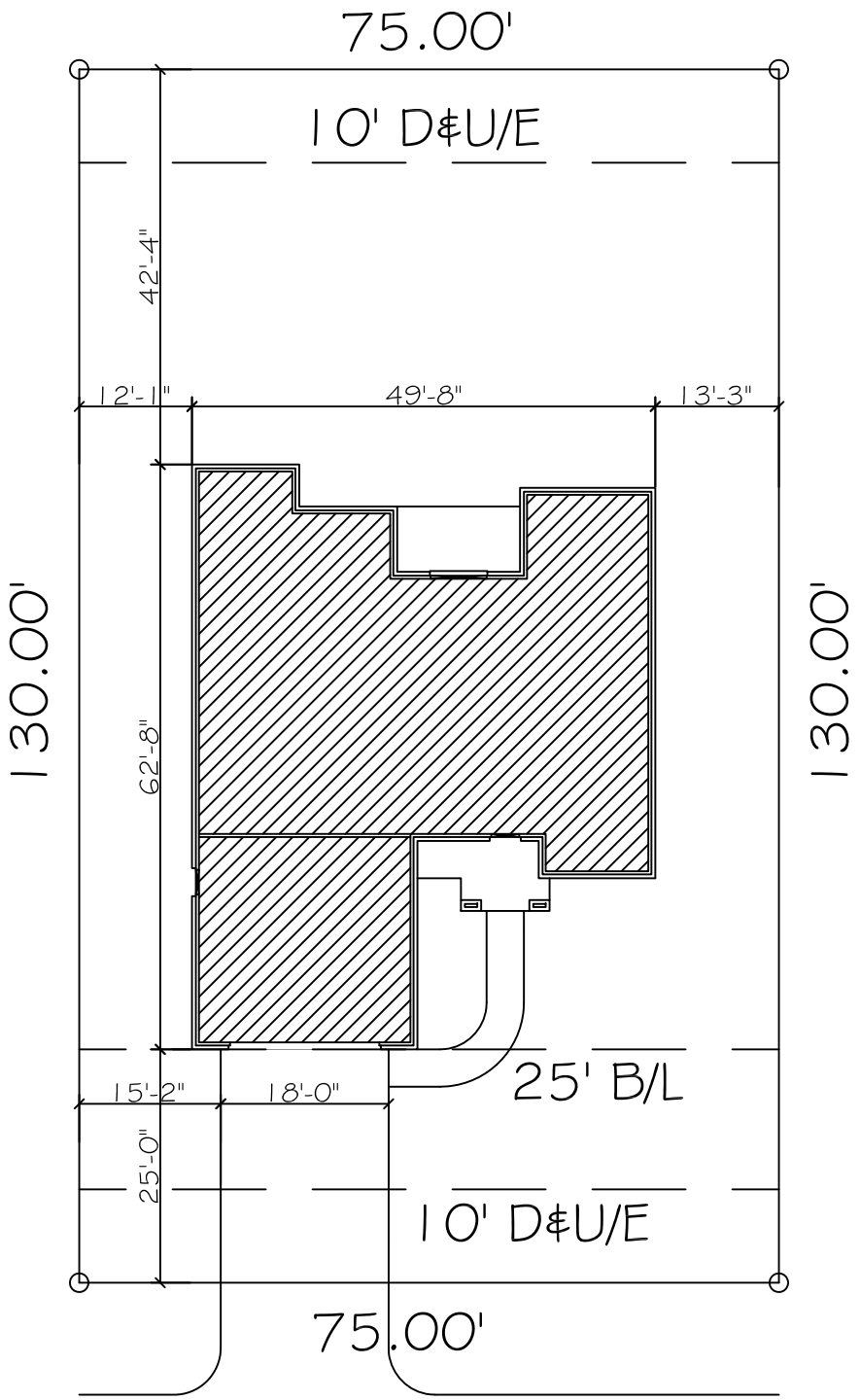
BUDGET

Cost Categories		**Estimates**
Construction		335,500.00
Soft Costs		6,500.00
Total Project Cost		342,000.00
CHDO Funds		342,000.00
City of Norman HOME Funds		-
City of Norman HOME Funds	(Match Bank)	27,089.82
Norman Affordable Housing Corporation, Inc.	(Match Funds)	58,410.18
		427,500.00

In monitoring the performance of Norman CHDO 2015, Inc. and Norman Affordable Housing Corporation, Inc., The City of Norman will also refer to the more detailed budget provided in the Application, which is a part of this Written Agreement and incorporated by reference.

All HOME Project Funds expended under this contract require a minimum of 25% in eligible match contributions. **Match liability is incurred at the time project funds are drawn.**

Item 20.



SCALE: 1"=20'

HOUSE: 1,808 SQ.FT.
GARAGE: 550 SQ.FT.
PORCHES: 177 SQ.FT.
CONCRETE: 555 SQ.FT.
COVERAGE: 3,090 SQ.FT.

WOODCREST EST. 6th ADD.

LOT 8, BLOCK 9
NORMAN, CLEV. CO., OK
LAND AREA: 9,750 SQ.FT.

521 LEANING ELM DR.

THESE PLANS ARE THE PROPERTY OF PREFERRED PLANS, LLC AND ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THE CONSTRUCTION OF THE PROJECT FOR WHICH THEY WERE PREPARED. THEY ARE NOT TO BE LOANED, COPIED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF PREFERRED PLANS, LLC.
© ALL RIGHTS RESERVED

392

DATE: 12/31/2025

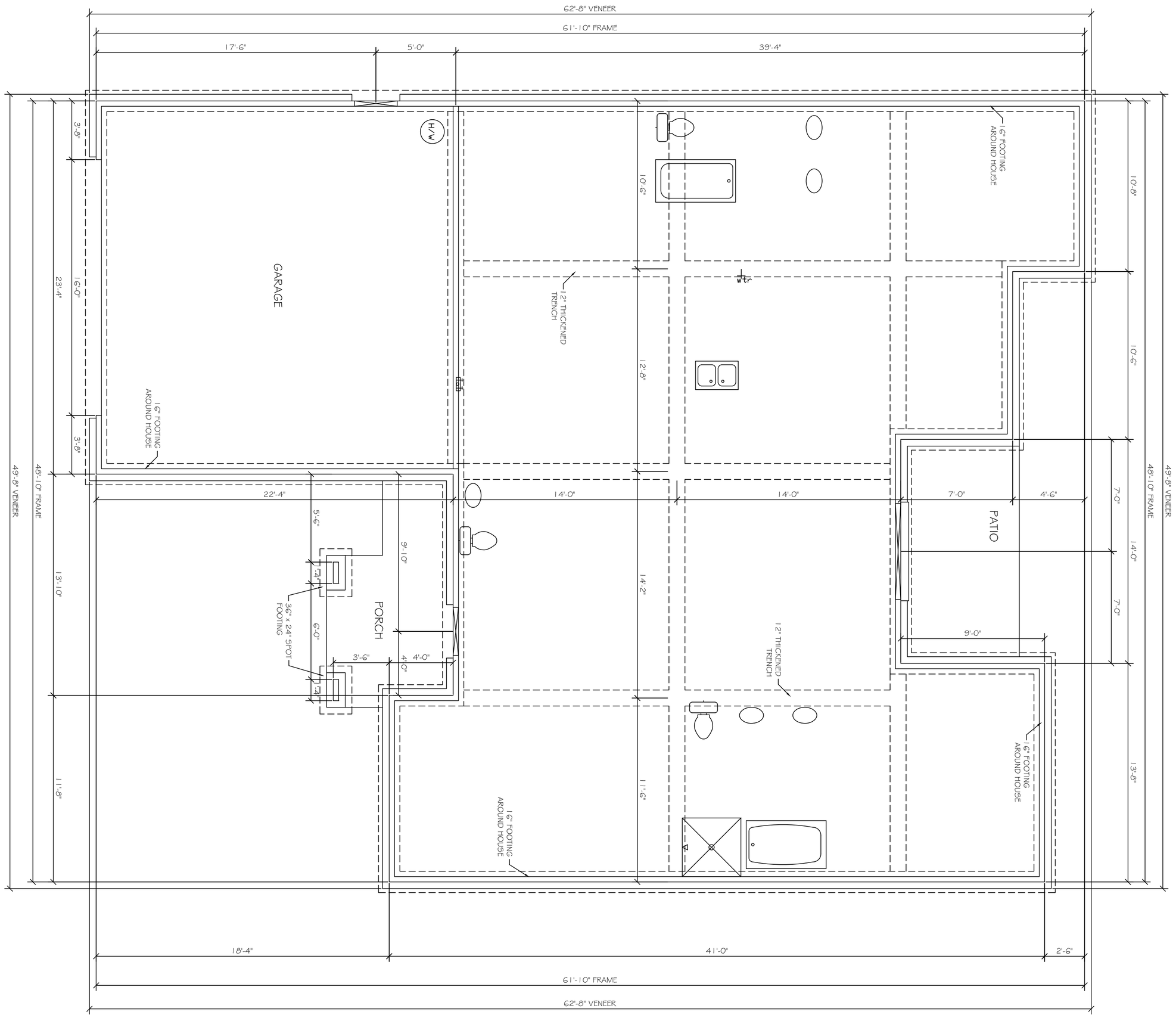
SCALE: AS SHOWN

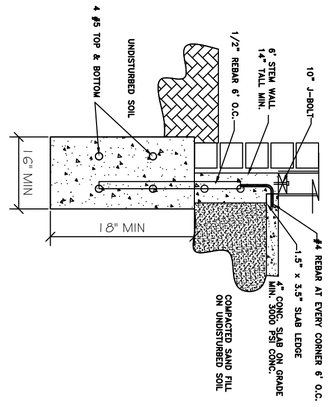
DESIGNER IS NOT AN ARCHITECT OR ENGINEER. ALL DIMENSIONS SHOULD BE VERIFIED BY A CONSTRUCTION PROFESSIONAL BECAUSE LOCAL CODES MAY VARY AS WELL AS SITE CONDITIONS. PREFERRED PLANS, LLC DOES NOT ASSUME ANY LIABILITY FOR THESE PLANS FOR USE ON ANY SPECIFIC SITE. CONSULT YOUR LOCAL ARCHITECT OR ENGINEER TO DETERMINE THE SUITABILITY OF THESE PLANS FOR USE ON YOUR SPECIFIC SITE OR LOCALE.

717 26TH AVE NW STE. 201
NORMAN, OK 73069
TEL. (405) 447-8999
www.preferred-plans.net

PREFERRED PLANS LLC

PLOT PLAN
1





COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

SCALE: 1/4" = 1'-0"

DATE: 3/25/2025

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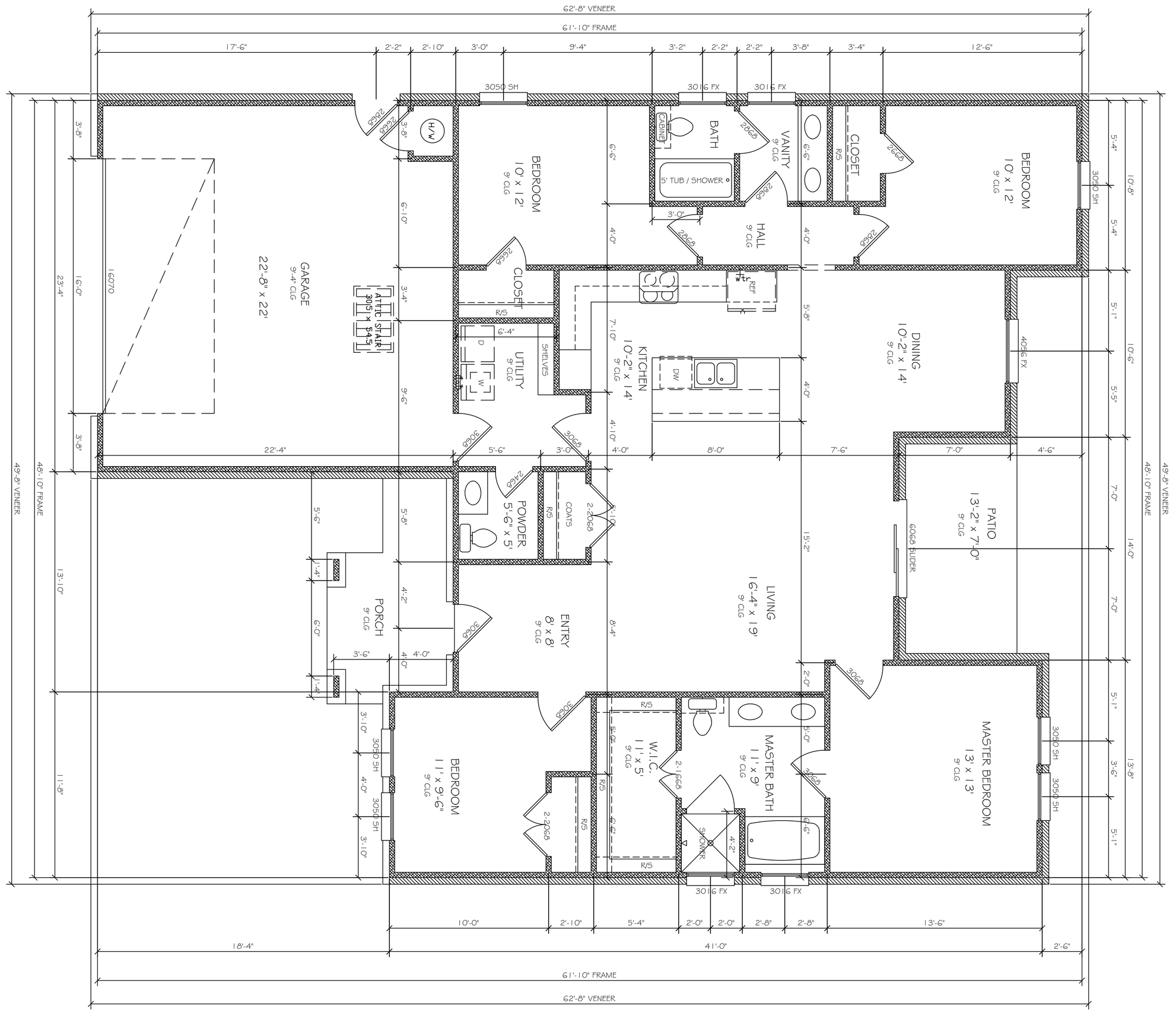
DESIGNER IS NOT AN ARCHITECT OR ENGINEER, AND CONSTRUCTION DRAWINGS MAY NEED TO BE PREPARED WITHOUT THE ASSISTANCE OF A LICENSED ARCHITECT OR ENGINEER BECAUSE LOCAL CODES MAY VARY PREFERRED PLANS, LLC DOES NOT WARRANT THE SUITABILITY OF THESE PLANS TO ANY PARTICULAR JOB SITE. CONSULT YOUR LOCAL BUILDING OFFICIALS AND ENGINEER TO DETERMINE THE SUITABILITY OF THESE PLANS FOR USE ON YOUR SPECIFIC SITE OR LOCALE.

TOTAL FRAME: 1755 sq. ft.
TOTAL VENEER: 1808 sq. ft.
GARAGE FRAME: 521 sq. ft.
GARAGE VENEER: 550 sq. ft.
COVERED PORCH: 85 sq. ft.
COVERED PATIO: 92 sq. ft.

PREFERRED PLANS LLC
717 26TH AVE NW STE. 201
NORMAN, OK 73069
TEL. (405) 447-8999
www.preferred-plans.net

FOUNDATION 2



3 FLOOR PLAN

PREFERRED PLANS LLC
717 26TH AVE NW STE. 201
NORMAN, OK 73069
TEL. (405) 447-8999
www.preferred-plans.net

TOTAL FRAME: 1755 sq. ft.
TOTAL VENEER: 1808 sq. ft.
GARAGE FRAME: 521 sq. ft.
GARAGE VENEER: 550 sq. ft.
COVERED PORCH: 85 sq. ft.
COVERED PATIO: 92 sq. ft.

DESIGNER IS NOT AN ARCHITECT OR ENGINEER, AND CONSTRUCTION METHODS ILLUSTRATED MAY BE USED WITHOUT THE ASSISTANCE OF A LICENSED ARCHITECT OR ENGINEER. BECAUSE LOCAL CODES MAY VARY GREATLY, PREFERRED PLANS, LLC DOES NOT WARRANT THE SUITABILITY OF THESE PLANS FOR USE ON YOUR PARTICULAR SITE. CONSULT YOUR LOCAL BUILDING OFFICIALS AND ENGINEERS TO DETERMINE THE SUITABILITY OF THESE PLANS FOR USE ON YOUR SPECIFIC SITE OR LOCALITY.

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

SCALE: 1/4" = 1'-0"

DATE: 3/25/2025

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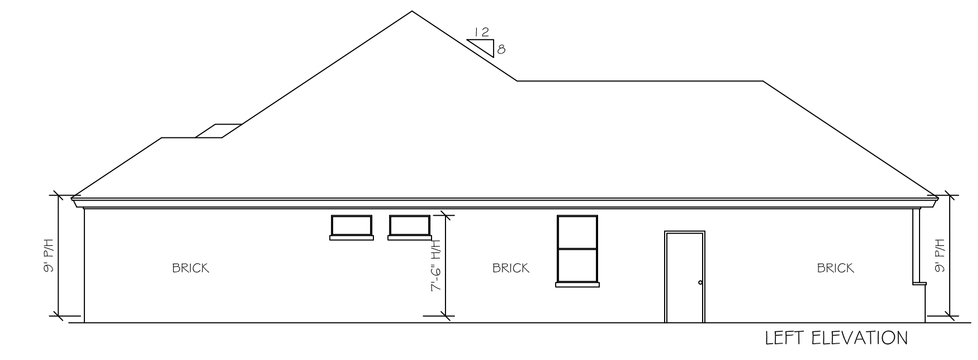
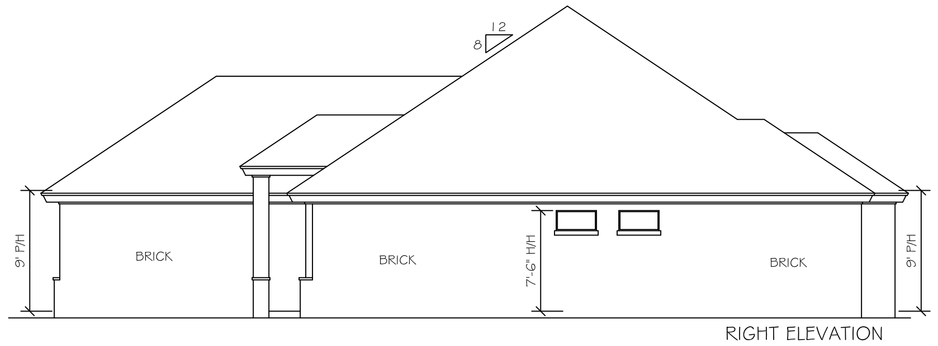
FRONT ELEVATION

SCALE: 1/4"=1'-0"

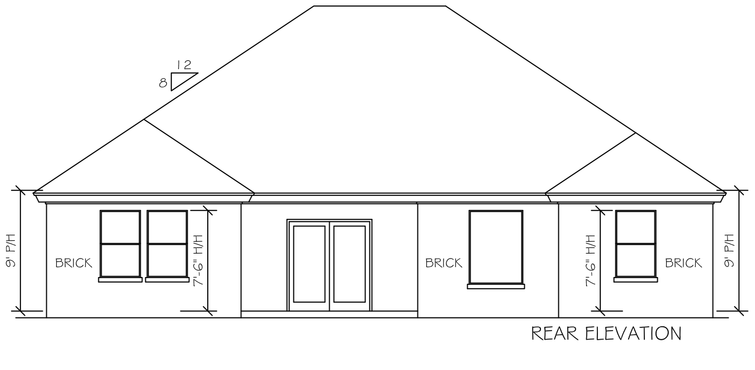
SCALE: 1/8"=1'-0"



LEFT ELEVATION

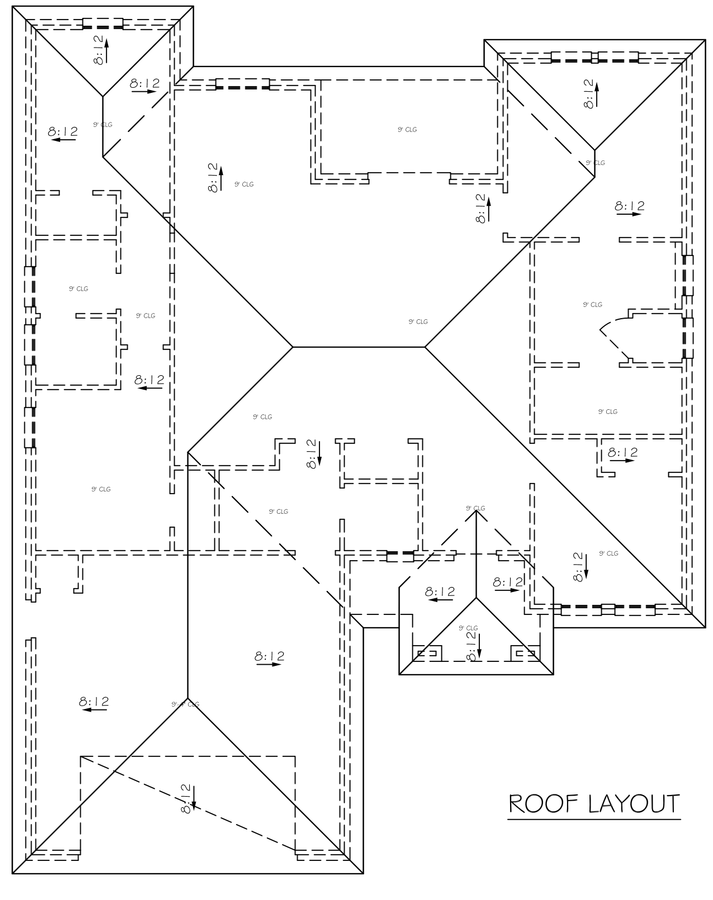


RIGHT ELEVATION



REAR ELEVATION

SCALE: 1/8"=1'-0"



ROOF LAYOUT

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DATE:
3/25/2025

SCALE:
AS SHOWN

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

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TOTAL FRAME:
1733 sq. ft.

TOTAL VENEER:
1808 sq. ft.

GARAGE FRAME:
521 sq. ft.

GARAGE VENEER:
550 sq. ft.

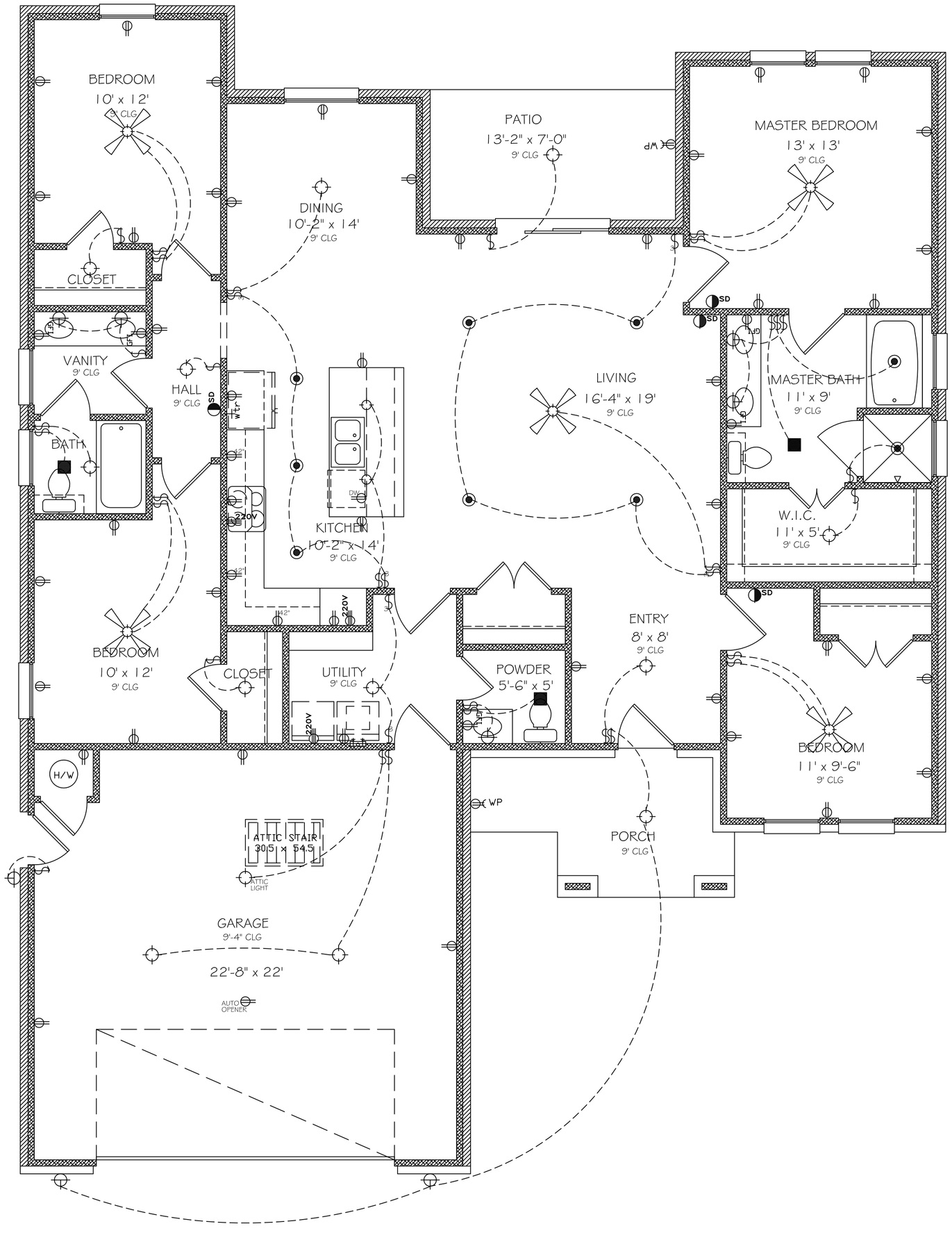
COVERED PORCH:
89 sq. ft.

COVERED PATIO:
92 sq. ft.

717 26TH AVE NW STE. 201
NORMAN, OK 73069
TEL. (405) 447-8999
www.preferred-plans.net

PREFERRED PLANS LLC

ELEVATIONS
4



ELECTRICAL/LIGHTING SYMBOLS	
	110V DUPLEX OUTLET
WP	110V WEATHER PROOF–NO FAULT
	110V FLOOR OUTLET
220V	220V DUPLEX OUTLET
GFI	110V GROUND FAULT INTERCEPTOR
TVBL	TELEVISION ANTENNA LEAD
	TELEPHONE OUTLET
BL	BULLET LIGHT
	RECESSED CAN LIGHT
	RECESSED SPOT LIGHT
	BATHROOM EXAUST VENT
	BATHROOM EXHAUST VENT,HEATER,& LIGHT
	BRACKET LIGHT
	WALL MOUNTED BRACKET LIGHT
	4' VANITY SURFACE–MOUNTED STRIP LIGHT
	3' VANITY SURFACE–MOUNTED STRIP LIGHT
	TRACK LIGHT (AS SPECIFIED)
	CEILING FAN W/ LIGHT KIT
	EXTERIOR FLOOD LIGHT
CH	DOOR CHIME
SD	SMOKE DETECTOR (INSTALL AS REQUIRED BY CODE)
	SWITCH
D	DIMMER SWITCH
JS	JAMB SWITCH
	UNDER/OVER CABINET LIGHT
	FLUORESCENT LIGHT

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© ALL RIGHTS RESERVED

DATE:
3/25/2025

SCALE:
1/4" = 1'-0"

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

DESIGNER IS NOT AN ARCHITECT OR ENGINEER, AND CONSTRUCTION SHOULD NOT BE UNDERTAKEN WITHOUT THE ASSISTANCE OF A CONSTRUCTION PROFESSIONAL, BECAUSE LOCAL CODES MAY VARY AS WELL AS SITE CONDITIONS. PREFERRED PLANS, LLC DOES NOT WARRANT THE SUITABILITY OF THESE PLANS FOR USE ON ANY SPECIFIC SITE. CONSULT YOUR LOCAL ARCHITECT OR ENGINEER TO DETERMINE THE SUITABILITY OF THESE PLANS FOR USE ON YOUR SPECIFIC SITE OR LOCALE.

TOTAL FRAME:
1755 sq. ft.

TOTAL VENEER:
1808 sq. ft.

GARAGE FRAME:
521 sq. ft.

GARAGE VENEER:
550 sq. ft.

COVERED PORCH:
85 sq. ft.

COVERED PATIO:
92 sq. ft.

717 26TH AVE NW STE. 201
NORMAN, OK 73069
TEL. (405) 447-8999
www.preferred-plans.net

ELECTRICAL

E

File Attachments for Item:

21. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF BID 2425-40 AND CONTRACT K-2526-16: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND CIMARRON CONSTRUCTION COMPANY, IN THE AMOUNT OF $5,499,994 FOR THE LOWER IMHOFF CREEK STABILIZATION PROJECT; PERFORMANCE BOND B-2526-11; STATUTORY BOND B-2526-12; AND MAINTENANCE BOND MB-2526-6; RESOLUTION R-2526-9 GRANTING TAX-EXEMPT STATUS; AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 7/22/2025

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Scott Sturtz, Director of Public Works

TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF BID 2425-40 AND CONTRACT K-2526-16: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND CIMARRON CONSTRUCTION COMPANY, IN THE AMOUNT OF $5,499,994 FOR THE LOWER IMHOFF CREEK STABILIZATION PROJECT; PERFORMANCE BOND B-2526-11; STATUTORY BOND B-2526-12; AND MAINTENANCE BOND MB-2526-6; RESOLUTION R-2526-9 GRANTING TAX-EXEMPT STATUS; AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

A Storm Water Master Plan (SWMP) was developed for the City of Norman by PBS&J and accepted by City Council in November 2009.The SWMP recommends design and installation of stream bank stabilization techniques along stream segments of Imhoff Creek. The identified problem in the SWMP for Imhoff Creek is "4,200 lineal feet (LF) of severe bank erosion along both banks beginning at the upstream face of Highway 9 to approximately 2,000 LF upstream of Imhoff Road. The erosion along the banks has caused property fences and trees to fall into the creek."

As Imhoff Creek adjusted to changing upstream conditions, down cutting and widening resulted in extreme bank and bed erosion, which are characteristic in this portion of Imhoff Creek. Continued development along the length of the stream has exacerbated the runoff problems leading to trees and fences falling into the creek, loss of property and threats to infrastructure, including the Imhoff Road Bridge. In July of 2021, a critical failure of this bridge due to increasing erosion problems, led to this road being closed until April of 2022 to complete emergency repairs, with a resulting cost of just under $2 million dollars.

On June 9, 2015, Council approved Contract K-1415-134 by and between the City of Norman and Meshek & Associates, LLC, in the amount of $143,000. The contract services included detailed data collection and modeling resulting in the Lower Imhoff Creek Study Final Report.
On August 8, 2017, Council approved Resolution R-1718-21 accepting the Lower Imhoff Creek Study Final Report. The Lower Imhoff Creek Study Final Report recommended implementation

of a 5-year Monitoring Plan to evaluate the rate of degradation to the channel; training to City maintenance staff to learn new techniques for maintaining more natural stream restoration devices such as gabion walls, cross vanes, and others; and design and construction of stream mitigation improvements. The improvements were proposed to the City in phases, with Phase I beginning at Imhoff Road and ending approximately 1200 feet (approximately ¼ mile) downstream of Imhoff Road, and Phase II upstream of Imhoff Road and terminating at the end of the existing improved channel.

Furthering the SWMP's recommendation to design and install stream bank stabilization techniques, Council approved Amendment 1 to Contract K-1415-134 with Meshek and Associates on August 27, 2021. The scope of K-1415-134 Amd. 1 included preparation of Federal Emergency Management Agency (FEMA) Grant Application materials, surveys, permitting, modeling and project planning and management for Phase I, the downstream portion. Council ultimately allocated $550,000 per year for seven years beginning with the fiscal year 2021-2022 budget to the Imhoff Creek Stormwater Project (DR0062). Funds for K-1415-134 Amendment 1 were used from Stormwater Project, Design in the amount of $383,647.

On June 28, 2022, Council approved Resolution R-2122-134 authorizing City Staff to apply for a Hazard Mitigation (HMGP) Grant for Phase I including construction costs and reimbursement of the funds spent from the Imhoff Creek Stabilization project for design.

In November 2023, Oklahoma Department of Emergency Management and Homeland Security, (ODEMHS) officially informed the City of the grant award in the amount of $383,647 for Design of Phase I cost as well as an additional $19,065 for sub-recipient management costs (MC) for a total of $402,712. In December 2023, Council approved contract K-2324-98 with the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) to accept a grant in the amount of $402,712 for reimbursement of the design portion of the Lower Imhoff Phase I project. Reimbursements ($270,551.19) were processed in fiscal year 2023-2024 (FYE 2024), deposited into Special Revenue Fund and subsequently transferred back to the Capital Fund.

On October 21, 2024, FEMA notified City officials funding for the construction phase of the Imhoff Creek project, Phase I, had been awarded. The grant award in the amount of $2,953,160, includes federal funds in the amount of $2,662,835 (90%) and $290,325 (10%) in local match. The construction phase is FEMA's "Phase II" funding stage.

On November 11, 2024, City Council approved Contract K-2425-66, relating to the City’s acceptance of FEMA’s funding of Phase II, between the City of Norman and the ODEMHS. Funds for both the local match and the reimbursable federal match were transferred from the Capital Improvement Projects Fund, Imhoff Creek Stabilization, Construction (Account 50595531-46101; Project DR0062) to the Special Revenue Fund, Construction (Account 22595531-46101; Project DR0062).

DISCUSSION:
The project was publicly advertised on February 27, 2025, and March 6, 2025. Five contractors attended a pre-bid conference on February 28, 2025. Four bids were submitted and opened on April 10, 2025.

Tabulation of Bid Results

Contractor	Total
Tri-City Seal Co.	$4,955,490.40
Cimarron Construction Co	$5,499,994.00
Silver Star Construction Co. Inc.	$8,870,000.00
Downey Contracting	$9,884,565.40
Engineer's Estimate	**$3,414,129.75**

The low bid was submitted by Tri-City Seal Company, of Tuttle, Oklahoma in the amount of $4,955,490.40, which is $1,541,361.10, or 45.1%, more than the engineer's estimate. The Oklahoma Competitive Bidding Act (61 O.S. §103) requires that public construction contracts exceeding $100,000 be awarded through a competitive bidding process to the "lowest responsible bidder". The City is not obligated to "blindly select the one solely from consideration that it is the lowest in price"; rather, the City is required to "select the bidder who, all things being considered, has ability to respond to the requirements of the contract having full regard of the subject-matter thereof." *Rollings Const. Inc. v. Tulsa Metropolitan Water Authority,* 745 P. 2d 1176 (1987), *citing Hannan v. Bd. Of Education,* 107 P. 646 (1909). After a thorough review of the Statement of Qualification submitted with Tri-City Seal Company's bid, they were determined not to be the lowest responsible bidder due to inexperience with a project of this magnitude and complexity. The second lowest bid was submitted by Cimarron Construction Company of Oklahoma City in the amount of $5,499,994, which is $2,085,864.25 or 61.1% more than the engineer's estimate. Due to the complexity of this project, bid prices exceeding the engineer's estimate are acceptable. The two lowest bids were tightly spaced indicating the bids are realistic.

Cimarron Construction Company is a responsible bidder. They have successfully performed similar work in the past and have successfully completed many projects in the City of Norman.

Up-front funding for this project (before grant funds are received) is proposed to be funded as follows:

Project	Number and Account	Amount
Imhoff Creek Stabilization	DR0062 Acct# 50595531-46101	$1,323,395.61
Imhoff Creek Stabilization	DR0062 Acct# 50595531-46001	$278,352.00
Imhoff Creek Stabilization	DR0062 Acct# 22595531-46101	$2,662,835.00
Findlay Drive Drainage Design	DR0027 Acct# 50599968-46101	$593,010.72

Drainage Rehabilitation Annual Project	DR0034 Acct# 50599967-46101	$392,400.67
Boyd Street Pipe Replacement FY24	DR0036 Acct# 50599968-46101	$250,000.00
Total:		**$5,499,994.00**

Due to the significant difference in the cost of construction and what was awarded by the grant, staff is recommending that funds be re-allocated (transferred) from other stormwater accounts be used to fully fund this project. Consequently, future Council items will be submitted to transfer the reimbursement funds from the grant to either the account that the funds are being borrowed from or to be placed back into the Imhoff Phase II balance.

If approved, construction of the Lower Imhoff Bank Stabilization Project will begin on or around August 1, 2025. The construction time for this project is 548 days excluding weather delays with an estimated completion in February 2027.

RECOMMENDATION 1:
Staff recommends the approval of Contract K-2526-16 with Cimarron Construction Company in the amount of $5,499,994 for construction of the Lower Imhoff Bank Stabilization Project.

RECOMMENDATION 2:
Staff further recommends that, upon approval of Contract K-2526-16, the following bonds be approved:

Performance Bond B-2526-11
Statutory Bond B-2526-12
Maintenance Bond MB-2526-6

RECOMMENDATION 3:
Staff further recommends that, upon approval of Contract K-2526-16, Cimarron Construction Company be authorized as Project Agent via Resolution R-2526-9.

RECOMMENDATION 4:
Staff further recommends $593,010.72 be transferred from Findlay Drive Drainage Design, Construction (Account 50599968-46101; Project DR0027) to Imhoff Creek Stabilization, Construction (Account 50595531-46101; Project DR0062).

RECOMMENDATION 5:
Staff further recommends $392,400.67 be transferred from Drainage Rehabilitation Annual Project, Construction (Account 50599967-46101; Project DR0034) to Imhoff Creek Stabilization, Construction (Account 50595531-46101; Project DR0062).

RECOMMENDATION 6:
Staff further recommends $250,000 be transferred from Boyd Street Pipe Replacement FYE24, Construction (Account 50599968-46101; Project DR0036) to Imhoff Creek Stabilization, Construction (Account 50595531-46101; Project DR0062).

RECOMMENDATION 7:
Staff further recommends $278,352 be transferred from Imhoff Creek Stabilization, Land (Account 50595531-46001) to Imhoff Creek Stabilization, Construction (Account 50595531-46101; Project DR0062).

CONTRACT

THIS CONTRACT made and entered into this 20th day of June, 2025, by and between Cimarron Construction Company as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

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

BID 2425-40 LOWER IMHOFF CREEK BANK STABILIZATION

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) Five Million Four Hundred Ninety Nine Thousand Nine Hundred Ninety Four Dollars (DOLLARS);

(NUMERALS) ($ 5,499,994.00).

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.

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

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

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

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

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

LOWER IMHOFF CREEK BANK STABILIZATION

a. 548 Calendar Days
    i. 548 Calendar Days does not include weather days
        1. Weather days to be determined by the engineer or the streets program manager

Calendar Days does not include weather days
Weather days to be determined by the engineer or streets program manager

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

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

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

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

5) The amount of retainage with respect to progress payments will be 5%, or as otherwise permitted by applicable law.

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

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

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

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

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

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

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

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

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

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

Contractor

Subscribed and sworn to before me this 20th day of June, 2025.

Notary Public

Contract No. K-2526-10

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 20th day of June 2025, and the _____ day of _____, 20___.

(Corporate Seal) (where applicable)

CIMARRON CONSTRUCTION CO. CORPORATE SEAL

ATTEST:
Authorized Representative

Chris Mamuttay

Corporate Secretary (where applicable)

Principal

Don E Noble

Signed: Don E. Noble

Title: President

Address 3501 NE 63rd Street
Oklahoma City,
Oklahoma 73121

Telephone: 405-728-1555

CIMARRON CONSTRUCTION CO. CORPORATE SEAL

CITY OF NORMAN:

Approved as to form and legality this 17 day of July 2025.

City Attorney

Approved by the Council of the City of Norman, this ____ day of _____, 20___.

ATTEST:

City Clerk

Mayor
Stephen T. Holman

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Don E. Noble, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Cimarron Construction Company to submit the above Contract to the City of Norman, Oklahoma.

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

Don E Noble
Contractor

CIMARRON CONSTRUCTION CO. CORPORATE SEAL

Subscribed and sworn to before me this 20th day of June, 2025.

Notary Public

SHANNON MOORE NOTARY PUBLIC # 08000561 EXP. 01/14/28 STATE OF OKLAHOMA

My Commission Expires:

01/14/28

PERFORMANCE BOND

Bond No: 9475900

Know all men by these presents, that Cimarron Construction Company as PRINCIPAL, and Fidelity and Deposit Company of Maryland 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 Five Million Four Hundred Ninety Nine Thousand Nine Hundred Ninety Four & 00/100---- DOLLARS, ($ 5,499,994.00), 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 2425-40 LOWER IMHOFF CREEK BANK STABILIZATION

has entered into a written CONTRACT (K-2526-16) 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 his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

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

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

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the _____day of _____, 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___.

(Corporate Seal) (where applicable)

ATTEST:

Chris McMurtrey

Corporate Secretary (where applicable)

CIMARRON CONSTRUCTION CO. CORPORATE SEAL

(Corporate Seal) (where applicable)

ATTEST: Becky Kellman

Principal: Cimarron Construction Company

Signed: Don E Noble

Authorized Representative

Title: President

Address: 3501 NE 63rd Street

Oklahoma City, OK 73121

Telephone: 405-728-1555

Surety: Fidelity and Deposit Company of Maryland

Signed: Deborah L. Raper

Authorized Representative

Printed: Deborah L. Raper

Authorized Representative

Title: Attorney-in-Fact

Address: 9401 Cedar Lake Avenue, Oklahoma City, OK 73114

Telephone: 405-418-8600

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)

) ss:

COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 25th day of June, 2025 by Don E Noble, President (Name and Title), of Cimarron Construction Company, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 25th of June, 2025.

SHANNON MOORE NOTARY PUBLIC # 08000561 EXP. 01/14/28 STATE OF OKLAHOMA

Notary Public

My Commission Expires: 01-14-2028

INDIVIDUAL 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.

WITNESS my hand and seal this _____ day of _____, 20__.

_____
Notary Public

My Commission Expires:

_____

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 17 day of July, 2025

_____
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor Stephen T. Holman

Performance Bond No. B-2526-11
Page 3 of 3

STATUTORY BOND

Bond No: 9475900

Know all men by these presents that Cimarron Construction Company as PRINICPAL, and Fidelity and Deposit Company of Maryland, 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 Five Million Four Hundred Ninety Nine Thousand Nine Hundred Ninety Four & 00/100--- DOLLARS ($ 5,499,994.00), 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 2425-40 LOWER IMHOFF CREEK BANK STABILIZATION

has entered into a written CONTRACT (K-2526-16) 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, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.

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

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

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____day of_____, 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

Chris McMurtrey
Corporate Secretary (where applicable)

CIMARRON CONSTRUCTION CO. CORPORATE SEAL

Principal Signed: Cimarron Construction Company
Don G. Nelson
Authorized Representative

Title: President

Address: 3501 NE 63rd Street
Oklahoma City, OK 73121

Telephone: 405-728-1555

Statutory Bond No. B-2526-12
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST: Becky Kellina

Surety: Fidelity and Deposit Company of Maryland

Signed: Deborah L. Raper
Authorized Representative

Printed: Deborah L. Raper
Authorized Representative

Title: Attorney-in-Fact

Address: 9401 Cedar Lake Avenue, Oklahoma City, OK 73114

Telephone: 405-418-8600

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 25th day of June, 2025, by Don E Noble President (Name and Title), of Cimarron Construction Company a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 25th day of June, 2025

Notary Public

My Commission Expires: 01-14-2028

SHANNON MOORE NOTARY # 08000561 EXP. 01/14/28 PUBLIC STATE OF OKLAHOMA

INDIVIDUAL 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.

WITNESS my hand and seal this _____ day of _____, 20___.

Notary Public

My Commission Expires:

_____

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 17 day of July, 2025.

_____
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor Stephen T. Holman

CITY OF NORMAN Bond No: 9475900

MAINTENANCE BOND

Know all men by these presents that Cimarron Construction Company, as Principal, and Fidelity and Deposit Company of Maryland, 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 Five Million Four Hundred Ninety Nine Thousand Nine Hundred Ninety Four & 00/100--- DOLLARS ($ 5,499,994.00), 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 One Million Three Hundred Seventy Four Thousand Nine Hundred Ninety Eight & 50/00--- DOLLARS ($ 1,374,998.50), such sum being no less than twenty-five percent (25%) of the contract price and being in force for a period of two years thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

BID 2425-40 LOWER IMHOFF CREEK BANK STABILIZATION

has entered into a written CONTRACT (K-2526-16) 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 three (3) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

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

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

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:

Chris Mcmurtrey

Corporate Secretary (where applicable)

CIMARRON CONSTRUCTION CO. CORPORATE SEAL

(Corporate Seal) (where applicable)

ATTEST: Becky Kellman

Principal Signed: Don E Noble

Cimarron Construction Company

Authorized Representative

Title: President

Address: 3501 NE 63rd Street

Oklahoma City, OK 73121

Telephone: 405-728-1555

Surety: Fidelity and Deposit Company of Maryland

Signed: Deborah L Raper

Authorized Representative

Printed: Deborah L. Raper

Authorized Representative

Title: Attorney-in-Fact

Address: 9401 Cedar Lake Avenue, Oklahoma City, OK 73114

Telephone: 405-418-8600

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)

) ss:

COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 25th day of June, 2025 by Don E Noble President (Name and Title), of Cimarron Construction Company a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 25th day of June, 2025

Notary Public

SHANNON MOORE NOTARY PUBLIC # 08000561 EXP. 01/14/28 STATE OF OKLAHOMA

My Commission Expires: 01-14-2028

Maintenance Bond No. MB-2526-6

INDIVIDUAL 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.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

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 17 day of July, 2025.

_____
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor Stephen T. Holman

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Clayton HOWELL, Vicki WILSON, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN, Becky KILLMAN of Tulsa, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 04th day of January, A.D. 2024.

Colonial American Casualty and Surety Company CORPORATE SEAL
ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1917 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 04th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC EXP. 01/27/2025 BALTIMORE COUNTY, MD

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com

800-626-4577
Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Resolution

R-2526-9

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING CIMARRON CONSTRUCTION COMPANY, AS PROJECT AGENT FOR LOWER IMHOFF CREEK STABILIZATION PROJECT.

§ 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 Cimarron Construction Company, as Project Agent for Lower Imhoff Creek Stabilization Project; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Cimarron Construction Company, 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, Cimarron Construction Company, to purchase materials which are in fact used for the Lower Imhoff Creek Stabilization Project; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that Cimarron Construction Company, 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:

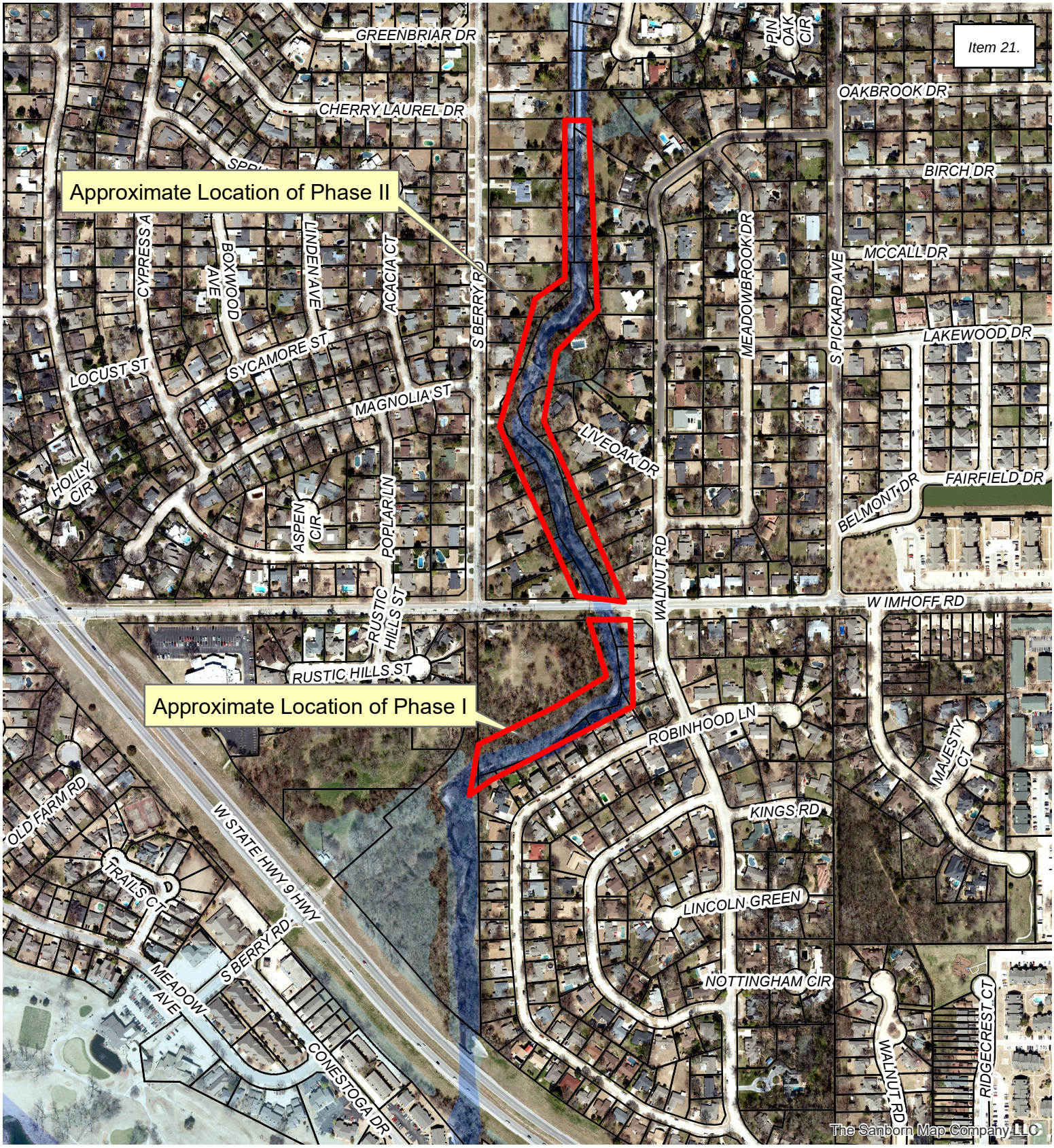
§ 4. That the City of Norman, Oklahoma, on the 22nd day of July, 2025, did appoint Cimarron Construction Company, who is involved with the Lower Imhoff Creek Stabilization Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Lower Imhoff Creek Stabilization Project.

PASSED AND ADOPTED THIS 22nd day of July 2025.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk



Lower Imhoff Creek Project Location

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

N
W E
S

1 inch = 500 feet

Legend

Parcel

Flood Hazard Zone

1% Chance Floodpl

Floodway

File Attachments for Item:

22. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-18: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND AGUIRRE & FIELDS ENGINEERING, FOR DESIGN ENGINEERING OF THE BOYD STREET SIDEWALKS FROM SOUTH BERRY ROAD TO SOUTH FLOOD AVENUE AND BOX CULVERT IN THE AMOUNT OF $268,300 AND TRANSFER OF FUNDS AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Steve Guizzo, Engineering Assistant

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-18: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND AGUIRRE & FIELDS ENGINEERING, FOR DESIGN ENGINEERING OF THE BOYD STREET SIDEWALKS FROM SOUTH BERRY ROAD TO SOUTH FLOOD AVENUE AND BOX CULVERT IN THE AMOUNT OF $268,300 AND TRANSFER OF FUNDS AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

In fiscal year 2024-2025 (FYE25) and fiscal year 2025-2026 (FY26) funding was budgeted for new sidewalks along the south side of Boyd Street between Berry Road and Flood Avenue. This project would assist the traveling public in accessing local schools, homes and activities, and the University of Oklahoma campus. Due to the intersection with Imhoff Creek channel and floodplain, the project required an engineered solution. The City captured an opportunity to improve the sidewalk and storm water conveyance in this location by applying for an Association of Central Oklahoma Governments Transportation Alternatives Program (ACOG Tap) Grant, funded by the federal Infrastructure Investment and Jobs Act of 2021. This project was selected and federal funding was secured in the amount of $659,871.08.

On August 13, 2024, City Council approved Resolution R-2425-21 to accept ACOG TAP funding of $659,871.08 and a City match of 20 percent ($164,967.77) for a project total of $824,838.85. The grant will apply to construction funds only and an appropriation request will come at a later date.

On March 27, 2025, City staff advertised Request for Proposal RFP 2425-112 to solicit Consulting Engineering Services for the Boyd Street Sidewalks and Pedestrian Bridge. The selection committee consisted of three (3) City staff and one (1) citizen who reviewed the proposals and scored each one. The committee selected the proposal submitted by Aguirre & Fields Engineering, to provide the necessary engineering services for the Boyd Street Sidewalks and Pedestrian Bridge Project.

DISCUSSION:

The Boyd Street Sidewalks and Pedestrian Bridge Project located from Berry Road to Flood Avenue is approximately 0.34 miles in length. The design of this project will add sidewalks on the south side of Boyd Street from Berry Road to Flood Avenue and provide a pedestrian crossing over Imhoff Creek via a new reinforced concrete box culvert under Boyd Street, which will not only accommodate pedestrians but also improve stormwater conveyance at the project location.

Aguirre & Fields Engineering was selected based on firm capability, project workload, past performance and innovative possible solutions to this project.

The Scope of Services includes:

- Land Surveying
- Hydrology and Hydraulics
- Sidewalk Design
- Roadway Drainage Structure
- Traffic signal modification
- Design Services

The original construction estimate was based on a pedestrian bridge and sidewalks located along the south side of Boyd Street at $824,838.85. During a scoping meeting with Aguirre & Fields Engineering, the poor condition of existing reinforced concrete box (RCB) culvert under Boyd Street was discussed. City staff determined that the best course of action would be to replace the existing RCB culvert with a new one that could also accommodate the pedestrian desired pedestrian crossing. The revised construction estimate including the new RCB culvert at the Imhoff Creek channel increased the estimated construction cost from $824,838.852 to $1,156,000 for this project. The additional funding for the above proposed scope change will come from various Streets Division budgets, outlined below.

Sidewalk construction on Boyd Street was budgeted in two phases, with partial funding in FYE 24 and FYE 25. The Boyd Street Sidewalks / Pedestrian Bridge project (Project TR0129) has been created. Transfers to this project will fund both design and construction as outlined below:

1) Funding for design is available for transfer from:
    - ADA Sidewalk Compliance Repair, Construction (Project TC0038, Account 50592206-46101) in the amount of $268,300
2) Funding for construction is available for transfer from:
    - Bridge Maintenance, Construction (Project TC0254, Account 50596687-46101) in the amount of $300,000
    - Sidewalks and Trails, Construction (Project TC0262, Account 50591179-46101) in the amount of $114,357.91
    - Citywide Asphalt Maintenance, Construction (Project SC0778, Account 50595511-46101) in the amount of $81,771.01

If approved, Aguirre & Fields will begin work upon receipt of a notice to proceed. The design work is scheduled to be completed in early 2026.

RECOMMENDATION 1:
As detailed above, staff recommends funds transfers from ADA Sidewalk Compliance Repair, Construction to Boyd Street Sidewalk and Pedestrian Crossing, Design in the amount of $268,300.

RECOMMENDATION 2:
As detailed above, staff further recommends funds transfers from Bridge Maintenance, Construction ($300,000); Citywide Asphalt Maintenance, Construction ($81,771); and Sidewalks and Trails, Construction ($114,358) for a total transfer amount of $496,129 to Boyd Street Sidewalks and Pedestrian Crossing, Construction.

RECOMMENDATION 3:
Staff further recommends approval of Contract K-2526-18, between the City of Norman and Aguirre & Fields for design engineering of the Boyd Street Sidewalks and Pedestrian Crossing in the amount of $268,300.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Aguirre & Fields (CONSULTANT) for the following reasons:

1. OWNER intends to Construct the Boyd Street Sidewalk Project (the Project); and,

2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the SERVICES); and,

3. CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE
The effective date of this AGREEMENT shall be ___ day of _____, 2025.

ARTICLE 2 - GOVERNING LAW; VENUE
This AGREEMENT shall be governed by the laws of 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.

ARTICLE 3 - SCOPE OF SERVICES
CONSULTANT shall provide the SERVICES described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE
CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION
OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.
Invoices shall be due and payable within thirty (30) days of receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES
OWNER shall be responsible for all matters described in Attachment D, Owner's Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The indemnity provided by the CONSULTANT in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any sub-consultant hired by CONSULTANT for the Project. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this AGREEMENT to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the SERVICES, or any termination of this AGREEMENT.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

a) General Liability Insurance, with a limit of $1,000,000 per occurrence and $2,000,000 annual aggregate.
b) Automobile Liability Insurance, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of $500,000 for each occurrence.
d) Professional Liability Insurance, with a limit of $1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least fifteen (15) days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase the CONSULTANT'S legal or contractual obligations or risks beyond the terms of this AGREEMENT; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT'S cost estimates or that actual schedules will not vary from the CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Attachment A, Scope of Services are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by THE CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the SERVICES shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the

SERVICES on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to CONSULTANT'S compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:

Steve Guizzo
Engineering Assistant
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

Aguirre & Fields
Elizabeth Hazzard
Project Manager
101 N. Robinson Avenue, Suite 110
Oklahoma City, OK 73102

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable

laws and regulations, including the City of Norman's policies and provisions. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT. 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.

DATED this ____ day of _____, 2025.

The City of Norman (OWNER)	Aguirre & Fields (CONSULTANT)
Signature _____	Signature Christine R Crosby
Name Stephen T. Holman	Name Christine R. Crosby
Title _____	Title Vice-President of Aguirre, LLC - General Partner
Date _____	Date July 3, 2025
Attest:	Attest:
_____ City Clerk	_____ Secretary

Approved as to form and legality this 17 day of July 2025.

_____
City Attorney

Signatory Notarization

STATE OF TEXAS, COUNTY OF FORT BEND, SS:

Before me, the undersigned, a Notary Public in and for said **Christine R. Crosby of Aguirre, LLC – General Partner, it's Manager,** to me known to be the identical person(s) who executed the foregoing **Agreement for Professional Services, Contract No. K-2526-18** and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 3rd day of July, 20 25.

My Commission Expires: 06-28-2028

Notary Public: Karen E Smith
Karen E. Smith

ATTACHMENT A
SCOPE OF SERVICES

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

DESCRIPTION OF PROJECT

Sidewalk on West Boyd Street from South Berry Road to South Flood Avenue

DESIGN SERVICES

GENERAL SCOPE OF SERVICES

The following is a scope of services provided by Aguirre & Fields to the City of Norman for sidewalk improvements under Contract No. K-2526-18. These design services align with the tasks set forth in Attachment C – Compensation.

The scope of the project includes providing engineering services associated with designing a new sidewalk located on the south side of W. Boyd St. from S. Berry Rd. S. Flood Ave in Norman, Oklahoma. The project is approximately 1,780' long and includes a roadway drainage structure replacement over Imhoff Creek. The route will be closed to traffic and will require a detour for the duration of construction.

Project Location Map

PROJECT DESCRIPTION

The following items are included in the scope of work for the W. Boyd St. sidewalk from S. Berry Rd. to S. Flood Ave.:

- Perform a field investigation of the project limits.
- Land Surveying, provided by White Hawk Engineering, to produce construction plans will be limited to the following information:
    - Primary control will be tied to the nearest City of Norman control monuments and elevations on secondary control will be verified with differential leveling.
    - Utilities will be identified within the survey limits. "OKIE811" will be notified 48 hours prior to the survey and their locations will be obtained to input into survey.
    - Topographic information within the survey limits to include cross sections of the creek and finish floor elevations in areas as shown in Exhibit A – Boyd St Topo.
    - Present ROW and parcel lines will be shown within the survey limits.
    - Deliverables will include CAD files and Survey Data Sheets.
    - Obtain Temporary Construction Easements for all properties where additional driveway reconstruction beyond right of way is required. Deliverables will include:
        - Plat of survey depicting easement and property affected
        - Legal description on City of Norman Easement form
- Hydrology and Hydraulics
    - Review the latest models for Imhoff Creek provided by City of Norman. The FEMA effective flows will be utilized for the analysis for the replacement of the culvert structure.
    - Develop flow rates for the 2-, 5-, and 25-yr events.
    - Develop HEC-RAS model for revised existing conditions
    - Develop HEC-RAS model for the proposed conditions
    - Identify any impacts due to the proposed improvements and determine alternatives for mitigation
    - Develop HEC-RAS model for the mitigation conditions resulting in no-rise
    - Coordinate with City of Norman Floodplain Administrator
    - Develop Hydraulic Report summarizing hydrologic and hydraulic methodologies and results.
- Sidewalks
    - Design 5' wide sidewalk at the back of curb along the south side of W. Boyd St. from S. Berry Rd. to S. Pickard Ave. Design 5' wide sidewalk near right of way from S. Pickard Ave. to S. Flood Ave.
    - Realign approximately 100' of existing sidewalk along the north side of W. Boyd St. in the vicinity of the roadway structure over Imhoff Creek. Remove existing sidewalk bridge.
    - Design and detail retaining walls on west end of the project. Retaining walls are anticipated to utilize spread footings and be no longer than 200' in length.
    - Replace curb ramps and at the northwest, southwest, and southeast corners of the W. Boyd St. and S. Berry Rd signalized intersection.
    - Replace curb ramp at the southwest corner of the W. Boyd St. and S. Flood Ave signalized intersection.
    - Replace curb ramps at all corners of the W. Boyd St. and S. Pickard Ave stop-condition intersection.

  - Add curb ramps and crosswalk across Broad Ln.
  - Sidewalks and curb ramps will meet ADA requirements and be designed in accordance with the latest City of Norman and Oklahoma Department of Transportation (ODOT) standards and specifications.
- Roadway Drainage Structure
  - Remove and replace existing roadway structure over Imhoff Creek.
  - Existing storm sewer that outfalls into Imhoff Creek at the roadway drainage structure will be left in place.
  - Provide plan, elevation, and cross section along with necessary structural details of the roadway box culvert.
  - Roadway structure will carry two (2),13' lanes of traffic and two (2), 6' sidewalks at back of curb, and will be protected with pedestrian rail on the outside of sidewalk.
  - Design tie-in between proposed roadway drainage structure and existing channel walls.
  - Full depth roadway replacement of approximately 25 ft on either side of the structure, using City of Norman's Standard Asphalt Street Section, ST 01.
  - Design roadway drains or inlets within the limits of the Imhoff Creek structure replacement to convey flow into the channel.
- Traffic signal modification plans, provided by Traffic Engineering Consultants, Inc. will include the intersections of W. Boyd St. and S. Berry Rd. and W. Boyd St. and S. Flood Ave. The plans will be developed in accordance with the latest City of Norman and Oklahoma Department of Transportation (ODOT) standards and specifications.
- Miscellaneous Design
  - Provide completed ODOT standard Storm Water Management Plan sheet.
  - Provide traffic control detour route for full road closure during construction.
  - Provide layout of existing driveways, sidewalks, curb ramps, sidewalk bridge, and roadway drainage structure to be removed.
  - Provide signing and striping layout.

TASK 1 SERVICES – PRELIMINARY DESIGN SUBMITTAL

This task includes the work required to complete preliminary design as outlined above. Detailed scope items are as follows:

- Perform field investigation, as outlined above.
- Submittal of preliminary plans including sidewalks, curb ramps, estimated retaining wall limits, and roadway structure size, plan, and elevation.
- Preliminary plans will not include traffic signal modifications.
- Attend one (1) design review meeting with the City of Norman.

TASK 2 SERVICES – FINAL PLAN SUBMITTAL

This task includes the work required to complete the 90% final review design plans, final design plans, and specifications as outlined above. Detailed scope items are as follows:

- Submit 90% final review design plans, including traffic signal modifications, and construction estimate to the City of Norman for review.
- Attend one (1) design review meeting with the City of Norman.
- Prepare final plans, specifications, and construction estimate.

- Complete a Quality Assurance/Quality Control (QA/QC) review.

TASK 3 SERVICES – BIDDING SERVICES

This task includes the work required to perform the bidding service assistance for construction plans prepared as part of this contract. Detailed scope items are as follows:

- Attend and assist with one (1) bid opening meeting.
- Answer questions and provide clarifications to contractors as needed.

ADDITIONAL SERVICES (NOT INCLUDED IN SCOPE)

- Utility relocation coordination services
- Environmental services and 404 permit applications
- Bidding services, construction administration services, or as- built drawings
- Right-of-way plans, legal descriptions, or exhibits for required permanent easements
- Right-of-way acquisition services
- Construction staking
- Property or boundary survey(s)
- Elevation certificate(s)
- NEPA study
- Traffic study and/or counts
- Public Meetings
- Geotechnical services
- Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR)

The City of Norman reserves the right to include the above items as a supplement to this proposal and Aguirre & Fields shall be paid for additional services through a separate agreement.

City of Norman
Contract No.: K-2526-18

ATTACHMENT B
PROJECT SCHEDULE

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. SUBCONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in **Attachment A – Scope of Services**, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed (Anticipated)	July 23, 2025
30% Preliminary Plans	November 25, 2025
90% Final Review Plans	February 20, 2026
PS&E	March 27, 2026

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER and other factors beyond direct control of CONSULTANT.

ATTACHMENT C
COMPENSATION

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachement A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed $ 268,300.00 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1 – Roadway / Street	$115,000.00
Task 2 – Traffic (TEC)	$23,100.00
Task 3 – Bridge / Structural	$92,000.00
Task 4 – Survey (White Hawk)	$20,200.00
Task 5 – Geotechnical Testing	$0.00
Task 6 – Environmental Clearance	$0.00
Task 7 – Right-of-Way	$0.00
Task 8 – Utilities	$0.00
Task 9 – Construction	$3,000.00
Task 10 – Additional Items (Utility Potholing, if required, Sidewinder)	$15,000.00
TOTAL COMPENSATION	$268,300.00

ATTACHMENT D
OWNER'S RESPONSIBILITIES

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
6. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

Client#: 155641 AGUIRFIE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (M 2/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Rachel Townsend & Michelle W.
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: rachel.townsend@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Company of Reading PA	20427
INSURER B : Continental Insurance Company	35289
INSURER C : Continental Casualty Company	20443
INSURER D : SiriusPoint Specialty Insurance Corp	16820
INSURER E :	
INSURER F :	

INSURED
Aguirre & Fields L.P.
7215 New Territory Blvd, Suite 100
Sugar Land, TX 77479

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6075923106	02/10/2025	02/10/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6075923087	02/10/2025	02/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			6075923056	02/10/2025	02/10/2026	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6075923073	02/10/2025	02/10/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Professional Liability			PROVAE000001201	02/07/2025	02/07/2026	$3,000,000 per claim $3,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured (all policies except Workers Compensation and Professional Liability) is provided if required by written contract executed prior to a loss, but limited to the operations of the Named Insured per policy forms, including completed operations CNA75079XX 03-22 (GL); CA 20 48 10 13 (Auto). Blanket Per Project Aggregate is provided if required by contract executed prior to a loss, but limited to the operations of the Named Insured per policy forms CNA74826XX (1-15) Umbrella Follows Form
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Norman
P.O. Box 370
Norman, OK 73070

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

(CNA75504XX (03-2015). Coverage provided on the General and Auto Liability is primary and non-contributory if required by written contract executed prior to a loss. Blanket Waiver of Subrogation is provided on all policies (including Professional Liability) as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA74858XX 1-15 (GL); CA 04 44 10 13 (Auto); WC 42 03 04 B (06-2014) (WC); Umbrella Follows Form (CNA75504XX (03-2015) and SSIC PRO AE 002 11 23 (PL). All policies include an endorsement providing that 30 day notice of cancellation, except 10 day notice for non-payment of premium, will be given if required by written contract.

AGUIRRE, LLC – GENERAL PARTNER - SECRETARY'S CERTIFICATE

March 31, 2017

The undersigned, being a duly elected Secretary of Aguirre, LLC – General Partner (Aguirre & Fields, LP) hereby certifies that:

1. I am a duly elected, qualified and acting Secretary of Aguirre, LLC – General Partner.

2. Aguirre & Fields, LP is a Texas Limited Partnership duly formed and validly existing under and by virtue of the laws of the State of Texas.

3. Christine R. Crosby is the duly elected, qualified and acting Vice President, who is authorized to execute, on behalf of Aguirre & Fields, LP, Aguirre, LLC – General Partner:

   - All documents for Aguirre & Fields, LP, Aguirre, LLC – General Partner

4. The following signature of Christine R. Crosby is the true and authentic signature:

Name	Title	Signature
Christine R. Crosby	Vice-President	Christine R. Crosby

IN WITNESS WHEREOF, the undersigned Secretary of Aguirre, LLC – General Partner has hereunto set his hand as of the date first set forth above.

By: _____
Name: Oscar R. Aguirre
Title: Aguirre, LLC – General Partner, President

Project Location Map

File Attachments for Item:

23. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF A GRANT FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) IN THE AMOUNT OF $1,000 TO BE USED TO PURCHASE EQUIPMENT FOR THE HOUSEHOLD HAZARDOUS WASTE FACILITY; AND APPROVAL OF CONTRACT K-2526-20 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DEQ FOR THE GRANT AWARD AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 7/22/2025

REQUESTER: Michele Loudenback, Environmental and Sustainability Manager

PRESENTER: Michele Loudenback, Environmental and Sustainability Manager

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF A GRANT FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) IN THE AMOUNT OF $1,000 TO BE USED TO PURCHASE EQUIPMENT FOR THE HOUSEHOLD HAZARDOUS WASTE FACILITY; AND APPROVAL OF CONTRACT K-2526-20 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DEQ FOR THE GRANT AWARD AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The City of Norman's Household Hazardous Waste (HHW) Facility provides a safe, year-round option for residents to dispose of hazardous waste in an environmentally responsible manner. The permanent facility, opened in February 2022, replaced annual one-day collection events that caused significant traffic congestion and posed safety challenges. Residents now schedule appointments to drop off materials and may also visit the swap shop to pick up usable items. The facility is staffed by one full-time employee with assistance from temporary workers.

Safe management of household-generated sharps—such as needles and lancets used by residents for medical purposes—has become an increasing need at the facility. Improper disposal of sharps in the trash or recycling stream can lead to injury and contamination risks for sanitation and HHW staff, as well as the public. Occasionally, residents have not had access to acceptable disposal containers which presents risks to both the public and staff. To encourage safe handling and reduce risks, containers need to be available on site for these instances.

DISCUSSION:

The Oklahoma Department of Environmental Quality (DEQ) offered a grant opportunity to support sharps disposal efforts. Staff submitted a grant application requesting reimbursement for the cost of purchasing individual sharps containers to distribute to residents who lack appropriate storage for their medical sharps.

On June 12, 2025, DEQ notified staff that the grant request of up to $1,000 for 350 1-Qt sharps containers had been fully approved. Costs for the containers will be initially paid for by the City

of Norman Environmental Resilience and Sustainability Division from Environmental Services, Miscellaneous Supplies (Account 10110343-43199). DEQ will reimburse up to 80% of the cost spent on the equipment up to $1,000 and will be receipted into the following accounts:

1. $200 – Water Fund, Other Revenue - State Grant Reimbursement (Account 319-331380);
2. $400 – Water Reclamation Fund, Other Revenue - State Grant Reimbursement (Account 329-331380); and
3. $400 – Sanitation Fund, Other Revenue - State Grant Reimbursement (Account 339-331380).

The containers will cost no more than $1,348 total which would make the City's portion no more than $348.

RECOMMENDATION:

Staff recommends acceptance of the grant and approval of Contract K-2526-20 between the Norman Utilities Authority, and the Oklahoma Department of Environmental Quality (DEQ) accepting the equipment funding in the amount of $1,000 for 350 1-Qt sharps containers to be purchased in Fiscal Year 2026.

K-2526-20

REIMBURSEMENT CONTRACT

This Contract made for the reimbursement of technical assistance for sharps disposal for purposes 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 Utilities 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 $1,000; however, DEQ must be billed for exact cost of the allowable services under this agreement; no overage will be paid.

iv. 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, 2026.

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 once 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://oklahoma.gov/omes/divisions/central-purchasing/suppliers-and-payees/supplier-portal.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 www.dhs.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 one thousand Dollars | $1,000 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 specifically 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 appliable, 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.

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 mail to AccountsPayable@deq.ok.gov. Failure to comply may result in late payments. Invoices 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 fourteen (14) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable.

Norman Utilities Authority
PO Box 370
Norman, OK 73070

Signature of Authorized Representative

Stephen Holman /Chairman

Printed Name of Authorized Representative

Chairperson

Title of Authorized Representative

State of Oklahoma
Oklahoma Department of Environmental Quality
707 N. Robinson, P.O. Box 1677, Oklahoma City, Oklahoma, 73101-1677

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

ATTEST:

CITY CLERK /Secretary

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 7/15/05

Attachment A: Application

Community Based Environmental Protection Projects
Oklahoma Department of Environmental Quality
Request to Enter Contract for Reimbursement
Medical Sharps Management Grant Application FY26

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, 2026.
- Final invoices are due by August 31, 2026. Invoices submitted after August 2026 may not be reimbursed.

Process for Receiving Funds

1. Applicant submits 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 with the subject line,
"[Organization] FY26 [grant type] Grant Application DEQ"
e.g., Oklahoma County FY26 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

Medical Sharps Management Grant

Medical sharps, such as needles and syringes, are convenient devices used by millions to safely self-inject medications outside of health-care settings, often to treat conditions like diabetes. More than 100,000 residents in Oklahoma are prescribed self-injecting medications, generating as many as 60 million needles per year.

When needles are flushed or disposed of in the trash, they pose grave health and safety risks to residents, sanitation workers, sewage treatment plant operators, waste management personnel, and hospitality workers.

Funding may be used to support better disposal options for used medical sharps, including, purchasing materials related to collection (kiosks, totes, containers), pay for disposal services, and event/site preparation (education and outreach, advertising). Medical Sharps – Oklahoma Safe Medical Disposal (oksafemeddisposal.org)

Grantees may utilize OMSDC's Guide to Establishing Community Medical Sharps Programs.pdf. Grant Recipients are also required to submit appropriate invoices and to provide monthly photos and metrics documenting collection efforts.

The objective of the Oklahoma Meds and Sharps Disposal Committee (OMSDC), in partnership with the Product Stewardship Institute and numerous stakeholders, is to develop better disposal options for sharps in Oklahoma. This grant makes funding available to help support some of those objectives.

NEW: DEQ will reimburse 80% of equipment costing $5,000-$50,000.

K-2526-20

Medical Sharps Management Grant Application FY26

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:

February 27, 2025

2. Legal Name of organization that reimbursements will be issued to:

Norman Municipal Authority

3. Dollar Amount being Requested: $1000

4. Contact information for organization

Name/Title:	Michele Loudenback/Environmental and Sustainability Manager
Phone Number:	405/307-7130
E-mail Address:	Michele.loudenback@normanok.gov

5. Signatory Authority for organization with legal authority to sign contract with DEQ:

Name/Title:	Larry Heikkila/Mayor
Phone Number:	405/366-5404
E-mail Address:	mayor@normanok.gov

6. Addresses

The contract will be sent here for signature (name and e-mail):	Michele.loudenback@normanok.gov
Reimbursements will go to this mailing address*:	City of Norman, PO Box 370, Norman, OK 73070

*The address provided here must be registered in the Oklahoma Supplier Portal. If your organization is not registered as an Oklahoma Supplier, you must register here to be able to receive funds from the state: https://oklahoma.gov/omes/divisions/central-purchasing/suppliers-and-payees/supplier-portal.html

7. Project Description. Answer each question in the answer box to the right.

Questions	Answers
a. **Describe the need for sharps management in your community:**	Norman's population is approximately 130,000 residents and suffers from diseases or uses medications during their daily lives. We have a sharps kiosk in our HHW Facility that residents can use to dispose of their sharps. Occasionally, people who need to use these devices do not have the materials to handle or carry them to a safe disposal location. In fact, my HHW Facility Coordinator was pricked and had to go through the post-exposure prohylaxis protocol because of just such an occasion.We would like to purchase 200 quart-sized sharps containers that we can provide to residents who do not have a safe way to bring them to our facility.
b. **Who will be served by this program (municipalities, county, region, estimate population)?**	City of Norman residents will be able to use this service. Our population is 128,026 as of the last census.
c. **How are sharps currently managed in your community?**	Residents bring them to the HHW Facility in approved containers and then place them in the kiosk located there.
d. **Describe your plan to implement sharps management into your community.**	Currently, residents make appointments to visit the HHW Facility. They can bring their sharps to dispose in the kiosk if they have an approved container.
e. **If hosting collection events, please provide dates or a timeline.**	N/A
f. **Are you partnering with anyone else to manage sharps? To make more efficient use of limited funding, DEQ will prioritize applications that propose partnerships and collaboration.**	We are not partnering with anyone else because we are limited to residential participation at the HHW Facility due to permitting.
g. **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?**	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. FY 24 - $6000 – implementation of one electronics waste collection event. FY 25 - $4000 – purchase of Vestil Drum-55-SCL-E hand truck with scale. FY 25 - $10,000 – implementation of two electronic waste events.
h. **Describe your plans for public outreach to your community, such as news coverage, radio ads, flyers, posters, social media, and how often you will conduct the outreach. Please list your social media handles if applicable.**	We use social media and website posts, create and send utility insets, place ads in print media, send out press releases, and place flyers around town.
i. **What metrics will you track monthly to demonstrate Return on Investment (ROI)?**	We currently track the number of sharps disposal appointments. We will continue tracking that, as well as the number of participants that needed the quart container.
j. **How did you hear about DEQ's Solid Waste Management Grant Program?**	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
k. **Are you a member of the Oklahoma Meds and Sharps Disposal Committee? If not, would you like to be added to the contact list to receive communications and meeting invites?**	I am not, and yes, please.
l. **Is there any other information that you would like to share?**	Thank you for this opportunity.

8. **Please attach a detailed Scope of Work and Budget.**

9. **Please provide appropriate specifications for equipment, and quotes for collection, if applicable.**

Attachment B: Scope of Work and Budget

FY 26 Medical Sharps Management Grant Application - Norman

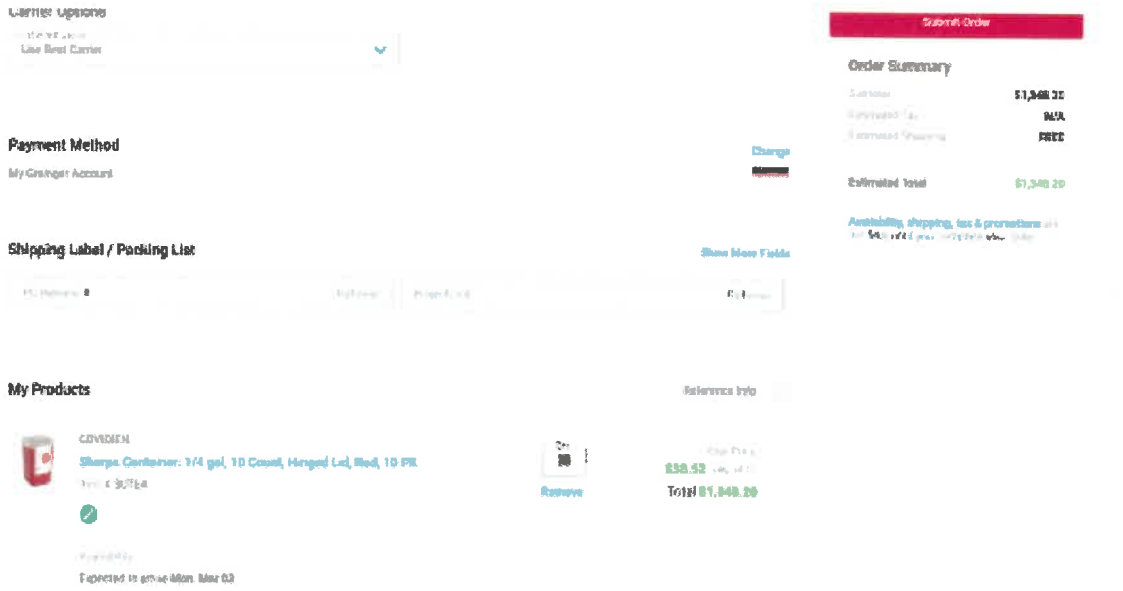
Scope of Work and Budget

For this project, Norman would purchase 350, 1-Quart sharps containers from Grainger to provide to Norman residents who do not have access to safe containers. This will help protect our residents, the environment, and our staff.

Budget:

350, 1-quart sharps containers cost	$1348.20
Total cost	$1348.20
Amount Requested	$1000.00
City's portion	$ 348.20

Quote:



File Attachments for Item:

24. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-21: 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, 2025 AND ENDING JUNE 30, 2026.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 7/22/2025

REQUESTER: Ronda Guerrero

PRESENTER: Ronda Guerrero, Court Administrator

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-21: 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, 2025 AND ENDING JUNE 30, 2026.

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, 2026.

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 FYE25, the Program received 353 referrals and resolved a total of 88 cases by conducting 49 mediations and addressing the conflict in an additional 39 cases through contact by mediation staff with both parties involved in the conflict. In 43% of the referrals, or a total of 151 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. Of the remaining 114 cases, 8 were scheduled for mediation but one of the parties failed to appear and 106 had incorrect contact information for one of the parties. Combining all efforts made by Program staff, statistics show that more than 84% 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, 2025 through June 30, 2026 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, 2025** 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, 2026** at the end of the fiscal year **2026**, 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: Diana O'Neal

Diana O'Neal
Administrative Director of the Courts

Date: June 2, 2025

For: The City of Norman and Early Settlement - **Norman**

By: _____

Mayor/City Manager
City of Norman

Date: _____

ATTEST:

_____
CITY CLERK

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 7/16/25

File Attachments for Item:

25. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-24: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND COLTON CRAIG DESIGN, L.L.C., IN THE AMOUNT OF $7,500.00 FOR ARCHITECTURE DESIGN SERVICES FOR THE WESTWOOD PARK GOLF DESIGN CONCEPT PLAN AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 7/22/2025

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-24: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND COLTON CRAIG DESIGN, L.L.C., IN THE AMOUNT OF $7,500.00 FOR ARCHITECTURE DESIGN SERVICES FOR THE WESTWOOD PARK GOLF DESIGN CONCEPT PLAN AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On May 28, 2024, the City Council approved Contract K-2324-184 with GSB, Inc., an Architecture firm from Oklahoma City, for $54,240.00 for Professional Design Services for the Westwood Park Golf & Tennis Master Plan. The Professional Services Contract included several meetings with City staff, a steering committee, stakeholders, and the user groups for these sports; design work for the site planning, building program, conceptual design, and cost estimating services for all aspects of the golf and tennis operations at the Park; and presentation graphics and meetings with the City Council to present the Master Plan.

On June 25, 2025, the City Council approved Amendment #1 to Contract K-2324-184 with GSB for an additional $8,491.00 for additional design services work associated with the Master Plan, including extra public meetings and additional renderings, because of necessary changes to the Master plan in light of public feedback on the initial concept.

Room Tax and Community Park Development Funds funded the Master Plan project. The project kicked off in June 2024 and proceeded throughout the year, including all the meetings, design concept presentations, and revisions.

DISCUSSION:

Colton Craig was a sub-contractor of GSB, the lead designer during the Westwood Master Plan, with a roll on the design team as the Golf Course Architect. Parks staff had discussions with Colton Craig to come up with a detailed beautification plan on the golf course in hopes that Parks and Westwood Golf Maintenance could get a head start on planting trees and working on natural areas of the golf course in anticipation of an approval of the Westwood Master Plan.

There is adequate funding to pay for this plan in the Room Tax Funding. Once the beatification plan is complete and submitted, Staff will use this plan as a road map to start planting trees, perform landscaping and otherwise beatify the Westwood Golf Course.

RECOMMENDATION 1:

It is recommended that the City Council appropriate funds in the amount of $7,500.00 from the Room Tax Fund Balance (23-29000) into Westwood Park Master Plan, Design (Account 23794442-46201; Project RT0092)

RECOMMENDATION 2:

It is recommended that the City Council approve Contract Number K-2526-24 with Colton Craig, LLC in the amount of $7,500.00 for the Westwood Park Golf Course Design Concept Plan.

Contract No. K-2526-24

AGREEMENT FOR
PROFESSIONAL ARCHITECTURE SERVICES

This Agreement is entered into between the City of Norman ("Owner") and Colton Craig Design, LLC, Certified Golf Course Architect/Architect ("Architect").

W I T N E S S E T H:

WHEREAS Owner intends to create a Golf Course Design Concept for the Westwood Park Golf Course ("Site"), located at 2400 Westport Drive, Norman, Oklahoma, and

WHEREAS, Owner requires conceptual design services, including a public input process, preliminary report and design documents, revised final design drawings, report narrative, phasing plan, and opinion of probable costs in connection with the Westwood Park Golf Course Design Concept Project (the "Services"), and,

WHEREAS, Architect worked with Owner on the Master Plan for the Westwood Park Golf and Tennis Facilities as a sub-contractor of GSB Architects, Inc. pursuant to contract K-2425-184, and

WHEREAS, Architect is prepared to provide the Services.

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Architect agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The Effective Date of this Agreement shall be July 22, 2025.

ARTICLE 2 - SERVICES TO BE PERFORMED BY ARCHITECT

Architect shall provide a conceptual design, formal design, and completed Master Plan in collaboration with Owner. The Services shall be completed from either the Architect's design studio located in Oklahoma City, Oklahoma or the Site, as it will be necessary to visit the Site to adequately complete the Services. The Master Plan shall include professional renderings, diagrams, and other photos to show the complete design scope of the project. These drawings will be displayed on seven or eight different 24" X 36" posters mounted on foam core board to be displayed in places the Owner deems necessary. Architect shall create a detailed cost estimate that reflects the quantities of the design and materials used to complete the construction of the golf course.
If requested by Owner, Architect shall host a "Town Hall" meeting with the membership to present the Master Plan in PowerPoint format followed by a Q&A session.

Architect shall not perform any additional services without prior written authorization from the Owner. Additional services shall not be authorized except by a written amendment to this Agreement.

Architect agrees to cooperate with Owner in any promotional undertaking in announcing or publicizing the project. This is not a construction drawing, bid administration, or construction management agreement; however, Architect offers those services. If Architect is not involved in the construction process that reflects the

Master Plan, use of the Architect's brand will be prohibited. Once the work is complete, Owner will own the work of the Master Plan.

ARTICLE 3 - SCHEDULE

Architect shall begin work on the Services by August 1, 2025, and shall, within ninety (90) days thereafter, complete all work tasks in accordance with the Scope of Services detailed in Article 2. Architect shall continue work until the Services are completed to the complete satisfaction of Owner.

ARTICLE 4 - GOVERNING LAW

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.

ARTICLE 5 - COMPENSATION

Owner shall pay Architect for the Services, including all travel costs, an amount not to exceed Seven Thousand Five Hundred Dollars ($7,500.00). Invoices shall be due and payable within thirty (30) days of receipt. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall provide the Architect any maps, plans or records available from the Owner's files as requested, including use of views or photographs of the golf course project, or any portion thereof. The Architect shall be entitled to rely on the accuracy and completeness of the information furnished by Owner. Owner will provide timely review of plans, reports and other documents submitted by Architect.

ARTICLE 7 - STANDARD OF CARE

Architect shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional golf course architect under similar circumstances. The Architect shall correct the Services which fail to satisfy this standard of care. No warranty, express or implied is included in this Agreement or in any drawing, specifications report or opinion produced pursuant to this Agreement.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

8.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Architect's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Architect agree to allocate and limit such liabilities in accordance with this Article.

8.2 Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the Architect and the Owner each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the

indemnifying party in the performance of the Services under this Agreement. The indemnity provided by the Architect in this regard shall extend in favor of the Owner to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any sub-consultant hired by Architect for the Project. The Architect and the Owner each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by Owner or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the Architect shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the Owner of any action, right, or remedy otherwise available to the Owner at common law.

8.3 Employee Claims. Each party shall indemnify the other against legal liability for damages arising out of claims by it's employees.

8.4 Consequential Damages. To the fullest extent permitted by law, neither party shall not be liable to the other for any special, indirect or consequential damages resulting in any way from the performance of the Services.

8.5 Survival. Upon completion of all Services obligations and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article 8 shall survive.

8.6 Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Architect during the course of performing its services, and conditioned upon the fact that Owner did not previously advise Architect of the existence thereof, then and in that event:

a. Owner and Architect agree that the scope of services, schedule, and any cost estimates shall be adjusted and compensation to Architect shall increase as is reasonably necessary. If the discovery of hazardous substances requires Architect to take immediate measures to protect health and safety, Architect agrees to notify Owner within a reasonable time following such discovery. In addition to any required adjustments in the scope of services and cost estimate, Owner agrees to reimburse Architect for the reasonable costs of implementing measures to protect health and safety.

b. Owner shall indemnify, defend and hold Architect, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any third party which is based upon injury or damage caused by said hazardous material or waste.

c. Architect shall have no responsibility for the discovery, identification, remediation or removal of hazardous materials or toxic substances on or around the Project.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, Architect shall maintain the following insurance:

9.1 General Liability insurance with a combined single limit of not less than $1,000,000 for each occurrence and not less than $2,000,000 annual aggregate.

9.2 Automobile Liability insurance not required for this contract. No auto use included for work herein.

9.3 Workers Compensation insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than $500,000 for each occurrence.

9.4 Professional Liability Insurance, with a limit of $1,000,000 per claim and annual aggregate.

Architect shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to Owner. All Project contractors shall be required to include Owner and Architect as additional insured on their General Liability Insurance policies.

Architect and Owner each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, and employees for damages covered by property insurance during and after the Surveying Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Architect to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Architect shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the Project, (if any); (2) the failure of any contractor, subcontractor, vendor or other Project participant, not under contract to or otherwise under the control of Architect, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction (if any—none anticipated) unless such responsibilities are specifically assigned to the Architect's Scope of Services in Schedule 2.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Architect has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet Project schedules, Architect's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional Architect. Architect does not guarantee that proposals, bids, or actual Project costs will not vary from Architect's costs estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon Owner's request, Architect shall furnish Owner with specified drawings and/or data in electronic format. All documents, including but not limited to, drawings, specifications and computer software prepared by Architect pursuant to this Agreement are instruments of Service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project.

ARTICLE 13 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Architect. Architect shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Architect for all the Services

performed to date, amount not to exceed the normal fee amount due for the services rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Architect's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither Owner nor Architect shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Architect under this Agreement.

Should such circumstances occur the non-performing party shall, within a reasonable use of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE I5 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Architect:

Colton Craig
Golf Course Architect
Colton Craig Design, LLC
625 Windmeadow Drive
Edmond, OK 73003
918.637.7179
Email: president@colton-craig.com

Owner:

Jason Olsen
Director
City of Norman—Parks and Recreation
P.O. Box 370
Norman OK 73070
405-366-5471
Email: jason.olsen@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Architect and Owner.

ARTICLE 16 - WAIVER

A waiver by either Owner or Architect of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 17 - SEVERABILITY

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.

ARTICLE 18 – ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the entire and integrated agreement between Owner and Architect. It supersedes all prior and contemporaneous communications, representations, and agreements. whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

Owner and Architect each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 20 - 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.

ARTICLE 21 - ASSIGNMENT

This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld. Nothing contained in this Article shall prevent Architect from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - EQUAL EMPLOYMENT OPPORTUNITY

Architect hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations, including the City of Norman's policies and provisions. The Architect affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Architect's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The Architect further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 23 - NO THIRD PARTY RIGHTS

Contract No. K-2526-24

The Services provided for in this Agreement are for the sole use and benefit of Owner and Architect. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Architect.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal as of the Effective Date. 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.

The City of Norman (Owner)	Colton Craig Design, LLC (Architect)
Signature _____	Signature Colton Craig
Name _____	Name Colton Craig
Title _____	Title Owner
Date _____	Date 7.17.2025
Attest:	Attest:
_____ City Clerk	Steven R. Sayre Secretary

Approved as to form and legality this 18 day of July 2025.

Lynn Wilkerson
City Attorney

File Attachments for Item:

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-11: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $2,231.08 FROM THE REFUNDS/ REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT FOR REPAIRS TO NORMAN POLICE VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Ryan Riddel, Assistant City Attorney

PRESENTER: Ryan Riddel, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-11: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $2,231.08 FROM THE REFUNDS/ REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT FOR REPAIRS TO NORMAN POLICE VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.

BACKGROUND:

Funding is required to repair City vehicles that are damaged by other parties. Most of the time, the City's vendor, ACM, collects funds from the at-fault driver's insurance for reimbursement of this damage. However, when insurance funds cannot be collected and charges related to the same incident are filed by the District Attorney's Office, a request for restitution is submitted by the City for inclusion with the charges.

This item requests appropriation of various payments which have been received to pay for repairs to City vehicles.

DISCUSSION:

Reimbursement has been received for the following incidents:

On August 30, 2023, a Police Department vehicle (Unit 1225) received damage when the rear passenger window was damaged by an arrestee. Restitution was granted in the corresponding criminal case and monthly payments were ordered. A restitution payment dated April 7, 2025, was received from the District Attorney's Office in the amount of $200.

On April 7, 2024, a Police Department vehicle (Unit 1215) received damage during the pursuit of an intoxicated driver. Restitution was granted in the corresponding criminal case and monthly payments were ordered. The following restitution payments were received from the District Attorney's Office: $207.64 dated 4/7/25 and $207.64 dated 6/11/25.

On January 12, 2022, a Police Department vehicle (Unit 1189) received damage when it was struck by another driver who was backing from a parking space. State Farm insurance

determined their driver to be at fault and after the City received payment for damage costs, a Loss of Use payment was collected by ACM and remitted to the City in the amount of $1,615.80.

The collections outlined above, which total $2,231.08, were received by the City and forwarded for deposit into the Refunds/Reimbursements Risk Management account.

RECOMMENDATION:

Staff recommends the approval of R-2425-11 for the appropriation of $2,231.08 from the Risk Management Fund, Refunds/Reimbursements (Account 439-365264) to Miscellaneous Services/Uninsured Losses (43330104-44798) for repairs to Norman Police Department vehicles.

Resolution

R-2526-11

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $2,231.08 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT TO PAY FOR REPAIRS TO NORMAN POLICE VEHICLES DAMAGED BY OTHER PARTIES.

§ 1. WHEREAS, Alternative Claims Management (ACM) assists the City of Norman to collect insurance funds when a City vehicle is damaged by another driver during an auto collision; and

§ 2. WHEREAS, the City of Norman also receives funds for vehicle damage through court ordered restitution when criminal charges are pursued by the District Attorney's Office; and

§ 3. WHEREAS, check payments for damage to Norman Police vehicles were remitted by ACM and the District Attorney's Office to the City of Norman totaling $2,231.08. These funds were forwarded for deposit into the City's Refunds / Reimbursements Miscellaneous Risk Management Account; and

§ 4. WHEREAS, these funds should be appropriated to the City vehicle repair account so reimbursement can be made;

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

§ 5. THAT the following appropriation be made as follows:

Account Name	Losing Account	Gaining Account	Amount
Misc. Serv. – Uninsured Losses	439-365264	43330104-44798	$2,231.08

PASSED AND ADOPTED this 22nd day of July, 2025.

_____
Mayor, Steven T. Holman

ATTEST:

_____
City Clerk

MEMORANDUM

DATE: April 11, 2025

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech

SUBJECT: City of Norman Debt Recovery – Damage to City Vehicle

The City of Norman has contracted with Alternative Claims Management (ACM) to provide damage recovery services for the City when a loss is caused by an at-fault party. At-fault parties are automobile drivers who are involved in a collision with a City vehicle and is found to be the cause, or at-fault, of the collision. ACM pursues payment from the at-fault party's insurance company and sends payment to the City.

Attached is check #9910071182 from ACM in the total amount of $1,615.80. This payment represents damage reimbursement from an insurance company for the incident described below.

Please advise if you need additional information regarding this payment.

Vehicle Unit	Date of Incident	Insured	Insurance	Payment Amount
PD-1189	1/12/2022	D. Reed	State Farm	$ 1,615.80

Attachment

cc: Kevin Foster, Chief of Police
Chad Vincent, Major, Police Department
Lisa Tullius, PD Admin Tech
Monteshia Brakhage, PD Admin Tech
Mark Delgado, Light Repair Supervisor
Jennell James, Fleet Service Writer
Barbara Andros, Revenue Collection Supervisor
Ryan Riddel, Assistant City Attorney

Remittance Info: Inv C-25119

Alternative Claims Management

[redacted]

JPMorgan Chase Bank, N.A.
Verify: 888-237-9615
90-7162/3222

9910071182

Item 26.

3/31/2025

PAY TO THE ORDER OF NORMAN POLICE DEPARTMENT

$ 1615.80

One Thousand Six Hundred Fifteen and 80/100 DOLLARS

VOID AFTER 90 DAYS

Security Features

[redacted]

From: Alternative Claims Management
Pay To: NORMAN POLICE DEPARTMENT

Date: 3/31/2025
Check #: 9910071182

Invoice Number	Bill Amount	Bill Payment Amount
C-25119	$1,615.80	$1,615.80
Total		**$1,615.80**

[redacted]

JobID DE92N7, PieceID 007793, Page 01 of 01. Feed Inserts 00000000, File Page 8278

04BIL122579

Sent by Bill.com, LLC. U.S. Patent No. 8,521,626

MEMORANDUM

DATE: April 15, 2025

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech

SUBJECT: City of Norman Debt Recovery
Restitution for Damage to Police Vehicles

The Cleveland County District Court has ordered restitution for damage that occurred to Norman Police Department vehicles where insurance monies could not be collected. The District Attorney's Office then collects this restitution and remits payment to the City.

Attached is a check for $407.64 (voucher #7099993, dated 4/7/2025) from the District Attorney's Office, for the incidents described below. Please advise if further information is needed regarding this payment.

Vehicle Unit	Incident Date	Court Case	Name	Payment Amount
PD-1215	4/7/2024	CM-24-732	E. Barnes	$ 207.64
PD-1225	8/30/2023	CM-23-1648	M. Moody	$ 200.00

Attachment

cc: Kevin Foster, Chief of Police
Chad Vincent, Major, Police Department
Lisa Tullius, PD Admin Tech
Monteshia Brakhage, PD Admin Tech
Mark Delgado, Light Repair Supervisor
Jennell James, Fleet Service Writer
Barbara Andros, Revenue Collection Supervisor
Ryan Riddel, Assistant City Attorney

Cleveland County District Attorney

City of Norman
Type: OD-701

JPMorgan Chase OD

Voucher number: 7099993
Date: 4/7/2025
Amount: **407.64**

SKP

Office Copy

Office of District Attorney
Cleveland County DA - Criminal Restitution

JPMorgan Chase OD

Voucher number: 7099993

City of Norman

SKP

Date: 4/7/2025
Amount: **407.64**

Detach this stub before Cashing. Retain the Stub for your Records.

Non-Negotiable.

THE KEY TO DOCUMENT SECURITY • HEAT ACTIVATED THUMB PRINT • ADDITIONAL SECURITY FEATURES INCLUDED • SEE BACK FOR DETAILS

Office of District Attorney
Cleveland County DA - Criminal Restitution

JPMorgan Chase OD

Voucher Number: 7099993
Registration Number: 10227
Date: 4/7/2025

To the County Treasurer As Official Depository:

Void After One Year

Pay To The Order Of City of Norman

$407.64

Exactly four hundred seven dollars and sixty-four cents

For:

City of Norman
201 W. Gray St

____ County Treasurer
____ Deputy

MEMORANDUM

DATE: June 24, 2025

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech

SUBJECT: City of Norman Debt Recovery
Restitution for Damage to Police Vehicles

The Cleveland County District Court has ordered restitution for damage that occurred to Norman Police Department vehicles where insurance monies could not be collected. The District Attorney's Office then collects this restitution and remits payment to the City.

Attached is a check for $207.64 (voucher #7100342, dated 6/11/2025), from the District Attorney's Office, for the incidents described below. Please advise if further information is needed regarding this payment.

Vehicle Unit	Incident Date	Court Case	Name	Payment Amount
PD-1215	4/7/2024	CM-24-732	E. Barnes	$ 207.64

Attachment

cc: Kevin Foster, Chief of Police
Chad Vincent, Major, Police Department
Lisa Tullius, PD Admin Tech
Monteshia Brakhage, PD Admin Tech
Mike White, Fleet Program Manager
Mark Delgado, Light Repair Supervisor
Jennell James, Fleet Service Writer
Barbara Andros, Revenue Collection Supervisor
Ryan Riddel, Assistant City Attorney

Cleveland County District Attorney

City of Norman
Type: OD-701

JPMorgan Chase OD

Voucher number: 7100342
Date: 6/11/2025
Amount: **207.64**

SAC

Office Copy

Office of District Attorney
Cleveland County DA - Criminal Restitution

Date: 6/11/2025
Amount: **207.64**

JPMorgan Chase OD

Voucher number: 7100342

City of Norman

SAC

Detach this stub before Cashing. Retain the Stub for your Records.

Non-Negotiable.

THE KEY TO DOCUMENT SECURITY • HEAT ACTIVATED THUMB PRINT • ADDITIONAL SECURITY FEATURES INCLUDED • SEE BACK FOR DETAILS

Office of District Attorney
Cleveland County DA - Criminal Restitution

JPMorgan Chase OD

Voucher Number: 7100342
Registration Number: 12248
Date: 6/11/2025

To the County Treasurer As Official Depository:

Void After One Year

$207.64

Pay To The Order Of City of Norman

Exactly two hundred seven dollars and sixty-four cents

For:

City of Norman
201 W. Gray St
Norman, OK 73069

____ County Treasurer
____ Deputy
____ Officer
____ Deputy

HEAT SENSITIVE PAPER WITH TOUCH

File Attachments for Item:

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-14: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $8,300 FROM THE POLICE DONATIONS ACCOUNT TO COMMUNITY OUTREACH – FOOD AND BEVERAGE ACCOUNT, COMMUNITY OUTREACH – SUPPLIES ACCOUNT, AND COMMUNITY OUTREACH – SERVICES ACCOUNT FOR EXPENSES INCURRED FOR COMMUNITY EVENTS.

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Gary Hopcus, Captain

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-14: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $8,300 FROM THE POLICE DONATIONS ACCOUNT TO COMMUNITY OUTREACH – FOOD AND BEVERAGE ACCOUNT, COMMUNITY OUTREACH – SUPPLIES ACCOUNT, AND COMMUNITY OUTREACH – SERVICES ACCOUNT FOR EXPENSES INCURRED FOR COMMUNITY EVENTS.

BACKGROUND:

The Cavins Group LLC of Norman donated $8,300 to the Norman Police Department to help the agency support community outreach events. During the meeting on May 13, 2025, City Council accepted this unsolicited donation into the Police Donations account (106-363376), which was set to be appropriated at a later date for these types of events.

DISCUSSION:

Cavins Group LLC requested the donation cover the costs of community outreach events, which include National Night Out, Down with Driving, Clash for a Cause, Truck or Treat, Community Safety Day, Annual Police and Fire Chili Supper, and community cookouts. Since the donation acceptance, a breakdown of costs for each event was calculated and it is now known which accounts should receive the appropriation.

RECOMMENDATION:

It is recommended the City of Norman approve Resolution R-2526-14 appropriating $3,600 into the Community Outreach – Food & Beverage account (15661115-43106), $2,300 into the Community Outreach – Supplies account (15661115-43136), and $2,400 into the Community Outreach – Services account (15661115-44199) for expenses incurred for community events.

Resolution

R-2526-14

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $8,300 FROM THE POLICE DONATIONS ACCOUNT TO COMMUNITY OUTREACH – FOOD AND BEVERAGE ACCOUNT, COMMUNITY OUTREACH – SUPPLIES ACCOUNT, AND COMMUNITY OUTREACH – SERVICES ACCOUNT FOR EXPENSES INCURRED FOR COMMUNITY EVENTS.

§ 1. WHEREAS, the Norman Police Department received a donation of $8,300 from Cavins Group, LLC to help the agency support community outreach events; and

§ 2. WHEREAS, the City Council accepted said donation into the Police Donations Account at its meeting on May 13, 2025; and

§ 3. WHEREAS, a breakdown of costs for upcoming community outreach events has been developed and the Norman Police Department now recommends appropriation of said donated funds to those accounts to cover anticipated costs consistent with the intent of the donation from Cavins Group, LLC.

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

§ 4. That the following receipt and appropriation be made for reasons as stated above:

Account Name	Losing Account	Gaining Account	Amount
Community Outreach – Food & Beverage	106-363376	15661115-43106	$3,600
Community Outreach – Supplies		15661115-43136	$2,300
Community Outreach – Services		15661115-44199	$2,400

PASSED AND ADOPTED THIS 22nd day of July, 2025.

Mayor, Stephen T. Holman

ATTEST:

City Clerk

File Attachments for Item:

28. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-26: AN INTERLOCAL AGREEMENT FOR PURCHASE OF REAL PROPERTY WITH THE OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES REAL PROPERTY TRUST, TOTALING $3,306,811.48; APPROPRIATION OF NORMAN FORWARD FUND BALANCE; AND TRANSFER OF NORMAN FORWARD AND CAPITAL PROJECT FUND ALLOCATIONS AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 7/22/2025

REQUESTER: Anthony Purinton, Assistant City Attorney

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-26: AN INTERLOCAL AGREEMENT FOR PURCHASE OF REAL PROPERTY WITH THE OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES REAL PROPERTY TRUST, TOTALING $3,306,811.48; APPROPRIATION OF NORMAN FORWARD FUND BALANCE; AND TRANSFER OF NORMAN FORWARD AND CAPITAL PROJECT FUND ALLOCATIONS AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On October 13, 2015, the citizens of Norman approved a levy and collection of a one-half percent sales tax increase, effective January 1, 2016 through December 31, 2030 (Norman Forward Sales Tax), a portion of which is dedicated to the acquisition of the land underlying Griffin Park, Sutton Wilderness, and Frances Cate Park from Oklahoma Department of Mental Health and Substance Abuse Services ("ODMHSAS" or "Department").

Since 1983, the City has leased the property underlying Griffin Park from ODMHSAS. The original Norman Forward Implementation Plan (May 2016) allocated $10,000,000 for the acquisition of the Sutton Wilderness and Griffin Park land. After the adoption of Norman Forward, the City discussed purchase of the property with the Department but was unable to reach any agreement for an acquisition. On November 27, 2018 (Contract K-1718-136), the City was able to negotiate a lease (the "Current Lease") with the Department that allowed the City to begin making Norman Forward-funded, permanent capital improvements on the park land with anticipation of a later acquisition by the City.

The Current Lease with the Department provides for an initial lease term of 15 years, with an option to renew for an additional 15 years. Either party can terminate the lease with 6 months' notice, but the City retains a right of first refusal which gives the City the first right to purchase Griffin Park land if the State receives an offer. Furthermore, the Department cannot sell Griffin Park during the initial lease term, unless all of its land in Norman is being sold as part of a single sale. If the State were to sell the property to another buyer, the lease terms would apply to any successor owner (i.e. 6 months' notice for termination would be required). The lease (rental) rate is $80,000 per year, and per the terms of the lease agreement, payments made by the City

would apply toward the future purchase of the property by the City. Based on the Current Lease terms of 30 annual payments at $80,000 per payment, the allocation of Norman Forward funds for the acquisition of the Griffin Park land was reduced from $10,000,000 to $2,400,000, with the remaining $7,600,000 re-allocated from the Griffin Park land acquisition to the Senior Wellness Center construction project within Norman Forward (pursuant to Resolution R-1819-110; approved May 14, 2019).

As of June 30, 2025, the City has made $500,000.06 in lease payments to the Department from proceeds of the Norman Forward Sales Tax, and approximately $1,900,000 remains allocated to the Griffin Park land acquisition project over the remaining life of the Norman Forward Sales Tax (through December, 2030).

DISCUSSION:

The attached Interlocal Agreement is for the purchase of land underlying Griffin Soccer Park, which is approximately 160 acres of land. The purchase price for the property is $3,306,811.48, which is the appraised value of the land according to a December 11, 2024 appraisal obtained by the Department. The City's previous rental payments of $500,000.06 will be a credit towards the total purchase price, leaving an additional $2,806,811.42 to be provided by the City to the Department at closing. The ODMHSAS will convey the property to the City via a Quit Claim Deed.

The total purchase price ($3,306,811.48) is proposed to be paid from the Norman Forward Fund, Griffin Soccer Park, Land (Account 51794442-46001; Project NFP103). $500,000.06 has previously paid toward the purchase from this account. Funding for the remaining $2,806,811.42 for the acquisition is proposed to be made available from the following sources:

- $1,900,000 to be appropriated from the remaining Norman Forward Griffin Park Land Acquisition Project Allocation (Account 51-29001);
- $220,000 to be transferred from the Norman Forward Fund, Griffin Soccer Park, Construction (Account 51796639-46101);
- $138,819 to be transferred from the Capital Fund, Strategic Housing Plan, Design (Account 50499950-46201; Project BG0253);
- $108,718 to be transferred from the Capital Fund, Rural Roads, Materials (Account 50596696-46301; Project SC0696);
- $100,000 to be transferred from the Capital Fund, General Buildings & Grounds, Design (Account 50193365-46201; Project BG0082);
- $76, 424.85 to be transferred from the Capital Fund, Street Widening, Land (Account 50595552-46001; Project TR0104; $14,277.14) and Utility Relocation (Account 50595552-46701; Project TR0104; $62,147.71);
- $75,000 to be transferred from the Capital Fund, Traffic Signals, Construction (Account 50590076-46101; Project TR0101; $50,000) and Design (Account 50590076-46101; Project TR0101; $25,000);
- $71,252 to be transferred from the Capital Fund, Traffic Signals, Construction (Account 50590076-46101; Project TR0061; $51,252) and Design (Account 50590076-46101; Project TR0061; $20,000);

- $66,000 to be transferred from the Capital Fund, Information Technology Projects, Construction (Account 50195556-46101; Project BG0063);
- $50,597.57 to be transferred from the Capital Fund, Concrete Valley Gutter, Construction (Account 50590051-46101; Project SC0654)

On Friday, July 11th, City Staff provided a project update to the Norman Forward Sales Tax Citizen Financial Oversight Board, which included an explanation of the above-mentioned funding sources for the acquisition. Feedback from the Board members in attendance was positive as to the proposed use of $2.4 million in Norman Forward funds for the acquisition, which is the total amount of rental payments that would have been paid under the lease agreement. CFOB Members were also receptive to the use of the remaining Norman Forward Griffin Soccer Park construction project allocations for the land acquisition. The Board was concerned with the potential negative impact on the cash flow availability for ongoing and future pay-as-you-go Norman Forward projects, as the land acquisition is now to be made in Norman Forward funds to be made available immediately, rather than over the remaining years of the Norman Forward Sales Tax.

RECOMMENDATION 1:

City Staff recommends approval of Contract K-2526-26 for the purchase of land underlying Griffin Community Park from the Oklahoma Department of Mental Health and Substance Abuse Services Real Property Trust.

RECOMMENDATION 2:

Staff further recommends the appropriation of $1,900,000 in available Norman Forward Fund balance (account 51-29000) to the Norman Forward Fund, Griffin Soccer Park, Land (Account 51794442-46001; Project NFP103).

RECOMMENDATION 3:

Staff further recommends the re-allocation (transfer) of $220,000 within the Norman Forward Fund, Griffin Soccer Park, Construction (Account 51796639-46101; Project NFB101) to the Norman Forward Fund, Griffin Soccer Park, Land (Account 51794442-46001; Project NFP103).

RECOMMENDATION 4:

Staff further recommends the re-allocation (transfer) of $686,811.42 from the Capital Improvement Projects Fund to the Norman Forward Fund, Griffin Community Park Land Acquisition Project (Account 51794442-46001; Project NFP103), as detailed in the Discussion.

OKLAHOMA
Office of Management & Enterprise Services

Real Estate and Leasing Services
Interlocal Cooperative Agreement

This INTERLOCAL COOPERATIVE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 2025, between the **City of Norman**, **Cleveland County, OK** a political subdivision organized and existing under the laws of the State of Oklahoma, the Buyer, and the State of Oklahoma, **Department of Mental Health and Substance Abuse Services Real Property Trust, the Seller**, an agency of the State of Oklahoma.

RECITALS

WHEREAS, the Oklahoma Department of Mental Health and Substance Abuse Services was created as an executive branch agency, organized and existing pursuant to Title 43A, Oklahoma Statutes, Section 2-101 with a Real Property Trust established pursuant to Title 43A, Oklahoma Statutes, Section 2-111 and Title 74 Oklahoma Statutes, Section 1003 (A)(3) (DMHSAS Trust): and

WHEREAS, City of Norman, Cleveland County, OK (City) is a political subdivision as defined in Title 74, Oklahoma Statutes, Section 1003 (A)(1), for the purposes of entering into agreements authorized by the Interlocal Cooperation Act; and

WHEREAS, Title 74, Oklahoma Statutes, Section 1008 authorizes public agencies to enter into agreements with each other to perform any governmental service, activity, or undertaking that the public agencies are authorized by law to perform; and

WHEREAS, the DMHSAS Trust owns a 156-acre tract of land lying in and being a part of Section 20, Township 9 North, Range 2 West of the I.M., Cleveland County, Oklahoma and more particularly described on the attached Exhibit "A" together with all fixtures and improvements, and all appurtenances thereunto belonging, subject to any plat or use restrictions, rights of way and utility easements of record; and

WHEREAS, the property is surplus to the needs of DMHSAS, and the Oklahoma State Legislature has authorized DMHSAS to sell the Property and use the funds to contribute to the construction of a new mental health facility to serve Oklahomans; and

WHEREAS, the City currently leases the Property and utilizes the property to provide public services which include, but are not limited to, Griffin Community Park, a City water well, and a youth sports complex used by the citizens of Norman and others offering services that are used in combination with the existing infrastructure;

WHEREAS, the City desires to purchase the Property to enable the City to continue to provide these and/or other services;

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual agreements and conditions herein described, the parties agree as follows:

1. The DMHSAS Trust shall sell the Property to the City for a sum of three million, three hundred six thousand, eight hundred eleven dollars and forty-eight cents ($3,306,811.48).

2. **Responsibilities of the City**
   The City agrees to accept and buy the Property described herein, on the following terms and conditions:
   a. Purchase Price. This is a CASH TRANSACTION; the Purchase Price is three million, three hundred six thousand, eight hundred eleven dollars and forty-eight cents ($3,306,811.48).
   b. Closing, Funding and Possession. The Closing process includes the City's due diligence, the parties' execution of documents, and receipt of funds by DMHSAS and shall be completed on or before _____. ("Closing Date") or not later than thirty (30) days thereafter caused by a delay of the Closing process. Possession shall be by Quitclaim Deed and transferred after Closing unless otherwise provided for. The City shall pay Closing fees, any recording fees, and all other costs associated with the purchase. All funds shall be payable by City to DMHSAS Trust at Closing OR OSDMHSAS, and shall be paid either by cashier's check or wire transfer. Said funds to be directly deposited into the _____as required by O.S __. § __.
   c. Rental Payments as Credit at Closing. Pursuant to the terms of the current lease agreement between the Buyer and Seller, all "Rental Payments", a total sum of five hundred thousand dollars and six cents ($500,000.06), previously made by Buyer to Seller pursuant to said lease shall be given as credit towards the Purchase Price at Closing. The balance of the Purchase Price shall be paid to Seller at the time of Closing. Upon execution of this Agreement, Buyer's obligation to make rental payments are suspended until Closing or until this Agreement is terminated.

3. **Responsibilities of the DMHSAS Trust**
   a. The DMHSAS Trust shall convey the Property, less and except all oil, gas and minerals thereunder, to the City via Quit Claim Deed.
   b. The DMHSAS Trust will provide information, if available, to the City as needed until the day of closing.

c. The DMHSAS Trust will provide access to the Property as needed until the day of closing.
d. The DMHSAS Trust shall sign all necessary document(s) associated with the transfer and possession.

4. **Risk of Loss.** Until transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon DMHSAS Trust; after transfer of possession, risk of loss shall be upon City. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)

5. **Execution.** This Agreement may be executed in multiple copies, each copy of which shall be deemed as an original. The Parties' signature at the end of the Agreement, which includes any attachments or documents incorporated by reference, creates a valid and binding Agreement, which sets forth their complete understanding of the terms of the Agreement. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. The Agreement shall be executed by original signatures of the parties or by signatures as reflected on separate identical Agreement counterparts (carbon, photo, or other electronic copy). The parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. All prior verbal or written negotiations, representations and agreements are superseded by the Agreement, which may only be modified or assigned by a further written agreement of City and DMHSAS Trust.

6. **Amendment.** Amendments to this agreement may only be achieved or permitted by express written agreement of both parties.

7. **Notice Address.** City of Norman, Cleveland County, OK P.O. Box 370, Norman, OK 73070 (405) 217-77, CityAttorney@NormanOK.gov, 201 W Gray St., Norman, OK 73069.

8. **Captions.** The captions, titles, and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof.

9. **Preservation of Defense and Right.** Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et. seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this agreement.

10. **Closing.** The closing of this transaction shall occur at a mutually agreed upon location.

11. **Applicable Law**. This Agreement has been prepared in accordance with the laws of the State of Oklahoma and is to be interpreted, construed and enforced in accordance with the laws of said State. For the purposes of interpretation and enforcement of the provisions hereof, this Agreement shall be conclusively deemed to have been prepared jointly by both City and DMHSAS Trust and not by one party to the exclusion of the other. The venue for any dispute related to this Agreement shall be in Oklahoma County District Court for the State of Oklahoma or the United States District Court for the Western District of Oklahoma

12. **Whole Agreement.** It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties, and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

Remainder of Page Intentionally Left Blank
Signature Pages to Follow

City of Norman, Cleveland County, OK
(Type or print)

By: _____
Stephen Tyler Holman, Mayor

ATTEST:: _____
Brenda Hall, City Clerk

By: _____
Approved as to form and legality:
Rick Knighton, City Attorney

Date: _____

Department of Mental Health and Substance Abuse Services Real Property Trust
(Type or print)

By: _____
(Signature)

, Trust Chair
(Print name and title)

Date: _____

Exhibit A

Legal Description (subject to final survey)

A tract of land being the Southeast Quarter (SE/4) of Section Twenty (20), Township Nine North (T9N), Range Two West (R2W), Indian Meridian (I.M.), in Cleveland County, Oklahoma, LESS AND EXCEPT: A strip, piece or parcel of land lying in the Southeast Quarter (SE/4) of Section Twenty (20), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows: Beginning at the Southwest Corner of the Southeast Quarter (SE/4); Thence North along the West line of said Southeast Quarter (SE/4) a distance of 60.00 feet; Thence North 89’40’41” East a distance of 2629.71 feet to a point on the East line of said Southeast Quarter (SE/4); Thence South along said East line a distance of 60.00 feet to the Southeast corner of said Southeast Quarter (SE/4); Thence West along the South line of said Southeast Quarter (SE/4) a distance of 2630.04 feet to point of beginning. Said tract of land containing 156.38 acres, more or less.