



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, July 26, 2022 at 6:30 PM

AGENDA

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 1 through Item 30 be placed on the consent docket.

APPROVAL OF MINUTES

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

CITY COUNCIL STUDY SESSION MINUTES OF MARCH 29, 2022
CITY COUNCIL SPECIAL SESSION MINUTES OF APRIL 12, 2022
CITY COUNCIL MINUTES OF MAY 26, 2022
NORMAN UTILITIES AUTHORITY MINUTES OF MAY 26, 2022
NORMAN MUNICIPAL AUTHORITY MINUTES OF MAY 26, 2022
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MAY 26, 2022
CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 14, 2022
CITY COUNCIL MINUTES OF JUNE 14, 2022
NORMAN UTILITIES AUTHORITY MINUTES OF JUNE 14, 2022
NORMAN MUNICIPAL AUTHORITY MINUTES OF JUNE 14, 2022
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JUNE 14, 2022

Reports/Communications

2. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2022, AND DIRECTING THE FILING THEREOF.
3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JUNE, 2022.
4. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

Bids

5. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-68: SUBMITTED BY CHEMTRADE CHEMICALS US, L.L.C., IN THE AMOUNT OF \$648 PER TON FOR 10% AND \$540 PER TON FOR 12% FOR THE PURCHASE OF FERRIC SULFATE FOR THE WATER TREATMENT FACILITY.
6. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-69: SUBMITTED BY U.S. LIME COMPANY - ST CLAIR, IN THE AMOUNT OF \$244.69 PER TON FOR THE PURCHASE OF LIME FOR THE WATER TREATMENT FACILITY.
7. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-70: SUBMITTED BY UNIVAR SOLUTIONS USA, INC., IN THE AMOUNT OF \$0.36 PER POUND FOR THE PURCHASE OF FLUOROSILICIC ACID FOR THE WATER TREATMENT FACILITY.

8. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-73: FOR THE PURCHASE OF CALCIUM THIOSULFATE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.91 PER POUND FOR FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.
9. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-74: FOR THE PURCHASE OF BULK SODIUM HYPOCHLORITE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.1575 PER POUND FOR FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.
10. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-75: FOR THE PURCHASE OF LIQUID AMMONIA SULFATE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.2425 PER POUND FOR THE FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.
11. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-77: SUBMITTED BY WATER TECH, INC., IN THE AMOUNT OF \$0.39 PER POUND FOR THE PURCHASE OF HYDROGEN PEROXIDE FOR THE WATER TREATMENT FACILITY.
12. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-78: SUBMITTED BY AIRGAS, USA, L.L.C., IN THE AMOUNT OF \$124.57 PER TON FOR THE PURCHASE OF LIQUID OXYGEN FOR THE WATER TREATMENT FACILITY.
13. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-82: FOR THE PURCHASE OF TOTE SODIUM HYPOCHLORITE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.2986 PER POUND FOR THE FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.
14. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-86: SUBMITTED BY POET PURE ETHANOL PRODUCTS IN THE AMOUNT OF \$250 PER TON FOR THE PURCHASE OF CARBON DIOXIDE FOR THE WATER TREATMENT FACILITY.
15. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-87: SUBMITTED BY MORTON SALT INC., IN THE AMOUNT OF \$133.29 PER TON FOR THE PURCHASE OF SALT FOR THE WATER TREATMENT FACILITY.

Donation

16. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$3,000 FROM THE 3595 EAST STATE HWY 9, L.L.C., TO THE CITY OF NORMAN.

Certificate of Survey

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-13 AND EASEMENT E-2223-3 FOR WAGGONER ESTATES. (GENERALLY LOCATED NEAR THE CORNER OF 84TH AVENUE N.E. AND TECUMSEH ROAD.)

Contracts

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-1920-124: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MACARTHUR ASSOCIATED CONSULTANTS, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$36,000 FOR A REVISED CONTRACT AMOUNT OF \$338,000 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE GRAY STREET TWO-WAY 2019 BOND PROJECT.
19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. SIX TO CONTRACT K-2021-35: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FLINTCO, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$32,821.05 FOR A REVISED CONTRACT AMOUNT OF \$9,097,758.42 FOR THE ADDITION OF AIR BLENDERS TO THE HVAC SYSTEM FOR THE PARK MAINTENANCE FACILITY AND THE TRANSIT/PUBLIC SAFETY MAINTENANCE FACILITY AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
20. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-2122-81: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY INC., INCREASING THE CONTRACT AMOUNT BY \$6,576,243 FOR A REVISED CONTRACT AMOUNT OF \$7,961,785 FOR THE CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE NORMAN FORWARD GRIFFIN PARK RENOVATION PROJECT, PHASE 5.
21. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-2 AND CONTRACT K-2223-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY IN THE AMOUNT OF \$1,203,819 FOR THE URBAN CONCRETE PAVEMENT PROJECT, FYE 2023 LOCATIONS, BID 2, PERFORMANCE BOND B-2223-3; STATUTORY BOND B-2223-4; MAINTENANCE BOND MB-2223-2, AND RESOLUTION R-2223-2 GRANTING TAX-EXEMPT STATUS.

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-18: A COMBINED MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$1,500,000 FOR THE CITY'S SHARE FOR FEDERAL-AID PROJECT TAP3-3735(004)AG, J/P 33735(04), THE FLOOD AVENUE MULTIMODAL PATH FROM ROBINSON STREET TO TECUMSEH ROAD, AND EXTENDING ALONG TECUMSEH ROAD FROM FLOOD AVENUE TO 24TH AVENUE NW), RESOLUTION R-2223-13, AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT.
23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-21: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION IN THE AMOUNT OF \$100,000 FOR ACQUISITION OF PROPERTY TO BE UTILIZED AS AFFORDABLE HOUSING.
24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-22: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CLEVELAND COUNTY HABITAT FOR HUMANITY, INC., IN THE AMOUNT OF \$40,000 FOR ACQUISITION OF PROPERTY TO BE UTILIZED AS AFFORDABLE HOUSING.
25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-23: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND METROPOLITAN FAIR HOUSING COUNCIL, INC., IN THE AMOUNT OF \$30,000 AS AGREED UPON UNDER THE 48TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND THE FYE 2023 HOME INVESTMENT PARTNERSHIP PROGRAM.
26. CONSIDERATION OF THE ACCEPTANCE OF CERTIFIED LOCAL GOVERNMENTS GRANT FUNDING IN THE AMOUNT OF \$8,650 TO BE USED FOR THE DEVELOPMENT AND SUPPORT OF LOCAL HISTORIC PROGRAMS, APPROVAL OF CONTRACT K-2223-26 WITH THE OKLAHOMA HISTORICAL SOCIETY, STATE HISTORIC PRESERVATION OFFICE, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
27. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-27: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND , THE MCKINNEY PARTNERSHIP ARCHITECTS IN THE AMOUNT OF \$40,545 TO PROVIDE ARCHITECTURAL DESIGN SERVICES FOR THE TRAFFIC MANAGEMENT CENTER AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

28. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-28: A COMBINED MAINTENANCE, FINANCING, & RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$698,029 FOR THE CITY'S SHARE FOR FEDERAL-AID PROJECT J3-5325(004)IT, J/P 35325(04), THE TRAFFIC MANAGEMENT CENTER, RESOLUTION R-2223-19, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

29. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-29: 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, 2022, AND ENDING JUNE 30, 2023.

Settlement

30. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF LAURA DOUGHTY V. CENTRALSQUARE TECHNOLOGIES, LLC AND CITY OF NORMAN, UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA COURT CASE CIV-2020-500, IN THE AMOUNT OF \$37,500.

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

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

CITY COUNCIL STUDY SESSION MINUTES OF JUNE 21, 2022

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION MINUTES OF JUNE 23, 2022



CITY OF NORMAN, OK STAFF REPORT

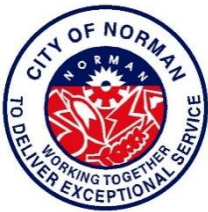
MEETING DATE: 10/11/2022

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

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

CITY COUNCIL STUDY SESSION MINUTES OF JUNE 21, 2022
CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION
MINUTES OF JUNE 23, 2022



CITY OF NORMAN, OK CITY COUNCIL STUDY SESSION

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

Tuesday, June 21, 2022 at 5:30 PM

MINUTES

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

CALL TO ORDER

PRESENT

Mayor Pro-Tem Stephen Holman
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Kelly Lynn
Councilmember Ward 4 Lee Hall
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 8 Matthew Peacock

ABSENT

Mayor Breea Clark
Councilmember Ward 1 Brandi Studley
Councilmember Ward 5 Rarchar Tortorello

AGENDA ITEMS

1. DISCUSSION REGARDING A RESOLUTION TO FORMALIZE THE PROCESS TO FILL VACANT COUNCIL SEATS.

Ms. Kathryn Walker, City Attorney, said the Charter Review Committee (CRC) discussed Section 22 of the Charter including vacancies in office, but ultimately proposed clean-up language be added. She said Council wanted to formalize a process for filling Council vacancies that included a Selection Committee.

Ms. Walker said vacancies on Council have been approached a number of ways and it can be challenging to get an election scheduled to fill a vacancy in a timely manner, so prior Council's have typically filled the vacancy by majority vote. Some years, names were submitted and voted on by City Council at a public meeting with voting ties being broken by pulling a name out of a hat. Most recently, Council has appointed a selection committee made up of residents of the ward in which the vacancy exists and once the

committee made its selection, Council would vote on that person selected. With one exception, Council has selected a candidate recommended by the committee for appointment. Council has expressed a desire to formalize the selection committee process in the context of addressing the second Ward 2 vacancy on April 8, 2021, and again on May 12, 2022.

The Council Oversight Committee discussed the vacancy in office item during the April 2021, meeting and made recommendations that included:

- A five member Selection Committee made up of residents from the Ward being vacated;
- Application to fill the vacancy should ask questions about voting history, City specific activities, and potential conflicts with Council position;
- Limiting the number of interviews to ensure they can all be conducted on the same day;
- Utilize the same questions for all candidates - Selection Committee can add ward specific questions;
- Selection Committee to send one name forward to Council; and
- Deliberations and selection should occur on the same day as the interviews.

Ms. Walker said Council amended Article II, Section 22, language to read:

“Any vacancy occurring in the City Council shall be filled by a majority vote of the remaining members of the City council for ~~a period extending until the next regular municipal election, at which time an election, conducted as provided by this Charter and applicable State law, shall be held to fill any~~ the balance of the unexpired term; provided, however, if the City Council does not fill the vacancy by appointment within sixty (60) days after the same occurs, it shall be mandatory on the part of the City Council to call and schedule a special election to fill the vacancy for the unexpired term, which election shall be held for the election of a City Councilmember, only, and said election shall be conducted in the same manner as a regular municipal election.”

The process outlined in the policy would not supersede the Charter, so Council would still be required to call a special election to fill any vacancy if it is not filled by appointment within 60 days of the vacancy.

In May 2022, the Council Oversight Committee reached consensus on the above stated items to be included in a resolution setting forth the process for filling Council vacancies. Staff was asked to prepare a resolution covering these key points of the process for Council discussion and consideration. Additionally, Staff was tasked with reviewing and modifying the application to be consistent with the discussion.

Councilmembers thanked Ms. Walker for the information presented.

Items submitted for the record

1. Staff report dated June 21, 2022, from Kathryn Walker, City Attorney, to City Council Oversight Committee
2. Draft resolution
3. Draft application

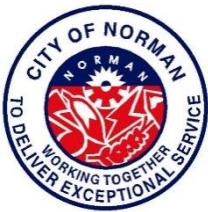
ADJOURNMENT

The meeting was adjourned at 5:59 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL COMMUNITY PLANNING & TRANSPORTATION COMMITTEE MEETING

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

Thursday, June 23, 2022 at 4:00 PM

MINUTES

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

CALL TO ORDER

PRESENT

Councilmember Ward 1 Brandi Studley
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 4 Lee Hall
Councilmember Ward 8 Matthew Peacock
Councilmember Ward 7 Stephen Holman, Chair

ABSENT

None

OTHERS PRESENT:

Dr. Marilyn Dillon, Ph.D., Mobility Management Administrator/American with Disabilities Act (ADA) Coordinator for Embark
Mr. Marion Hutchinson, Regional Transit Authority of Center Oklahoma Representative
Mr. Shawn O'Leary, Director of Public Works
Ms. Heather Poole, Assistant City Attorney

1. UPDATE ON THE REGIONAL TRANSIT AUTHORITY OF CENTRAL OKLAHOMA ACTIVITIES.

Mr. Marion Hutchison, City Representative to Regional Transit Authority of Central Oklahoma (RTACO/RTA), updated the Committee on the RTACO. He said the Authority will have a better idea of how the system will look, costs of infrastructure, etc., if Burlington Northern Santa Fe (BNSF) Railroad agrees to allow RTA to run the type of system they want to run using existing railroad tracks. He said progress is being made, but previous studies, i.e., Commuter Corridor Study, 2006 Fixed Guideway Study, etc., have been deficient on a lot of questions. He said no one has spoken to BNSF about using the existing railroad tracks, as it was assumed they were aware of the interest for commuter rail. He said during the process of discussing use of rails with BNSF, the RTA had to amend some statutes regarding the ability to indemnify, etc., because BNSF does not want to be liable for anything happening through commuter rail.

Mr. Hutchinson said when the RTA was created, Midwest City did not want to join because the revenue stream would most likely be sales tax and they did not want to impose additional sales tax on their City for commuter rail. He said the RTA has looked at all funding options and the only option allowed by State statute is sales tax revenue. He said Moore joined the RTA when it was created, but they are unsure about moving forward because they do not even have a transit system, which is an important component of commuter rail. He said there have been rumors that the RTA could impose a 4% sales tax; however, that is not true. He said Dallas Area Rapid Transit (DART) in Dallas, Texas has a 1% sales tax and Salt Lake City, Utah, has commuter rail, light rails, and streetcars and has a .68% sales tax. He said beyond 1% is not even fathomable and the RTA Board cannot make that decision because the Board works as representatives of the Authority. He said it is up to cities to make those decisions.

Mr. Hutchinson said once a system is in place and running, suddenly everyone else wants to join, but to be clear, cities will not be able to join without paying their fair share of total costs. He said the RTA is proposing to pay for stations through a base package and each city can determine what type of station they want, but will pay additional costs beyond the base package. He said RTA will not have the authority to declare eminent domain or to utilize Tax Increment Finance (TIF) District; however, cities do have those abilities to assist. He said large portions of Norman are designated enterprise zones, which qualifies for TIF funding, and if stations are located there it would have a huge impact on local development and system support.

Chairman Holman said it was his understanding that RTA would provide a basic package and the City has discussed having four station locations south of the Lindsey Street area, e.g., Downtown Norman, Classen Boulevard, State Highway 9, and the Tecumseh Road area.

Chairman Holman said another concern is the Oklahoma Turnpike Authority (OTA) proposal and how that will affect commuter rail. He said the Robinson Street Underpass was built to accommodate a double railroad track in anticipation of a regional transportation system.

Mr. Hutchinson said the Federal Railroad Administration (FRA) has a large pot of money available for grants pertaining to planning: i.e., environmental planning, engineering planning, etc., covering a large percentage of costs. He said RTA applied for a grant, which can exceed \$100 million. He said this is exciting because FRA is all about rail so this opportunity comes at a time when the RTACO is trying to establish commuter rail in one of the higher capacity, important freight rail corridors and AMTRAK is looking at extending the Heartland Flyer for through service. He said all improvements cities do to allow commuter rail operations benefit FRA.

Chairman Holman said the sales tax revenue is the only thing that gives him heartburn and he understands why other cities have opted out. He said this could be the biggest hurdle for commuter rail.

Councilmember Peacock asked if any counties have been approached about regional transportation and Mr. Hutchinson said meetings have included city, county, and state representatives, but counties are not part of the RTA as this is more of a city effort. He said the RTA has seen no support from rural county areas for transit, but park and ride locations could be an option for rural areas.

Mr. Hutchinson said the RTA is moving full speed ahead with connecting Tinker Air Force Base (TAFB) as part of RTA. He said although that line does not run through Norman, many TAFB employees live in Norman as well as the metro area. He said it is important for participating cities to expand transportation service to the stations.

Chairman Holman said he has always considered rail between Norman and Edmond to be a metropolitan transit system, but for that system to work there has to be a reliable bus transit system to get people to the stations.

Councilmembers thanked Mr. Hutchinson for the update and expressed how appreciative they are to him for representing the City of Norman.

* * * * *

2. PRESENTATION BY A REPRESENTATION OF EMBARK ON THEIR CLIMB RIDE PROGRAM.

Dr. Marilyn Dillon, Ph.D., Mobility Management Administrator/American with Disabilities Act (ADA) Coordinator for Embark, said the Climb Ride Program effectively demonstrates that a public transit mobility solution can provide measurable outcome improvements when paired with a social service system. Climb Ride serves families in the foster care system, providing the family with comprehensive transportation options to complete their court-ordered services and reunite with their children. She said by removing the barrier of transportation and embedding a Mobility Coordinator directly into the family's Department of Human Services (DHS) support team, Climb Ride supports parents and their DHS team to shorten the time to permanency and provide post-program transportation support to ensure continued family connection and parental success.

Funded by the Transportation Innovation Grant (TIG) through the Arnall Family Foundation, Climb Ride was conceived and developed through design-based innovation by EMBARK, the Community Transportation Association of America (CTAA), and the Oklahoma Transit Association (OTA). Climb Ride was launched in 2019, and as of November 30, 2021, the program has expanded to support all Oklahoma County DHS offices. Climb Ride has served 151 participants, provided over 6,289 trips, and supported 22 families to reunification. Climb Ride participants have an average time to permanency of 16.5 months and 63% of Climb Ride families are successfully reunited.

Frequent visits with children during a foster care process improve reunification success; however, parents without access to reliable transportation face an uphill battle to complete all court-ordered services within their reunification plan while maintaining a regular pattern of visitation and securing steady employment. Transportation barriers often increase the time children are in the foster care system, with some cases being active from 18 to 24 months or longer. The Climb Ride Program was designed to address these challenges, improve program engagement, increase opportunities for visitation, and shorten the time of reunification.

Climb Ride has demonstrated that reliable transportation can shorten the time a child spends in the foster care system, saving money and providing more flexibility to the State of Oklahoma to invest in preventative services. For example, foster care services and support for a family with two children in foster care can cost approximately \$7,500 per month and shortening the time to permanency by only four months saves the State approximately \$30,000 on a single case involving two children.

Item 2, continued:

The Climb Ride Program serves two audiences – families and DHS Staff with positive and supportive feedback from both. Climb Ride helps parents attend appointments and visitations with ease so they can focus on their family without the worry of missing an appointment because their ride fell through at the last moment. Children benefit by easing stress in knowing their parents have a reliable and consistent avenue to attend visitation and engage with their children. Climb Ride is a critical component of success because without transportation to court-ordered services, the family has another stressor in their lives that could trigger a return to addiction or other destructive behaviors. All drivers have training that provides the tools to respond to individuals in crisis and the Climb Ride team developed a comprehensive, web-based trauma informed training class geared toward public transit.

Councilmembers were very interested in the program and asked if this was something Norman could utilize as well, and Ms. Dillon said yes.

Items submitted for the record

1. PowerPoint presentation entitled, "Climb Ride Program"
2. Climb Ride Program Report by EMBARK

* * * * *

3. UPDATE ON THE GO TRANSIT STUDY.

Mr. Taylor Johnson, Transit and Parking Program Manager, said the GO Norman Transit Study was completed in mid-2021, and adopted by Council on June 22, 2021. Since then, Staff has been preparing for implementation that included a transit survey. He said according to the survey, rider's priorities include safety on the bus (48%); reliability of schedule (47%); speed of service (34%); frequency of service (29%); days of service (24%); comfort at bus stops (23%); and hours of service (23%).

Mr. Johnson said key study recommendations include updating and streamlining the route network; establishing a downtown transit hub; strategically expanding bus service; upgrading and standardizing the fleet; continuing to operate fare free; and promoting transit supportive land use.

Most routes on the existing route network converge at Brooks Street on University of Oklahoma (OU) Campus using a loop system and has a growing number of non-student riders. The recommended route network will establish a downtown (acquired property on East Comanche Street) as the primary connection point; save riders time by improving route directness using a grid system; reinvests unproductive service into high-need areas; and creates a strong foundation for future upgrades and expansion.

Item 3, continued:

Mr. Johnson said future expansion includes adding Sunday service; upgrading service frequencies; extending route to Moore-Norman Vo-Tech; and adding new routes in south and east Norman.

The City purchased property in Downtown Norman to be used as the main transit hub instead of Brooks Street so routes will need to be aligned and updated based on the transit hub design.

Next steps include three public hearings (August, September, October); committee and Council meetings; Transit Center design; Transit Center bid process; Transit Center construction; bus stops bid process; bus stops installation/upgrades; service change marketing campaign; and service change implementation.

Councilmembers thanked Staff for the update.

Items submitted for the record

1. PowerPoint presentation entitled, "GO Norman Transit Study – EMBARK Norman," dated June 23, 2022

* * * * *

4. PUBLIC TRANSIT REPORT

Mr. Johnson said the fixed route service transported 20,501 passengers in May 2022, compared to 22,690 in April 2022. The daily average ridership was 820. There were 1662 passengers with bicycles and 203 passengers with wheelchairs or other mobility devices transported in May.

The paratransit service transported 1,952 passengers in May 2022, compared to 12124 in April 2022. Average daily ridership was 78, an increase of 5.13% compared to March 2022.

Saturday service totaled 1,944 in April 2022, a 10.54% decrease over 2,173 in April 2022.

Mr. Johnson said Staff worked with Nelson/Nygaard, the consultant for Go Norman Transit Plan, on an amendment to their contract to make minor changes to reflect using 318-320 East Comanche Street as a Transit Center rather than the Norman Depot. Staff is now working with McKinney Partnership Architects on the architectural design for the renovation of the new Transit Center. He said this will be a functional Transit Center with restrooms and a water bottle fill station and hopes to present the proposed design to the Committee soon.

Item 4, continued:

On October 1, 2021, the Association of Central Oklahoma Governments (ACOG) announced the grant cycle was open for the Air Quality Small Grant Program. This program seeks to improve air quality in Central Oklahoma by reducing reliance on single-occupancy vehicle trips. Small transportation infrastructure projects and transit improvements as well as projects focused on congestion relief efforts are all eligible.

Mr. Johnson said Nelson/Nygaard has been working on a new, efficient bus route system and Staff is looking at the overall schedule for implementing the recommended route network in the GO Norman Transit Plan. This will include a public participation process to finalize the route changes, implementing bus stop changes, renovating the new Transit Center, and marketing.

Staff is awaiting news on a few grant applications that include a RAISE Grant to purchase and install two pantograph chargers providing for in service charging for the new electric buses as well as grant applications to replace two Compressed Natural Gas (CNG) 35 foot fixed route busses and four paratransit vans.

Items submitted for the record

1. Memorandum dated May 26, 2022, from Taylor Johnson, Transit and Parking Program Manager, through Shawn O'Leary, P.E., CFM, Director of Public Works, to Council Community Planning and Transportation Committee
2. EMBARK Norman Performance Report for April 2022

* * * * *

ADJOURNMENT

The meeting was adjourned at 5:30 pm.

Deputy City Clerk

Mayor

File Attachments for Item:

2. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2022, AND DIRECTING THE FILING THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2022, AND DIRECTING THE FILING THEREOF.

DATE: July 12, 2022
 TO: City Council
 FROM: Anthony Francisco, Director of Finance
 REVIEWED BY: Clint Mercer, Chief Accountant
 PREPARED BY: Debbie Whitaker, Municipal Accountant III
 SUBJECT: Breakdown of Interest Earnings by Fund

FUND	MONTHLY COMPARISON						ANNUAL COMPARISON			
	MONTHLY BUDGETED INTEREST EARNINGS FYE22	MONTHLY INTEREST EARNINGS June 2022	MONTHLY % INCREASE (DECREASE)	MONTHLY INTEREST % OF PORTFOLIO HOLDINGS	MONTH-END BALANCE June 2022	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE22-YTD	INTEREST EARNINGS YTD FYE22	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	\$15,476	\$7,188	-53.55%	6.25%	9,820,428	3.30%	\$182,070	\$45,140	-75.21%	6.13%
NET REVENUE STABILIZATION	\$4,167	\$2,688	-35.54%	2.34%	4,228,540	1.42%	\$50,000	\$17,630	-64.74%	2.38%
PUBLIC SAFETY SALES TAX FUND	\$4,167	\$1,388	-66.68%	1.21%	10,794,904	3.62%	\$50,000	\$5,563	-88.87%	0.76%
HOUSING	N/A	\$15	100.00%	0.01%	3,972,279	1.33%	N/A	\$52	100.00%	0.01%
SPECIAL GRANTS FUND	N/A	\$1,566	100.00%	1.36%	22,204,620	7.45%	N/A	\$5,829	100.00%	0.79%
ROOM TAX FUND	\$208	\$370	77.72%	0.32%	820,832	0.28%	\$2,500	\$1,454	-41.84%	0.20%
SEIZURES	\$42	\$853	1947.37%	0.74%	1,476,790	0.50%	\$500	\$4,994	898.88%	0.68%
CLEET FUND	N/A	\$0	100.00%	0.00%	(8,941)	0.00%	N/A	\$0	100.00%	0.00%
TRANSIT & PARKING FUND	\$0	\$4,061	0.00%	3.53%	6,526,564	2.19%	\$0	\$10,586	0.00%	1.44%
ART IN PUBLIC PLACES FUND	N/A	\$1	100.00%	0.00%	1,374	0.00%	N/A	\$7	100.00%	0.00%
WESTWOOD FUND	\$625	\$225	-63.94%	0.20%	1,568,992	0.53%	\$7,500	\$3,220	-57.06%	0.44%
WATER FUND	\$10,000	\$20,353	103.53%	17.70%	37,214,818	12.49%	\$120,000	\$144,847	20.71%	19.66%
WASTEWATER FUND	\$4,167	\$5,754	38.10%	5.00%	8,681,222	3.25%	\$50,000	\$40,844	-18.31%	5.54%
SEWER MAINTENANCE FUND	N/A	\$8,309	100.00%	7.22%	13,157,112	4.42%	N/A	\$53,254	100.00%	7.23%
DEVELOPMENT EXCISE	\$5,833	\$4,084	-29.99%	3.55%	8,900,837	2.32%	\$70,000	\$28,455	-59.35%	3.86%
SANITATION FUND	\$25,000	\$9,505	-61.98%	8.26%	15,041,932	5.05%	\$300,000	\$68,253	-77.25%	9.28%
RISK MANAGEMENT FUND	N/A	\$1,004	100.00%	0.87%	791,202	0.27%	N/A	\$9,973	100.00%	1.35%
CAPITAL PROJECTS FUND	\$58,333	\$16,368	-71.94%	14.23%	68,737,153	23.07%	\$400,000	\$111,554	-72.11%	15.14%
NORMAN FORWARD SALES TAX	\$1,250	\$24,525	1882.00%	21.32%	65,515,635	21.99%	\$15,000	\$140,573	837.15%	19.08%
PARKLAND FUND	\$833	\$504	-39.58%	0.44%	795,563	0.27%	\$10,000	\$3,578	-64.22%	0.49%
UNP TAX INCREMENT DISTRICT	\$2,000	\$841	-52.96%	0.82%	10,867,483	3.65%	\$480,000	\$2,333	100.00%	0.32%
CENTER CITY TAX INCREMENT DIST	N/A	\$562	0.00%	0.48%	892,298	0.30%	N/A	\$2,832	100.00%	0.36%
SINKING FUND	\$2,083	\$4,124	97.95%	3.59%	5,922,467	1.99%	\$25,000	\$31,772	27.09%	4.31%
SITE IMPROVEMENT FUND	N/A	\$32	100.00%	0.03%	50,739	0.02%	N/A	\$217	100.00%	0.03%
TRUST & AGENCY FUNDS	N/A	\$6	100.00%	0.01%	9,776	0.00%	N/A	\$42	100.00%	0.01%
ARTERIAL ROAD FUND	N/A	\$587	100.00%	0.51%	924,781	0.31%	N/A	\$3,924	100.00%	0.53%
	\$134,184	\$115,012	-14.28%	100.00%	297,807,500	100.00%	\$1,762,570	\$736,725	-58.20%	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 \$297.91 million as of 06/30/22 are represented by working capital cash balances of all City funds of approximately \$101.09 million, outstanding encumbrances of \$92.33 million, General Obligation Bond proceeds of \$41.91 million, NUA revenue bond proceeds of \$8.61 million, NMA bond proceeds of \$45.52 million, and UNP TIF reserve amounts of \$10.45 million.

INVESTMENT BY TYPE

June 30, 2022					EARNED		
LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	INTEREST	COST	MARKET
**Checking							
BANK OF OKLAHOMA	GEN'L DEP.			0.05%	\$1,849.02	\$51,210,149.61	\$51,210,149.61
BANK OF OKLAHOMA	WARRANTS PAYABLE					(\$3,757,171.78)	(\$3,757,171.78)
BANK OF OKLAHOMA	PAYROLL					(\$3,854,984.35)	(\$3,854,984.35)
BANK OF OKLAHOMA	COURT BOND REFUNDS					\$112,191.69	\$112,191.69
BANK OF OKLAHOMA	INSURANCE CLAIMS					(\$500,486.64)	(\$500,486.64)
BANK OF OKLAHOMA	LOCK BOX					\$1,796,255.49	\$1,796,255.49
BANK OF OKLAHOMA	RETURN CHECKS					(\$6,104.67)	(\$6,104.67)
BANK OF OKLAHOMA	PARKS					\$0.00	\$0.00
BANK OF OKLAHOMA	FLEXIBLE SPENDING					(\$1,799.64)	(\$1,799.64)
BANK OF OKLAHOMA	CDBG-CV			0.09%	\$14.58	\$201,072.63	\$201,072.63
**Subtotal					\$1,863.60	\$45,199,122.34	\$45,199,122.34
**Money Market							
BANCFIRST-NUA	MONEY MKT.			0.37%	\$0.51	\$563,719.75	\$563,719.75
BANCFIRST-NMA Room Tax	MONEY MKT.			0.06%	\$11.25	\$142,407.55	\$142,407.55
BANCFIRST-NUA Water	MONEY MKT.			0.37%	\$24.60	\$5,590,851.31	\$5,590,851.31
BANCFIRST-NUA Clean Water	MONEY MKT.			0.06%	\$0.76	\$452,481.64	\$452,481.64
BANCFIRST-NMA PSST	MONEY MKT.			0.37%	\$38.06	\$8,600,783.13	\$8,600,783.13
BANCFIRST-NMA Norman Forward	MONEY MKT.			0.37%	\$4,932.04	\$35,573,231.78	\$35,573,231.78
BANCFIRST-NMA ERP Financing	MONEY MKT.			0.37%	\$7.52	\$1,201,657.83	\$1,201,657.83
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			0.01%	\$940.74	\$10,450,490.71	\$10,450,490.71
BANK OF OKLAHOMA ARPA	MONEY MKT.			0.09%	\$1,564.35	\$22,094,439.31	\$22,094,439.31
BANK OF OKLAHOMA-Westwood	MONEY MKT.			0.05%	\$225.39	\$0.00	\$0.00
BANK OF OKLAHOMA-CW	MONEY MKT.			0.05%	\$0.51	\$12,429.19	\$12,429.19
BANK OF OKLAHOMA	MONEY MKT.			0.05%	\$1.35	\$32,991.58	\$32,991.58
BANK OF OKLAHOMA	MONEY MKT.			0.05%	\$5.60	\$136,318.21	\$136,318.21
BANK OF OKLAHOMA-SW	MONEY MKT.			0.05%	\$0.00	\$6.77	\$6.77
BANK OF OKLAHOMA-Misty Lake	MONEY MKT.			0.09%	\$43.37	\$595,187.15	\$595,187.15
BANK OF OKLAHOMA-2015	MONEY MKT.			0.05%	\$77.99	\$1,897,807.24	\$1,897,807.24
BANK OF OKLAHOMA-2019A	MONEY MKT.			0.05%	\$206.30	\$5,016,472.38	\$5,016,472.38
BANK OF OKLAHOMA-2019B	MONEY MKT.			0.05%	\$596.07	\$14,499,254.27	\$14,499,254.27
BANK OF OKLAHOMA-2020A	MONEY MKT.			0.09%	\$499.49	\$6,848,228.54	\$6,848,228.54
BANK OF OKLAHOMA-2021	MONEY MKT.			0.09%	\$994.92	\$13,653,131.47	\$13,653,131.47
**Subtotal					\$10,170.82	\$127,361,899.81	\$127,361,899.81
**Sweep/Overnight							
BANK OF OKLAHOMA	ICS ACCT			0.50%	\$701.31	\$2,327,614.66	\$2,327,614.66
BANK OF OKLAHOMA PORTFOLIO	SHORT TERM			0.01%	\$19,437.33	\$7,357,862.93	\$7,357,862.93
**Certificate of Deposit							
FIRST FIDELITY BANK	CD	09/30/21	09/30/22	0.45%	\$31.25	\$250,000.00	\$250,000.00
GREAT NATIONS BANK	CD	09/30/21	09/30/22	0.45%	\$114.58	\$250,000.00	\$250,000.00
VALLIANCE BANK	CD	11/30/21	11/30/22	0.15%	\$31.25	\$250,000.00	\$250,000.00
FIRST NATIONAL BANK	CD	12/28/21	12/28/22	0.25%	\$52.08	\$250,000.00	\$250,000.00
**Subtotal					\$229.16	\$1,000,000.00	\$1,000,000.00
**U.S. Treasury Securities/Agency Securities							
US T-Note	912796YF0	06/30/22	10/25/22	2.04%		12,500,000.00	\$12,418,932.30
FHLB	313381BR5	12/31/19	12/09/22	1.81%	10,936.82	8,100,000.00	\$8,085,420.00
FFCB	3133EMKU5	01/29/21	12/14/22	0.11%	455.31	5,005,000.00	\$4,953,648.70
FHLMC	3134GXGQ1	01/29/21	12/15/22	0.06%	911.68	8,000,000.00	\$7,924,000.00
FNMA	3135G05T6	11/30/21	08/18/23	0.48%	2,609.17	6,500,000.00	\$6,316,505.00
US T-Note	9128284X5	06/29/21	08/31/23	2.75%	2,072.68	8,500,000.00	\$8,482,065.00
FHLMC	3134GW7K6	04/29/22	11/03/23	2.40%	13,129.62	6,788,000.00	\$6,556,189.80
FHLB	3130A3VC5	12/31/19	12/08/23	1.62%	8,932.98	6,500,000.00	\$6,424,730.00
US T-Note	91282CBN0	06/30/21	12/28/23	0.13%	1,353.82	9,000,000.00	\$8,847,360.00
FFCB	3133ENLF5	01/28/22	01/18/24	1.17%	7,272.49	7,500,000.00	\$7,280,325.00
FMAC	31422XYB2	05/23/22	05/02/24	2.59%	20,104.99	7,528,000.00	\$7,475,153.44
FHLB	3130A8HK2	11/30/21	06/14/24	0.70%	3,748.54	6,240,000.00	\$6,085,435.20
US T-Note	91282CCT6	01/31/22	08/15/24	1.27%	7,729.07	7,500,000.00	\$7,095,600.00
FFCB	3133ENEJ5	06/30/22	11/18/24	3.15%	303.82	12,500,000.00	\$11,879,625.00
FHLB	3130A3GE8	01/28/22	12/13/24	1.41%	3,048.46	2,500,000.00	\$2,482,850.00
**Subtotal					82,609.45	114,661,000.00	\$112,307,839.44
TOTAL					115,011.67	297,907,499.74	\$293,228,724.52

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:

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JUNE, 2022.



CITY OF NORMAN, OK STAFF REPORT

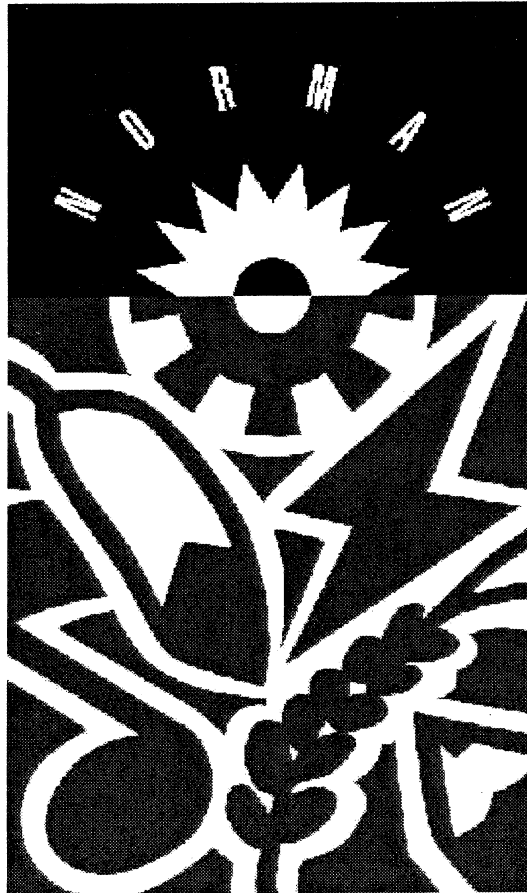
MEETING DATE: 07/26/2022

REQUESTER: Stacey Parker, Executive Assistant

PRESENTER: Darrel Pyle, City Manager

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JUNE, 2022.

City of Norman



Monthly Departmental Report

June 2022

MONTHLY PROGRESS

TABLE OF CONTENTS
MONTHLY PROGRESS REPORTS

City Clerk	1
City Manager	2
NORMAN FORWARD	2A
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 2022

ACTION CENTER				
DEPARTMENT	CALLS	CALLS YTD	ADDITIONAL CONTACTS	ADDITIONAL CONTACTS YTD
Animal Welfare	10	85	1	20
Bus Service	0	3	0	0
CDBG	3	76	2	33
City Clerk	59	834	3	84
City Manager/Mayor	6	66	7	58
City Wide Garage Sale	0	205	0	6
Code Enforcement	118	605	6	54
Finance	7	139	0	5
Fire/Civil Defense	8	24	0	5
Human Resources	5	49	0	1
I.T.	2	84	3	7
Legal	4	64	2	14
Line Maintenance	5	108	0	12
Municipal Court	3	44	0	0
Noise Complaint	0	0	0	0
Norman Forward Questions	0	0	0	0
Parks & Recreation	36	219	3	29
Permits/Inspections	45	470	2	18
Planning	19	168	2	11
Police/Parking	21	227	4	122
Public Works	18	157	2	18
Recycling	0	0	0	0
Sanitation	61	537	2	48
Sidewalks	2	7	0	3
Storm Debris	0	0	0	0
Storm Water	37	146	4	43
Streets	58	307	3	37
Street Lights	0	40	0	2
Traffic	30	221	1	14
Utilities	75	549	8	47
WC Questions	0	0	0	0
WC Violations	0	0	0	0
June Total 687	632	4801	55	636

LICENSES

Twenty-four New licenses and twenty-eight Renewals were issued during the month of June. Following is a list of each license type and the number issued for that specific type:

LICENSE TYPE	NUMBER	FYE	LICENSE TYPE	NUMBER	FYE
	ISSUED	YTD		ISSUED	YTD
Bee Keeper	0	7	Retail Beer	1	81
Brewer	0	6	Retail Spirits Store	0	30
Coin-Operated Devices	0	478	Retail Wine	1	60
Distiller	0	0	Salvage Yard	0	1
Food	22	505	Sidewalk Dining	0	16
Game Machines	1	212	Solicitor/Peddler (30 day)	2	10
Impoundment Yard	0	4	Solicitor/Peddler (60 day)	1	21
Kennel	0	20	Solicitor/Peddler (one day)	0	2
Medical Marijuana Dispensary	3	64	Special Event	1	8
Medical Marijuana Grower	0	74	Strong Beer & Wine/Winemaker	4	27
Medical Marijuana Processor	1	22	Taxi/Motorbus/Limousine	1	15
Medical Marijuana Testing Laboratory	0	0		0	0
Mixed Beverage	0	61	Temp Food (one day)	7	21
Mixed Beverage/Caterer	2	47	Temp Food (30 day)	4	23
Pawnbroker	0	4	Temp Food (180 day)	1	32
Pedicab	0	0	Transient Amusement	0	2
YTD License Total: 1853	29	1504		23	349

NEW ESTABLISHMENT LICENSES		
NAME	ADDRESS	LICENSE TYPE(S)
Beck and Call Transportation	999 outside of City	Taxi cab/Limo/Motorbus
Crumb Cookie Norman	1607 24 th Ave. N.W.	Food Service License
Cupbop Norman	757 Asp Ave.	Food Service License
Mo' Bettahs	2081 24 th Ave. N.W.	Food Service License
Swig	1094 24 th Ave. N.W.	Food Service License
Yellow Dog Coffee Company	222 S. Porter	Food Service License
Norman Arts Council	210 E. Main Street	Special Event
Prime Time Café and Cannabis Co.	1301 24 th Ave. S.W.	Medical Marijuana Dispensary
Roswell Genetics	1067 36 th Ave. N.W.	Medical Marijuana Dispensary

SOLICITOR/PEDDLER LICENSE		
60 DAY	30 DAY	1 DAY
Ardent Pest Control	European Guys Books	
	Sooner Bloomers	

TEMPORARY FOOD PERMITS		
180 DAY	30 DAY	1 DAY
Wabi-Sabi Tea House	Afonso's Smoked BBQ LLC	B's Smokehouse
	Cappuvvino	Afonso's Smoked BBQ LLC
	Popworth's Kettlecorn	Nacho Biznez
	Riko's Taco	On the Hook Fish and Chips
		SnoQuatch Shaved Ice
		SnoQuatch Shaved Ice
		Sunny Days Coffee and Boba

CLAIMS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
06/27/22	OG&E	Alleges that the City of Norman damaged underground cable at 1315 Pebble Pond. The damage discovered on August 30, 2021. Originally filed 10/19/21 with undetermined amount.	\$4,679.52
6/27/22	OG&E	Alleges that City of Norman damaged underground cable at 820 College Ave. Originally filed 11/4/21 with undetermined amount.	\$4,063.18
06/27/22	OG&E	Alleges that City of Norman damaged underground Cable at 2324 Alex Plaza. Originally filed 10/12/21 with undetermined amount.	\$3,259.74
06/30/22	OG&E	Alleges that on 6-9-22 City of Norman was installing a valve and caused damage to OG&E cable in the area of University Blvd. and Symmes Street.	Undetermined
06/30/22	Nathan Cossey	While he was shopping inside of grocery store at 36 th Ave N.W. and Rock Creek Road on 6-16-2022. He Alleges, that a City of Norman employee approached him at his car, who informed him he backed into his vehicle with city truck. They filed a police report (#2022-36707) causing damages to Mr. Cossey car in the amount of \$949.98.	\$949.98

STUDY SESSION

On June 21, 2022, City Council met in Study Session to discuss a resolution to formalize the process to fill vacant Council seats.

SPECIAL SESSION

On June 7, 2022, City Council met in Special Session had the first Reading of Ordinance O-2122-47 and a presentation from Amber Integrated of the water increase election survey results. Discussed recommendation from the Economic Development Advisory Board regarding the disbursement of the American Rescue Plan Act Funding earmarked for economic development and non-profits. Additionally, discussed loan application for funding from the Oklahoma Water Resources Board to purchase Advanced Metering Infrastructure (AMI) meters for a limited pilot program.

SPECIAL SESSION, Continued

On June 14, 2022, City Council met in Special Session to adopt the Norman Convention and Visitors Bureau, Inc., Budget with annual plan of work. Additionally, discussed budget of the FYE 2023 City of Norman proposed Operating and Capital budgets.

On June 14, 2022, City Council met in Special Session and then adjourned into an Executive Session in order to discuss and evaluate the City Manager as required by Section 5 of Contract K-1819-146.

On June 28, 2022, City Council met in Special Session for discussion regarding submitting an application for a Hazard Mitigation Grant to the Federal Emergency Management Agency for Phase I improvements planned to lower Imhoff Creek and the use of American Rescue Plan Act funds for Phase 2 of the project. Additionally, adjourned into an Executive Session to discuss pending litigation associated with City of Norman vs. Ron Ashley Cleveland County District Court case CJ-2021-337 for \$210,000.00.

BUSINESS AND COMMUNITY AFFAIRS COMMITTEE

On June 2, 2022, the Business and Community Affairs Committee met and discussed charging a tax on rental cars.

COMMUNITY PLANNING & TRANSPORTATION COMMITTEE

On June 23, 2022, the Community and Transportation Committee met and discussed updates on the Regional Transit Authority of Central Oklahoma and viewed a presentation by a representative of Embark on their Climb Ride Program. Updated on the Go Transit Study and received the Public Transit report.

OVERSIGHT COMMITTEE

On June 9, 2022, the Oversight Committee met for discussion regarding possible amendments to the Smoking Ordinance, continued discussions regarding the City's boards, commissions and committees. Additionally, discussed historic preservations of buildings and provided staff report on Homeless activity.

CITY MANAGER 2

NORMAN FORWARD 2A



Memorandum

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

From: A.J. Kirkpatrick, ADG

ADG Project Number: 16-003

ADG Project Name: Norman FORWARD

Date: 06.30.2022

Re: June 2022 Monthly Report

REPORT PERIOD: June 1 through June 30, 2022

WORK THIS MONTH

1. Wednesday, June 1, 2022 | 1:00 p.m. | Norman ECC-EOC Facility (968/1.20) - All Console Manufacturers Discussion with City of Norman
 - a. Reviewed console manufacturer presentation and picked top vendors
2. Thursday, June 2, 2022 | 10:30 a.m. | Development Center Texture
 - a. Met to discuss wall texture solution for glue damage
3. Thursday, June 2, 2022 | 2:30 p.m. | Senior Wellness Center Bi-Weekly Programming Meeting
 - a. Discussion of programming issues on the Senior Wellness Center Project
4. Friday, June 3, 2022 | 9:00 a.m. | Reaves Park OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
5. Friday, June 3, 2022 | 9:00 a.m. | NMC City - Final Punch
 - a. Final punch walk for building 201
6. Friday, June 3, 2022 | 2:00 p.m. | North Base MAU Issue
 - a. Site meeting to review and observe MAU issues
7. Monday, June 6, 2022 | 10:30 a.m. | Weekly N.F. Staff-ADG Coordination Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
8. Monday, June 6, 2022 | 4:00 p.m. | Senior Center Exercise Equipment
 - a. Presentation from Commercial Fitness regarding options for equipment and layout
9. Wednesday, June 8, 2022 | 10:00 a.m. | Norman Development Center – OAC Meeting
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
10. Thursday, June 9, 2020 | 9:00 a.m. | Griffin Park Phase 5 & Phase 6 OAC
 - a. Discussion of project schedule, budgets, and critical issues
11. Thursday, June 9, 2022 | 1:00 p.m. | YFAC - OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
12. Monday, June 13, 2022 | 10:30 a.m. | Weekly N.F. Staff-ADG Coordination Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
13. Monday, June 13, 2022 | 2:00 p.m. | Discussion re: FSB Notice of Defect
 - a. Meeting to discuss FSB response to letter
14. Monday, June 13, 2022 | 2:30 p.m. | Cleaning Bay Discussion
 - a. Meeting with CON staff to discuss path forward for Cleaning Bay
15. Tuesday, June 14, 2022 | 10:00 a.m. | FSB/ADG YFAC Coordination

Memorandum

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

Re: June 2022 Monthly Report

06.30.2022

Page 2 of 5

ADG Project No. 16-003

- a. Meeting with FSB to facilitate coordination of contract documents
- 16. Tuesday, June 14, 2022 | 2:00 p.m. | Norman ECOC Bi-weekly Programming Meeting
 - a. Discussion of programming issues on the ECOC
- 17. Wednesday, June 15, 2022 | 8:00 a.m. | Norman ECC-EOC Facility - Xybix Console Layout Meeting
 - a. Console presentation and proposal review
- 18. Wednesday, June 15, 2022 | 9:00 a.m. | YFAC Plan Review
 - a. Discussion of outstanding comments on YFAC Public Improvement drawings with City review staff
- 19. Wednesday, June 15, 2022 | 1:00 p.m. | Norman ECC-EOC Facility - Russ Bassett Consoles Layout Meeting
 - a. Console presentation and proposal review
- 20. Wednesday, June 15, 2022 | 3:00 p.m. | Norman ECC-EOC Facility - Bramic Consoles Layout Meeting
 - a. Console presentation and proposal review
- 21. Thursday, June 16, 2022 | 1:00 p.m. | Norman ECC-EOC Facility - Watson Consoles Layout Meeting
 - a. Console presentation and proposal review
- 22. Thursday, June 16, 2022 | 2:00 p.m. | Norman Senior Center OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
- 23. Thursday, June 16, 2022 | 4:00 p.m. | North Base Cleaning Bay Discussion
 - a. Meeting with CON and AE team to discuss Cleaning Bay solutions
- 24. Friday, June 17, 2022 | 9:30 a.m. | Reaves Park OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
- 25. Friday, June 17, 2022 | 10:00 a.m. | ECOC Furniture Review
 - a. Reviewed preliminary floor plan of proposed layouts
- 26. Monday, June 20, 2022 | 10:00 a.m. | YFAC Art Selection
 - a. Presentations from three finalists and committee deliberations
- 27. Tuesday, June 21, 2022 | 10:00 a.m. | FSB/ADG YFAC Coordination
 - a. Meeting with FSB to facilitate coordination of contract documents
- 28. Tuesday, June 21, 2022 | 10:00 a.m. | Development Center - OSWALT items
 - a. Reviewed appliance submittal for approval and ordering
- 29. Tuesday, June 21, 2022 | 2:00 p.m. | Norman ECOC Bi-weekly Programming Meeting
 - a. Discussion of programming issues on the ECOC
- 30. Tuesday, June 21, 2022 | 4:00 p.m. | FSB/ADG/GEJ - RFC/Submittal Review
 - a. Coordination meeting between GE Johnson and FSB regarding tracking of RFCs and Submittals
- 31. Wednesday, June 22, 2022 | 10:00 a.m. | Norman Development Center – OAC Meeting
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
- 32. Wednesday, June 22, 2022 | 3:00 p.m. | Senior Wellness Center Site Plan
 - a. Meeting with Terry Haynes at SMC regarding coordination issues with adjacent property under development
- 33. Thursday, June 23, 2022 | 9:00 a.m. | City Hall Furniture Package Review
 - a. Reviewed and confirm furniture selections for ordering
- 34. Thursday, June 23, 2022 | 9:00 a.m. | Griffin Park Phase 5 & Phase 6 OAC
 - a. Discussion of project schedule, budgets, and critical issues
- 35. Thursday, June 23, 2022 | 10:00 a.m. | Griffin Park Phase 6 Prebid Meeting
 - a. Prebid opportunity for potential bidders on Phase 6
- 36. Thursday, June 23, 2022 | 1:00 p.m. | YFAC - OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
- 37. Monday, June 27, 2022 | 10:30 a.m. | Weekly N.F. Staff-ADG Coordination Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
- 38. Monday, June 27, 2022 | 1:30 p.m. | FSB – Letter of corrective action
 - a. Meeting with City of Norman and FSB to discuss their corrective action plan
- 39. Tuesday, June 28, 2022 | 10:00 a.m. | YFAC - ADG/FSB Coordination
 - a. Meeting with FSB to facilitate coordination of contract documents
- 40. Tuesday, June 28, 2022 | 1:00 p.m. | Norman EOC: Ceiling, Tile, Flooring VE Meeting

Memorandum

06.30.2022

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

Page 3 of 5

Re: June 2022 Monthly Report

ADG Project No. 16-003

- a. Reviewed proposed interior finishes for VE effort
- 41. Tuesday, June 28, 2022 | 4:00 p.m. | Norman Forward Indoor Aquatic & Multi Sport Facility Ad Hoc Meeting
 - a. Presentation on project progress and budget to community Ad Hoc committee
- 42. Tuesday, June 28, 2022 | 6:30 p.m. | City Council meeting
 - a. GMP items for YFAC and Senior Center projects
- 43. Wednesday, June 29, 2022 | 11:30 a.m. | Norman Senior Center
 - a. Discussion with City of Norman review staff regarding Public Improvement plan revisions
- 44. Thursday, June 30, 2022 | 8:00 a.m. | ECOC: AV Review and Approval
 - a. Confirmed AV designs and plans
- 45. Thursday, June 30, 2022 | 8:30 a.m. | ECOC: UPS / Generator Coordination
 - a. Discussed UPS and Generator requirements
- 46. Thursday, June 30, 2022 | 1:00 p.m. | Norman YFAC Programming Meeting
 - a. Discussion of outstanding design decisions and page turn with new Executive Director of Santa Fe
- 47. Thursday, June 30, 2022 | 2:00 p.m. | Griffin Park Phase 6 Bid Opening
 - a. Opening of bids for Griffin Park Phase 6
- 48. Thursday, June 30, 2022 | 2:30 p.m. | Norman Senior Center - Progress Meeting
 - a. Discussion of project schedule, budgets, and critical issues
- 49. Thursday, June 30, 2022 | 3:30 p.m. | Senior Center – Revisions to Public Improvement Drawings
 - a. Meeting to communicate new changes to public improvement plans to FSB

Construction Observation Site Visits:

- a. Griffin, Phase 5: 8
- b. Municipal Complex, City Hall: 8
- c. Municipal Complex, Development Center: 4
- d. North Base: 6
- e. Young Family Athletic Center: 8
- f. Reaves Park: 7
- g. Senior Center: 5

WORK ANTICIPATED THE UPCOMING MONTH (July 2022)

- Emergency Communications and Operations Center
 - Design development completion, value engineering in progress, updated construction budget
 - Recurring bi-weekly programming meetings
- Griffin Park
 - Phase 5: Construction underway
 - Phase 6: Construction underway
- Reaves Park
 - Construction in progress
- North Base Complex
 - Final reports for Davis Bacon compliance and deliverables
 - Finalizing amended punch list effort: MAU and Cleaning Bay resolution
 - Completion of outstanding work due to delays
- Young Family Athletic Center / Indoor Aquatic and Multi-Sport Facility
 - Recurring bi-weekly OAC meetings and programming meetings
 - Beginning of vertical construction
- Senior Wellness Center
 - Construction underway
 - Recurring OAC meetings
 - Awaiting GMP #6 as final package

Memorandum

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

06.30.2022

Page 4 of 5

ADG Project No. 16-003

- Municipal Complex
 - Development Center: Construction underway
 - Municipal Courts: CD's underway, beginning to reengage as Development Center remobilizes
 - Building C: Design development underway
 - FF&E selection, and layout underway
- Continued Development of Standardized Contracts for Use with Architectural, Design, and Construction Consultants

PROJECT STATUS

- Norman ECOC
 - a. Schedule: Design development underway
 - b. Budget: Alignment in progress
 - c. Issues: No known issues
- Griffin Park
 - a. Schedule: Phase V in construction, Phase VI in construction
 - b. Budget: In Budget
 - a. Issues: No known issues
- Reaves Park
 - a. Schedule: Construction ongoing
 - b. Budget: In Budget
 - c. Issues: No known issues
- Young Family Athletic Center / Indoor Aquatic and Multi-Sport Facility
 - a. Schedule: Construction ongoing
 - b. Budget: Alignment in progress
 - c. Issues: Kingspan connections being studied
- Senior Wellness Center
 - a. Schedule: GMP #6 still forthcoming
 - b. Budget: In Budget
 - c. Issues: Finalize permitting and public improvement drawings; Coordination with Oceans development
- North Base
 - a. Schedule: Punch list completion, TCO in place
 - b. Budget: In Budget
 - c. Issues: Punch list completion; Cleaning bay floor
- Ruby Grant
 - a. In operation: Final acceptance by City Council on January 18, 2022
 - b. Budget: In budget
- Westwood Indoor Tennis Facility
 - a. In operation: Opening Celebration on May 24, 2019
 - b. Budget: Within budget
 - c. Issues: Court paint warranty extended another 12 months from September 22, 2022
- East Library
 - a. In operation: Opening Celebration on July 20, 2018
 - b. Budget: Within budget
- Central Library
 - a. In operation: Opening Celebration on November 4, 2019
 - b. Budget: Within budget
- Westwood Family Aquatic Center
 - a. In operation: Opening Celebration on May 26, 2018
 - b. Budget: Final Pay App approved on July 24, 2018

Memorandum

06.30.2022

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

Page 5 of 5

Re: June 2022 Monthly Report

ADG Project No. 16-003

- Norman Forward Program Management
 - a. Schedule: Proceeding per Implementation Plan
 - b. Budget: Proceeding per Implementation Plan
 - c. Implementation Plan: Revised/Updated March 2022
 - d. Issues: None

SUBMITTED BY: ADG – A.J. Kirkpatrick

FINANCE 3

CITY OF NORMAN

Department of Finance Monthly Report – June 2022

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

Treasury Division:

In the month of June, the Treasury Division processed 40,897 payments in person and over the phone, an increase of 4.6% from last month. Paymentus (the City's 3rd party processor of online and automated telephone payments) processed 10,840 payments in June, an increase of 3.5% from last month.

Utility Services Division:

The Meter Reading Division read 42,095 meters. Out of 77 meter reading routes, 44 (57.2%) were read within the targeted 30-day reading cycle. 58 routes (75.4%) were read by the 32nd day, and all routes were read by the 35th day. Twenty-two routes were estimated in June.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are above target for the month of June by 7.3%. Revenues from the City's largest single source of revenue, sales tax, are above target by 19.1% for the year to date and 20.1% above last fiscal year. Following is a summary table regarding General Fund revenues and expenditures to-date.

	FYE 22 Budget To Date	FYE 22 Actual To Date	FYE 21 Actual To Date	FYE 20 Actual To Date
Sales Tax Revenue	\$46,157,708	\$54,948,122	\$45,774,737	\$41,203,674
General Fund Revenue	\$88,844,544	\$95,327,743	\$92,846,277	\$81,838,543
General Fund Expenses	\$99,175,495	\$90,984,068	\$93,381,751	\$83,935,722

Administration Division

	FYE 22		FYE 21	
	June	YTD	June	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	4,160.00	320.00	4,320.00
Total Comp Time Available	9.25	108.75	5.50	38.75
Total Overtime Hours	0.00	0.50	0.00	7.75
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	 329.25	 4,269.25	 325.50	 4,366.50
Benefit Hours Taken	80.00	680.75	64.00	794.00
 TOTAL ACCOUNTABLE STAFF HOURS	 249.25	 3,588.50	 261.50	 3,572.50
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 0.00	 0.00	 0.00	 0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
 TOTAL ACCOUNTABLE STAFF HOURS	 0.00	 0.00	 0.00	 0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 0.00	 0.00	 0.00	 0.00

ACCOUNTING 3A

Accounting Division

	FYE 22		FYE 21	
	June	YTD	June	YTD
Total Regular Hours Available	1,120.00	13,752.00	960.00	12,960.00
Total Comp Time Available	1.25	34.75	2.25	51.00
Total Overtime Hours	1.25	153.75	27.00	308.50
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 1,122.50	 13,940.50	 989.25	 13,319.50
Benefit Hours Taken	237.25	2,251.00	203.25	2,032.25
 TOTAL ACCOUNTABLE STAFF HOURS	 885.25	 11,689.50	 786.00	 11,287.25
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 0.00	 0.00	 0.00	 0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
 TOTAL ACCOUNTABLE STAFF HOURS	 0.00	 0.00	 0.00	 0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 0.00	 0.00	 0.00	 0.00

CITY REVENUE REPORTS

3B

City Revenue Report

	FYE 22 May	FYE 22 June	
Total Revenue Received (\$)	\$4,317,464	\$5,009,444	(\$691,980)
Utility Payments - Office (#)	39,091	40,897	(1,806)
Utility Payments - Office (\$)	\$3,784,597	\$4,158,867	(\$374,270)
Lockbox (#)	13,560	12,323	1,237
Lockbox (\$)	\$1,183,160	\$1,171,923	\$11,237
IVR Credit Card (#)	0	0	0
IVR Credit Card (\$)	\$0	\$0	\$0
Click to Gov (#)	0	0	0
Click to Gov (\$)	\$0	\$0	\$0
Paymentus (#)	\$10,472	\$10,840	(\$368)
Paymentus (\$)	\$2,246,220	\$1,454,609	\$791,611
UT Credit Card Payments (#)	0	0	0
UT Credit Card Payments (\$)	\$0	\$0	\$0
Art Donations (#)	0	0	0
Art Donations (\$)	\$0	\$0	\$0
Bank Draft Payments (#)	13,661	15,276	(1,615)
Bank Draft Payments (\$)	\$1,205,683	\$1,440,248	(234,565)
Utility Deposits (#)	0	0	0
Utility Deposits (\$)	\$0	\$0	\$0
Fix Payments (#)	0	0	0
Fix Payments (\$)	\$0	\$0	\$0
Processed Return Checks (#)	79	113	(34)
Processed Return Checks (\$)	(\$6,258)	(\$10,080)	\$3,822
Other Revenue Transactions (#)	0	0	0
Other Revenue Received (\$)	\$0	\$0	\$0
Accounts Receivable Payments (\$)	\$227,314	\$366,104	(\$138,790)
Accounts Receivable - Credit Card #	0	0	0
Accounts Receivable - Credit Card \$	\$0	\$0	\$0
Municipal Court - Fines/Bonds (\$)	\$116,513	\$107,085	\$9,428
Municipal Court - Credit Card (#)	336	261	75
Municipal Court - Credit Card (\$)	\$59,318	\$56,188	\$3,130
Municipal Court - C2G (#)	0	0	0
Municipal Court - C2G (\$)	\$0	\$0	\$0
Building Permits Cash Report (\$)	\$302,019	\$263,348	\$38,671
Building Permits Credit Card (#)	317	353	(36)
Building Permits Credit Card (\$)	\$135,934	\$136,160	(\$226)
Building Permits C2G (#)	0	0	0
Building Permits C2G (\$)	\$0	\$0	\$0
Occupational License - Bldg Insp. (\$)	\$8,125	\$6,613	\$1,512
Occupational License - Bldg Insp. CC (#)	37	24	13
Occupational License - Bldg Insp. CC (\$)	\$6,125	\$5,288	\$837
Business License - City Clerk (\$)	\$23,391	\$11,900	\$11,491
Business License - City Clerk CR CD (#)	0	0	0
Business License - City Clerk CR CD (\$)	\$0	\$0	\$0
Convenience Fees - All Payments (#)	0	0	0
Convenience Fees - All Payments (\$)	\$0	\$0	\$0
Bank Drafts Billed (#)	0	0	0
Bank Drafts Billed (\$)	\$0	\$0	\$0
Interdepartmental Billing (#)	0	0	0
Interdepartmental Billing (\$)	\$0	\$0	\$0
Accounts Receivable Billed (\$)	\$467,435	\$1,036,611	(\$569,176)

Budget Services Division

	FYE 22		FYE 21	
	June	YTD	June	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	4,159.50	320.00	4,320.00
Total Comp Time Available	3.25	19.50	19.75	41.75
Total Overtime Hours	0.00	1.00	0.00	1.00
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	 323.25	 4,180.00	 339.75	 4,362.75
Benefit Hours Taken	28.00	578.25	53.00	594.00
 TOTAL ACCOUNTABLE STAFF HOURS	 295.25	 3,601.75	 286.75	 3,768.75
 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

Treasury Division

	FYE 22		FYE 21	
	June	YTD	June	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	800.00	9,968.25	800.00	10,800.00
Total Comp Time Available	7.75	104.75	8.50	198.25
Total Overtime Hours	39.25	506.00	49.50	416.25
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 847.00	 10,579.00	 858.00	 11,414.50
Benefit Hours Taken	131.25	1,561.50	206.00	2,152.00
 TOTAL ACCOUNTABLE STAFF HOURS	 715.75	 9,017.50	 652.00	 9,262.50
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 0.00	 0.00	 0.00	 0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
 TOTAL ACCOUNTABLE STAFF HOURS	 0.00	 0.00	 0.00	 0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 0.00	 0.00	 0.00	 0.00

UTILITY 3C

Utility Division

	FYE 22		FYE 21	
	June	YTD	June	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	2,552.00	32,406.90	2,312.00	35,423.00
Total Comp Time Available	7.25	273.50	11.25	345.00
Total Overtime Hours	169.75	1,524.50	148.75	2,621.25
Total Bonus Hours	0.00	1,106.65	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 2,729.00	 35,311.55	 2,472.00	 38,389.25
Benefit Hours Taken	267.75	4,574.75	545.25	6,274.50
 TOTAL ACCOUNTABLE STAFF HOURS	 2,461.25	 30,736.80	 1,926.75	 32,114.75
 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

Office Services

	FYE 22		FYE 21	
	June	YTD	June	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	4,157.75	320.00	3,904.00
Total Comp Time Available	2.25	2.25	0.00	3.25
Total Overtime Hours	27.00	389.50	35.25	442.25
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
 TOTAL HOURS AVAILABLE	 349.25	 4,549.50	 355.25	 4,349.50
Benefit Hours Taken	48.00	621.00	40.00	534.50
 TOTAL ACCOUNTABLE STAFF HOURS	 301.25	 3,928.50	 315.25	 3,815.00
 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 22 June	FYE 22 May
Mail Payments - Lockbox	14,639	14,014
Mail Payments - Office	41	42
Mail Payments - Subtotal	14,680	14,056
Night Deposit	113	118
Click-to-Gov Payments	0	0
Paymentus Payments	12,323	13,560
IVR Payments	0	0
Without assistance payments - Subtotal	12,436	13,678
Drive-up window & inside counter	2,261	2,105
Credit Card machine payments (swipe)	0	0
Credit Card machine payments (phone)	0	0
With assistance payments - Subtotal	2,261	2,105
Total Payments Processed - Subtotal	29,377	29,839
Bank Draft (ACH) Payments	11,477	10,119
Total Payments (Utility)	40,854	39,958
Total Convenience Fees - all Payments	0	0
Grand Total Payments	40,854	39,958

Traffic Counter at Drive-up Facility

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

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

Meter Reading Division

	FYE 22		FYE 21	
	June	YTD	June	YTD
Number of Meters Read	37,234	462,450	38,251	417,135
New Service	1,085	8,864	1,067	8,553
Request for Termination	1,197	9,076	1,137	8,620
Delinquent On(s)	245	2,555	176	2,761
Delinquent Offs	295	2,737	158	3,115
Collect Deposit Tags Hung	0	0	0	60
Collect Deposit Cut Offs	0	0	0	12
Blue Tags	0	0	0	126
Number of Meters Re-read	1,991	16,314	742	7,985
Meters Cleaned	0	138	38	355
Customer Assists	0	0	0	277
Meters Pulled	0	12	0	2
Meters Re-set	0	0	0	0
Meter Exchanges	48	492	33	690
TOTAL	42,095	502,638	41,602	449,691

Utility Division Activity Report

	FYE 22		FYE 21	
	June	YTD	June	YTD
STATUS REPORT				
Regular Utility Accounts Billed	43,873	529,036	41,905	523,695
New Ons	1,142	9,146	990	9,918
Final Accounts Billed	1,298	8,233	929	8,041
TOTAL ACCOUNTS BILLED	46,313	546,415	43,824	541,654

FIRE DEPARTMENT 4



NFD Monthly Progress Report

June 2022

Incident Response Type Summary

Incident Type	Total	% of Total
1 - Fire	21	1.34%
2 - Overpressure Rupture, explosion, Overheat - No Fire	0	0.00%
3 - Rescue & emergency	933	59.46%
4 - Hazardous Conditions (No Fire)	36	2.29%
5 - Service Call	122	7.78%
6 - Good Intent Call	355	22.63%
7 - False Alarm & False Call	78	4.97%
8 - Severe Weather & Natural Disaster	2	0.13%
9 - Special Incident Type	0	0.00%
Incomplete Reports	22	1.40%
Total Incident Count (Unique Calls)	1569	100.00%
Number of Total Unit Responses	1907	

Total Fire Loss \$636,501.00

	Number of First-In Calls	Average Time/Seconds	Average Time/Minutes
Station #1	318	289	0:04:49
Station #2	198	313	0:05:13
Station #3	255	359	0:05:59
Station #4	214	328	0:05:28
Station #5	60	569	0:09:29
Station #6	65	499	0:08:19
Station #7	172	344	0:05:44
Station #8	98	322	0:05:22
Station #9	187	362	0:06:02

Community Outreach

Tours and Special Events	18	Safety Town, Holiday Fireworks Support, Tours, Neighborhood Night Out
--------------------------	----	---

Burn Permits

Burn Permits Issued	236	Conditions were favorable for burning 16 days in May
---------------------	-----	--

Training

Total Personnel Training Hours	2783	Mgmt/Supvsr, Hazmat, Wildland, Special Healthcare, etc.
--------------------------------	------	---

NFD Monthly Progress Report

June 2022

Total Calls By Unit

	Total Number of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
NFD3	5	2				1				2
Chief 301	11	2		2				5	2	
Chief 302	10	4	1					2	2	1
Chief 303	13	3	1	1	2		1	3	1	1
Chief 304	5			3				2		
Chief 401	13	1		6		2	2			2
Chief 402	8	2				1	1	4		
Chief 403	10		1	4		1		3		1
Chief 404	1									1
Engine 1	347	316		11			1	12		7
Brush 1	6	4					1	1		
Ladder 1	14	5	1	4				2		2
Engine 2	215	4	196	3	6			4	2	
Brush 2	2		1		1					
Ladder 2	16	3	4	4	1			2		2
Engine 3	266	2	2	253		1	2	3		3
Brush 3	2			1			1			
Engine 4	220	1	4	1	208			2	3	1
Brush 4	3				2				1	
Tanker 4	1					1				
Engine 5	21			1		19	1			
Brush 5	62			1		60	1			
Engine 6	24			3		4	17			
Brush 6	72	1		2		4	65			
Rescue Boat 6	1						1			
Rescue 7	1							1		
Squad 7	205	10	3	8	2			173	6	3
Brush 7	5	1						3	1	
Engine 8	110	2			3			8	97	
Brush 8	3							1	2	
Tanker 8	1					1				
Engine 9	212	9		11		1	2	4		185
Brush 9	1						1			
Tanker 9	4					1	3			
EMS1	3			1		1	1			
Fire Marshal 1	6	1		3			1			1
Fire Marshal 2	3	1						1	1	
Fire Marshal 4	3	2			1					
Fire Marshal 5	2	2								
	1907	378	214	323	226	98	102	236	118	212


EMERGENCY MANAGEMENT DIVISION ACTIVITIES

Emergency Management Division

Comments: June 2022

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

Each Saturday 12:00 Outdoor Warning audible test. This test is supported by the Amateur radio club to assist in identifying and verifying units needing maintenance. Residents can assist by “Adopting a Pole” and reporting the siren status they adopt at the website www.w5nor.org	Audible test of the outdoor warning system is conducted for 60 seconds. Three units are sounded for 20 seconds due to being a public park venue.
Second Thursday of each month is the Norman Emergency Response Team Volunteers and the Medical Reserve CORPS members to meet, network and discuss preparedness support and collaboration with the Cleveland County Health Department on use of the Medical Reserve Corps	The Volunteer meeting at 6:30 pm. At 6 pm we meet for social time before the meeting. Usually we have snacks and drinks. This networking allows for camaraderie and building relationships during different organizations. City staff is always welcome.
Each Third Thursday of the month is reserved for Division Staff duties and collaboration with the Disaster Assistance Teams (DAT) of the American Red Cross	Meetings are conducted at the Fire Training Center and usually held on an as needed basis.
Local Emergency Preparedness Committee	Meets quarterly (normally at the Norman Regional hospital on Porter) under the management of the Cleveland County Emergency Management office. The public is welcome to address any concerns regarding emergency planning or SARA Title III information
Other Emergency Management Activities	
Local Response	
Red Cross Coordination for burn outs.	With the robust reorganization in the Red Cross and the turmoil of having an in home fire, the volunteers or I, when called, will respond to the scene, (physically or by phone and assist the family in coordination with the Red Cross to provide immediate assistance.
EM worked one request for help with a family to obtain Red Cross assistance	Mobile Home complete burn out 2 adults, 3 children
Youth Camp	
Planning of the 2022 Youth Preparedness Camp to be held at Northeastern University in Tahlequah, OK is underway. Dates are July 16-22, 2022. In January 2022, active recruitment	In 2022, the second youth preparedness camp will be held in July 2022. It is an exciting time and very happy to get back to the business of training and

has resulted in having a full class of 40 students.	preparedness. This program will train students in two primary areas. 1: The Citizens Emergency Response Training program and 2: A course of Community Preparedness Training. Students and staff were housed in the dorms and logistic support was provided by NSU emergency Management. The course is very robust and kept the students and staff highly engaged in training and learning hands on skills critical in disaster operations. The 2019 camp was nationally recognized by Bill Bischof, FEMA Region 6, National Preparedness Division
	https://community.fema.gov/story/Summer-Camp-Is-Turn-Teens-into-Preparedness-Leaders-14446502F Camp Poster Rough Draft Edit (DW).doc
The Norman Art Walk conducted each second Friday has volunteer representatives to support any request for cooling or outreach.	
Norman EM coordinates the activities of the Cleveland County Medical Reserve CORPS Unit 0333 in collaboration with the Cleveland County Health Department.	Operational Readiness Grants were made available by the Asst. Secretary of Preparedness and Readiness through the National Associates of City and County Health Officials to enhance the capability of the MRC Units. In 2022 the "RISE"

	grant (Respond, Innovate, Sustain and Equip) was awarded to the unit to address systemic issues from the 2019 COVID Response. Some of these items were the purchase of equipment needed, to sustain the innovative project of combining social work with mental health through Envision Success for Veterans, purchase updated medical training devices and send leaders to continuing education conferences.
The disaster debris management plan update has initiated and the first review was completed for the first draft	Having this plan is instrumental in the City address debris management post a severe weather event.
Community –University Disaster Preparedness Project with OU	A research project with a student group regarding preparedness was conducted. A group consensus indicates a desire for more research in ways to present a preparedness message to the public.
The Storm-water Division has started a process to install a new early warning for the flood plain	Once determined and installed this system will provide early warning for the jurisdiction and allow for public safety to provide more efficient response during severe weather
The Medical Reserve CORPS volunteers provide a first aid station for Sooner CON	This station was staffed by members of District 10, Norman-Cleveland County MRC. The station responded to minor issues such as cuts and blisters to major issues of fallen adults with head trauma, an individual with a major eye issue causing blindness and the unit coordinated medical transport for as well as monitoring one of the SoonerCon staff for a blood clot in a leg that was swelling
GRANTS STATUS	
National Association of City/County Health Officials	
2020 Operational Readiness Award	GF0024 completed with less than \$50
2021 Operational Readiness Award	GF0025 \$10,000 roughly 55% completed
2022 Operational Readiness Award	GF0026 \$1686 remaining
RESPOND, INNOVATE, SUSTAIN, EQUIP Award	GF0027, Council Approved, \$75,000, grant to be implemented June 1, 2022.

Disaster Reimbursement Status	
FEMA has instituted a new process for reimbursement claims. As with any new process there are many issues to be worked through	It is vital for Volunteers to ensure their time has been recorded. Volunteer hours are dollars for a jurisdiction. The hours go to meeting cost share and having a value added impact for the local jurisdictions.
Disaster DR-4222 2015	Federal portion paid, State portion of \$91,808.32 is pending
Disaster Dr-4575 October 2021	The federal government has changed the reimbursement reported in the April report from 90% to 100%. This supplement will be processed automatically and provided to the City at a future date.
Mitigation Grant Status	
Norman Safe Room grant program	All supplemental checks mailed with one exception. Efforts to locate the party has not been successful at this time.
Severe Weather Issues	
National Weather Service Storm Spotter Training	NWS Norman Spotter Schedule (weather.gov)

HUMAN RESOURCES 5

HUMAN RESOURCES
Monthly Report
June 2022

Item 3.

ADMINISTRATION

Administrative Support

- Processed Monthly Department Report
- Processed invoices and reconciled expense accounts
- Labor Relations:
 - Coordinated and attended two (2) FOP negotiation sessions
 - Coordinated and attended one (1) IAFF negotiation session
 - Coordinated and attended one (1) AFSCME negotiation session
- Assisted with entering personnel actions to update employee's master records

BENEFITS

- Conducted nine (9) new hire orientations
- Processed enrollment forms, terminations, and changes to health, life, and supplemental products for general health/dental changes
- Reconciled health, dental, and supplemental products
- Continued education of plan documents
- Fielded phone calls to discuss benefits, claims and wellness screenings

PERSONNEL ACTIONS

New Hires – 6

Dept./Div.	Position	Number of Employees
Parks/Westwood Pool	Pool Personnel (PT)	4
Police/Animal Welfare	Animal Welfare Technician	1
Public Works/Engineering	Utility Coordinator	1

Separations – 9

Dept./Div.	Position	Number of Employees
Parks/Westwood Pool	Pool Personnel (PT)	1
Parks/Golf	Golf Personnel (PT)	1
Police/Patrol	Police Officer	1
Police/Staff Services	Police Records Clerk	1
Police/Staff Services	Public Information Officer	1
Public Works/Fleet	Mechanic II	1
Public Works/Traffic	Traffic Signal Technician	1
Utilities/Sanitation	Sanitation Worker I	1
Utilities/WLM	Utility Distribution Worker I	1

Promotions – 3

Dept./Div.	Position	Number of Employees
Parks/Park Maint.	Maintenance Worker II	1
Parks/Westwood Pool	Swim Instructor	1
Fire/Admin	Planning Officer	1

SURVEYS

- No surveys conducted this month.

RECRUITMENT

Accepted applications for the following positions:

Department/Division	Position
Finance/Revenue/Meter Services	Meter Reader
Human Resources	Benefits Specialist
Municipal Court	Municipal Court Officer
Parks & Recreation/Facility Maintenance	Custodian (PPT)
Parks & Recreation/Park Maintenance	Maintenance Worker I
Parks & Recreation/Park Maintenance	Temporary Laborer (PT)
Parks & Recreation/Recreation	Food & Beverage Tech I (PT)
Parks & Recreation/Recreation-12 th Ave	Recreation Center Specialist (PT)
Parks & Recreation/Recreation-Irving	Recreation Center Specialist (PT)
Parks & Recreation/Recreation-Little Axe	Recreation Center Specialist (PT)
Parks & Recreation/Recreation-Whittier	Recreation Center Specialist (PT)
Parks & Recreation/Westwood Family Aquatic Center	Admissions Clerk I (PT)
Parks & Recreation/Westwood Family Aquatic Center	Admissions Clerk II (PT)
Parks & Recreation/Westwood Family Aquatic Center	Assistant Aquatic Manager (PT)
Parks & Recreation/Westwood Family Aquatic Center	Aquatic Facility Maintenance I (PT)
Parks & Recreation/Westwood Family Aquatic Center	Aquatic Facility Maintenance II (PT)
Parks & Recreation/Westwood Family Aquatic Center	Aquatic Manager (PT)
Parks & Recreation/Westwood Family Aquatic Center	Concession Cashier I (PT)
Parks & Recreation/Westwood Family Aquatic Center	Concession Cashier II (PT)
Parks & Recreation/Westwood Family Aquatic Center	Concession Manager (PT)
Parks & Recreation/Westwood Family Aquatic Center	Head Lifeguard (PT)
Parks & Recreation/Westwood Family Aquatic Center	Lifeguard (PT)
Parks & Recreation/Westwood Family Aquatic Center	Office Manager (PT)
Parks & Recreation/Westwood Family Aquatic Center	Slide And Gate Attendant (PT)
Parks & Recreation/Westwood Family Aquatic Center	Swim Instructor (PT)
Parks & Recreation/Westwood Golf Center	Golf Course Attendant (PT)
Planning/Code Compliance	Code Compliance Inspector
Police/Administration	Police Public Information Officer
Police/Animal Welfare	Animal Welfare Technician
Police Department	Police Officer
Police/Emergency Communications Bureau	Communications Officer I
Police/Emergency Communications Bureau	Communications Officer II
Police/Staff Services	Parking Service Officer (PPT)
Police/Staff Services	Police Records Clerk
Public Works/Engineering	Utility Coordinator
Public Works/Fleet	EVT Mechanic II
Public Works/Fleet	Mechanic I
Public Works/Fleet	Mechanic II – Light Duty
Public Works/Planning Services	Administrative Technician III
Public Works/Stormwater	Maintenance Worker II
Public Works/Streets	Maintenance Worker I

Public Works/Traffic	Maintenance Worker II
Public Works/Traffic	Traffic Signal Technician
Utilities/Sanitation	Sanitation Worker I
Utilities/Water Line Maintenance	Utility Distribution Worker I
Utilities/Water Reclamation Facility	Plant Operator D
Utilities/Water Reclamation Facility	Temporary Laborer (PT)
Utilities/Water Treatment Plant	Plant O & M Technician
Utilities/Water Treatment Plant	Temporary Laborer (PT)

Recruitment & Hiring Statistics:

Contacts/Inquiries		Selection Process Elements	
In Person	405	Written Exams	0
Phone	495	Practical Testing/Assessment Ctr	1
Mail	315	Panel Board Interviews	10
Email	320	Promotions	2
Total Subscribers on E-mail Vacancy List	1449	Oral Interviews	5
Total Page Views for HR Website	6,171	Hiring/Promotion Board	2

Hiring Statistics		Recruitment Statistics	
Pre-Employment Background Investigations	54	Advertisements Placed	23
Pre-Employment Drug Screens	29	Applications Received	598
Pre-Employment Physicals	24	Job Announcements Emailed	75
Pre-Employment OSBI	27	Job Announcements to CON Depts.	405

TRAINING AND DEVELOPMENT

Conducted training for nine (9) new employees on the topics of Understanding, Responding to and Preventing Workplace Harassment, ADA, Workplace Violence, City of Norman Code of Ethics and Code of Conduct, Customer Service Give em the Pickle, Computer Networks and Communications Policy, and Social Media Policy.

Provided Commercial Driver License B (CDLB) Behind the Wheel training instruction and license testing conducted through the Moore Norman Technology Center, CDL Entry-Level Driver Training program for three employees in Public Works Fleet, Streets, and Stormwater Quality & Maintenance Divisions. Topics included Vehicle Inspection, Backing, Parking, Controls, Shifting/Transmission, Communications/Signaling, Visual, Speed and Space Management, Safe Driving, and Hazards taught and practiced in public road driving exercises.

Participated in ADA combined Citizen Advisory Committee and City Staff Liaison Committee joint meeting to conduct introductions and discuss future projects and current needs and challenges.

The Computer Training Lab was the site for City View software training for Planning and Community Development staff and IT ERP weekly meetings.

SAFETY

- Safety material documents were sent to divisions each week
- Certified ten (10) employees in Adult First Aid/CPR/AED
- Conducted one (1) Return to Work Meetings (Park Maintenance)
- Conducted five (5) new employee orientations
- Certified thirty-seven (37) employees in Adult First Aid/CPR/AED

Recordable Injuries – 4

Dept./Division	Nature of the Injury	Activity	Prognosis
Police/ Dispatch	Right middle finger strain	Progressive decline in mobility	tbd
Police/ Patrol	Contusions to left knee, foot, & forearm areas	Involved in vehicle accident	Work restrictions
Public Works/ Traffic	Right calf strain	Stepped in hole & felt strain in right calf area	Off work
Utilities/ Line Maint.	Neck strain	Felt pain in neck after vehicle was driving over bumpy area	Off work

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

2022	2021	2020	2019	2018	2017
24	64	57	65	71	59

Vehicle Collisions: 2

Division	Description of Collision	Status
Utilities/ Sanitation	While driving south on Indian Point Road, another vehicle came over the line and hit the City vehicle & left the scene.	No Fault
Utilities/ Line Maint.	While backing out of a parking space, the City vehicle slightly rubbed against another vehicle causing minor damage.	“At Fault”

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

2022	2021	2020	2019	2018	2017
3	10	3	8	5	17

INFORMATION TECHNOLOGY 6

CITY OF NORMANInformation Technology Department
Monthly Report – June 2022.

Working projects for the IT Department are as follows:

Project	Description/improvement anticipated	Status
ERP Replacement Project	Process improvements for finance, purchasing, AR/AP, Courts, HR, Payroll, Personnel, and Permits Management through newer technology, software, and business review processes.	In Progress –Project team has completed implementation work on Incode for Municipal Court, Munis for Financials, Advanced Utilities for utility billing, Tyler EAM for Work Orders, as well as Intellitime for Time and Attendance. Munis for HR Module has completed. CityView for Planning and Permits began May 2021 and will continue into first quarter 2023.
Main Site data center upgrades	Necessary upgrades to current infrastructure are needed to enhance capabilities and continue with power saving and cooling efforts by reducing the amount of physical servers through virtualization.	Ongoing: New core switching has been implemented and speed enhanced at main 201 W Gray campus. IT Network staff are in implementation and testing of networking and security appliances.
Water tower and mono-pole contract negotiations.	Increased Revenue and compliance for water tower/cellular mono-pole leases. Repair requirements.	Ongoing

Fiber Optic Installation for redundant loop at WTP and EOC	IT and the Utilities Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC in case of lost service from the main connection.	Awaiting Approval, land acquisition complete, possible launch in FYE23
New Building construction 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 –
Main Street Roadway Lighting and Signal Interconnect (Main at Santa Fe, Peters, Crawford, and Porter)	Increase the coverage of traffic signals and the IT Fiber infrastructure which will require IP addresses for viewing in Centracos	In Progress
IT Security training efforts for all network and email users at the City of Norman.	Increase the knowledge and stay current on all new and rapidly changing cyber-attack methods so that the CoN network is protected by every employee who uses the network and email.	Ongoing
Installation of fiber optic cable along 36th Avenue NW from Robinson Street to Main Street with switches at Brookhollow Road, Quail Drive, River Oaks Drive, and a new signal at Havenbrook Street.	Increase the coverage of traffic signals and the IT Fiber infrastructure--will require IP addresses	In Progress

Installation of fiber optic cable along 12th Avenue SE from Highway 9 to Cedar Lane Road with a switch at a new signal at Campus Crest Drive.	Increase the coverage of traffic signals and the IT Fiber infrastructure--will require IP addresses	Expected completion in Q1 or Q2 2019
Installation of fiber optic cable along 12th Avenue NE from Robinson Street to Alameda Street with switches at Main Street, Norman Public Schools Bus Barn, and Morren Drive.	Increase the coverage of traffic signals and the IT Fiber infrastructure--will require IP addresses	In Progress
Installation of fiber optic cable along 12th Avenue NE from Rock Creek Road to Robinson Street with switches at Rock Creek Road and a modified traffic signal at High Meadows Drive	Increase the coverage of traffic signals and the IT Fiber infrastructure--will require IP addresses	
Installation of fiber optic cable along Classen Boulevard from Highway 9 to Cedar Lane Road with switches at new signals at Ann Branden Boulevard, Renaissance Drive, and Southlake Boulevard.	Increase the coverage of traffic signals and the IT Fiber infrastructure--will require IP addresses	

Support Tickets:

The IT department tracks work requests with a software package called Spiceworks. **IT Table 1** below represents the number of support tickets closed by the IT Support Staff and those remaining open at the end of June 2022.

Mass Communications:

The following statistics represent email space and resource savings. In the attached table, you will see that 25 emails from the groups shown were sent from city servers using city resources – of those 39,012 were delivered to outside mailboxes for the month of June 2022. The city servers generated mass communications to Norman citizens of 39,012 messages from only 22 sent (see **IT Table 2**).

Email Security Appliance:

The City of Norman's IT Department has an email filter that has enhanced reporting and filtering capabilities that protect the City's systems from malicious attacks from the outside. Email is one of the preferred methods of the delivery of malicious software and viruses. The IT department monitored 161,209 attempted incoming and 67,193 outgoing messages for the month of June 2022. Incoming messages totaling 54,572 were considered Spam or hazardous e-mails by our email-filtering appliance, and were quarantined or filtered (see **IT Table 3**). This number represents nearly 34% of our inbound mail. This percentage continues to be the norm for malicious email/spam. The IT Department has made the decision to block inbound traffic from countries with known malicious attackers that constantly try to affect our network. We continue to monitor and analyze the situation on a daily basis. Inbound email messages of this nature means increased vulnerabilities and attack vectors into the city. Without the email filter appliance, our email server would have received more mail, which increases the opportunity for entrance of a virus into the network. Unchecked malicious emails also create waste, reduce productivity, and decrease valuable storage space.

Web Site:

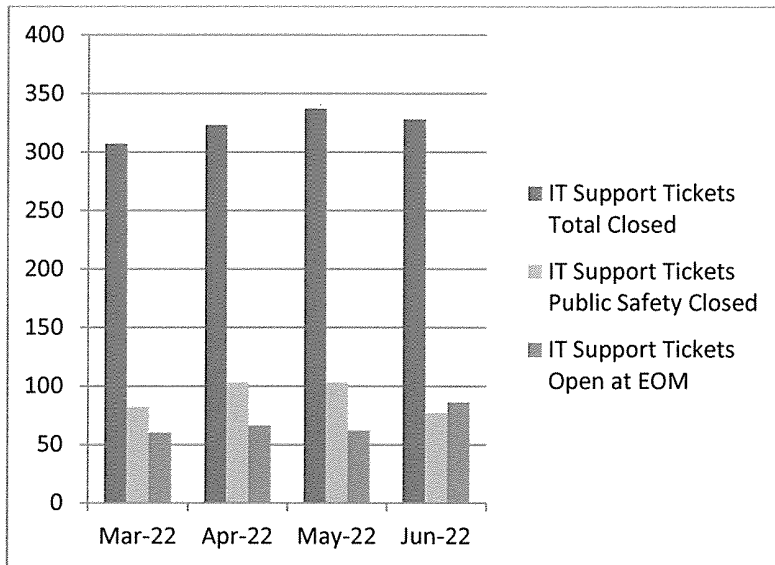
The IT Department maintains the City of Norman's web site. In the month of June 2022, the City of Norman's web site had 121,833 individual web sessions access the web site for 258,934 total page views. The IT Department identified 66,189 of those sessions as New Users to view content on the City web site (see **IT Table 4**). In July of 2019, the IT Department kicked off a project with Interpersonal Frequency to overhaul the City website. Since its completion in June 2020, the site has reduced and more relevant information as well as the ability to function seamlessly from mobile devices and tablets.

ERP Project Implementation Progress:

The chart below shows the path that we have followed through our ERP Implementation Project. The IT Department expects the project began in January of 2018 and run through FYE23. The City Council approved approximately \$6 Million to replace the outdated software systems that run our daily business operations. Once complete the city will have enhanced automated services and web services for our citizen base as well as the employees who use and track their daily work with these business systems.

The IT Department has completed implementation of Parks and Rec software (Vermont Systems), Municipal Court software (Incode), Finance software (Munis), Utility Billing software (CIS Infinity), and Payroll (Munis). Human Resource Management (HRM), and EAM for Work Orders is our focus for the Months of July 2022 through December 2022. Daily work continues on these systems as well as additional training and configuration on the Utility Billing software as we prepare for Automatic Meter Infrastructure (AMI). Server installation and configuration for Planning and Community Services (CityView) application began in May of 2021. The COVID-19 pandemic had an adverse effect on the completion of CIS Infinity and the starting of CityView because of vendor resource availability and travel restrictions in Canada (both companies are Harris owned and based in Canada). The IT Department expects the final phase of our software upgrades, City View, to complete during the first quarter of 2023. We will continue to evaluate each of these systems moving forward starting with a review of the HR Systems in FYE23.

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

Table 1**Table 2**

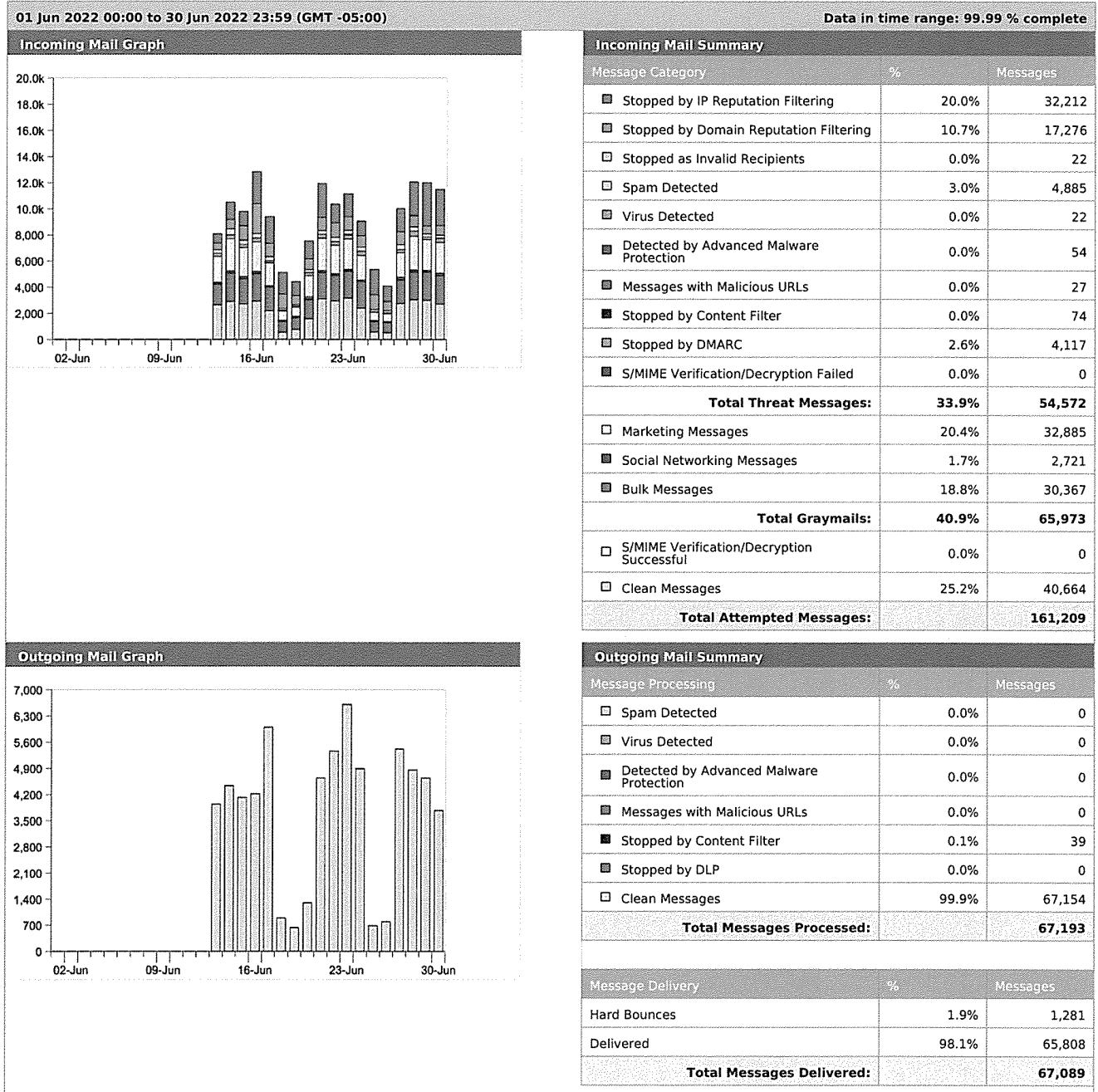
June 2022 LIST SERVER REPORT			
<i>Group</i>	<i>Active Members</i>	<i>Mailings</i>	<i>Total Delivered</i>
Affirmative Action Group	15	5	75
Job Posting	1446	5	7230
Norman News	2016	15	30240
Totals	3477	25	37545



SECURE EMAIL GATEWAY

Executive Summary

ironport.example.com



ironport.example.com - 01 Jul 2022 01:00 (GMT -05:00)

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

1

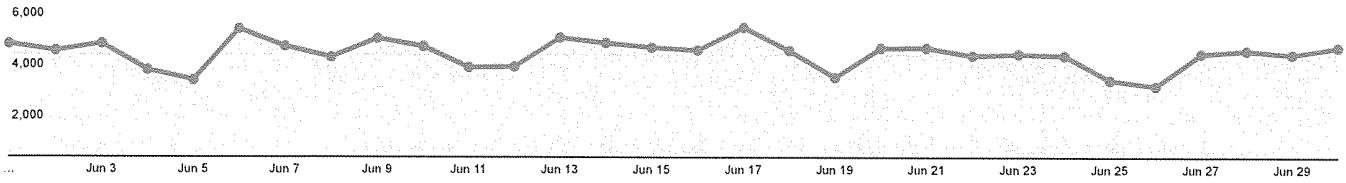
Site Traffic

All Users
100.00% Sessions

Jun 1, 2022 - Jun 30, 2022

Report Tab

Sessions



Day of the month	Sessions ↓	Pages / Session	Pageviews	Users	New Users	Bounce Rate	Avg. Time on Page
	121,833 % of Total: 100.00% (121,833)	2.13 Avg for View: 2.13 (0.00%)	258,934 % of Total: 100.00% (258,934)	76,291 % of Total: 100.00% (76,291)	66,189 % of Total: 100.00% (66,189)	43.03% Avg for View: 43.03% (0.00%)	00:01:39 Avg for View: 00:01:39 (0.00%)
1. 17	5,085 (4.17%)	2.05	10,442 (4.03%)	4,357 (4.19%)	2,865 (4.33%)	45.55%	00:01:40
2. 06	5,027 (4.13%)	2.16	10,845 (4.19%)	4,258 (4.10%)	2,742 (4.14%)	44.72%	00:01:45
3. 13	4,679 (3.84%)	2.19	10,231 (3.95%)	3,975 (3.82%)	2,481 (3.75%)	40.95%	00:01:38
4. 09	4,650 (3.82%)	2.00	9,301 (3.59%)	4,075 (3.92%)	2,752 (4.16%)	48.62%	00:01:39
5. 14	4,474 (3.67%)	2.18	9,768 (3.77%)	3,755 (3.61%)	2,370 (3.58%)	37.84%	00:01:50
6. 03	4,449 (3.65%)	2.19	9,730 (3.76%)	3,805 (3.66%)	2,410 (3.64%)	38.82%	00:01:35
7. 01	4,437 (3.64%)	2.15	9,531 (3.68%)	3,801 (3.66%)	2,342 (3.54%)	43.57%	00:01:34
8. 07	4,345 (3.57%)	2.15	9,336 (3.61%)	3,737 (3.60%)	2,384 (3.60%)	43.91%	00:01:35
9. 10	4,338 (3.56%)	2.16	9,389 (3.63%)	3,655 (3.52%)	2,340 (3.54%)	41.42%	00:01:35
10. 30	4,309 (3.54%)	2.23	9,629 (3.72%)	3,744 (3.60%)	2,404 (3.63%)	39.78%	00:01:30

Rows 1 - 10 of 30

LEGAL 7

MONTHLY REPORT - LEGAL DEPARTMENT

June 2022 Report
(Submitted July 8, 2022)

MONTHLY HIGHLIGHTS:

Kevin Easley v. City of Norman, CV-2012-346; DF-115811 & SD-119536

This case is an appeal from the December 4, 2019, Board of Adjustment ruling denying the Plaintiff's request for a variance. The Plaintiff did not file their appeal within the time limit established by the City's Ordinances, and thus the City's Motion to Dismiss was granted. The Oklahoma Court of Civil Appeals affirmed the district court's ruling and the Plaintiff petitioned the Oklahoma Supreme Court for Review. On June 13, 2022, the Court denied the Plaintiff's request for review. The Plaintiff did not request rehearing and the mandate was issued on July 7, 2022. This case will no longer appear on the Monthly Report.

LIST OF PENDING CASES:

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

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

Shaw, Austin, et al. v. City of Norman, et al., CIV-21-1124-J; 22-6106; CJ-2019-1313 (K)

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK

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

UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF OKLAHOMA

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

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

OKLAHOMA SUPREME COURT / COURT OF CIVIL APPEALS

AMF Development v. City of Norman, et al., CJ-2018-1134; SD 119,677 (K)

Fleske Holding Company LLC v. City of Norman, CV-2018-956; SD 119,649

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

COURT OF CRIMINAL APPEALS

None

CLEVELAND COUNTY DISTRICT COURT

A. General Lawsuits

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

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

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

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

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

City of Norman v. Aaron Stachmus and Bryson Anglin, CJ-2022-424 (S)

City of Norman v. Aaron Stachmus and Bryson Anglin, CJ-2022-647 (S)

This case arises out of a third search warrant for animals on the Defendants' property that appeared to be neglected or abused.

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

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

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

Martin Florez v. City of Norman & John Doe, CJ-2021-1051

Caleb Fulton v. Loyal Reich, Reich Dozer Services, LLC, City of Norman, Board of County Commissioners of Cleveland County, State of Oklahoma, CJ-2020-797 (K)

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

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

City v. Lonnie Hodges, CV-2020-2922

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

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

Remy v. Hall, et al., Case No. CV-2017-1853 (K, S)

Shaz Investment Group, LLC v. City of Norman, CJ-2021-1044 (K)

Walling v. Norman Regional Health System, et al, CJ-2014-874 (K)

B. Condemnation Proceedings

City of Norman v. Chastain Oil Company, a Corporation, et al., CV-2015-677 (M)

City of Norman v. West Lindsey Center Investors, LLC, et al., CV-2015-671 (M)

City of Norman v. Tietzsort Revocable Trust, et al., CJ-2013-775 (M)

City of Norman v Apex Properties, LLC, et al., CJ-2021-221 (M)

City of Norman v. The Uplands Development Co., LLC, et al., CJ-2021-227 (M)

City of Norman v. Hallbrooke Development Group One, LLC, et al., CJ-2021-228 (M)

City of Norman v. Ronald A. Ashley, et al., CJ-2021-337 (M) – Final Agreed Journal Entry and Disbursement Order were signed by the judge and filed on July 7, 2022. Funds to consummate final settlement were deposited and this matter is now concluded. It will be removed from the report going forward..

City of Norman v. D&J Land, LLC, et al. CJ-2022-251 (M) – The Commissioners' Report was filed of record with the Cleveland County Clerk on June 24, 2022.

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

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

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

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

D. Municipal Court Appeals

None

Legal – June 2022 Monthly Report
 July 8, 2022
 Page 3 of 7

E. *Small Claims Court*

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

F. *Board of Adjustment Appeals*
 None

LABOR / ADMINISTRATIVE PROCEEDINGS

A. *Grievance & Arbitration Proceedings (K)*

This office has assisted with the following grievances:

AFSCME Grievance FYE 21-02 – (COVID-19 Leave)
AFSCME Grievance FYE 21-05 – (Brooks & Stephens)
AFSCME Grievance FYE 21-06 – (Parks HEOs and MWIIIs)
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 22-08 – (Sherri Cole – Negative Evaluation)
AFSCME Grievance FYE 22-09 – (Sherri Cole – Harassment)
AFSCME Grievance FYE 22-10 – (Danny Millsap – Working Environment)
AFSCME Grievance FYE 22-11 – (Kay Johnson – Discipline/Unsatisfactory Work Performance)
AFSCME Grievance FYE 22-12 – (Stephanie Shelton – Discipline/3 Day Suspension)
AFSCME Grievance FYE 22-13 – (Stephanie Shelton – Discipline/5 Day Suspension)

IAFF Grievance FYE 21 – (Carl Smith – Improper Compensation)
IAFF Grievance FYE 22 – (Battalion Chief)
IAFF Grievance FYE 22 – (Clymer Promotion)
IAFF Grievance FYE 22 – (Fire Training Officer)
IAFF Grievance FYE 22 – (Source Documents)
IAFF Grievance FYE 22 – (Chris Beirne)
IAFF Grievance FYE 22 – (Chris Beirne)
IAFF Grievance FYE 22 – (Fire Marshal Grievance)
IAFF Grievance FYE 22 – (Fire Inspector Grievance)
IAFF Grievance FYE 22 – (Planning Officer)

B. *Equal Employment Opportunity Commission (EEOC)*

Candice Smith, 564-2022-00673 (Discrimination)

C. *Contested Unemployment Claims (OESC)*

None

Legal – June 2022 Monthly Report
 July 8, 2022
 Page 4 of 7

MUNICIPAL COURT PROSECUTIONS

This chart represents the cases prosecuted by the City Attorney's Office in the Municipal Criminal Court through June 2022. The chart does not represent those cases disposed of prior to Court through actions of the City Attorney and the Court.

Month	<u>ADULT CASES</u>			<u>JUVENILE CASES</u>			<u>COURT SESSIONS</u>		
	FYE 20	FYE 21	FYE 22	FYE 20	FYE 21	FYE 22	FYE 20	FYE 21	FYE 22
JULY	640	545	*275	35	23	11	15	16	7
AUG	683	444	236	10	11	9	15	14	5
SEPT	497	520	263	17	10	9	14	13	5
OCT	581	325	269	23	4	12	18	7	6
NOV	390	259	228	9	0	2	11	6	6
DEC	444	279	162	25	6	1	12	7	3
JAN	522	134	185	32	3	9	15	0	6
FEB	597	178	787	22	1	8	13	0	8
MAR	420	270	282	22	6	13	7	5	9
APR	104	420	323	0	6	12	0	13	10
MAY	137	507	582	2	10	21	0	13	12
JUNE	528	422	268	25	0	7	9	11	11
TOTALS / YTD	5,543	4,303	3,860	222	80	114	129	105	88

* Correction

WORKERS' COMPENSATION COURT

The total number cases pending as of June 2022 are 19. Two settlements were approved by Council on June 14, 2022. One settlement is set to be considered by Council on July 12, 2022. There were two new workers compensation cases received during the month of June 2022. 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 22 CASES	FYE21 CASES	FYE20 CASES	FYE19 CASES
Fire	Suppression	6	4	2	2	4
Fire	Prevention	1	1			
Parks/Rec.	Park Maintenance	1				1
Parks/Rec	Westwood Pool		1			
Planning	Development Services					
Police	Animal Welfare	2		2	1	
Police	Criminal Investigation	1	1			
Police	Patrol	5	4	1	2	1
Police	Administration	1	2			
Public Works	Street Maintenance	2	1	1	1	3
Public Works	Vehicle Maintenance					

Legal – June 2022 Monthly Report
 July 8, 2022
 Page 5 of 7

DEPARTMENT	DIVISION	PENDING CASES	FYE 22 CASES	FYE21 CASES	FYE20 CASES	FYE19 CASES
Public Works	Storm Water					
Utilities	Line Maintenance				1	
Utilities	Sanitation					
TOTALS		19	14	6	7	9

List of Pending Cases

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

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

Adams, Malia Jessie v. City of Norman, CM-2021-02000 A

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

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

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

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

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

Ericksen, Tammy L. v City of Norman, CM-2021-06871 E

(Police/Emergency Communications/Communications Supervisor, R. Hip, R. Knee, R. Shoulder, Back)

Ericksen, Tammy L. v City of Norman, WCC-2022-15003 K

(Police/Emergency Communications/Communications Supervisor, Both Ears)

Henderson, Fred L. v. City of Norman, CM-2022-01483 Y

(Fire, Prevention, Fire Marshal, Both Knees)

Hiatt, Darin v. City of Norman, CM-01014 Q

(Public Works, Streets, HEO, Neck, R. Shoulder, R. Hand)

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

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

Koscinski, Christopher v. City of Norman, CM-2020-06955 J

(Fire, Suppression, Firefighter, R. Shoulder, R. Arm)

A settlement in the above case was approved by Council on June 14, 2022 and will no longer appear on the monthly report.

Koscinski, Christopher v. City of Norman, CM-2021-04927 L

(Fire, Suppression, Firefighter, Back)

A settlement in the above case was approved by Council on June 14, 2022 and will no longer appear on the monthly report.

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

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

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

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

Nelson, Keith v. City of Norman, CM-2022-01836 F

(Fire, Suppression, Fire Training Officer, R. Shldr)

A settlement in the above case is set to be considered by Council on July 12, 2022.

Legal – June 2022 Monthly Report
 July 8, 2022
 Page 6 of 7

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

(Police, Criminal Investigation, Police Sergeant, R. Knee)

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

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

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

Fire, Suppression, Fire Driver Engineer, Low Back, R Knee)

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

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

Younts, Jerry Wayne v. City of Norman, CM-2020-06911 F

(Public Works/Street Maintenance/HEO, L Shoulder, Neck)

TORT CLAIMS

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

DEPARTMENT	FYE 22 Month	FYE 22 YTD	FYE 21	FYE 20	FYE 19
Animal Control		2	1		
Finance – IT			1		
Fire		2	1	4	
Legal			2		
Other	1	6	11	10	9
Parks	1	2	4	6	6
Planning		2			
Police		8	3	5	10
Public Works – other		2	2	3	
Public Works – Stormwater		1		2	
Public Works – Engineering			1	2	
Public Works – Streets		10	9	11	6
Utilities – Water		6	11	11	12
Utilities – Sanitation		6	12	12	10
Utilities – Sewer	1	4	5	5	3
TOTAL CLAIMS	3	51	63	71	56

CURRENT CLAIM STATUS	FYE 22 TO DATE	FYE 21	FYE 20	FYE 19
Claims Filed	51	63	71	56
Claims Open and Under Consideration	13	0	0	0
Claims Not Accepted Under Statute/Other	3	10	11	8
Claims Paid Administratively	12	11	13	10
Claims Paid Through Council Approval	2	7	14	12

Legal – June 2022 Monthly Report
July 8, 2022
Page 7 of 7

Claims Resulting in a Lawsuit for FY	1	3	1	4
Claims Barred by Statute (No Further Action Allowed)	11	32	32	22
Claims in Denied Status (Still Subject to Lawsuit)	9	0	0	0

MUNICIPAL COURT 8

**MUNICIPAL COURT
MONTHLY REPORT
JUNE - FY '22**

CASES FILED

	<u>JUNE</u>	<u>FY22</u>	<u>Y-T-D</u>	<u>JUNE</u>	<u>FY21</u>	<u>Y-T-D</u>
Traffic	344		4,303	354		8,551
Non-Traffic	254		2,476	183		2,534
SUB TOTAL	598		6,779	537		11,085
Parking	330		6,145	371		5,607
GRAND TOTAL	928		12,924	908		16,692

CASES DISPOSED

	<u>JUNE</u>	<u>FY22</u>	<u>Y-T-D</u>	<u>JUNE</u>	<u>FY21</u>	<u>Y-T-D</u>
Traffic	453		4,729	648		9,609
Non-Traffic	185		2,813	198		2,443
SUB TOTAL	638		7,542	846		12,052
Parking	278		6,923	433		3,861
GRAND TOTAL	916		14,465	1,279		15,913

REVENUE

	<u>JUNE</u>	<u>FY22</u>	<u>Y-T-D</u>	<u>JUNE</u>	<u>FY21</u>	<u>Y-T-D</u>
Traffic	\$ 40,784.46		\$ 502,528.89	\$ 82,900.28		\$ 1,032,102.22
Non-Traffic	\$ 14,646.68		\$ 234,379.27	\$ 25,564.88		\$ 294,864.08
SUB TOTAL	\$ 55,431.14		\$ 736,908.16	\$ 108,465.16		\$ 1,326,966.30
Parking	\$ 10,230.00		\$ 234,980.26	\$ 11,940.00		\$ 104,139.00
GRAND TOTAL	\$ 65,661.14		\$ 971,888.42	\$ 120,405.16		\$ 1,431,105.30

MUNICIPAL COURT - MONTHLY REPORT
June 2022

JUVENILE COMMUNITY SERVICE PROGRAM

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

MEDIATION PROGRAM

The Early Settlement – Norman Mediation Program accepted 20 new cases and closed 38 cases during the month of June 2022. 7 Mediations were held.

PARKS AND RECREATION 9

Park Development Activities June 2022

NORMAN FORWARD Reaves Park:

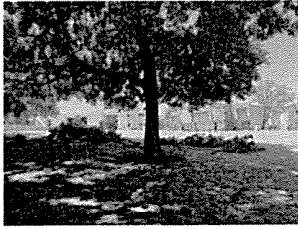


Work is continuing on the construction of the new ballfield complex and parking lots in the park where the Park Maintenance Facility used to stand. Foundations for the new restroom and concession building were finished; including installation of new points of connection for data and WiFi in the park as the project moves forward. Lighting for the new fields and the new field fencing work will begin in the coming weeks. Contractors are also doing the initial work to construct the new ballfield lighting systems and layout the fence lines for the new 4-plex of fields. Staff began planting trees along the new park road in June; to be followed with additional sod installation along that area, in preparation for final asphalt and concrete pours along the north part of the road. Several camps and tournaments are planned for the summer months on the existing softball and baseball fields, now that the league season wrapped-up in mid-June. The park also hosted the 2nd annual Juneteenth celebration in the park, to be followed on July 4th by our annual FourthFest. Work will continue throughout 2022; and be completed as we start the 2023 baseball/softball seasons.

Neighborhood Parks:



Our new Park Planner started work in June; and is helping to complete several landscape improvement and playground installation plans in various parks. Bethany Grissom is a recent OU graduate from the Masters of Landscape Architecture Program. She is now working on the final drawings for planting designs at Earl Sneed Park, the south “Welcome” sign at Classen and Constitution, the main entry walkway at the Municipal Complex, and other public landscape areas, to include the Westwood Tennis Complex and at Earl Sneed Park. In addition, crews have begun installation of the new playground at Vineyard Park. This is a replacement for the equipment that was destroyed last year by arson. The same crew will return later this summer to install a new playground and Cherry Creek Park, as we move on with more neighborhood playground upgrades, according to the NORMAN FORWARD project plan. Finally, we have a contractor working to replace one of the walk-in paths in the Doubletree Addition that leads from the street to the greenbelt trail around that addition. The path has several broken/damaged sections, including a large area that was removed this spring, when our crews cut down a large cottonwood tree that was falling apart and deemed a danger to the public. The trail replacement will be done by the end of the month, weather permitting.

Forestry:

Our Forester continued to water newly planted trees and do corrective pruning on older park trees to help keep the trees healthy and the spaces they are in be safe and useable for the public. Trimming the street trees in the downtown area and Andrews Park was done specifically in anticipation of the pedestrian traffic associated with Jazz In June event that was held all three days in the park this year for the first time. Staff met with Norman Fire Department and Emergency Management, along with the Oklahoma Department of Forestry Hazardous Mitigation Coordinator to begin the process of applying for funds from the state to help Norman develop a Community Wildfire Protection Plan. We were shown examples from other communities in the state which will help guide us in coming up with a plan, that can then make us eligible for additional funding to do projects that will help reduce/eliminate fuel for wildfires in those identified locations in the plan—both urban and rural. The Forester also met with an OSU Extension Agent at Castlerock Park and along Legacy Trail (south of Eufaula Street) to take soil samples and talk plans, species selection, etc. for new tree plantings in those locations, where there are difficult soils.

Sutton Urban Wilderness:

We met with Park Hill Engineers to start the design work for the additional parking spaces and trail improvements on the spur that connects the Sutton Wilderness Walking Trail to the walking trail on the western edge of Griffin Park, south of Sutton. We received a Recreational Trails Grant from the Oklahoma Department of Tourism and Recreation for the project, which will pay for 80% of the cost. The park is a popular year-round attraction, which will benefit greatly from the additional 12 parking spots that will be added to the existing lot at the park entry on 12th Avenue NE.

JUNE 2022 PARK MAINTENANCE DIVISION

Park Maintenance crews performed routine trash removal & leaf clean-up in City Parks as well as restroom/shelter cleaning & landscape maintenance in City Parks.

SAFETY REPORT	FYE-22MTD	FYE-22YTD		FYE-21MTD	FYE-21YTD
On-The-Job Injuries	0	0		1	7
Vehicle Accidents	0	0		0	0
Employee responsible	0	0		0	0
ROUTINE ACTIVITIES	Total Man	Hours YEAR-TO-DATE		Total Man	Hours YEAR-TO-DATE
Big Mowing	124.50	990.00		261.00	805.50
Trim Mowing	1163.00	5622.50		808.50	4830.50
Chemical Spraying	159.00	858.00		40.50	408.00
Fertilization	0.00	72.00		0.00	12.00
Park Tree Work	164.00	419.00		0.00	1.00
Street Tree Work	15.00	199.00		0.00	113.00
Trash Maintenance	161.00	1493.00		120.00	3623.50
Sprinkler Maintenance	184.50	438.00		96.00	177.00
Watering	0.00	319.75		70.00	0.00
Painting	0.00	524.00		176.00	0.00
Landscape Maintenance	69.00	692.00		4.00	893.75
Seeding/Sodding	0.00	571.00		0.00	52.25
Ballfield Maintenance	0.00	139.00		0.00	8.00
Fence Repairs	0.00	0.00		29.00	454.50
Equipment Repairs/Maintenance	200.00	715.00		0.00	834.75
Material Hauling	8.00	647.25		0.00	1265.25
Snow/Ice Removal	0.00	67.27		0.00	470.50
Christmas Setup	0.00	302.00		74.50	0.00
Vector Control	83.00	206.00		20.00	144.00
Events	28.00	345.00		0.00	834.75
Vandalism Repair	6.50	20.25		4.00	74.50
Trail Maintenance	0.00	7.00		12.00	589.50
Playground Maintenance	116.75	544.25		10.00	205.50
Restroom Maintenance	0.00	695.00		0.00	1075.50
Carpentry/Welding	17.75	370.75		35.50	35.50
Shop Time	9.50	312.75		23.00	23.00
Special Projects	98.00	1204.25		0.00	1211.50
Miscellaneous	255.00	1088.75		0.00	682.00

JUNE 2022
RECREATION DIVISION
MONTHLY REPORT

Norman Senior Center: The Norman Senior Center saw a monthly attendance of 840. On Thursday, June 2nd, the Norman Senior Center hosted a Frito Chili Pie luncheon sponsored by Archwell Health. The OKC Dodger Baseball game trip was postponed due to inclement weather on Wednesday, June 8th. Accentra Home Health offered free blood pressure and blood sugar screenings on Thursday, June 16th and Grill and Games took place on Friday, June 17th. The Norman Senior Center was closed on Monday, June 20th in observance of the Juneteenth Federal Holiday. To close out the month, the Norman Senior Center hosted Bingo on Wednesday, June 29th.

Little Axe Community Center: Senior citizens continue to visit to the Center and dominoes has started again. Computer access is growing and being more popular. Meals on Wheels continues to grow and expected to exceed 100 next month.

12th Avenue Recreation Center: The 12th Avenue averaged 33 kids a day for the month of June. Activities and field trips included the Westwood aquatic center, the zoo, movie theatre, battle darts and extreme animals. An in depth experience to art and different art styles was given every Tuesday. Mondays were spent learning with the pioneer library. Open gym basketball and open gym pickle ball ended for the summer and will pick back up August 18th. The center rented the facility to 19 sports for regular season games.

Irving Recreation Center: This month was the first full month of the Irving Explorer Camp for Summer 2022. The camp is open to youth ages 5-11, runs daily from 7:30am-6pm and will go from May 31st-August 12th. Daily activities include indoor/outdoor games, arts/crafts and sports/recreational activities. Week 1's theme was Amazing Animals and included special activities such as a visit from the OKC Zoo Outreach and a visit to Sooner Vet. Week 2's theme was The Great Outdoors and included special activities such as swimming at Westwood Pool and making s'mores. Week 3's theme was Boomer Sooner and included special activities such as wear your OU gear day, a field trip to Sam Noble Museum and stem activities at the OU College of Engineering. Week 4's theme was Wet 'N' Wild and included special activities such as sno-cones from Kona Ice and wear your tropical gear day. Week 5's theme was Let's Get Artsy and included special activities such as art time with Heart Studios, a visit from the Paint 'N' Station and a field trip to Unpluggits Paint & Play.

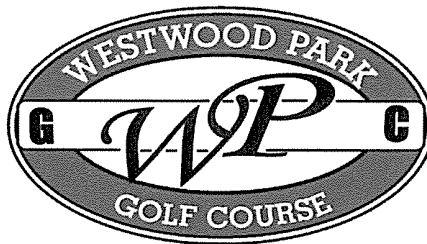
Whittier Recreation Center: The Whittier Discovery Camp averaged 24 kids per day for the month of June. Campers got to spend time at the west side Pioneer Library and meet with one of the librarians; have a Nerf battle in the gym; play outside at Ruby Grant Park; and enjoy a snow cone and pizza party. We also went to the Westwood Pool on Wednesdays each week starting June 15th. Staff also did some fun crafts with the campers such as making pet rocks, coffee filter fireworks, and much more! Fridays were days when the kids could either go outside for some fresh air or stay inside and relax. Due to lower enrollment, our Sooner Football Camp was cancelled this year. Our clogging class continued to meet on Tuesdays and Thursdays from 6:00pm-8:00pm. There were no rentals for the month of June. The Whittier staff helped at the June 24th Outdoor Movie for Sing 2. They have also been helping get prepared for Norman's Fourth Fest at Reaves Park by gathering promotional materials and flyers announcing upcoming City events. Staff has been hard at work in preparing the gym for our Summer Sports Basketball Camp that will take place in July.

FACILITY ATTENDANCE:

	Month	Year to Date
Norman Senior Center	840	8,698
Little Axe Community Center	1,034	9,048
12th Avenue Recreation Center	1,955	18,516
Irving Recreation Center	715	20,301
Whittier Recreation Center	594	19,970
Reaves Center	300	3,600
Tennis Center	3,364	35,965

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
Senior	925	873	785	759	713		623	500	914	888	878	840	8,698
Axe	75	69	95	768	622	432	597	1,185	1,434	1,426	1,311	1,034	9,048
twelveth	1,024	868	1,067	1,512	2,089	1,512	1,840	1,377	1,543	1,604	1,610	1,955	18,516
Irving	628	634	851	2,727	2,307	1,243	1,040	3,264	3,395	1,803	1,694	715	20,301
Whittier	500	255	1,320	1,730	2,185	2,335	2,310	5,555	2,215	589	482	594	19,970
Reaves	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Tennis	3,844	3,038	3,570	3,280	2,844	2,129	2,552	2,372	3,079	3,102	2,791	3,364	35,965

WESTWOOD/NORMAN MUNICIPAL AUTHORITY 9A



JUNE 2022

Westwood Golf Course Division Monthly Progress Report

ACTIVITY	JUNE FYE'22	JUNE FYE'21
Regular Green Fees	896	699
Senior Green Fees	331	476
Junior Fees	354	285
School Fees (high school golf team players)	0	0
Advanced Fees (high school golf team pre-pay)	0	0
Annual Fees (Regular, Senior & Junior Members)	916	760
Employee Comp Rounds	358	359
Golf Passport Rounds	0	0
9-Hole Green Fee	208	494
2:00 Fees	157	175
4:00 Fees	511	155
Dusk Fees or 6:00 Fees	123	138
PGA Comp Rounds	4	0
*Rainchecks (not counted in total round count)	17	22
Misc Promo Fees (birthday, players cards, OU student)	566	541
Green Fee Adjustments (fee difference on rainchecks)	3	11
Total Rounds (*not included in total round count)	4427	4093
% change from FY '20	8.16%	
Range Tokens	4176	3413
% change from FY '20	22.36%	
18 - Hole Carts	234	242
9 - Hole Carts	104	134
½ / 18 - Hole Carts	1392	1271
½ / 9 - Hole Carts	668	599
Total Carts	2398	2246
% change from FY '20	6.77%	
18 - Hole Trail Fees	2	4
9 - Hole Trail Fees	0	0
18 - Hole Senior Trail Fees	1	2
9-Hole Senior Trail Fees	3	4
Total Trail Fees	6	10
% change from FY '20	-40.00%	
TOTAL REVENUE	\$147,815.68	\$137,205.34
% change from FY '20	7.73%	

**JUNE 2022
WESTWOOD GOLF DIVISION
MONTHLY PROGRESS REPORT**

SAFETY REPORT	FY 2022 MTD	FY 2022 YTD	FY 2021 MTD MTD	FY 2021 YTD YTD
Injuries On The Job	0	0	0	2
City Vehicles Damaged	0	0	0	0
Vehicle Accidents Reviewed	0	0	0	0

FINANCIAL INFORMATION

	FYE 2022	FYE 2022	FY 2021	FYE 2022
	MTD	YTD	MTD	YTD
Green Fees	\$67,877.43	\$582,288.65	\$64,288.84	\$576,974.55
Driving Range	\$15,575.73	\$140,870.29	\$13,497.24	\$145,200.96
Cart Rental	\$38,969.44	\$327,508.47	\$37,757.76	\$328,336.54
Restaurant	\$25,167.69	\$184,634.44	\$21,616.92	\$148,839.07
Insufficient Check Charge	\$0.00	\$0.00	\$0.00	\$158.91
Interest Earnings	\$225.39	\$3,220.46	\$44.58	\$1,483.44
TOTAL INCOME	\$147,815.68	\$1,238,522.31	\$137,205.34	\$1,200,993.47
Expenditures	\$143,698.50	\$1,263,937.16	\$129,069.74	\$966,639.41
Income vs Expenditures	\$4,117.18	(\$25,414.85)	\$8,135.60	\$234,354.06
Rounds of Golf	4427	38228	4093	37368

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

Irrigation and sprinkler adjustments have been our main focus for the last few weeks. The well water has been providing us with enough water for daily irrigation and we have not used any municipal supply for irrigation on the golf course. Sand Bunker renovation is progressing. We have completed #10 , #1 and #18 greenside bunkers. The #18 greenside is a sod stacked bunker. Greens are performing very well and the greenspeeds remain in the double digits on the stimp meter. Conditioning quality is presently at a 90% rating and there is some room for improvement going forward. Nutsedge and Dallasgrass has been our targeted weeds for control in the rough areas. The drainage in front of #14 tee cart path is in needs of attention although it may take until fall before time allows.

JUNE 2022
WESTWOOD POOL
MONTHLY REPORT

FINANCIAL INFORMATION

	FY2022 MTD	FY2022 YTD	FY21-22 TOTAL
Swim Pool Passes	\$133,665.00	\$410,413.50	\$278,558.50
Swim Pool Gate Admission	\$135,683.00	\$269,113.00	\$324,472.00
Swim Lesson Fees	\$12,056.00	\$82,874.00	\$74,224.00
Pool Rental	\$20,525.00	\$41,515.00	\$41,896.00
Locker Fees	\$0.00	\$0.00	\$0.00
Pool Classes	\$570.00	\$27,333.00	\$27,673.00
Pool Merchandise Sales	\$0.00	\$0.00	\$0.00
Concessions	\$91,141.33	\$166,989.10	\$182,683.53
TOTAL INCOME	\$393,640.33	\$998,237.60	\$929,507.03
Expenditures	\$214,949.37	\$406,410.58	\$639,852.95
Income versus Expenditures	\$178,690.96	\$591,827.02	\$289,654.08

ATTENDANCE INFORMATION

	FYE 2022 MTD Jun-22	FYE 2022 YTD April 22 - Present	2021 YTD April 21 - Oct 21
a. Pool Attendance	56,000	58,459	75,468
b. Adult Lap Swim Morning/Night	40	65	1,802
c. Water Walkers	960	970	4,923
d. Toddler Time	1,560	1,578	5,421
e. Water Fitness	720	775	2,826
f. Swim Team	480	1,325	4,423
g. Scuba Rentals	10	488	54
h. Scuba Participants	64	52	100
i. Swim Lessons	860	860	1,697
j. Private Swim Lessons	34	34	51
g. Movie Night/Special Events	890	1604	1,298
h. Party / Rentals	60	65	116
TOTAL ATTENDANCE	61,678	66,275	98,179

FACILITY MAINTENANCE 9B

Facility Maintenance - June 2022 - Labor/Materials Cost Report

Comprehensive Costs

Grand Total Cost: \$294,790.11

Total Misc. Cost (Materials/Contract Labor): \$222,692.42

Total Labor Cost: \$72,097.69

Total Labor Hours: 2,784.75

Total Cost by Request Type

Roofs: \$122.1K – 41%

Plumbing: \$17.78K – 6%

HVAC: \$43.48K – 15%

General Maintenance: \$23.55K – 8%

Electrical: \$32.02K – 11%

Custodial: \$43K – 15%

Administrative: \$10.38K – 4%

Other: \$2.46K – 1%

/Elevator: \$133.88

/Generator: \$33.47

/Doors: \$174.09

/Pest Control: \$2.12K

***This months report is actually reporting part of May with all of June, there was some overlap in entry. We are approx. 2 months into a new reporting system and there will be various changes in the reporting shown over the next few months.

Top Buildings by Cost

Whittier Rec: \$45.85K

Andrews Park: \$38.23K

Westwood Tennis: \$22.88K

Indirect Labor: \$18.6K

Fire Administration: \$15.25K

Reaves Park: \$14.82K

201 C: \$11.67K

201 B: \$11.91K

12th Ave Rec: \$11.1K

City Hall: \$10.27K

Parks: \$9.26K

Facility Maintenance: \$9.5K

Central Library: \$9.2K

201 A: \$8.43K

Rotary Park: \$7.68K

Legacy Park: \$5.06K

Fire Station #3: \$4.03K

Irving Rec: \$3.57K

Ruby Grant: \$3.04K

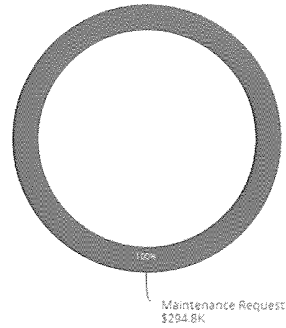
Norman Investigations Center: \$2.89K

Grand Total Cost
\$294,790.11
 Total Misc Cost \$222,692.42

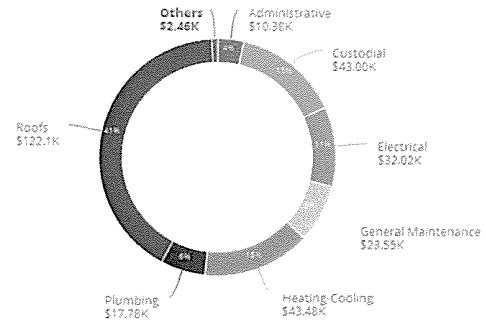
Total Labor Cost
\$72,097.69
 Total Labor Hours 2,784.75

Total Inventory Cost
#N/A

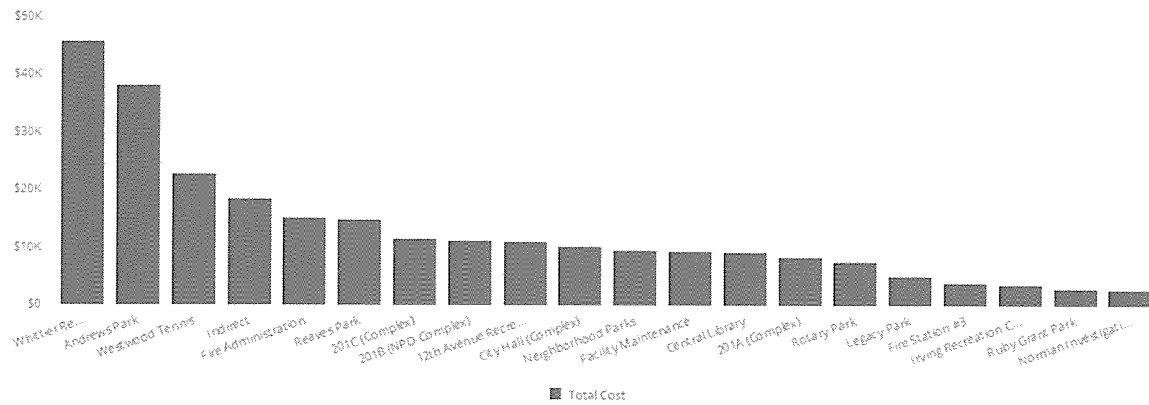
Total Cost by Module



Total Cost by Request Type



Top Buildings by Cost



Comprehensive Operations

Maintenance Requests – Total: 506

Plumbing: 152 – 30%

HVAC: 174 – 34%

General Maintenance: 36 – 7%

Electrical: 91 – 18%

Custodial: 26 – 5%

Other: 27 – 5%

/Administrative: 5

/Elevator: 1

/Generator: 1

/Doors: 5

/Pest Control: 8

/Roofs: 7

Finalized Requests – Total: 506

Number of Requests by Building

Indirect Labor: 41

Central Library: 51

201 B: 39

201 C: 33

City Hall: 24

Reaves Park: 21

201 A: 21

Facility Maintenance: 21

Animal Welfare: 19

Westwood Golf: 14

Westwood Tennis: 14

Water Treatment Plant: 12

Water Reclamation Facility: 11

Fire Station #2: 11

Irving Rec: 11

Parks: 9

Norman Investigation Center: 8

12th Ave Rec: 8

Fire Station #9: 8

Andrews Park: 8

Senior Center: 7

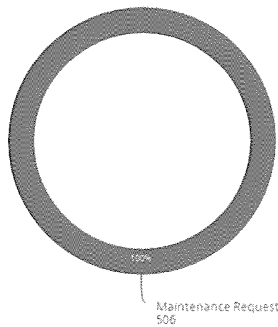
Ruby Grant Park: 6

Rotary Park: 6

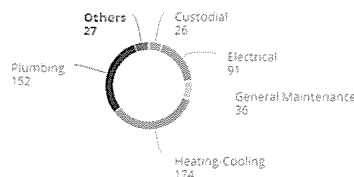
Fleet: 6

East Library: 6

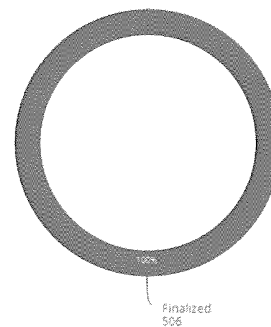
Requests by Module



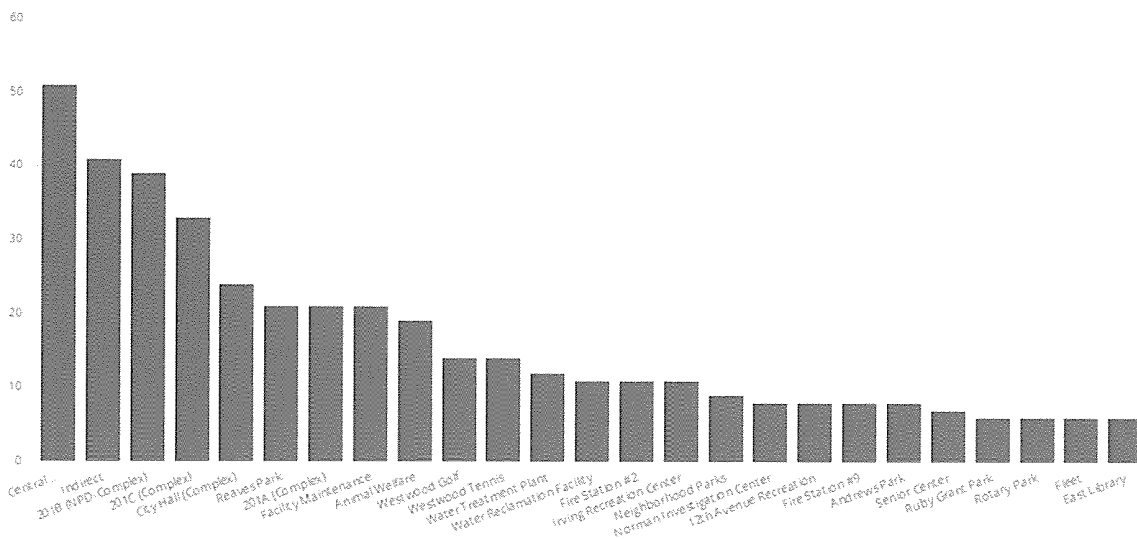
Requests by Type



Requests by Current Status



Requests by Building



Work Summary

PM & Work Requests by Current State

Completed – on time: 70 – 24%

Completed – overdue: 222 – 76%

PM & Work Requests Assigned by User

Robert B.: 40 – 13%

Nate M.: 11 – 4%

Jerry W.: 52 – 17%

Jeff L.: 55 – 18%

Don A.: 41 – 13%

Brian J.: 60 – 19%

Bill S.: 26 – 8%

Others: 24 – 8%

/Eduardo A.: 4

/Ivan R.: 4

/Jason M.: 4

/Kathy Lucas: 5

/Tara K.: 4

/Not Set: 3

PM & Work Requests by Type

Electrical: 58 – 20%

General Maint.: 27 – 9%

HVAC: 96 – 33%

Plumbing: 92 – 32%

Others: 19 – 7%

/Administrative: 5

/Custodial: 5

/Generator: 1

/Doors: 1

/Pest Control: 4

/Roofs: 3

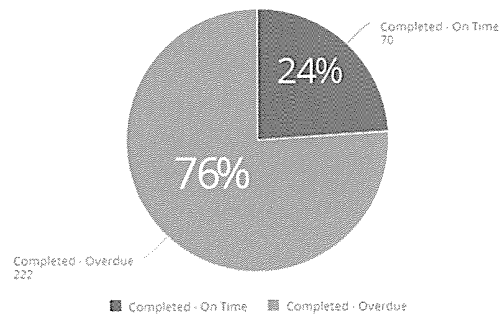
/Nate M.: 19.75

/Tara K.: 0

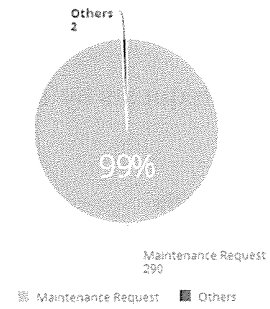
**/Trysta K.: 65

/Wade T.: 0

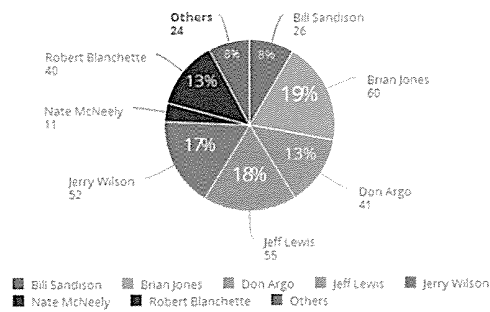
PM and Work Requests By Current State



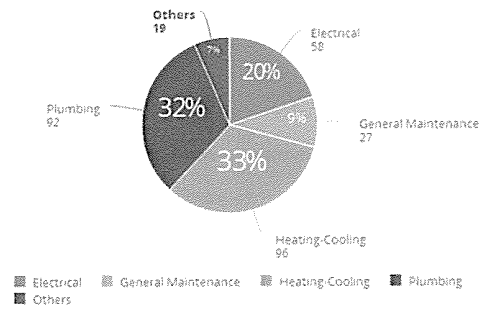
Requests By Module



PM and Work Requests Assigned By User



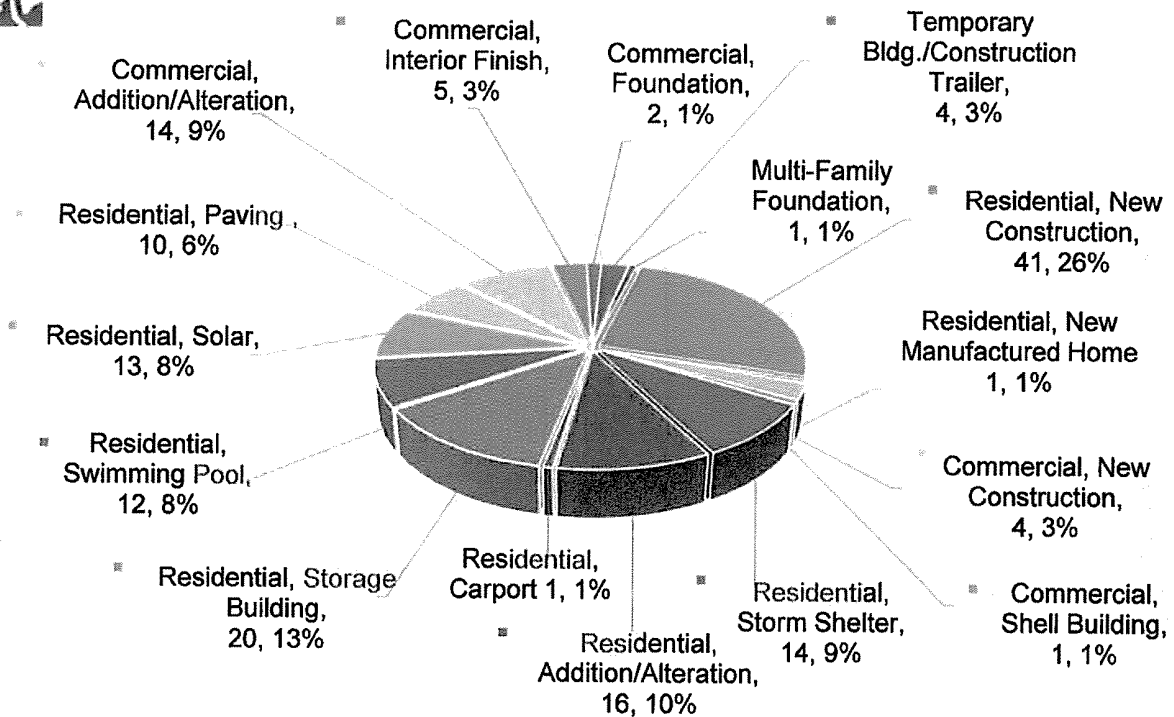
PM and Work Requests By Type



PLANNING AND COMMUNITY DEVELOPMENT 10



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



Permit Type	Count	Valuation
Residential, New Construction	41	\$ 15,079,786
Residential Duplex, New Construction	0	\$ -
Residential, New Manufactured Home	1	\$ 112,400
Commercial, New Construction	4	\$ 4,442,107
Commercial, Parking Lot	0	\$ -
Commercial, Shell Building	1	\$ 700,000
Residential, Storm Shelter	14	\$ 69,109
Residential, Addition/Alteration	16	\$ 1,021,495
Residential, Carport	1	\$ 3,400
Residential, Storage Building	20	\$ 571,075
Residential, Fire Repair	0	\$ -
Residential, Swimming Pool	12	\$ 1,011,269
Residential, Manufactured Home Repl	0	\$ -
Residential, Solar	13	\$ 443,435
Residential, Paving	10	\$ 85,650
Commercial, Addition/Alteration	14	\$ 6,956,397
Commercial, Interior Finish	5	\$ 770,000
Commercial, Fire Repair	0	\$ -
Commercial, Foundation	2	\$ 662,000
Temporary Bldg./Construction Trailer	4	\$ 58,000
Multi-Family, New	0	\$ -
Multi-Family, Addition/Alteration	0	\$ -
Multi-Family, Foundation	1	\$ 60,000
Multi-Family, Fire Repair	0	\$ -
Group Quarters	0	\$ -
Total	159	\$ 32,046,122



CITY OF NORMAN
Building Permit Activity-JUNE 2022

	DESCRIPTION	2022 YEAR TO-DATE	VALUATION	2021 TOTALS	2021 TOTAL VALUATION
	Residential, New Construction.....	263	\$ 80,567,529	559	\$ 171,447,259
	Residential, New Dwelling Unit Attached.....	0	\$ -	0	\$ -
	Residential, New Manufactured Home.....	5	\$ 602,004	2	\$ 65,000
	Residential, New Non Dwelling Unit.....	0	\$ -	0	\$ -
	Residential Duplex, New Construction.....	12	\$ 2,220,000	2	\$ 400,000
	Residential, Garage Apartment.....	0	\$ -	0	\$ -
	Multi-Family, New Construction 3-4 DU.....	0	\$ -	1	\$ 750,000
	Multi-Family, New Construction 5+ DU.....	0	\$ -	9	\$ 22,230,000
	Multi-Family, Fire Repair.....	50	\$ 650,270	13	\$ 284,798
	Multi-Family, Foundation.....	1	\$ 60,000	3	\$ 170,000
	Multi-Family, Addition/Alteration.....	3	\$ 82,540	2	\$ 16,000
	Residential, Addition/Alteration.....	75	\$ 4,686,071	185	\$ 11,219,201
	Residential, Carport.....	2	\$ 5,195	4	\$ 73,710
	Residential, Storm Shelter.....	140	\$ 559,928	307	\$ 1,174,221
	Residential, Storage Building.....	80	\$ 4,299,893	141	\$ 4,708,996
	Residential, Fire Repair.....	11	\$ 812,661	31	\$ 1,558,116
	Residential, Swimming Pool.....	59	\$ 4,586,602	145	\$ 9,332,054
	Residential, Manufactured Home Replacement	3	\$ 195,535	7	\$ 582,151
	Residential, Solar.....	55	\$ 2,248,693	16	\$ 461,303
	Residential, Paving.....	52	\$ 785,394	111	\$ 1,737,557
	Group Quarters.....	0	\$ -	0	\$ -
	TOTAL	811	\$ 102,362,315	1538	\$ 226,210,366
NON-RESIDENTIAL	Commercial, New Construction.....	21	\$ 24,661,625	51	\$ 263,453,985
	Commercial, New Shell Building.....	6	\$ 3,895,000	11	\$ 9,242,000
	Commercial, Addition/Alteration.....	97	\$ 111,231,282	143	\$ 45,783,076
	Commercial, Interior Finish.....	24	\$ 4,769,600	40	\$ 3,374,700
	Commercial, New Foundation.....	4	\$ 870,200	7	\$ 10,740,000
	Commercial, Fire Repair.....	2	\$ 302,814	8	\$ 888,000
	Commercial, Parking Lot.....	1	\$ 75,000	7	\$ 682,640
	Commercial, Temporary Bldg./Const Trailer....	25	\$ 285,481	29	\$ 351,391
	TOTAL	180	\$ 146,091,002		\$ 334,515,792
OTHER ACTIVITY	Electrical Permits.....	808		1663	
	Heat/Air/Refrigeration Permits.....	859		1405	
	Plumbing and Gas Permits.....	939		1891	
	Sign Permits.....	188		475	
	Water Well Permits.....	16		44	
	Garage Sale Permits.....	315		782	
	Structure Moving Permits.....	12		16	
	Demo-Residential Permits.....	13		31	
	Demo-Non-Residential Permits.....	4		10	
	Temp. Const. Bldgs. & Roll-off Permits.....	85		173	
	Lot Line Adjustments Filed.....	4		25	
	Certificate of Occupancy (CO).....	550		1070	
	All Field Inspections.....	13,684		27583	
	Net Residential Demos & Removals.....	-13		-28	
	TOTAL VALUATION		\$ 248,453,317		\$ 560,726,158

Development Services Division | 201-A West Gray Street | Norman, OK 73069 | (405) 366-5339

City of Norman BUILDING PERMITS AND INSPECTIONS													
RESIDENTIAL BUILDING PERMITS Issued June 2022 - Sorted by Permit Type													
Permit Type	Contractor	Permit #	Date Issued	Address		Lot	Block	Subdivision	Zoning	Valuation	Project Area	KW	
1 & 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	1800	4/27/24	1020	CARBOLU	CT	3	0	DEERFIELD ADD SEC 6	R1	\$ 4,000.00	35	
1 & 2 FAMILY STORM SHELTER	GROUND ZERO SHELTERS	2035	4/27/20	2808	LERKIM	LN	3	1	TRAILWOODS SEC 8	R1	\$ 3,600.00	24	
1 & 2 FAMILY STORM SHELTER	GROUND ZERO SHELTERS	2036	4/27/20	2708	NORTHERN HILLS	RD	15	2	DEERFIELD ADD SEC 2	R1	\$ 2,795.00	32	
1 & 2 FAMILY STORM SHELTER	ALL STAR BUILDERS	2329	4/27/15	2416	HARDEN	AVE	5	1	HAWTHORNE PLACE #3	R1	\$ 20,000.00	144	
1 & 2 FAMILY STORM SHELTER	GROUND ZERO SHELTERS	2452	4/27/20	332	COTSWOLD	DR	9A	2	BROOKHAVEN SQUARE #3	PUD	\$ 3,095.00	32	
1 & 2 FAMILY STORM SHELTER	GROUND ZERO SHELTERS	2494	4/27/16	7230	VISTA SPRINGS	DR	2	2	VISTA SPRINGS ESTATES ADD 1	RE	\$ 3,095.00	23	
1 & 2 FAMILY STORM SHELTER	GROUND ZERO SHELTERS	2516	4/27/20	1616	ORIOLE	DR	10	2	SUTTON PLACE ADD #2	R1	\$ 2,795.00	24	
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	2524	4/27/19	3109	LADYBANK	LN	7	1	CASCADE ESTATES PUD #4	PUD	\$ 2,795.00	23	
1 & 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	2532	4/27/19	1101	LINCOLN GREEN	LN	8	3	SHERWOOD FOREST #2	R1	\$ 4,500.00	21	
1 & 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	2556	4/27/25	4208	LAS COLINAS	LN	16	2	LEE CREST ADD	R1	\$ 2,500.00	24	
1 & 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	2557	4/27/26	903 S	BERRY	RD	7	3	RED CANYON RANCH SEC 7	PUD	\$ 4,900.00	70	
1 & 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	2702	4/27/35	3809	BLACK MESA	RD	17	3	TRAILWOODS SEC 2	PUD	\$ 3,400.00	21	
1 & 2 FAMILY STORM SHELTER	OKLAHOMA SHELTERS	2756	4/27/34	704	GA ZUMP	DR	13	1	PRIDE #130	RE	\$ 100,000.00	483	
1 & 2 FAMILY STORM SHELTER	PREFERRED SHELTERS	2761	4/27/34	1621	DAYMEADOWS	DR	15	33	INDIAN HILLS ESTATES	R1	\$ 85,000.00	754	
1 & 2 FAMILY, ADD OR ALTER	OWNER	245	4/27/22	5708 S	FLOYD COX	DR	19	1	WAGGONER'S T R FIRST ADD	R3	\$ 100,000.00	483	
1 & 2 FAMILY, ADD OR ALTER	LAW CONSTRUCTION	787	4/27/36	416 W	EUFULA	ST	24	15	WESTWOOD ESTATES NORTH ADD	R1	\$ 40,000.00	200	
1 & 2 FAMILY, ADD OR ALTER	HEARTLAND CONSTRUCTION, LLC	2003	4/27/33	2325	WESTWOOD	DR	3	5	BERRY EST #1	R1	\$ 85,000.00	1875	
1 & 2 FAMILY, ADD OR ALTER	ALL STAR BUILDERS	2256	4/27/15	2416	HARDEN	AVE	5	1	WESTFIELD MANOR ADDITION	R1	\$ 50,000.00	300	
1 & 2 FAMILY, ADD OR ALTER	EKB CONSTRUCTION DBA EXCLUSIVE	2273	4/27/13	809	MCCALL	DR	18	4	NORMAN, ORIGINAL TOWNSHIP	R1	\$ 40,000.00	425	
1 & 2 FAMILY, ADD OR ALTER	SWIFT, BRENT	2498	4/27/18	1208	CHERRY STONE	ST	13	3	BROOKHAVEN SQUARE #1	RMS	\$ 120,000.00	615	
1 & 2 FAMILY, ADD OR ALTER	MOHR CONSTRUCTION, LLC	2506	4/27/25	224	BARBOW	AVE	19	6	MONITOR RIDGE SEC #1	PUD	\$ 51,995.00	250	
1 & 2 FAMILY, ADD OR ALTER	OKLAHOMA COATINGS & DESIGN	2529	4/27/22	622 E	GRAY	ST	21	31	LOS COLINAS SEC #1	R1	\$ 29,000.00	621	
1 & 2 FAMILY, ADD OR ALTER	OWNER	2542	4/27/22	9996	GERONIMO	DR	4	2	PARSONS ADDITION	R1	\$ 120,000.00	491	
1 & 2 FAMILY, ADD OR ALTER	LAWRENCE, JIM	2549	4/27/33	316	STONEHAVEN	DR	14	3	NOT SUBDIVIDED	A2	\$ 25,000.00	1400	
1 & 2 FAMILY, ADD OR ALTER	LG CONTRACTING & BUILDING LLC	2588	4/27/27	644	MONTELLA RIDGE	DR	2	4	TRAILS ADD	R1	\$ 15,000.00	60	
1 & 2 FAMILY, ADD OR ALTER	WH CONSTRUCTION LLC	2694	4/27/33	4601	ISABELLA	RD	10	2	CASCADE ESTATES PUD #1	PUD	\$ 2,350.00	240	
1 & 2 FAMILY, ADD OR ALTER	LAW CONSTRUCTION	2736	4/27/39	518 S	LAHOMA	AVE	17	3	MONTECITO RANCH	PUD	\$ 26,000.00	2620	
1 & 2 FAMILY, ADD OR ALTER	LAW CONSTRUCTION	2737	4/27/39	815 S	LAHOMA	AVE	32	8	QUALBROOK ADD #1	R1	\$ 5,000.00	392	
1 & 2 FAMILY, ADD OR ALTER	OWNER	2893	4/27/42	7901 E	STATE HWY 9	CT	5	1W	FOUNTAIN GATE	R1	\$ 15,000.00	1242	
1 & 2 FAMILY, ADD OR ALTER	POWER ROOFING & CONSTRUCTION	2924	4/27/41	2011	TRAILPINE	CT	3	4	NORMANDY MANOR	R1	\$ 1,500.00	432	
1 & 2 FAMILY, CARPORT	TK KECK ENTERPRISE	2450	4/27/13	12501	APPLEWOOD	LN	12	1W	TRAILS ADD #3	R1	\$ 3,800.00	270	
1 & 2 FAMILY, PAVING	A & L CONCRETE	2254	4/27/10	3517	TAYPORT	ST	13	4	PARKVIEW ADDITION	R3	\$ 10,000.00	1658	
1 & 2 FAMILY, PAVING	GARCIA CONCRETE	2321	4/27/13	3400	PALOMINO	WAY	9	2	PARKVIEW ADDITION	R3	\$ 10,000.00	1658	
1 & 2 FAMILY, PAVING	MARCO'S CONCRETE	2366	4/27/20	502	KENSINGTON	RD	3	2	SHERWOOD FOREST #4	R1	\$ 7,000.00	830	
1 & 2 FAMILY, PAVING	SHEPPARD CONCRETE	2392	4/27/15	4712	FOUNTAIN GATE	DR	2	1	HALL PARK #2	R1	\$ 5,000.00	934	
1 & 2 FAMILY, PAVING	HOUCK, WILLIAM	2425	4/27/19	824	DOUGLAS	DR	13	1	BELLATONA SEC #1	R1	\$ 11,550.00	2	
1 & 2 FAMILY, PAVING	ROWLAND, THOMAS	2438	4/27/20	2904	MARIGOLD	TRL	7	2	HIGHLAND ADDITION	R2	\$ 15,576.00	3	
1 & 2 FAMILY, PAVING	GRE-TAL CONCRETE LLC	2521	4/27/25	422	PARK	DR	14	2	HALL PARK	R1	\$ 52,731.00	10	
1 & 2 FAMILY, PAVING	GRE-TAL CONCRETE LLC	2522	4/27/25	418	PARK	DR	15	2	ARBOR LAKE ADD #5	R1	\$ 66,751.00	9	
1 & 2 FAMILY, PAVING	SHEPPARD CONCRETE	2687	4/27/29	1159	ROBINHOOD	LN	18	2	BROOKHAVEN #07	R1	\$ 44,750.00	2	
1 & 2 FAMILY, PAVING	STEWART CONCRETE CONST.	2672	4/27/41	1805	ASSBURY	PL	11	4	BROOKHAVEN #12	R1	\$ 12,350.00	2	
1 & 2 FAMILY, SOLAR	ADT SOLAR, LLC	2129	4/27/18	3602	MISTWOOD	PL	15	6	SUMMIT VALLEY	R1	\$ 20,000.00	8	
1 & 2 FAMILY, SOLAR	OKIE SOLAR	2278	4/27/27	135 W	HIMES	ST	20	19	EAGLE CLIFF SOUTH ADD #7	R1	\$ 15,000.00	4	
1 & 2 FAMILY, SOLAR	ADT SOLAR, LLC	2279	4/27/20	2319	ROCKWOOD	LN	36	1	WOODCREST EST #4	R1	\$ 75,720.00	18	
1 & 2 FAMILY, SOLAR	ADT SOLAR, LLC	2399	4/27/13	4813	WELLMAN	WAY	1	2	SUTTON PLACE ADD #2	R1	\$ 28,000.00	6	
1 & 2 FAMILY, SOLAR	ARROWPOINT ENERGY, LLC DBA ARRO	2427	4/27/15	4107	STRATFORD	LN	9	1	TRAILWOODS SEC 11	PUD	\$ 29,530.00	7	
1 & 2 FAMILY, SOLAR	ADT SOLAR, LLC	2458	4/27/18	3805	CEDARBROOK	DR	9	1	ST JAMES PARK ADD 8	R1	\$ 41,477.00	14	
1 & 2 FAMILY, SOLAR	MY ROOF	2518	4/27/28	3216	VALLEY HOLLOW	DR	19	1	HIDDEN MEADOWS ESTATES	A2	\$ 72,000.00	2400	
1 & 2 FAMILY, SOLAR	MY ROOF	2519	4/27/28	101	SANDSTONE	DR	8	1	NOT SUBDIVIDED	A2	\$ 50,000.00	2000	
1 & 2 FAMILY, SOLAR	EIGHTTWENTY	2540	4/27/25	1120	OSPREY	DR	7	1	MCNAMEE ADD	R1	\$ 26,000.00	400	
1 & 2 FAMILY, SOLAR	ARROWPOINT ENERGY, LLC DBA ARRO	2561	4/27/22	2726	FOREST OAKS	CIR	5	3	STARBUCK ADD	R1	\$ 5,000.00	192	
1 & 2 FAMILY, SOLAR	MY ROOF	2688	4/27/28	200	WILDERNESS	DR	12	5	CASCADE ESTATES PUD #1	PUD	\$ 2,350.00	240	
1 & 2 FAMILY, SOLAR	SOLAR POWER OF OKLAHOMA	2727	4/27/34	713	BLUE FISH	CT	8	4	REDBUD ESTATES	RE	\$ 45,000.00	1200	
1 & 2 FAMILY, SOLAR	SOLAR POWER OF OKLAHOMA/FORMER	2735	4/27/34	2000	SOUTHAMPTON	DR	24	2	H & L #5 (SURVEY)	A2	\$ 25,856.00	900	
1 & 2 FAMILY, STORAGE BLDG	RAMEY STEEL CONSTRUCTION	1897	4/27/40	8151	SAND HILL	CT	34	1W	TIMBERLINE ESTATES	RE	\$ 40,000.00	1440	
1 & 2 FAMILY, STORAGE BLDG	OWNER	2123	4/27/18	2247	60TH	AVE	19	1W	NOT SUBDIVIDED	A2	\$ 12,511.00	336	
1 & 2 FAMILY, STORAGE BLDG	OWNER	2155	4/27/15	813 W	COMANCHE	ST	6	1	BENT OAKS RANCH (SURVEY)	A2	\$ 34,000.00	1080	
1 & 2 FAMILY, STORAGE BLDG	OWNER	2197	4/27/22	501	FENWICK	CT	12	1	NOT SUBDIVIDED	A2	\$ 13,000.00	600	
1 & 2 FAMILY, STORAGE BLDG	A & L CONCRETE	2254	4/27/19	3917	TAYPORT	ST	13	1	OAKRIDGE EST #3	RE	\$ 14,000.00	720	
1 & 2 FAMILY, STORAGE BLDG	GOTCHA COVERED INC.	2260	4/27/28	301	FLOYD	AVE	5	2	NOT SUBDIVIDED	A2	\$ 111,248.00	4900	
1 & 2 FAMILY, STORAGE BLDG	BETTER BARNS	2261	4/27/13	17400	BLACKBERRY	RD	3	1E	BOONE'S RIDGEWOOD EST	A2	\$ 21,340.00	1200	
1 & 2 FAMILY, STORAGE BLDG	OWNER	2344	4/27/14	12729	BURR OAK	DR	9	2	NOT SUBDIVIDED	A2	\$ 5,217.00	400	
1 & 2 FAMILY, STORAGE BLDG	DERKSEN PORTABLE BUILDINGS	2364	4/27/13	11500 E	STELLA	RD	26	1W	NOT SUBDIVIDED	A2	\$ 20,000.00	960	
1 & 2 FAMILY, STORAGE BLDG	THE BERRYS CUSTOMS POLE BARNS	2369	4/27/13	4900	108TH	AVE	22	1W	NOT SUBDIVIDED	A2	\$ 3,400.00	360	
1 & 2 FAMILY, STORAGE BLDG	HADLOCK, DUSTON	2444	4/27/25	8913 E	ROCK CREEK	RD	18	1W	TOWN & COUNTRY ESTATES	R1	\$ 20,000.00	960	
1 & 2 FAMILY, STORAGE BLDG	STALLION STEEL BUILDINGS	2477	4/27/19	9216	BLACKJACK	TRL	4	1	MORNING DOVE ACRES 1917-1	A2	\$ 11,135.00	320	
1 & 2 FAMILY, STORAGE BLDG	PERRY, BRAD	2478	4/27/26	6000	108TH	LN	3	1W	ENCHANTED HOLLOW EST. (NR COBI)	A2	\$ 35,000.00	320	
1 & 2 FAMILY, STORAGE BLDG	GOBER POST FRAME CONSTRUCTION	2514	4/27/20	5120	BAINS	LN	3	1W					
1 & 2 FAMILY, STORAGE BLDG	CAROLINA CARPORTS INC.	2517	4/27/33	4915	CEDAR	LN	3	1W					
1 & 2 FAMILY, STORAGE BLDG	T & B CONCRETE	2675	4/27/36	231 N	CRESTMONT	AVE	11	1					
1 & 2 FAMILY, STORAGE BLDG	MASON, JERRY	2676	4/27/33	15280 E	ROCK CREEK	RD	21	1E					
1 & 2 FAMILY, STORAGE BLDG	BLUE STAR HOMES	2690	4/27/34	4851	96TH	AVE	22	1W					
1 & 2 FAMILY, STORAGE BLDG	405 DECKS	2799	4/27/40	3311	EVERTON	CT	11	3					
1 & 2 FAMILY, STORAGE BLDG	OWNER	2859	4/27/39	11200	MYSTIC ISLE	CT	35	1W					

1 & 2 FAMILY, SWIMMING POOL	PMH CONSTRUCTION, LLC.	924	44729	415	LAKE GROVE	CT	4	5	HIGHLAND VILLAGE ADD SEC 6	R1	\$	81,173.00	056
1 & 2 FAMILY, SWIMMING POOL	ANTLER POOLS & PATIOS	1007	44727	4701 N	PORTER	AVE	8	2W	NOT SUBDIVIDED	A2	\$	113,000.00	1610
1 & 2 FAMILY, SWIMMING POOL	SPARTAN POOLS & PATIO	1055	44752	3801	WARROGATE	DR	13	3	BROOKHAVEN #31	R1	\$	85,000.00	520
1 & 2 FAMILY, SWIMMING POOL	SPARTAN POOLS & PATIO	1709	44733	5021	KATHY LYNN	DR	15	1	ARBOR LAKE ADD #4	R1	\$	60,000.00	545
1 & 2 FAMILY, SWIMMING POOL	MARS INSTALLATION	2307	44713	601	SHRILL	ST	8	2	SUTTON PLACE ADD #7	R1	\$	74,500.00	450
1 & 2 FAMILY, SWIMMING POOL	COUNTRY LEISURE	2345	44714	3009	WARRINGTON	WAY	9	1	CARRINGTON PLACE ADD #3	R1	\$	12,155.00	346
1 & 2 FAMILY, SWIMMING POOL	GALAXY POOL CONSTRUCTION	2453	44727	4135	CARRINGTON	LN	20	1	CARRINGTON PLACE ADD #9	R1	\$	67,068.00	1162
1 & 2 FAMILY, SWIMMING POOL	BLUE HAVEN POOLS OF OK	2545	44729	5050	JUNCTON	RD	12	2W	NOT SUBDIVIDED	A2	\$	100,000.00	1118
1 & 2 FAMILY, SWIMMING POOL	AQUATIC DESIGNS POOL & SPA	2548	44739	1721	WELLESLEY	CT	2	6	HALL PARK #3	R1	\$	80,000.00	800
1 & 2 FAMILY, SWIMMING POOL	LOPEZ, VICTOR & LOPEZ, DEISY	2784	44736	110	ALAMOSA	RD	3	1	LITTLE RIVER TRAILS SEC #2	PUD	\$	150,000.00	840
1 & 2 FAMILY, SWIMMING POOL	POOLS AND SPAS BY DESIGN, INC	2817	44740	914	LITTLE RIVER	RD	5	1	WILDWOOD HILLS ESTATES	RE	\$	103,375.00	1220
1 & 2 FAMILY, SWIMMING POOL	ROSE HILL BUILDERS	2855	44742	2003	ITHACA	DR	8	2	HALL BROOKE ADD #4	R1	\$	125,000.00	1535
1 FAMILY, MANUFACTURED HOME	OWNER	2210	44720	5750	72ND	AVE	6	1W	HOPE VALLEY EST 1 & 2	A2	\$	112,400.00	1308
1 FAMILY, NEW CONSTRUCTION	SKYRIDGE HOMES, INC.	1926	44729	711	SIENA SPRNGS	DR	8	3	SIENA SPRINGS ADD #1	PUD	\$	305,000.00	3109
1 FAMILY, NEW CONSTRUCTION	SKYRIDGE HOMES, INC.	1926	44729	721	SIENA SPRNGS	DR	3	3	SIENA SPRINGS ADD #1	PUD	\$	344,950.00	3348
1 FAMILY, NEW CONSTRUCTION	SKYRIDGE HOMES, INC.	1929	44729	731	SIENA SPRNGS	DR	7	3	SIENA SPRINGS ADD #1	PUD	\$	305,000.00	3106
1 FAMILY, NEW CONSTRUCTION	SKYRIDGE HOMES, INC.	1932	44729	1050	SIENA SPRNGS	DR	11	1	SIENA SPRINGS ADD #1	PUD	\$	344,400.00	3346
1 FAMILY, NEW CONSTRUCTION	TUCKER HOUSE, LLC	1945	44727	1430	GRAY FOX	DR	8	1	FROST CREEK ADD.	PUD	\$	590,000.00	4128
1 FAMILY, NEW CONSTRUCTION	SHERIDAN HOMES, LLC	2258	44734	503	GREENS	PKY	9	1	HIGHLAND VILLAGE ADD SEC 10	R1	\$	335,300.00	3280
1 FAMILY, NEW CONSTRUCTION	LAVASTIDA, GENE	2289	44714	10101 E	LUNDSEY	ST	34	1W	NOT SUBDIVIDED	A2	\$	453,040.00	4874
1 FAMILY, NEW CONSTRUCTION	BLOOM FINE HOMES, LLC	2314	44727	3210	WATFORD	CT	13	5	ST JAMES PARK ADD 5	R1	\$	297,840.00	3012
1 FAMILY, NEW CONSTRUCTION	TUCKER HOUSE, LLC	2316	44729	1431	GRAY FOX	DR	11	2	FROST CREEK ADD.	PUD	\$	785,000.00	5306
1 FAMILY, NEW CONSTRUCTION	BLUESTEM BUILD LLC	2318	44718	320	SHRILL	ST	48	1	SUTTON PLACE ADD #7	R1	\$	259,020.00	2795
1 FAMILY, NEW CONSTRUCTION	R & R HOMES	2591	44735	3117	LANGLEY	DR	20	5	ST JAMES PARK ADD 3	R1	\$	259,000.00	2835
1 FAMILY, NEW CONSTRUCTION	R & R HOMES	2601	44735	3010	BIRMINGHAM	DR	6	6	ST JAMES PARK ADD 5	R1	\$	295,380.00	3217
1 FAMILY, NEW CONSTRUCTION	R & R HOMES	2602	44735	2503	CHARLTON	DR	15	6	ST JAMES PARK ADD 5	R1	\$	284,200.00	3025
1 FAMILY, NEW CONSTRUCTION	R & R HOMES	2604	44735	3100	BIRMINGHAM	DR	6	6	ST JAMES PARK ADD 5	R1	\$	259,000.00	2830
1 FAMILY, NEW CONSTRUCTION	R & R HOMES	2605	44735	3208	BIRMINGHAM	DR	6	5	ST JAMES PARK ADD 5	R1	\$	265,300.00	2675
1 FAMILY, NEW CONSTRUCTION	R & R HOMES	2606	44735	3214	WATFORD	CT	14	5	ST JAMES PARK ADD 5	R1	\$	269,500.00	2810
1 FAMILY, NEW CONSTRUCTION	R & R HOMES	2607	44735	3113	LANGLEY	DR	21	5	ST JAMES PARK ADD 3	R1	\$	289,590.00	2990
1 FAMILY, NEW CONSTRUCTION	R & R HOMES	2608	44735	2503	EVERTON	LN	17	5	ST JAMES PARK ADD 5	R1	\$	284,200.00	3025
1 FAMILY, NEW CONSTRUCTION	R & R HOMES	2610	44735	2515	CHARLTON	DR	12	6	ST JAMES PARK ADD 5	R1	\$	273,000.00	3005
1 FAMILY, NEW CONSTRUCTION	R & R HOMES	2612	44735	2507	CHARLTON	DR	14	6	ST JAMES PARK ADD 5	R1	\$	289,600.00	2935
1 FAMILY, NEW CONSTRUCTION	NATIVE CUSTOM BUILDERS	2614	44734	7312	LANDSAW	DR	2	5	REDBUD ESTATES	RE	\$	419,815.00	4305
1 FAMILY, NEW CONSTRUCTION	BLOOM FINE HOMES, LLC	2679	44734	3300	BIRMINGHAM	DR	6	4	ST JAMES PARK ADD 5	R1	\$	295,680.00	3074
1 FAMILY, NEW CONSTRUCTION	OWNER	2691	44728	4103	BATH	AVE	9	1W	HENDERSON ESTATES NCOS 2122-11	A2	\$	280,000.00	2500
1 FAMILY, NEW CONSTRUCTION	INTEGRITY CONSTRUCTION & DEV	2732	44741	5701	POST OAK	RD	13	2W	JOHN DALTON RIDGE COS 2021-15	A2	\$	675,000.00	4752
1 FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP	2341	44714	3030	WISTER	RD	1	2	GREENLEAF TRAILS ADD 11	PUD	\$	250,000.00	2186
1 FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP	2342	44714	3035	WISTER	RD	2	2	GREENLEAF TRAILS ADD 11	PUD	\$	250,000.00	2408
1 FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP	2343	44714	604	CHILLMARK	RD	3	12	VINEYARD PHASE II	R1	\$	520,000.00	3958
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	2398	44721	3105	WISTER	RD	2	1	GREENLEAF TRAILS ADD 11	PUD	\$	235,690.00	2251
1 FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP	2451	44719	4505	BELLINGHAM	LN	7	1	CARRINGTON PLACE ADD #14	R1	\$	750,000.00	4541
1 FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP	2479	44720	3142	WISTER	RD	15	2	GREENLEAF TRAILS ADD 11	PUD	\$	250,000.00	2295
1 FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP	2480	44720	3145	WISTER	RD	15	2	GREENLEAF TRAILS ADD 11	PUD	\$	270,000.00	2355
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	2509	44721	1008	MOUNT IRVING	WAY	2	3	RED CANYON RANCH SEC 7	PUD	\$	505,320.00	3048
1 FAMILY, NEW CONSTRUCTION	HOMES CREATIONS, INC.	2511	44721	2311	ARCADY	AVE	5	2	BELLATONA SEC #3	R1	\$	230,400.00	2204
1 FAMILY, NEW CONSTRUCTION	HOMES CREATIONS, INC.	2513	44721	2310	ARCADY	AVE	5	5	BELLATONA SEC #3	R1	\$	239,120.00	2240
1 FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP	2587	44727	651	VILLAVERDE	CT	5	2	MONTORO RIDGE SEC #1	PUD	\$	600,000.00	4308
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	2703	44735	3809	BLACK MESA	RD	17	3	RED CANYON RANCH SEC 7	PUD	\$	325,780.00	3340
1 FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP	2719	44734	919	VILLAVERDE	DR	2	1	MONTORO RIDGE SEC #2	PUD	\$	610,000.00	4578
1 FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP	2827	44742	4512	BELLINGHAM	LN	6	2	CARRINGTON PLACE ADD #14	R1	\$	730,000.00	4551
1 FAMILY, NEW CONSTRUCTION	LAW CONSTRUCTION	2189	44742	617	LAKEWOOD	DR	21	1	BROAD ACRES SEC 1	R1	\$	371,000.00	3752
1 FAMILY, NEW CONSTRUCTION	SHERIDAN HOMES, LLC	2525	44725	4021	DORNOCH	LN	4A	2	CASCADE ESTATES PUD #7	PUD	\$	312,200.00	3135
1 FAMILY, NEW CONSTRUCTION	SHERIDAN HOMES, LLC	2538	44739	3108	TERRACE PARK	TRL	3	4	HIGHLAND VILLAGE ADD SEC 7	PUD	\$	324,800.00	3274
3+ FAMILY, FOUNDATION PERMIT	CSO DEVELOPMENT	2290	44734	2001W	APACHE	ST	5	7	LARSH ADD #1	R3	\$	60,000.00	2711
SEASONAL STORAGE CONTAINER	VRGN, GERALD BLAKE JR.	2223	44719	404 S	PETERS	AVE	12	4	CLASSEN-MILLER ADDITION	R1	\$	-	0
TEMPORARY ROLL-OFF, OTHER	SOONER THEATRE	1620	44718	110 E	MAIN	ST	5	6	NORMAN, ORIGINAL TOWNSHIP	C3	\$	-	40
TEMPORARY ROLL-OFF, OTHER	ARIA DEVELOPMENT, LLC	2487	44718	1915	CLASSEN	BLVD	1	1	CLASSEN LANDING ADDITION	C2	\$	-	0
TEMPORARY ROLL-OFF, OTHER	HORIZON REALTY ADVISORS	2493	44718	730	STINSON	ST	1	1	THE LODGE AT STINSON	RM6	\$	-	0
TEMPORARY ROLL-OFF, OTHER	LRM, INC.	2515	44719	800 N	BERRY	RD	2	C	WOODSLAWN ADD #3	C1	\$	-	0
TEMPORARY ROLL-OFF, OTHER	BRECKENRIDGE GROUP NORMAN	2590	44722	1300	STEAMBOAT	WAY	1	1	ASPEN HEIGHTS NORMAN, 1ST ADD	PUD	\$	-	0
TEMPORARY ROLL-OFF, OTHER	BETA ETA HOUSING CORPORATION	2671	44727	1501	ELM	AVE	6	2W	NOT SUBDIVIDED	R3	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	WILSON LIVING TRUST	2386	44713	1220	NEWSBURY	DR	6	5	PARK PLACE ADD	R1	\$	-	40
TEMPORARY ROLL-OFF, RESIDENTIAL	MEDLEY, STEPHEN	2411	44714	10400 E	BOYD	ST	24	1W	WINDYKERE HEIGHTS	A2	\$	-	40
TEMPORARY ROLL-OFF, RESIDENTIAL	JAWED, FARHAN	2547	44720	409	LITCHFIELD	LN	2	3	BROOKHAVEN #33	R1	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	LAVARRE, DEANNA KAY	2565	44721	4510	168TH	AVE	9	1E	NOT SUBDIVIDED	A2	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	MCINTYRE, JAMES	2565	44726	808	SHERWOOD	DR	22	1	MORNINGSIDE	R1	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	SAVASTANO, FRANK	2765	44733	415	KANSAS	ST	20	12	NORMAN HEIGHTS ADDITION	R1	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	CALVERT, RICHARD	2927	44741	700	REED	AVE	1	6	MORNINGSIDE	R1	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	ELLIOTT, KENNETH E	2929	44741	1608	OAKCREST	AVE	7	14	OAKHURST ADD #05	R1	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	MARTINIAN CYNTHIA	2954	44742	7001 E	STATE HWY 9	AVE	5	1W	NOT SUBDIVIDED	A2	\$	-	0

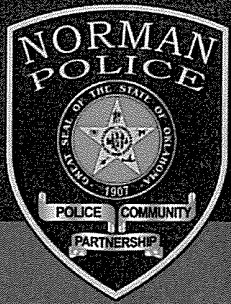
TOTAL PERMITS (EXCLUDING TEMP ROLL-OFF)		129	AVERAGE VALUATION TOTAL VALUATION	\$ \$	143,082 18,457,619	AVERAGE PROJECT AREA TOTAL PROJECT AREA	1,678 194,625	(SOLAR PERMITS - PROJECT AREA NOT INCLUDED)
Permit Type	Permit Counts	Unit Count	Valuation			Permit Type	Permit Counts	
1 & 2 FAMILY, STORM SHELTER	14		\$ 69,109			RESIDENTIAL STORAGE CONTAINER	0	
1 & 2 FAMILY, ADD OR ALT	16		\$ 1,021,485			TEMPORARY ROLL-OFF, RESIDENTIAL	9	
1 & 2 FAMILY, CARPORT	1		\$ 3,400			TEMPORARY ROLL-OFF, OTHER	6	
1 & 2 FAMILY, FIRE REPAIR	0		\$ -			SEASONAL STORAGE CONTAINER	1	
1 & 2 FAMILY, PAVING	10		\$ 85,650					
1 & 2 FAMILY, SOLAR	13		\$ 443,435					
1 & 2 FAMILY, STORAGE BLDG	20		\$ 571,075					
1 & 2 FAMILY, SWIMMING POOL	12		\$ 1,011,209					
1 FAMILY, MANUFACTURED HOME REPLACEMENT	0		\$ -					
1 FAMILY, MANUFACTURED HOME NEW	1		\$ 112,400					
1 FAMILY, NEW CONSTRUCTION	41		\$ 15,079,786					
2-FAMILY, NEW CONSTRUCTION	0		\$ -					
3-FAMILY, NEW CONSTRUCTION	0		\$ -					
3-FAMILY, FIRE REPAIR	0		\$ -					
3-FAMILY, FOUNDATION	1		\$ 60,000					
3-FAMILY, ADD/ALT	0		\$ -					
GROUP QUARTERS	0		\$ -					
GROUP QUARTERS	0		\$ -					
GROUP QUARTERS	0		\$ -					
TOTAL	129		\$ 18,457,619			TOTAL DEMO-NET DWELLING UNITS	-2	

City of Norman
BUILDING PERMITS AND INSPECTIONS

NON-RESIDENTIAL BUILDING PERMITS
Issued June 2022- Sorted by Permit Type

Permit Type	Contractor	Tenant Name	Permit #	Issued	Street #	Dir	Street Name	Street Type	Lot	Block	Subdivision	Zoning	Valuation	Project Area									
COMMERCIAL, ADD/ALT	MANHATTAN CONSTRUCTION	NPS-TRUMAN ELEMENTARY MUSIC/SAFE ROOM ADDITION	347	5/30/2022	500		PARKSIDE	RD	27	3W	NOT SUBDIVIDED/SCHOOL LAND	A2	\$ 1,828,982	4875									
COMMERCIAL, ADD/ALT	MANHATTAN CONSTRUCTION	NPS-TRUMAN ELEMENTARY HEALTH CLINIC/LOUNGE	348	6/30/2022	600		PARKSIDE	RD	27	3W	NOT SUBDIVIDED/SCHOOL LAND	A2	\$ 75,000	1898									
COMMERCIAL, ADD/ALT	TATCO CONSTRUCTION	CASEY'S GENERAL STORE	828	6/5/2022	2316 W		LINDSEY	ST	1	3W	K-M ADD NO 1	C2	\$ 1,349,835	3177									
COMMERCIAL, ADD/ALT	SENECA COMPANIES	CASEY'S GENERAL STORE	830	6/10/2022	2320 W		MAIN	ST	1		JENNINGS ESTATES #1	C2	\$ 1,317,780	2304									
COMMERCIAL, ADD/ALT	MAPP BUILT/CONSTRUCTION	RAISING CAJINS	1348	6/30/2022	765		ASP	AVE	49	2	LARSH'S UNIVERSITY ADD	C3	\$ 2,000,000	4512									
COMMERCIAL, ADD/ALT	YANG, DEREK	DS CANNABIS INTERIOR GROW	2008	6/3/2022	3000		12TH	AVE	13	3W	NOT SUBDIVIDED	I1	\$ 200,000	10907									
COMMERCIAL, ADD/ALT	NEXIUS	AT&T ANTENNAS	2192	6/23/2022	3099 E		IMHOFF	RD	3	2W	NOT SUBDIVIDED	CO	\$ 15,000	100									
COMMERCIAL, ADD/ALT	BURGER, CYNTHIA	THE CHILDS ROOM	2207	6/2/2022	927 N		FLOOD	AVE	1	1	ARTESIAN PROP	C2	\$ 2,000	600									
COMMERCIAL, ADD/ALT	OKLAHOMA COATINGS & DESIGN	NEW LIFE BIBLE CHURCH	2331	6/9/2022	3308		BROCE	CT	7	1	BROCE INDUSTRIAL PARK #1	I1	\$ 85,000	3984									
COMMERCIAL, ADD/ALT	CAMC, LLC	BENJENUTIS PATIO ROOF	2520	6/21/2022	105 W		MAIN	ST	1	66	NORMAN, ORIGINAL TOWNSHIP	C3	\$ 10,000	618									
COMMERCIAL, ADD/ALT	SABRE INDUSTRIES	T-MOBILE ANTENNAS	2531	6/14/2022	12999 E		IMHOFF	RD	1	1W	NOT SUBDIVIDED	A2	\$ 16,500	100									
COMMERCIAL, ADD/ALT	BUSINESS OWNER/LEASEE	PUSH XOTICS DISPENSARY	2544	6/16/2022	1017 N		FLOOD	AVE	1	1	ARTESIAN PROPERTIES II	C2	\$ 30,000	1063									
COMMERCIAL, ADD/ALT	SABRE INDUSTRIES	T-MOBILE ANTENNAS	2567	6/14/2022	10790 E		LINDSEY	ST	3	1W	NOT SUBDIVIDED	A2	\$ 16,500	100									
COMMERCIAL, ADD/ALT	VELEX	AT&T ANTENNAS	2584	6/22/2022	5511 E		LINDSEY	ST	36	2W	NOT SUBDIVIDED	A2	\$ 10,000	100									
COMMERCIAL, FOUNDATION PERMIT	CROSSLAND CONSTRUCTION CO, INC.	NORMAN SENIOR WELLNESS FOUNDATION	1573	5/8/2022	602 N		FINDLAY	AVE	7	1	NORTHEAST ADD	R1	\$ 569,000	30000									
COMMERCIAL, FOUNDATION PERMIT	HUGH SPRAGUE CONST. MANAGERS	NE BAPTIST CHURCH FOUNDATION	2459	5/7/2022	905 E		ROCK CREEK	RD	1	1	NORTHEAST BAPTIST CHURCH	R1	\$ 93,000	9652									
COMMERCIAL, INTERIOR FINISH	LAKESIDE COMMERCIAL BUILDERS	STARBUCKS COFFEE	719	8/2/2022	3725 N		FLOOD	AVE	1A	2	TECUMSEH ROAD BUSINESS PARK #2	PUD	\$ 425,000	1389									
COMMERCIAL, INTERIOR FINISH	PRECISION BUILDERS, LLC	DR. ROWE CHIROPRACTOR	2448	6/15/2022	2751		36TH	AVE	1	1	36TH NORTH BUSINESS PARK	PUD	\$ 45,000	877									
COMMERCIAL, INTERIOR FINISH	LANDMARK FINE HOMES, LP	LANDMARK FINE HOMES OFFICE #101	4118	6/7/2022	4361		ADAMS	RD	4	3	FRANKLIN BUSINESS PARK SEC 3	C2	\$ 150,000	2738									
COMMERCIAL, INTERIOR FINISH	LANDMARK FINE HOMES, LP	LANDMARK FINE HOMES OFFICE #111	4119	6/7/2022	4361		ADAMS	RD	4	3	FRANKLIN BUSINESS PARK SEC 3	C2	\$ 75,000	1369									
COMMERCIAL, INTERIOR FINISH	LANDMARK FINE HOMES, LP	LANDMARK FINE HOMES OFFICE #121	4120	6/7/2022	4361		ADAMS	RD	4	3	FRANKLIN BUSINESS PARK SEC 3	C2	\$ 75,000	1422									
COMMERCIAL, NEW CONSTRUCTION	CROSSLANDS CONSTRUCTION	LEARNING EXPERIENCE DAY CARE	854	6/6/2022	3301		24TH	AVE	4A	1	UNIVERSITY NORTH PARK PROF. CTR	PUD	\$ 3,200,000	10000									
COMMERCIAL, NEW CONSTRUCTION	BL CONSTRUCTION/BRIGHT	VERIZON WIRELESS TOWER	1176	6/10/2022	7795 E		INDIAN HILLS	RD	32	1W	NOT SUBDIVIDED	A2	\$ 125,000	1000									
COMMERCIAL, NEW CONSTRUCTION	SPEIR COMMERCIAL & INDUSTRIAL	JOHNSON CONTROLS SOLAR PANEL	2033	6/29/2022	5005		YORK	DR			WESTINGHOUSE ELECTRIC	I1	\$ 1,112,107	83332									
COMMERCIAL, NEW CONSTRUCTION	OWNER	MADDEN FARMS MEDICAL MARIJUANA GROW	2274	6/13/2022	10355 E		LINDSEY	ST	34	1W	WINDEMERE HEIGHTS	A2	\$ 5,000	816									
COMMERCIAL, NEW SHELL BLDG	LANDMARK FINE HOMES, LP	LANDMARK FINE HOMES SHELL #27	4117	6/7/2022	4361		ADAMS	RD	4	3	FRANKLIN BUSINESS PARK SEC 3	C2	\$ 700,000	5528									
TEMPORARY BLDG/CONST TRAILER	MANHATTAN CONSTRUCTION	MANHATTAN CONSTRUCTION TEMP OFFICE/TRAILER	2488	5/9/2022	15951		LITTLE AXE	DR	1	1	ABSENTEE SHAWNEE HEALTH CENTER	PUD	\$ 10,000	440									
TEMPORARY BLDG/CONST TRAILER	CROSSLAND CONSTRUCTION CO, INC.	CROSSLAND CONSTRUCTION TEMP OFFICE/TRAILER	1217	6/1/2022	602 N		FINDLAY	AVE	7	1	NORTHEAST ADD	PUD	\$ 35,000	750									
TEMPORARY BLDG/CONST TRAILER	CROSSLAND CONSTRUCTION CO, INC.	GRIFFIN PARK TEMP OFFICE/TRAILER	2695	5/20/2022	903 N		CARTER	AVE	29	2W	NOT SUBDIVIDED/STATE PROP	UNC	\$ 3,000	2016									
TEMPORARY BLDG/CONST TRAILER	CROSSLANDS CONSTRUCTION	THE LEARNING EXPERIENCE TEMP TRAILER	2776	6/25/2022	3301		24TH	AVE	4A	1	UNIVERSITY NORTH PARK PROF. CTR	PUD	\$ 10,000	320									
TOTAL PERMITS			30	AVERAGE VALUATION		\$ 452,950		AVERAGE PROJECT AREA		6,176													
				TOTAL VALUATION		\$ 13,588,504		TOTAL PROJECT AREA		184,968													
Permit Type	Permit Counts	Valuation	New Construction Business Information (New Construction and New Shell Building)																				
COMMERCIAL, ADD/ALT	14	\$ 6,956,397	Building Size (SF)			Use/Classification			Business														
COMMERCIAL, FOUNDATION PERMIT	2	\$ 662,000	10,000			INSTITUTIONAL			LEARNING EXPERIENCE DAY CARE														
COMMERCIAL, FIRE REPAIR	0	\$ -	83,332			INDUSTRIAL			JOHNSON CONTROLS SOLAR PANEL														
COMMERCIAL, INTERIOR FINISH	5	\$ 770,000	816			INDUSTRIAL			MADDEN FARMS MEDICAL MARIJUANA GROW														
COMMERCIAL, NEW CONSTRUCTION	4	\$ 4,442,107	5,529			OFFICE			LANDMARK FINE HOMES SHELL BUILDING #27														
COMMERCIAL, NEW SHELL BLDG	1	\$ 700,000																					
COMMERCIAL, PARKING LOT	0	\$ -																					
TEMPORARY BLDG/CONST TRAILER	4	\$ 58,000																					
TOTAL			30	\$	13,588,504																		

POLICE 11



NORMAN POLICE DEPARTMENT

MONTHLY DEPARTMENT OVERVIEW



June | 2022

MONTHLY ACTIVITY OVERVIEW

SUMMARY OF REPORTED CRIMES	2022	5-YEAR AVERAGE	2021
MURDER	0	1	0
SEXUAL ASSAULTS	14	13	14
ROBBERY	2	5	3
AGGRAVATED ASSAULTS	14	15	23
BURGLARY OF BUILDING	45	45	31
LARCENY/THEFT	273	231	267
MOTOR VEHICLE THEFT	36	29	43
ARSON	1	0	0
KIDNAPPING	1	2	4
FRAUD/FORGERY	72	68	76
DUI/APC	18	30	18
PUBLIC INTOXICATION	41	50	31
RUNAWAYS	24	23	8
DRUG VIOLATIONS	30	79	16
THREATS/HARASSMENT	38	26	36
VANDALISM	90	82	107
OTHER	518	449	444
TOTAL REPORTED CRIME	916	824	853
TOTAL ARRESTS:	445	541	366
PROTECTIVE CUSTODY:	71	96	82
TOTAL CASE REPORTS*	1,043	1,017	958
COLLISIONS	138	171	166
FATALITY	0	0	0
INJURY	51	57	66
NON- INJURY	87	114	100
NUMBER OF PEOPLE INJURED	78	80	100
CITATIONS & WARNINGS	1,391	3,628	1,286
TRAFFIC CITATIONS	331	1,095	337
TRAFFIC WARNINGS	734	1,663	583
PARKING CITATIONS & WARNINGS	326	870	366

COMMUNICATIONS CENTER ACTIVITY OVERVIEW

911 CALLS TAKEN: 6,203

NON-EMERGENCY CALLS TAKEN: 15,861

TOTAL INCOMING CALLS: 23,725

TOTAL CALLS FOR SERVICE GENERATED: 10,504

POLICE CALLS FOR SERVICE: 7,023

OFFICER INITIATED: 1,661

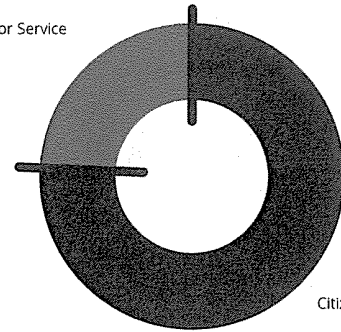
CITIZEN INITIATED: 5,362

OTHER CAD ACTIVITY:

NORMAN FIRE: 1,570

EMSSTAT: 1,876

Officer Initiated Calls for Service
1,661



Citizen Initiated Calls for Service
5,362

INVESTIGATIONS ACTIVITY

CASES CURRENTLY OPEN (2020 TO PRESENT): 317

CASES ASSIGNED DURING THE CURRENT REPORTING PERIOD: 213

CASES CLOSED DURING REPORTING PERIOD: 660

CLEARED BY ARREST / WARRANT: 20

CLEARED BY EXCEPTION: 62

COP FOLLOW-UP: 12

DEACTIVATED: 540

DEACTIVATED DUE TO STAFFING: 22

UNFOUNDED: 4

ANIMAL WELFARE

INTAKES: 350

LIVE RELEASES: 267

LIVE OUTCOME RATE: 94.3%

ANIMALS FOSTERED: 144

ANIMALS LICENSED: 57

VOLUNTEER HOURS: 420

RECORDS

CUSTOMER SERVICE CONTACTS: 1,621

IN-PERSON CONTACTS: 914

PHONE CONTACTS: 707

DEPARTMENT STAFFING

AUTHORIZED COMMISSIONED OFFICER POSITIONS: 171

CURRENT COMMISSIONED OFFICERS: 155 (12 VACANCIES / 4 IN POLICE ACADEMY)

OFFICERS AVAILABLE FOR ASSIGNMENT: 147

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

AUTHORIZED NON-COMMISSIONED POSITIONS: 71

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

CURRENT NON-COMMISSIONED POSITIONS: 60 (11 VACANCIES)

ANIMAL CONTROL 11A

Norman Animal Welfare Monthly Statistical Report June 2022



IN SHELTER ANIMAL COUNTS

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Beginning	53	106	159	83	141	224	65	41%
Ending	79	147	226	101	125	226	0	0%

ANIMAL INTAKES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Stray at Large	131	135	266	120	124	244	(22)	-8%
Owner Relinquish	12	29	41	14	24	38	(3)	-7%
Owner Intended Euth	0	0	0	0	1	1	1	#DIV/0!
Transfer In	0	25	25	0	3	3	(22)	-88%
Other Intakes*	7	0	7	16	2	18	11	157%
Returned Animal	6	5	11	8	5	13	2	18%
TOTAL LIVE INTAKES	156	194	350	158	159	317	(33)	-9%

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

OTHER STATISTICS

	2021		2022		Comparisons	
	Total		Total		Difference	Percent
Wildlife Collected (DOA)	0	0	0	0	0	#DIV/0!
Dog Collected (DOA)	1	1	2	2	1	100%
Cat Collected (DOA)	0	0	1	1	1	#DIV/0!
Wildlife Transferred	0	0	8	8	8	#DIV/0!
Intake Horses	0	0	0	0	0	#DIV/0!
Intake Cows	0	0	0	0	0	#DIV/0!
Intake Goats	0	0	15	15	15	#DIV/0!
Intake Sheep	0	0	0	0	0	#DIV/0!
Intake Rabbits	0	0	43	43	43	#DIV/0!
Intake Pigs	0	0	30	30	30	#DIV/0!
Intake Other	0	0	67	67	67	#DIV/0!
TOTAL OTHER ITEMS	1	1	166	166	165	16500%

LENGTH OF STAY (DAYS)

	2021	2022
Dog	11	16.1
Puppy	8.3	10.3
Cat	17.7	16.9
Kitten	10.2	10.5

OWNER SURRENDER PENDING INTAKE

	Canine	Feline	Other	Total
Animals	183	30	0	213

Norman Animal Welfare Monthly Statistical Report June 2022



LIVE ANIMAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Adoption	54	96	150	71	120	191	41	27%
Return To Owner	46	1	47	40	2	42	(5)	-11%
Transferred Out	26	41	67	15	22	37	(30)	-45%
Returned to Field	0	3	3	0	6	6	3	100%
Other Outcome	0	0	0	0	0	0	0	#DIV/0!
TOTAL LIVE OUTCOMES	126	141	267	126	150	276	9	3%

OTHER ANIMAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Died in Care	0	4	4	0	9	9	5	125%
Lost in Care	0	1	1	0	0	0	(1)	-100%
Shelter Euth	4	7	11	13	14	27	16	145%
Owner Intended Euth	0	0	0	0	0	0	0	#DIV/0!
TOTAL OTHER OUTCOMES	4	12	16	13	23	36	20	125%

TOTAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Total Live Outcomes	126	141	267	126	150	276	9	3%
Total Other Outcomes	4	12	16	13	23	36	20	125%
TOTAL OUTCOMES	130	153	283	139	173	312	29	10%

SHELTER EUTHANASIA DATA

	Canine	Feline	Other	Total	Percentage
Medical - Sick	1	13	0	14	52%
Medical - Injured	0	1	0	1	4%
Behavior - Aggressive	8	0	0	8	30%
Behavior - Other	4	0	0	4	15%
TOTAL EUTHANASIA	13	14	0	27	

MONTHLY LIVE RELEASE RATE

2021	2022
94.3%	88.5%

Live Outcomes / (Total Outcomes - Owner Int Euth)

PUBLIC WORKS 12

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

ENGINEERING DIVISION

DEVELOPMENT

The Development Manager processed one (1) Final Plat and one (1) Preliminary Plat for City Council. The Development Engineer reviewed 33 sets of construction plans and 6 punch lists. There were 129 permits reviewed and/or issued. Fees were collected in the amount of \$9,674.46.

CAPITAL PROJECTS:

Alameda Street Widening Project:

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

Proposed improvements for the Alameda Street Project include:

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

The contractor's activities this month were as follows:

- Continue the water line installation on the north side of Alameda Street between Ridge Lake Drive and 36th Avenue East
- Continue extending the reinforced concrete box (RCB) culverts on Alameda Street between Ridge Lake Boulevard and 36th Avenue East
- Finished constructing the concrete storm inlets for the new storm pipeline system on Alameda Street between Ridge Lake Boulevard and 36th Avenue East
- Started Phase 2 of the Urban Project that required the closure Alameda Street between Ridge Lake Boulevard and 36th Avenue East. Pavement milling within these limits is currently underway.

36th Avenue Northwest Phase 2 Waterline Relocations Project- Tecumseh Road to Market Place:

The City of Norman conducted a bid opening on February 11, 2022, for the 36th Avenue Northwest Phase 2 Waterline Relocations Project. The low bidder was Matthews Trenching Co., Inc. of Oklahoma City, Oklahoma in the amount of \$799,630.00. The Norman City Council awarded the project at the March 8, 2022 City Council Meeting. Construction began on April 18, 2022. This project has a 180-calendar day construction schedule. Staff estimates an October 2022 completion.

The project involves the following items:

- Relocation of approximately 5400 L.F. of 6", 8" and 12" waterline to alleviate conflicts with the future widening of 36th Avenue NW from Franklin Road to Market Place.

The contractor's activities this month were as follows:

- *Bore installed at Crystal Springs Drive*
- *Bores under residential drives on west side of 36th Avenue NW.*
- *Installation of Waterline across Stoops residence frontage.*
- Potholing of existing utilities Between Indian Hills Road and Pioneer Street to identify conflicts

*Monthly Progress Report
Public Works (June 2022)*

Sidewalk Programs:

FYE 2022 Annual Sidewalk Program. Bids were received on June 3, 2021. City Council awarded the contract to Nash Construction Co. in the amount of \$313,109.00, on July 13, 2021. Change Order #1 increasing the Citywide contract amount of \$56,665.00 by \$45,000.00 was approved by City Council on September 28, 2021. Construction began August 10, 2021. The Schools and Arterials, Sidewalks & Trails, Sidewalk Accessibility and Downtown Sidewalk and Curbs projects are complete. To date, we've expended an estimated \$103,529.04 on 51 Citywide projects, which includes the "50/50 program," and have another 14 projects in queue at an estimated cost of \$24,529.51. Proposed Change Order #2 adding an additional \$80,000.00 to the Citywide program is projected to meet City Council on January 18, 2022. If approved, this will extend the program until the end of FYE 2022, or until funds are depleted.

Citywide Sidewalk Reconstruction				
FYE 22 Projects Completed	FYE 22 Citizen Contributions	Total Open Projects	Open Projects Estimate	Open Projects Scheduled: City Responsibility/Resident Participation
51	\$22,558.06	18	\$33,767.46	3

FYE 2022 Capital Improvement Project – 24th Avenue NW. Bids were received on August 5, 2021 and the project was awarded to Parathon Construction by City Council on September 14, 2021. This project addresses a significant portion of the City of Norman's 2018 Americans with Disabilities Act Transition Plan. The 24th Avenue project area is large and is broken down into four phases. This construction addresses Phase I and includes significant repairs along a 1.1-mile sidewalk corridor on 24th Avenue NW, from Main Street to Robinson Street (east side) and comprises 1365 square yards of sidewalk repairs, 800 square yards of driveway approach reconstruction and 216 square yards of ramps and curb cuts. The project began November 8, 2021 and is currently 95% complete. Change Order #1 was approved by Council on December 14, 2021, which increased the contract amount by \$120,066.00 enabling a continuation into Phase II of the project. Phase II consists of the same stretch as Phase I, but along the west side of 24th Avenue NW and is projected to begin March 1, 2022. Phase III and IV, which continues along the east and west sides of 24th Avenue SW, from Main Street to Lindsey Street will be programmed for future years.

The contractor has completed sidewalk, Handicap ramps and driveways on 24th Ave. NW from W. Robinson St. to Hemphill Dr. Parathon Construction is continuing with operations to install sidewalk and handicap ramps on the west side of 24th Avenue from Hemphill Drive to Main Street.

FYE 2023 Sidewalk Concrete Projects. Currently out for advertisement for bids. This contract includes Citywide Sidewalk Reconstruction Project, Sidewalk Accessibility Projects, Sidewalk Program for Schools and Arterials Projects, Downtown Area Sidewalks and Curbs and Sidewalks and Trials. This contract is anticipated to be underway in mid to late summer.

FYE2023 Sidewalk Horizontal Saw Cutting Project. Currently of for advertisement for bids. This contract will be to horizontally saw cut sidewalk tripping hazards in various locations throughout the city. This contract is anticipated to be underway in mid to late summer.

PUBLIC TRANSIT

Vehicle Procurement

- The City is currently in the process of purchasing 2 battery electric buses, the first electric vehicles in the City's fleet. It is anticipated that staff will visit the manufacturing facility while the vehicles are on the assembly line to ensure the vehicles are built to specifications. Delivery of the vehicles is anticipated in August/September 2022. Below is background information on both battery electric bus projects:
 - An authorization to purchase the City's first battery electric transit bus, was approved by Council on May 25, 2021. A purchase order was issued on May 27, 2021 to the manufacturer. Grant funding from Oklahoma Department of Environmental Quality through the Volkswagen Settlement Fund will reimburse approximately 50% of the vehicle purchase price.

*Monthly Progress Report
Public Works (June 2022)*

- An authorization to purchase the City's second battery electric transit bus was approved by Council on August 10, 2021. A purchase order was issued on August 13, 2021 to the manufacturer. Grant funding from FTA's 2021 Low- or No-Emission Vehicle Program will reimburse approximately 70% of the vehicle purchase price. The City's project was 1 of 49 projects selected in the nation.
- Council granted approval for additional funds to be allocated to both bus builds on December 14, 2021. These additional funds were used add charge rails to the top of the busses so that in the future an overhead pantograph charging system could be utilized.
- On June 14, 2022 Council approved a contract with ODOT to utilize Surface Transportation Block Grant (STBG) funds to purchase 2 35' CNG buses. Funds were from FY 2021 and 2022 and the total grant amount is \$959,855 (80%) with the local match requirement at \$239,964 (20%). An Authorization for Purchase will be forthcoming to Council for the purchase of these vehicles.

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

- The Go Norman Transit Plan was approved by resolution by Council at its June 22nd, 2021 meeting. Staff are continuing to move forward on plan recommendations. Recent work includes:
 - The acquisition of property downtown, 320 Comanche Street, to be used as a transit center was approved by Council on January 18, 2022 and finalized with the seller on March 4, 2022. On May 10, 2022 Council then approved a task order for on-call architectural and engineering services with McKinney Partnership Architects P.C. Staff have regular meetings with the architects to finalize renovation plans for the property.
 - On March 8, 2022 Council approved an amendment to a contract with Nelson/Nygaard, the consultant firm hired for the Go Norman Transit Plan. This amendment provided for minor changes to the Go Norman Transit Plan to reflect the property at 320 E Comanche Street to be used as a Transit Center, rather than The Depot. Staff presented the changes to the Council Community Planning and Transportation Committee on June 23, 2022. The next steps are to begin public hearings to receive feedback and finalize the route changes.
 - Staff applied to ACOG's Air Quality Small Grant Program on November 19, 2021, requesting funding to install 80 new bus stops associated with the recommended route changes in the Go Norman Transit Plan. Council supported this application by approving a programming resolution on November 30, 2021 for the project. On January 27, 2022 the ACOG MPO Policy Committee reviewed and approved funding for the list of projects recommend for award, of which Norman's was one. Council approved a contract with ACOG for the project on March 8, 2022. Following the public hearing process, to finalize the route changes, Staff can proceed with the bus stops along the new routes.

Grants

- FY22 RAISE Grant: Staff are awaiting news of an application for purchase and installation of 2 pantograph chargers, providing for in service charging for the new EV buses. Council supported the application by resolution on April 12 and it was submitted on April 14.
- FY22 FTA Bus and Bus Facilities Grant (5339b): Staff are awaiting news of an application proposing to replace 2 CNG 35' fixed route buses and 4 paratransit vans. Council supported the application by resolution on May 24, and it was submitted on May 31.
 - Staff submitted the 2 CNG 35' buses to both the 5339b and 5339c grants, with the request to FTA to fund the replacement through one grant or the other, not both.
- FY22 FTA Low- or No-Emissions Vehicle Program (5339c): Staff are awaiting news of an application proposing to replace 2 CNG 35' fixed route buses. Council supported the application by Resolution on May 24, and it was submitted on May 31.
 - Staff submitted the 2 CNG 35' buses to both the 5339b and 5339c grants, with the request to FTA to fund the replacement through one grant or the other, not both.

*Monthly Progress Report
Public Works (June 2022)*

Regional Transportation Authority (RTA) Updates

- In addition to Midwest City (who withdrew last fall), Del City and Moore expressed their intent on withdrawing from the RTA this past month. An agenda item updating the RTA Trust Indenture due to these departures will be forthcoming to Council. RTA has stated that FY 2023 funding contributions will not change.

Transit Monthly Performance Report

Attached is the transit performance report for May 2022.

STREETS DIVISION

CAPITAL PROJECTS:

SUMMIT VALLEY ADDITION

Streets crews replaced damaged concrete panels on Summit Valley Addition. This repair required 75 cubic yards of concrete and resulted in over 183 square yards repaired.

IMHOFF ROAD: HIGHWAY 9 TO 132ND AVENUE SE – DEEP PATCH

Streets crews worked a deep patch at Imhoff Road: Highway 9 to 132nd Avenue SE and required 1302.54 tons of asphalt for the repair.

144TH AVENUE SE: LINDSEY STREET TO IMHOFF ROAD – DEEP PATCH

Streets crews worked a deep patch at 144TH Avenue SE: Lindsey Street to Imhoff Road and required 156.41 tons of asphalt for the repair.

ASPHALT OPERATIONS:

91ST AVENUE NE AND TECUMSEH ROAD – DEEP PATCH

Streets crews worked a deep patch at 91st Avenue NE and Tecumseh Road and required 7.18 tons of asphalt for the repair.

10100 EAST LINDSEY STREET – DEEP PATCH

Streets crews worked a deep patch at 10100 East Lindsey Street and required 136.13 tons of asphalt for the repair.

8225 EAST INDIAN HILLS ROAD – DEEP PATCH

Streets crews worked a deep patch at 8225 East Indian Hills Road and required 15.14 tons of asphalt for the repair.

JAMES GARNER ROAD AND HYMMES STREET – DEEP PATCH

Streets crews worked a deep patch at James Garner Road and Hymmes Street and required 5.02 tons of asphalt for the repair.

ROCK CREEK ROAD: 72ND AVENUE NE TO 84TH AVENUE NE – DEEP PATCH

Streets crews worked a deep patch at Rock Creek Road: 72nd Avenue NE to 84th Ave NE and required 128.43 tons of asphalt for the repair.

OTHER:

MOWING OF ROADSIDE RIGHTS-OF-WAY

Streets Roadside Mowing crew continued their summer mowing schedule. During June, 2022, 458.20 miles of rural rights-of way and 6,241,651 sq. ft. of urban rights-of-way were mowed.

ROUTINE POTHOLE PATCHING OPERATIONS

This month approximately 2.18 tons of asphalt was utilized in routine pothole patching operations.

STORMWATER

WORK ORDER RESPONSE

Stormwater Division received 17 work order requests and closed 13 work orders.

*Monthly Progress Report
Public Works (June 2022)*

INFRASTRUCTURE MAINTENANCE

The Infrastructure Maintenance crew helped Line Maintenance repair a washout caused by a water line blow out at Colonial Estates Park. They replaced a damaged manhole lid on Ponca Street. The crew repaired a leaking joint in a stormwater pipe at 812 Westridge Terrace. The Infrastructure Maintenance crew hauled off 15 tons of debris from the OU grate at Hwy 9 that the Channel crew removed. The Infrastructure Maintenance crew repaired erosion along 48th in front of Washington Elementary School. The Infrastructure Maintenance crew also cleaned two inlet boxes at Wyle and Avondale on reports of mosquitos living in the boxes. The crew checked on a sinkhole at 4009 Northwich Drive. Due to heavy rainfall in June, the Infrastructure Maintenance crew checked 974 inlets and cleared 417 inlets in Wards 3 and 4, totaling 1.25 tons of debris removed.

CHANNEL MAINTENANCE

The Channel Maintenance crew removed drifts and cleared debris from several locations along Willow Grove, Hollywood, and Bishop Creek, which resulted in 17 tons of debris. The Channel Maintenance Crew was able to mow 1.3 million square feet of stormwater channels. The Channel Maintenance crew cleaned flumes at Cascade and Jona Kay resulting in 3.75 tons of debris removed. They removed low hanging limbs at Oklahoma and Boyd Bridge, and removed five shopping carts from Bishop and Imhoff Channels. The crew also repaired a crack in WPA wall along Lahoma Ave. Due to heavy rainfall in June, the Channel Maintenance crew checked 620 inlets and cleared 62 inlets, totaling 1.5 tons of debris removed.

URBAN STREET SWEEPING/CAMERA VAN OPERATIONS

A total of 451 lane miles were swept in June resulting in the removal of approximately 129.02 tons of debris from various curb lined streets throughout the city. The litter crew removed more than 9.71 tons of litter from channels and ROW in the City of Norman. The crew checked 198 inlets and cleaned 78 inlets totaling .75 tons of debris removed. The Street Division assisted inlet operations by checking 1,161 inlets, and cleaned 135 inlets totaling .50 tons of debris removed from street inlets.

STORMWATER OKIE LOCATES

During the month of May, 3558 Call 811 Okie Spots were received. Of those requests, 113 were stormwater pipe locates, 93 were marked, and 367 were referred to other departments.

CONSTRUCTION SITE STORMWATER MANAGEMENT

Performed 158 inspections.

Issued 0 citations and 0 NOV to active sites.

Issued 3 Earth Change Permits to new projects.

MS4 OPERATIONS

Received and responded to 24 citizen calls.

Conducted 1 outfall inspections.

On June 2, Ms. Chao conducted a municipal good housekeeping inspection at the City of Norman Transit Division.

On June 2, Ms. Chao attended the City View licensing review session with IT.

On June 4, Ms. Chao and Ms. Boteler facilitated a watershed clean-up event at Ruby Grant Park where 10 pounds of trash were removed from the watershed.

On June 6, Ms. Chao conducted a municipal good housekeeping inspection at the City of Norman Line Maintenance and Fleet Divisions.

On June 7, Ms. Chao conducted a municipal good housekeeping inspection at the City of Norman Household Hazardous Waste and Sanitation Transfer Facilities.

*Monthly Progress Report
Public Works (June 2022)*

On June 8, Ms. Chao conducted a municipal good housekeeping inspection at the City of Norman Animal Shelter.

On June 9, Ms. Chao conducted a municipal good housekeeping inspection at the City of Norman Water Treatment and Compost Facilities.

On June 9-10, Mr. Murphy performed flood damage assessments following flooding that occurred on June 7, 2022.

On June 14, Ms. Chao attended the COSWA meeting as a representative for the City of Norman.

On June 15, Mr. Murphy attended the monthly Environmental Control Advisory Board meeting.

On Jun 17, Ms. Boteler and Mr. Shumate facilitated a watershed clean-up event at Lions Park where 10 pounds of trash were removed from the watershed.

On June 21, Mr. Murphy, Mr. O'Leary and Mr. Sturtz attended a meeting with the City Manager and Wards 2 and 4 Council Members concerning funding opportunities for Lower Imhoff Creek.

On June 23, Ms. Chao attended the EPA-hosted webinar "Regional Reflections on Green Infrastructure and Nature-Based Solutions: Gulf Coast and Southeast".

On June 25, Ms. Chao and Ms. Boteler facilitated the "Weed and See" event at Prairie Creek Park where 4 volunteers helped weed the newly installed pollinator garden and planted 30 new milkweed plants.

On June 26 – 29, Mr. Murphy attended the Water Environment Federation Conference in Minneapolis, MN.

On June 27, Ms. Chao attended the Lake Thunderbird Watershed Alliance meeting as a representative for the City of Norman.

On June 29, Ms. Chao conducted a municipal good housekeeping inspection at the City of Norman Sanitation Maintenance Division.

On June 29, Ms. Chao attended a planning meeting for Artful Inlets 2023, which included conducted a survey of existing inlets to evaluate their condition.

On June 30, Ms. Chao attended the 8 hours of operator certification training which covered topics such as inspecting wastewater infrastructure, water loss, and emerging contaminants.

FLEET DIVISION

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

FUEL REPORT

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

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

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

MAINTENANCE REPORT

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

*Monthly Progress Report
Public Works (June 2022)*

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 2022
DEVELOPMENT COORDINATION, ENGINEERING
AND PERMIT REVIEW

Subdivision Development:

FYE 2022 Associated Fees

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

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

City Council Review:

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

\$ 6,050.00

Development Committee:

Final Plats..... 1

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

\$0.00

Subtotal:

\$6,050.00

\$10,830.00

\$87,669.50

Permits Reviewed/Issued:

(includes Offsite Construction fees)

**Single Family..... 35
 ***Commercial..... 9
 Multi-Family..... 1
 Addition/Alteration..... 28
 House Moving..... 1
 Paving Only..... 9
 Storage Building..... 15
 Swimming Pool..... 10
 Storm Shelters..... 8
 Public Improvements..... 1
 Temporary Encroachments..... 2
 Fire Line Pits/Misc..... 1
 Franchise Utilities 7
 Other revenue
 Flood Plain (@\$100.00 each)..... 1

\$40.00	\$0.00	
\$100.00	\$0.00	\$1,400.00
\$3,484.46	\$1,922.13	\$57,051.56
\$9,674.46	\$12,752.13	\$157,101.06
33	46	365
6	7	65

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

* 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 2022

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

KEN DANNER/TODD McLELLAN/JACK BURDETT

	NUMBER OF INSTANCES	PERCENTAGE ACHIEVED
<i>PI #8</i> PREPARE DEVELOPMENT PUNCH LIST WITHIN 1 DAY OF FINAL INSPECTION	6	100%
<i>PI #10</i> SINGLE FAMILY BLDG PERMIT REVIEW W/I 3 DAYS	35	100%
<i>PI #11</i> COMMERCIAL BLDG PERMIT REVIEW W/I 7 DAYS	9	100%
<i>PI #12</i> CONSTRUCTION PLAN REVIEW W/I 10 DAYS	33	100%
<i>PI #13</i> FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS	2	100%



Summary of Services Table: May 2022

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

EMBARC Norman Service Summary	ADP May FY22	FY22 YTD	FY21 YTD	Service Profile	May FY22	May FY21	Apr FY22
Fixed Routes (M-F)	885	206,073	159,718	Weekdays	21	22	21
Fixed Routes (Sat)	486	17,787	13,172	Saturdays	4	5	5
PLUS (M-F)	88	18,278	14,182	Gamedays	0	0	1
-Zone 1*	74	14,955	11,185	Holidays	1	1	0
-Zone 2**	14	3,773	2,997	Weather	4	0	2
PLUS (Sat)***	26	787	520	Fiscal YTD Days	280	276	255
				Cal. YTD Days	126	127	101

* Requires ¾ mile

**Operates only on Weekdays until 7:00 pm

***Operates only in Zone 1

Strategic Performance Measures

MEASURE	FY 22 YTD	FY 22 Targets	
# of Norman fixed-route passenger trips provided	223,860	265,054	▲
# of Norman paratransit trips provided	19,515	19,000	■
% of on-time Norman paratransit pick-ups	98.49%	95.00%	●
# of Norman bus passengers per service hour, cumulative	12.83	13.14	●
# of Norman bus passengers per day, average	799	N/A*	N/A*
% of Norman required paratransit pick-ups denied due to capacity	0.01%	N/A*	N/A*

*These LFR targets are unavailable for this fiscal year. We hope to have them for FY23.

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2022

STREET DIVISION					
	FYE 2022 2022	June FYE 2022 June 2022	Year to Date	Year to Date	FYE 2022
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)	2.18		65.77		
Overlay/pave 10 miles per year.	-	0%	12.25	123%	100%
Replace 2,000 square yards of concrete pavement panels	183.00	9%	3,524.50	176%	100%
Grade all unpaved alleys two (2) times per year. (approximately 210 blocks)	14.00	3%	128.50	31%	100%
Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year	6,251,651.00	49%	25,564,580.50	202%	100%
Mow 148 miles of Rural Right-of-way three times per year	458.20	103%	1,753.70	395%	100%
Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event	-	0%	-	0%	0%
Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event	-	0%	-	0%	0%
Bridge - Maintain 5 non-deficient bridges in a year	3	60%	-	60%	60%
Bridge - Rehab 7 structurally deficient bridges per year through outside contract	1	15%	-	15%	15%
Bridge - Replace one functionally obsolete bridge per year	-	0%	-	0%	0%
Bond Program - Complete all selected projects for the bond year within the same fiscal year		95%	-	95%	95%

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2022

STORMWATER DIVISION					
	FYE 2022 June, 2022	FYE 2022 June, 2022	Year to Date	Year to Date	FYE 2022
PERFORMANCE INDICATORS	ACTUAL	PER CENT	ACTUAL	PER CENT	PROJECTED
Respond to stormwater complaints and drainage concerns within 24 hours of the time reported.	99%	99%	99%	99%	99%
Mechanically sweep 500 curb miles per month (lane miles)	451.00	90%	5,024.00	84%	50%
Inspect and clean 100% of the urban drainage inlets three times per year. (approximately 5,000 locations)	1,161.00	12%	17,120.00	171%	70%
Mow 2,271,548 sq.feet of open drainage ways, six times per year	1,352,200.00	10%	7,876,416.00	58%	90%
Apply chemical vegetative control to open drainage channels, one time per year.	-	0%	-	0%	90%
Permit all earth disturbing operations over 1 acre in size.	3.00	95%	30.00		95%
Permit all floodplain activities as appropriate.	-	0%	15.00		100%
Submit all necessary reports and documentation as required to comply with state stormwater regulations within 15 days of deadlines. (1)	-	0%	1.00		100%
Perform erosion control inspections of permitted sites within 30 days.	158.00	145%	1,345.00		100%
Respond to stormwater complaints within 24 hours of the time reported	24.00	100%	229.00		100%
Inspect City facilities identified as potential stormwater pollution sources.	2.00	33%	4.00		50%
Inspect stormwater outfalls.	1.00	2%	21.00		100%

**FLEET MANAGEMENT
INVENTORY
June 2022**

FUEL

WESTWOOD GOLF	695.0	gallons	DIESEL	@	4.500	\$ 3,127.50
WESTWOOD GOLF	427.0	gallons	UNLEADED	@	4.460	\$ 1,904.42
NORTH BASE	20,195.0	gallons	UNLEADED	@	4.240	\$ 85,626.80
NORTH BASE	22,344.0	gallons	DIESEL	@	4.380	\$ 97,866.72
FIRE STATION #5	305.0	gallons	UNLEADED	@	4.300	\$ 1,311.50
FIRE STATION #5	331.0	gallons	DIESEL	@	4.510	\$ 1,492.81
FIRE STATION #6	382.0	gallons	DIESEL	@	4.510	\$ 1,722.82
FIRE STATION #6	1,092.0	gallons	UNLEADED	@	4.340	\$ 4,739.28
BULK TANKS	1,200.0	gallons	DIESEL	@	3.920	\$ 4,704.00

TOTAL	GALLONS:	DOLLAR:
UNLEADED	22,019.0	\$ 93,582.00
DIESEL	24,952.0	\$ 108,913.85

**PUBLIC WORKS
FLEET DIVISION
ACTIVITY REPORT**

Item 3.

May 2022

IN GALLONS	FYE 2022	FUEL REPORT	
	UNLEADED PURCHASED	DIESEL PURCHASED	CNG PURCHASED
Internal pumps	20,195.00	22,344.00	18,880.59
Outside - sublet	608.00	469.00	4,236.80
TOTAL	20,803.00	22,813.00	23,117.39
TOTAL	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMED
Consumption	20,972.15	20,476.91	27,014.14
			5,813.51

FYE 2022 TO DATE CONSUMPTION				
TOTAL	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMED	PUBLIC CNG CONSUMED
Consumption	250,094.83	253,513.54	373,419.23	62,212.54

INTERNAL PRICE PER GALLON:					EXTERNAL PRICE PER GALLON:				
UNLEADED	High	\$4.36	Low	\$4.05	UNLEADED	High	\$4.52	Low	\$4.15
DIESEL	High	\$4.61	Low	\$4.24	DIESEL	High	\$4.66	Low	\$4.29
CNG	High	\$1.19	Low	\$0.84	CNG	High	\$1.89	Low	\$1.49

FASTER CONSUMABLE PARTS PURCHASED			PUBLIC CNG SALES		
REPAIR PARTS	\$55,648.83		Month Total Public CNG Sales	\$11,008	
BATTERIES	\$3,277.66		FYE 2022 To Date Public Sales	\$90,986	
OILS/FLUIDS	\$9,109.69		LIFE TO DATE CNG GAS GALLON EQUIVALENT		
TIRES	\$23,750.53		Total Sold Gallons Life To Date	1,021,777	
SUBLET REPAIRS	\$34,190.22		Total Gross Sales Life To Date	\$1,472,592	
TOTAL SPENT ALL parts/sublet	\$125,976.93		Life To Date CNG Gas Gallon Equivalent		
			Total Public/City Through-Put CNG Gallons @ Station	2,850,482	

Light Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	3	4	1	58
EMERGENCY ROAD CALLS	6	8	2	71
PM SERVICES	84	79	73	1,385
INCLEMENT WEATHER	0	0	0	26
WORK ORDERS	245	221	189	3,877
SCHEDULED REPAIRS	86	86	80	1,548
NON SCHEDULED REPAIRS	104	78	109	1,336

Heavy Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	6	6	3	106
EMERGENCY ROAD CALLS	26	24	27	313
PM SERVICES	44	38	34	624
INCLEMENT WEATHER	0	0	0	66
WORK ORDERS	210	183	221	3,374
SCHEDULED REPAIRS	54	40	35	764
NON SCHEDULED REPAIRS	124	114	186	2,005

Transit Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	3	0	1	29
EMERGENCY ROAD CALLS	1	3	2	17
PM SERVICES	12	6	14	151
INCLEMENT WEATHER	0	0	0	6
WORK ORDERS	79	83	60	1,065
SCHEDULED REPAIRS	15	7	15	145
NON SCHEDULED REPAIRS	58	66	45	792

EVT Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	10	2	2	33
EMERGENCY ROAD CALLS	4	1	1	16
PM SERVICES	5	7	7	52
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	30	27	23	185
SCHEDULED REPAIRS	6	9	10	76
NON SCHEDULED REPAIRS	5	11	13	45

COMBINED SHOPS	CURRENT MONTH	LAST MONTH	TWO MONTHS AGO	YEAR TO DATE
ROAD SERVICE	22	12	7	216
EMERGENCY ROAD CALLS	37	36	32	411
PM SERVICES	146	130	132	2144
INCLEMENT WEATHER	0	0	0	99
WORK ORDERS	574	524	505	8503
SCHEDULED REPAIRS	154	142	144	2473
NON SCHEDULED REPAIRS	297	275	361	4156

**PUBLIC WORKS
FLEET DIVISION**
Technician Productivity
Report

June FYE 2022

MECHANIC	DIRECT LABOR HOURS	PRODUCTIVITY		INDIVIDUAL PRODUCTIVITY	
		GOAL	ACTUAL	DIFFERENCE	
# 001	49.94	72%	36.6%	-35.4%	
# 002	147.07	72%	107.7%	35.7%	
# 003	71.46	72%	52.4%	-19.6%	
# 004	66.85	72%	49.0%	-23.0%	
# 006	107.68	72%	78.9%	6.9%	
# 007	115.38	72%	84.5%	12.5%	
# 008	89.07	72%	65.3%	-6.7%	
# 009	86.20	72%	63.2%	-8.8%	
# 010	114.49	72%	83.9%	11.9%	
# 011	107.57	72%	78.8%	6.8%	
# 012	146.22	72%	107.1%	35.1%	
# 013	125.58	72%	92.0%	20.0%	
# 018	125.75	72%	92.1%	20.1%	
# 021	124.08	72%	90.9%	18.9%	
# 028	147.09	72%	107.8%	35.8%	
# 031	68.01	72%	49.8%	-22.2%	
# 037	139.11	72%	101.9%	29.9%	
#038	143.99	72%	492.3%	420.3%	

DIRECT LABOR HOURS	1975.54
TOTAL AVAILABLE HOURS	2080.00
PRODUCTIVITY GOAL	72.0%
ACTUAL PRODUCTIVITY	95.0%

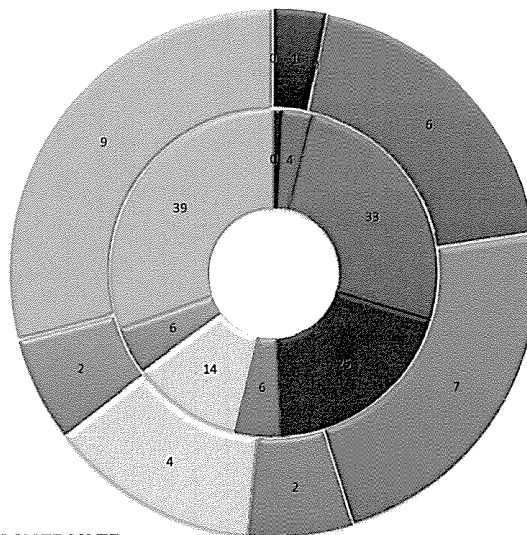
**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT
June FYE 2022**

Item 3.

Currently Past Due:

Unit #	Unit Description	Department Division	Current Odometer Reading	Meter or scheduled date	Meter Past		ORIGINAL Scheduled DATE	SHOP	Type of SERVICE	LAST PM DONE
POLICE										
1141	2017 Ford Interceptor	Patrol	65470	63036	-2434	miles	3/7/2022	Light Repair	PM-G	10/15/2019
1161t	Haul Mark HLC	Patrol	7/1/2022	7/1/2022	0	days	6/9/2022	Light Repair	PM-D	7/2/2021
1026	2010 Chevy Impala	Criminal Investigations	80240	80194	-46	Miles	6/16/2022	Light Repair	PM-C	10/7/2021
STREETS										
669P	2002 Buyers Snowdogg	Streets	7/1/2022	4/27/2022	-65	days	4/27/2022	Light Repair	PM-B	10/27/2021
179t	2001 Belshe T-18	Streets	7/1/2022	6/1/2022	-30	days	6/13/2022	Heavy Repair	PM-A	6/1/2021
0108	2000 Bartel Wacky Packer	Streets	7/1/2022	6/12/2022	-19	days	6/21/2022	Light Repair	PM-D	6/14/2021
STORMWATER										
113T	2012 Maxey	Stormwater	7/1/2022	6/24/2022	-7	days	6/24/2022	Heavy Repair	PM-A	6/24/2021
FIRE										
0001	2018 Ford F150	Prevention	47784	43434	-4350	miles	3/21/2022	Light Repair	PM-C	10/4/2021
0042	2017 Ford F450	Suppression	34476	33777	-699	miles	6/20/2022	Light Repair	PM-D	1/19/2022
UTILITIES										
0558	2014 John Deere Gator	Water Plant	7/1/2022	6/29/2022	-2	days	6/9/2022	Light Repair	PM-D	9/29/2021
SANITATION										
281T	2019 Holt Trailer	Commercial	7/1/2022	1/28/2021	-519	days	3/19/2021	Heavy Repair	PM-A	1/27/2020
0277	2016 Ranger 225 Welder	Commercial	7/1/2022	6/28/2022	-3	days	6/27/2022	Light Repair	PM-C	6/28/2021
PARK MAINTENANCE										
441BU	2020 Patriot Crane	Park Maintenance	7/1/2022	1/1/2022	-181	days	2/1/2022	Light Repair	PM-C	1/1/2021
0430	2010 John Deere 310SJ	Park Maintenance	3640	3662	22	hours	5/16/2022	Heavy Repair	PM-D	1/20/2022
21444	2021 Ford F250	Park Maintenance	6873	4000	-2873	miles	2/16/2022	Light Repair	PM-C	N/A
0457	1997 Stone 95CM	Park Maintenance	7/1/2022	5/6/2022	-56	days	6/27/2022	Light Repair	PM-C	5/6/2021

PM Compliance Report June FYE 2022



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

- City Clerk
- Finance
- Planning
- Public Works
- Police
- Fire
- Parks & Rec.
- PSST
- Utilities

Department	Scheduled	Missed/Late	% Late
City Clerk	0	0	0.0%
Finance	1	1	100.0%
Planning	4	0	0.0%
Public Works	33	6	18.2%
Police	25	7	28.0%
Fire	6	2	33.3%
Parks & Rec.	14	4	28.6%
PSST	6	2	33.3%
Utilities	39	9	23.1%
Citywide Total	128	31	24.2%

**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT**

June FYE 2022

Industry Standard Compliance: Not To Exceed 5%

Item 3.

Department/Division	Number of PMs Scheduled	Number of PMs Completed On Time	Number of PMs Completed LATE	Number of PMs Still Past Due	Current % PENDING	Year To Date Non-Compliance Trend
CITY CLERK						
CITY COUNCIL					0%	0%
BUILDING ADMINISTRATION					0%	0%
MUNICIPAL COURT						
MUNICIPAL COURT					0%	0%
INFORMATION TECHNOLOGY						
INFORMATION TECHNOLOGY					0%	0%
HUMAN RESOURCES						
HUMAN RESOURCES					0%	67%
					0%	0%
FINANCE						
METER SERVICES	1		1		0%	3%
PLANNING						
PLANNING	3	3			0%	0%
BUILDING INSPECTIONS					0%	0%
CODE COMPLIANCE	1	1			0%	200%
PUBLIC WORKS						
ENGINEERING	1	1			0%	21%
STREETS	12	10		2	17%	33%
STORMWATER	3	2		1	33%	100%
TRAFFIC	7	6	1		0%	29%
STORMWATER QUALITY	1				0%	0%
FLEET	9	7	2		0%	22%
TRANSIT					0%	200%
POLICE						
ANIMAL CONTROL	1	1			0%	200%
POLICE ADMINISTRATION	1	1			0%	1300%
POLICE STAFF SERVICES	2	2			0%	150%
POLICE CRIMINAL INVESTIGATIONS	2		1	1	50%	47%
POLICE PATROL	17	11	4	1	6%	53%
POLICE SPECIAL INVESTIGATIONS	2	2			0%	0%
POLICE EMERGENCY COMMUNICATIONS					0%	0%
FIRE						
FIRE ADMINISTRATION					0%	160%
FIRE TRAINING					0%	29%
FIRE PREVENTION	1		1		0%	12%
FIRE SUPPRESSION	5	4		1	20%	20%
FIRE DISASTER PREPAREDNESS					0%	0%
PARKS & RECREATION						
PARK MAINTENANCE	12	8	2	2	17%	17%
PARKS & RECREATION	1				0%	0%
CUSTODIAL					0%	0%
FACILITY MAINTENANCE	1	1			0%	138%
PARKS FORESTRY					0%	0%
PUBLIC SAFETY SALES TAX (PSST)						
PSST POLICE PATROL	3	2		1	33%	33%
PSST POLICE CRIMINAL INVESTIGATION	2	2			0%	0%
PSST FIRE SUPPRESSION	1		1		0%	100%
CDBG						
PLANNING CDBG					0%	0%
UTILITIES WATER						
UTILITIES ADMINISTRATION					0%	0%
WATER TREATMENT PLANT	1		1		0%	100%
WATER PLANT	1			1	100%	1600%
WATER PLANT WELLS					0%	0%
WATER PLANT LAB					0%	0%
LINE MAINTENANCE ADMIN.					0%	0%
WATER LINE MAINTENANCE	12	12			0%	0%
UTILITIES INSPECTOR					0%	0%
UTILITIES WRF						
WRF ADMIN					0%	0%
WRF INDUSTRIAL					0%	0%
WRF BIOSOLIDS					0%	0%
WRF OPERATIONS					0%	0%
SEWER LINE MAINTENANCE	4	4			0%	475%
UTILITIES SANITATION						
SANITATION ADMINISTRATION					0%	0%
SANITATION RESIDENTIAL	5	5			0%	100%
SANITATION COMMERCIAL	5	2	1	2	40%	240%
SANITATION TRANSFER	6	4	1	1	17%	3400%
SANITATION COMPOST	1		1		0%	100%
SANITATION RECYCLE	1	1			0%	0%
SANITATION YARD WASTE	3	2	1		0%	18%
CITYWIDE TOTAL	128	94	18	13	10%	18%

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

JUNE 2022	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%	91	91	100%	804	761	95%
Provide information requested by citizens within 7 days	95%	91	91	100%	804	761	95%
Complete traffic engineering studies within 45 days.	99%	0	0	100%	17	16	94%
Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days.	95%	19	19	100%	527	490	93%
Worker Hours Per Gallon of Paint Installed.	0.80	Gallons	Worker Hours	Percentage	Gallons	Worker Hours	Percentage
		108	131.5	1.22	2985	1005.25	0.34
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
		0.63	10	16.00	17.8	205	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
		12	12	100%	149	137	92%
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
		26	26	100%	314	290	92%
Response to reports of sign damage:	Percentage						
High Priority Stop or Yield Signs within one hour	99%	7	7	100%	93	82	88%
Lower Priority all other signs within one day	90%	31	31	100%	1081	1019	94%
Street Name Signs within two weeks	90%	47	47	100%	332	317	95%
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
		3344	0	0.00	34576	0	0.00

UTILITIES 13

Monthly Report

June 2022

LINE MAINTENANCE:

Waterline Capital Projects

- Beaumont Drive – 0%
- 1357 12th NE Avenue – 70%
- Crest Court – 100%
- Barb Court – 100%

Barb Court: WA0358: - Complete. Crest Court: WA0357 – Complete. 1357 12th NE Avenue: WA0356: - Project is in progress. Beaumont Drive: WA00355: - Staff is getting quotes for materials.

Water Line Breaks – 10 in June

Sewer Line Data

- Total obstruction service requests - 11
 - Private Plumbing: 8
 - City Infrastructure: 3
 - Sanitary Sewer Overflows: 1 on private side

Lift Station D Flows:

- Days - 30
- Average daily flow: 1.554 MGD
- Total Monthly flow: 46.62 MG

UTILITIES ENGINEERING:

Line Maintenance Building: Project will construct new building for Line Maintenance Division consisting of 49 staff; the existing 11,000 SF building is currently located on North Base property adjacent to the Fleet offices and vehicle servicing areas. This project assumes construction of a new 20,000 SF facility NW of the water treatment plant to house administrative offices, the employee breakroom, fire hydrant/meter repair area as well as areas for numerous water and sewer line repair parts, pump repair parts and a work area for pump repairs and testing. A preliminary meeting was held with City staff to discuss the project and what variances may be required. Additional funding will also be necessary due to the increased cost for the project to meet actual division needs now and into the future. Due to other department priorities, funding for the project was pushed back to FYE 23 so the project has essentially been pushed back one year. Contract K-2122-115 was approved by Council and the Architect and Contractor are working through the process with GMP expected in September 2022.

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

Construction is ongoing at both sites. At the WTP, all panels are installed and wiring is being pulled. The connection to the main switchgear was completed on 6/28/2022. Other minor work and testing still needs to be completed before the panels begin producing power. For the WRF, site work is ongoing but borings and electrical work is also being performed within the site. Piles/supports for the panels should be completed next week with racking to be completed in July.

WASTEWATER PROJECTS:

Sewer Maintenance Project FYE17 (WW0307): Annual project will replace 28,500 feet of deteriorated sewer lines with high density polyethylene (HDPE) pipe and rehabilitate or replace 161 manholes. Area is bounded by Cavecreek Street and Pinecrest Street to the north, Sequoyah Trail and Woodcrest Creek Drive to the west, Rock Creek Road to the south and 12th Avenue NE to the east. Change Order No. 1 was a no-cost change order approved with the contract award. Change Order No. 2 was approved and added approximately 1,000 feet of 12-inch pipe replacement along Chautauqua Avenue from Symmes Street north to just south of Main Street. Change Order No. 3 was added to the project to address unforeseen storm sewer conflicts along Chautauqua and to also eliminate cleanouts for sewer service lines. The contractor has replaced approximately 23,000 feet of line. All work has been completed. Staff is reviewing final CCTV video to confirm the proper installation was completed.

Engineer: Staff with assistance from Lemke Surveying

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. Plans have been prepared by consultant and staff completed the review July 2022.

Engineer: Staff with assistance from Lemke Surveying

Sewer Maintenance Project FYE19 (WW0321): Annual project may replace about 22,000 feet of residential sanitary sewer lines and rehabilitate or replace about 108 manholes in the area bounded by W Lindsey St. to the North, 24th Ave SW to the west, Westbrook Terrace to the south, and Berry Road to the East. Preliminary project layout and scope definition are in progress.

Engineer: Staff with assistance from local surveyor

12th Avenue NE Manhole Replacements (WW0330): This project will replace the existing 36 manholes on the existing 24-inch sanitary sewer line generally running along 12th Avenue NE from Alameda Street to north of Robinson Street. Due to the high hydrogen sulfide concentrations, rehabilitation was deemed to not be feasible for the project. The existing manholes have deteriorated such that replacement is warranted. Material delivery challenges have delayed the start of the project. The initial manhole deliveries were received on November 8, 2021. Manhole replacements began in December and contractor is nearing completion. Only one manhole still requires replacement and two manholes need to be coated.

WRF Reuse Pilot Study (WW0317) – Project is considering treatment alternatives to produce highly treated effluent at the WRF suitable for discharge in 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, recommend best treatment technologies to allow reuse to be implemented. In July 2020, NUA approved Amendment No. 1 to Garver's contract which fully consolidated all pilot study tasks including procurement/rental of treatment equipment for alternative treatment trains, temporary installation and eventual removal of all pilot study equipment into Garver's contract. During the remainder of 2020, Garver completed pilot study design, and during winter 2020/2021 and spring 2021, temporary construction of Phase I treatment trains, which consists of one train using an Aqua Nereda patented process and one train using a modified University of Cape

Town (mUCT) process was completed. During June 2021, WRF staff was able to commence operating both trains as intended and commenced full sampling and testing regimen as per Garver's pilot testing protocol. As of November 2021, the Phase II temporary skids for advanced tertiary treatment had been installed, tested, and placed into service. Trailers with advanced treatment equipment that is part of Phase II of the study, were delivered to the WRF in early January 2022 and were placed into service in February 2022. Phase I, II, and III are now running concurrently and regular sampling is ongoing. This should continue until June 2022. Garver's final report is expected to be submitted no later than December 2022.

In December 2019, NUA learned that Bureau of Reclamation (BOR) had approved a grant of up to \$700,000 to assist in funding project. Grant contract was fully executed during September 2021. In early October 2021, NUA learned that it has been awarded a second grant from BOR, a green infrastructure grant to evaluate what role a constructed wetland could play in further improving quality of stormwater and/or effluent water entering Lake Thunderbird as part of a future reuse program. This grant includes \$209,824 in funds for Fiscal Year 2022 and can be extended with additional funds added in future years as conclusions are reached and recommendations made based on the work done during the initial years' funding. A kick-off meeting for the Green Infrastructure grant convened in early November 2021 and initial work (mostly research and coordination) is ongoing.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF Dewatering Centrifuge Replacement (WW0326) – Project will replace dewatering centrifuges at WRF. Current centrifuges are approaching the end of their useful lives, and thus require excessive maintenance and repairs, and, due to poor service provided by manufacturer, often require extended downtime before necessary repairs can be completed to keep them operational. NUA approved a Contract with Garver, LLC on December 8, 2020, and design for this project commenced immediately thereafter. During the first half of 2021, manufacturers of several different dewatering technologies ran demonstration tests that were observed by Garver, WRF and NUA Engineering staff. WRF and NUA Engineering staff also made several site visits at plants in the region to observe other manufacturers/technologies in operation. These demonstrations and observations generally showed that the various screw press technologies could not meet the minimum requirement of consistently producing 20% solids sludge. In response, one manufacturer, PW Tech using their Volute Dewatering Press performed a followup demonstration with a new mixing technology that was supposed to increase percent solids and reduce polymer demand. However, the demonstration failed to show either. Based on these results, Garver issued a Final Version of the Preliminary Engineering Report in November 2021 recommending hydraulic drive centrifuges as the technology for this project. During December 2021 and early January 2022, Garver and NUA met with several reputable centrifuge manufactures to learn more about their equipment and, just as importantly, to learn about their manufacturing and service infrastructure. Based on these meetings, four (4) manufacturers have been approved for inclusion in the project specifications.

Garver is preparing bidding documents at this time and project should be ready to advertise in August 2022. The Construction contract should be awarded and Notice To Proceed should be issued in September 2022. Construction should be complete by August 2023.

Engineer: Garver LLC (Michael "Cole" Niblett)

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 expects to bring a contract forward to NUA in August, 2021.

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

Lift Station D Force Main Replacement (WW0091): Another portion of the Lift Station D 16" ductile iron force main along 12th Ave N.E. is severely deteriorated and in need of replacement. Approximately 3,500 feet of this force main to just south of Rock Creek Road was replaced with 20-inch PVC in 2009. The area needing replacement because of continued breaks is on the west side of 12th from the end of the previous project to the point where it begins to gravity flow near the 12th Avenue Recreation Center. The project is expected to require 2,300 feet of new 20-inch piping, three air release vaults, and a new receiving manhole. After discussions with the Parks Department, the City of Norman will continue to lease the property needed for this project and will not purchase the property outright. Therefore, the project was kicked back off to identify the best alignment and then move forward to final design, easement acquisition (as necessary), bidding and construction. Design is progressing based on field investigations and 90% plans were submitted in November. Staff has reviewed the plans and there are constructability concerns regarding the proposed alignment. Staff have reviewed the alternative alignment on the east side of 12th Avenue NE and this corridor appears to be more constructible due to reduced utility conflicts. Council approved the amendment for the design contract to allow for the design of the new alignment along the east side of the road. Additional survey work has been completed.

Engineer: PEC, Inc. (Chris Grizer)

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

Engineer: Garver, Inc. (Steve Rice)

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

Engineer: Olsson, Inc. (Kevin Rood)

WRF New Maintenance Building (WW0318) and WRF Main Control Building Renovation (WW0325): - These two projects are being designed under a single design contract and are anticipated to be bid as a single project, either traditional design/bid/build or Construction Manager at Risk (CMaR) project so they will be covered as a single project here. Due to recent plant improvements projects, space formerly used for spare part storage has been incorporated into plant operations space, leaving a shortage of viable storage 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 as well as the main laboratory have not been replaced 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.

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. Greeley Hansen submitted a draft Preliminary Engineering Report

(PER) in November 2021 and, after a review meeting later in November 2021, they submitted a final PER in late January 2022.

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

During May 2022, Greeley Hansen submitted 60% design documents and a review meeting also convened. Greeley Hansen expects to have a 95% design complete by August 2022. Then, as noted, construction project will be put on hold until Spring 2023. Bidding will be scheduled so Notice to Proceed can be issued on or about July 1, 2022. Construction would then take one calendar year.

Engineer: Greeley and Hansen LLC (Ana Stagg)

WATER PROJECTS:

Waterline Relocation: I-35 Widening (WA0196): Unbudgeted project necessitated by ongoing widening of I-35. Total budget of about \$500,000 estimated for replacing three waterlines associated with the I-35 project (24-inch at Briggs Street, 12-inch at Brooks Street and 12-inch at 24th Avenue SW and Highway 9). Team of SAIC/Poe and Associates will prepare design plans as an amendment to the Lindsey Street widening project. ODOT expected to reimburse waterline relocation costs at end of project. NUA approved design contract with SAIC and ODOT relocation agreements on 10/22/13. ODOT required I-35 crossing at Briggs Street to be deepened to 28 feet below grade; construction costs will increase approximately \$450,000. Project advertised 04/29/14 and three bids were opened 05/22/14; Matthews Trenching was the low bidder at \$997,875. NUA approved contract on 06/10/14; work began 06/11/14. \$840,780 has been previously reimbursed by ODOT for this project. Staff requested reimbursement for the rest of the construction portion in December 2021 and received payment in the amount of \$215,320 from ODOT in February 2021. Staff received Audit Reports from ODOT in April 2021 for reimbursements in the amount of \$36,300 and \$8,700 for design agreements. A rebuttal letter with invoices were sent to ODOT on April 21, 2021 in order to receive reimbursement. However, after review, ODOT explained that they need the invoices to show how much of each invoice went towards each agreement. None of the invoices were broken up showing this distinction, so staff reached out to Benham (who took over SAIC) on June 9, 2021 so that they could provide us with that information. Staff has followed up with Benham and they are still in the process of getting the information needed.

Waterline Replacement: Interstate Drive (WA0245): Project will replace approximately 8,600 feet of failing ductile iron water lines with PVC pipe to reduce service disruptions to customers and damage to driveways and streets. The project is located along North Interstate Drive from Sooner Fashion Mall north to Northwest Boulevard and along Copperfield Drive from Northwest Blvd. to Interstate Drive with an extension west into Springbrook Addition. New piping will include about 8,600 feet of 6, 8, and 12-inch PVC pipe. The project was advertised and bids were opened on December 3, 2020. Cimarron Construction Co. was the lowest, responsible bidder and the contract was awarded on January 12, 2021. Public Notice letters were sent to home and business owners on February 24, 2021 and the contract started on March 3, 2021. Contractors started mobilization on March 10, 2021. The change order and final pay claim were approved by Council on March 8, 2022. Final payment was made this month.

Engineer: Cardinal Engineering/Parkhill Engineering

Waterline Transmission: Robinson Avenue Water Line Replacement (Phase III) – 24th Avenue NW to Flood Ave (WA0242): Project has installed approximately 6,800 feet of 30-inch PVC C900 along the north side of Robinson Avenue from just east of the 24th Avenue NW to Flood Avenue. The new 30-inch line replaced the existing 16-inch line. This project also replaced approximately 3,000 feet of 12-inch water line on the south side of Robinson in the same vicinity. The project was bid and the contract was awarded to Garney Companies, Inc. (Garney) in the amount of \$1,978,875.00 on July 14, 2020. As of the end of May 2021, all 12" and 30" water line was installed, tested, and placed into service

with only restoration work remaining. On July 22, 2021, a final inspection convened with representatives from Garney, City of Norman and OU Grounds staff in attendance, and a preliminary punchlist was generated. On October 8, 2021, a final punchlist was forwarded to Garney, and all work was deemed complete on November 2, 2021. Project was final accepted by City Council at February 22, 2022 Council Meeting.

Engineer: Alan Plummer and Associates, Inc. (Chris Ferguson)

Flood Avenue Waterline Replacement (WA0328):

Project will replace approximately 12,700 feet of 16-inch water line from Robinson Street to Tecumseh Road, and about 2,900 feet of 12-inch from Tecumseh to Venture Drive with 16-inch C900 PVC pipe. The existing ductile iron pipe is not compatible with the corrosive clay soils. It is failing, causing service disruptions to customers and damage to driveways, streets, and yards. In combination with this project, the potential for using existing wells along Flood for blending back into the water system using the existing pipe after rehabilitation will be evaluated. Total bids for construction ranged from \$2.9 million to \$3.8 million. Southwest Waterworks was determined to be the lowest responsible bidder at \$2,854,724.50. City Council approved the contract with Southwest Water Works on September 14, 2021 in the amount of \$2,854,724.50. A pre-construction meeting was held on October 6, 2021. Construction began November 3, 2021 and will continue for 330 calendar days. The James Garner waterline between Acres and Robinson was added onto the contract for this project in February, with an additional 75 days added onto the project and a revised contract amount of \$3,325,518.50. The bore under the railroad at Lexington Ave was held from June 21 – June 25, 2022. The contractors tied in the waterline to the Robinson water tower on June 23, 2022.

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

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. Schedules and deadlines are being coordinated with the City.

Consultant: E Source (Alyssa Pourciau)

FYE15 Water Wells and Supply Lines: Staff issued RFP 08/18/15 for water rights permitting, well field design, test and production well design, well house design and distribution system improvements. 14 proposals were received 09/14/15; staff selected several consultants and followed with contract negotiations. On 02/09/16 the NUA approved APAI contract K-1516-85 to update of our city wide water model; NUA approved contract with Cowan to perform water right permitting through the OWRB on 02/26/16 and approved contract with Carollo to perform well field design, and test/production well design on 06/14/16. On 2/14/17 NUA approved contract with Garver to study pros and cons for utilizing horizontal well technologies for one of our wells. Each project is broken out below.

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

This project will determine the best location, layout, and treatment processes for blending and treating the 41 active groundwater wells utilized by the City of Norman. All active wells are currently in compliance with the standards set forth in the Safe Drinking Water Act and Public Water Supply Operations are not required to provide treatment and residual disinfectant under Oklahoma Administrative Code 252:631. However, the NUA also treats and distributes surface water

from Lake Thunderbird. Since the water from the surface water source and the groundwater wells is blended in the distribution system piping, ODEQ has indicated that the system will need to be modified such that a minimum disinfectant residual of 1.0 mg/L of total chloramines (NHCL₂) should be found throughout all parts of the system in the future. In addition, maximum contaminant levels (MCLs) of total chromium and arsenic may be lowered by EPA, and a new MCL for hexavalent chromium may be established in the future, thus requiring additional treatment for the groundwater wells. NUA entered into a contract with Carollo Engineering, Inc. on June 22, 2021 in the amount of \$95,090 to develop preliminary layouts for the future build-out of the facility including immediate needs and future treatment processes. The Notice to Proceed date was set for June 29, 2021 and a kick-off meeting and site field investigations are scheduled to be held on July 21, 2021. Staff met with SRB, LLC this month to obtain assistance for acquiring the land needed for the blending location which includes review of property records, survey and map, and negotiation assistance. A Purchase Order was created for \$16,200 for these services, and a 28-acre parcel of land was approved to be purchased by Council on February 22, 2022 in the amount of \$800,000. This 28-acres, which became for sale in 2021, is located near a potential site that was evaluated as being in a more favorable location based on the layout of our wellfield, as indicated by a hydraulic model conducted by Plummer Associates, LLC. Staff is still waiting on the Technical Memo from Carollo, which will be utilized in order for Plummer to determine the layout and modeling needed for the preliminary disinfection system. A contract with Plummer is being reviewed before adding to the next Council docket.

Engineer: Carollo Engineering, Inc. (Tom Crowley & Rebecca Poole)
Land Acquisition: Smith Roberts Baldischwiler (Bryan Mitchell)

Wellfield - Carollo and staff held a coordination meeting with ACOG the morning of July 18th and also held a kickoff meeting the afternoon of July 18, 2016. ACOG prepared a map showing potential thick sands that will be targeted for future wells. Carollo used this information along with GIS data and composed a more robust map to better define future well locations to pursue. Additionally, it was decided to stay with ½ mile spacing so that maximum yields can be achieved. Carollo received modeling information from APAI which allowed them to proceed with optimizing the best well sites based on proposed groundwater treatment plant sites. Carollo prepared a Draft Technical Memorandum (TM) and staff provided comments and 45 potential well sites were selected. Carollo performed an optimization model and 20 of the 45 well sites stand out as sites to begin with. Carollo and staff prepared an addendum to their contract and it was approved by NUA 2/13/18. The next step is to approach land owners to negotiate test well sites. A Frequently Asked Questions sheet has been drafted and will be utilized with potential well site land owners. Test wells are expected to begin in September 2018. Staff is working with Carollo and their sub-consultant to obtain necessary access agreements for potential well sites. Approximately 8 landowners are interested and staff is moving forward with securing documents for 5 of them. Well Construction bids were opened and read aloud October 18, 2018. Layne Christiansen was low bidder and a contract in the amount of \$4,714,421.72 was approved November 27, 2018 at NUA meeting. Held kick off meeting January 23, 2019 and again met February 27, 2019.

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

Engineer: Carollo Engineers (Rebecca Poole)

Master Meter Project – Bids to install 10 master meters were opened 7/24/14. An agenda item was taken to Council but suspended until written documentation was obtained from USPS, MNTC, JD McCarty, and Veterans Center. On 6/19/17, staff received approval from USPS to install one meter and vault to accommodate a water line project they had underway. This project was completed 7/27/17. The permission letter they provided allows staff to complete the two other sites for USPS. Staff has made contact with MNTC and is scheduling a meeting in April 2018 to obtain similar written documentation to allow for the 3 new meter vaults to be installed on their property. Staff contacted the State of Oklahoma

to obtain similar letter for JD McCarty and Veterans Center which have 2 new meter vaults each to be installed. Staff met with State of Oklahoma Real Estate officials and they requested additional information but seem amenable to our project. Additional documents were sent for their review. They emailed they are currently reviewing documents as of 6/6/18. Staff is designing a project along Robinson that will front the J.D. McCarty Center and the Veteran's Center. Staff is planning to meet with State officials as part of that effort. Staff has been unable to establish a meeting with MNTC. Though MNTC, JD McCarty, and Veterans Center are not onboard with installing master meters at this time, staff will work with USPS to install 2 additional meters at their facility. Our consultants for the Robinson water line project 24th NE to 12th NE have begun discussion with OMES and Department of Mental health regarding easements for both water line and meter vaults. Staff anticipates having an agreement established by December 2021.

Water Metering / Billing Audit Project – This project began in March 2018. Staff is working along with a meter consultant to randomly check approximately 130 domestic meters for accuracy. Meters were sent April 10, 2018 to a third party testing facility that will be used to verify accuracy of measurements. The consultant will compile findings within a report for staff review. Report was received October 2018 and after reviewing results, the ROI was not favorable on the meter inaccuracies alone but staff has contracted with E Source to lead Norman through the best path of obtaining Advanced Metering Infrastructure (AMI). This is the last report for this project and all reporting will be covered under the AMI project.

Robinson Water Line: 24th Ave NE to 12th Ave NE – Jacobs Engineering was selected as the consultant for the 30-inch water line project from 24th Ave NE to 12th Ave NE. The contract was approved by NUA on November 26, 2019, and project kickoff meeting was held January 14th, 2020. On May 6, 2020, a preliminary plan review meeting convened with NUA and Jacobs staff in attendance, and updated preliminary plans were approved in August 2020. In February 2021, 65% plans and specifications were submitted for NUA review, and, during March 2021, several Zoom calls convened to review NUA comments and address questions that arose from the comments. Based on these discussions and further review of existing conditions, Jacobs proposed a fairly substantial revision to the alignment, which includes an open cut crossing of 12th Ave N.E. and relocating approximately 900 LF of the line into the traffic lanes of Robinson. NUA staff and Norman Public Works staff have reviewed the alignment and deemed it acceptable with some minor conditions. NUA has compiled list of these conditions and forwarded to Jacobs, and Jacobs has commenced detailed design and easement acquisition.

Two large property owners with whom easement agreements must be negotiated, J.D. McCarty and U.S. Department of Veterans Affairs, are also customers with multiple meters with whom NUA intends to negotiate an agreement on master metering. The current intent is to negotiate both easement purchase and master metering agreement concurrently and to incorporate master meter installation for both into this project.

During April 2022, the decision was made to defer construction on this project until Fiscal Year 2024. As a consequence, Final Design and Easement Acquisition will be completed during the remainder of 2022 and, if necessary, continuing into early 2023. Project will then be advertised in April 2023, and Bids opened in May 2023. Contract award is anticipated in June 2023, and Notice to Proceed with construction would then follow on July 1, 2023. Project completion is projected for June 2024.

Engineer: Jacobs Engineering (Arun Srinivasan)

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

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

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

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

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

Water Wells Water Line: 108th & Tecumseh – Cardinal Engineering was selected as the consultant for one of the well water line projects, and NUA approved their contract November 12, 2019. Project design was completed during the first half of 2020, and project was advertised for bid on July 23 and July 30, 2020. Bids were opened August 13, 2020 and Hammer Construction was deemed lowest and best bidder. NUA approved Contract K-2021-11 with Hammer on September 8, 2020. Notice to Proceed with construction was issued on October 10, 2020. On October 6, 2021, a final inspection convened and all pipe, appurtenances and restoration on the project were deemed complete except for final testing of pipelines, which was ongoing as of the inspection date. The final pipeline section was successfully bacteriologically-tested on November 30, 2021 and all project work has been deemed complete as of that date. The final change order and final acceptance was approved by City Council on April 12, 2022. Project is complete.

Engineer: Cardinal Engineering (Josh Risley)

Water Wells Water Line: 60th and Franklin – Garver Engineers were selected as the consultant for one of the well water line projects, and NUA approved their contract November 26, 2019. Design was completed during the first half of 2020, and project was advertised for bid on July 16 and July 23, 2020. Bids were opened August 6, 2020, and SMC Utility Construction was deemed lowest and best bidder at \$1,082,550. NUA approved Contract K-2021-12 with SMC on August 25, 2020, and Notice to Proceed with construction was issued on September 10, 2020. As of June 18, 2021, all 12" diameter well water lines had been installed, tested and were ready for service when needed by NUA. During June and July 2021, SMC worked on restoration of the project. Informal punchlist inspections were made in July 2021 and November 2021, with partial inspections regularly occurring in between.

Engineer: Garver Engineers (Jeff Chavez)

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

In October 2021, NUA requested that Plummer Engineering furnish a proposed scope and fee to analyze the possibility of extending a non-potable reuse system from the Norman Water Reclamation Facility (WRF) to Reaves Park on the University of Oklahoma (OU) campus and to 10 to 15 other potential customers to the east of the WRF and Reaves Park, generally on or near Highway 9, as described Norman's 2060 Strategic Water Supply Plan. This reuse system would necessarily run in close proximity to Lindsey Tower so, as part of their analysis, Plummer has also been directed to assess the possibility of repurposing Lindsey Tower as dedicated storage for the new reuse system. Plummer's scope and fee was finalized in November 2021 and their Contract was approved by City Council on December 14, 2021. A kickoff meeting convened on January 6, 2022 and Plummer has commenced work on the study. The study is ongoing and preliminary results should be available by June 2022 with a final report delivered in July 2022.

Assuming the Plummer study affirms repurposing Lindsey Tower as dedicated non-potable storage, a Contract for Dunham to prepare bidding documents for, and to inspect construction of, rehabilitation work on Lindsey Tower would be immediately submitted to Council in July 2022. Bidding Documents would then be completed and project advertised in August 2022, and Bids would be opened, Contracts awarded, and Notice to Proceed issued in September 2022. Rehabilitation work would require approximately 3 months, and thus project would then be complete by the end of 2022.

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

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

Water Treatment Plant Filter Effluent Pipe Improvements – During construction of the Phase II improvements at the Water Treatment Plant, staff discovered that the existing filter effluent line at the plant did not include an isolation valve, and, as a result, any future inspections or repair work on the 60+ year old line would require shutting down the entire treatment plant. To address this, a valve and inspection port will be cut into the existing filter effluent line that would allow portions of the plant to remain in service even if filter effluent line must be inspected and/or repaired in the future. NUA approved a Contract with Carollo Engineers on November 24, 2020. Bids were opened on December 18, 2020, and Contract was awarded to W.E.B. Construction (W.E.B.) on January 12, 2021. Notice to Proceed was issued on January 25, 2021 and W.E.B. mobilized to the project site in February 2021. Final inspection convened on July 14, 2021 with representatives from W.E.B., Carollo and NUA in attendance, and all parties agreed work was complete. Water Treatment Filter Effluent Pipe Improvements project is complete and was final accepted by NUA on August 24, 2021.

Engineer: Carollo Engineers (Tom Crowley)

Water Distribution System Sampling Stations (WA0350): Project will install 43 sampling stations throughout the water distribution system in order to meet federal and state requirements of the Revised Total Coliform Rule. The number of sites and location of each site is approved by the Oklahoma Department of Environmental Quality (ODEQ). These stations will allow staff to collect samples representing the entire distribution system at all times, rather than staff collecting samples from homes and businesses which may not be accessible at certain times of the year. In addition, each station will be tapped directly into a main water line, which will give us a better representation of the water supplied by the City. Each station will be constructed of stainless steel, surrounded by a cover with Norman logo and cyber lock, with a concrete pad. NUA will purchase stations directly from vendor, who will send the stations directly to the approved contractor for storage and installation. Staff obtained 4 quotes for stations and Ferguson Waterworks was the low bidder. Invitation to bid was published on March 4 and March 11, 2021. Staff received 8 bids that ranged from \$85,100 – \$264,400; the low bidder being Sooner Sight Utility & Construction. City Council approved the contract with Sooner Sight Utility on April 27, 2021. The contract transmittal was sent on May 27, 2021 with a start date of June 29, 2021. Contractors started work on August 4, 2021. Final payment was made this month. GIS staff is finalizing the map that will be used for monthly sampling.

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

Blending of Wells 5, 6, and 52 at the Water Treatment Plant (WA0369): This project will blend wells 5, 6, and 52, at the Water Treatment Plant (WTP) before entering the distribution system. Blending these wells will only require samples be taken at the blending site as opposed to each well, which will minimize time and money spent on sampling each month. This project will require approximately 2,200 feet of 8-inch waterline to bring well 52 to the 36th Avenue NE and Robinson Street intersection where it will combine with the line coming from well 5. An existing 12-inch waterline will then be converted to a non-potable line as it moves west on Robinson Street before it combines with well 6 and the distribution system at the WTP. In addition, two bores consisting of approximately 260 linear feet of 8-inch and 6-inch waterline under Robinson Street will be required to connect the neighborhoods on the north side of Robinson Street with the existing high pressure line on the south side of Robinson Street. An existing 10-inch waterline and old 24-inch concrete line at the WTP will be abandoned as part of this project. As part of a previous project, Freese and Nichols, Inc. recently designed the project to extend water transmission lines from the WTP to 24th Avenue NE. Since they are familiar with the lines in the area and the interconnection requirements at the WTP and would be able to provide design services for this project, staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this project as well. City Council approved the contract with Freese and Nichols, Inc. on May 11, 2021 for \$47,850. Staff had a project kick-off meeting with engineers on May 27, 2021. Edits to the bid documents are being made before starting the bid process.

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

Jenkins Avenue Waterline Replacement (WA0353): This project will replace approximately 2,500 feet of existing 6-inch waterline with new 12-inch waterline in concert with the planned widening of Jenkins Avenue through the City of Norman Public Works Department. This project will also design a 1,000-foot extension of the Segment D transmission line recommended by the 2003 water mater plan. In addition, this project will install a non-potable reuse line from Imhoff Road to Constitution Street. Freese and Nichols, Inc. is currently under contract with Public Works to design the widening on Jenkins Avenue and also the intersection improvements at Jenkins Avenue/Constitution Street/Imhoff Street, so staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this waterline project in order to ensure a cohesive design for both street improvements and the new water lines in this area. 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. Engineers are currently working on 50% horizontal waterline location plans.

James Garner Ave Waterline Replacement from Main to Duffy (WA0338): This project will replace the aging 6, 8, 12, and 16-inch waterlines between Main Street and Duffy Street along James Garner Avenue in conjunction with the Public Works Department James Garner Avenue Streetscape project currently being designed by Cowan Group Engineering, LLC. The waterlines in this area are over 50 years old and have experienced failures that disrupt water service and traffic flows. Replacement of these waterlines prior to the surface improvements would ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacements work. NUA entered into a contract with Cowan Group Engineering, LLC in the amount of \$93,800 on June 22, 2021. A contract transmittal was sent with a start date of June 29, 2021. A kick-off meeting was held February 15, 2022 after 60% streetscape plans were completed. Funding for the streetscape work will be determined in March, which will determine when the waterline project needs to begin. The waterline will need to be completed before the roadway work begins. Staff will send Notice-to-Proceed to the Engineers once the roadway funding is determined.

Engineer: Cowan Group Engineering, LLC (Jeff Cowan)

Phase II – Porter Avenue Waterline Replacement (WA0354):

This project will replace approximately 1,500 feet of aging 8-inch and 5,000 feet of 12-inch waterline along Porter Avenue from Robinson Street to Alameda Street in conjunction with the Public Works Department Porter and Avenue Streetscape project. Part of this project (Main Street to Rich Street) was already completed as part of Public Work's ODOT funded Transportation Bond project. Replacement of these waterlines prior to the surface improvements will ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacement work. NUA entered into a contract with Cabiness Engineering, LLC (Garver Engineering) in February 2021 in the amount of \$58,100. Staff received final design plans and sent an invitation to bid to the *Norman Transcript* for publication on December 23, 2021 and December 30, 2021. A mandatory pre-bid was held on January 4, 2022 and the bid

opening will be held on January 20, 2022. Bids were opened on February 3, 2022 and four contractors submitted bids. Cimarron Construction Company, LLC submitted the lowest and best bid for the Base Bid and Alternate B at \$2,039,328. The Contract and Bonds were signed and approved by Council on February 22, 2022. A kick-off meeting was held on March 4, 2022. City staff and the Engineer are in the process of reviewing submittals provided by the Contractor. The Engineer is also working on getting a final conformed set of plans together showing the alternate bid that was awarded. Construction start date for the Notice-to-Proceed will be March 14, 2022. Rather than a number of days for construction completion, this project has an end date for construction of July 15, 2022. This is to ensure the waterline work is finished prior to the streetscape work. Work began on March 14, 2022. Contractors started on the south end of the project and are working their way north. Change Order 1 was approved for additional pay items needed for the project. All the tie-ins, restorations, and services on the south section will be completed soon. The north section, from Rich St to Robinson St, was started on June 13, 2022. The contractors are planning on boring under Porter at Johnson St and Porter and Hayes this week. The hospital has been notified of all traffic lane closures for this part of the project that might affect their ambulance travel.

Engineer: Garver Engineering (Bret Cabiness/Sean Price)

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

The existing carbon dioxide tank at the City's Water Treatment Plant is aging and vendors are not able to supply replacement parts to the model any longer. Carbon Dioxide is used to adjust the pH of the drinking water which effects its scaling and corrosivity potential, so a new tank is necessary. This project will involve removal of the existing 30-ton carbon dioxide tank at the water treatment plant, complete installation of new tank 30-ton tank of correct make and model specified or approved equal, demonstrating correct operation and dosages both manually and remotely, and training water treatment staff on operation and maintenance. Staff awarded the removal and installation to Wynn Construction Co. for \$75,000. Staff awarded the purchase and delivery of the tank to Tomco Systems in the amount of \$228,975 in December. The purchase authorization was approved by Council on January 18, 2021. Tomco made revisions to the submittals this month. After staff approval, Tomco moved forward with ordering the tank on April 25, 2022. Tomco representatives estimated a September 2022 delivery for the tank. They will let us know a more accurate date once we are closer to September so staff can prepare.

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. Engineers sent 100% plans on June 17, 2022. They are currently working on incorporating the two utility easements needed for the project.

Engineer: SRB (Bryan Mitchell)

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. Staff received preliminary budget estimates and life cycle cost analyses of three scenarios for rehabbing these clarifiers, which ranged from \$3-4 million for both clarifiers. Staff had a meeting with engineers on May 12, 2022 to discuss revisions to the technical memo for decreasing the price of the rehab. It was discussed that clarifier 3 needs new paint before clarifier 1 and 2 so engineers provided a quote for clarifier 3 on May 25, 2022 from Kinard Painting and Sandblasting, Inc. for \$330,000. This will be incorporated into the final Technical Memo. The Draft Technical Memo was received on June 20, 2022. Engineers found many components need to be replaced including the VFD, conduits, and other electrical components. The estimated cost of these repairs is about \$551,000. They broke the TM into different repair alternatives and also included the quote for repainting clarifier 3. Each alternative includes the main repairs to structural components and electrical. Alternative 1 also includes the rehabbing the existing equipment and recoating. Alternative 2 includes demolishing the existing clarifiers and replacement with carbon steel clarifiers. Alternative 3 includes demolishing the existing clarifiers and replacement with stainless steel clarifiers. A Life Cycle Cost Analysis was also included. Staff is reviewing the full draft before the final TM is sent.

SANITATION CAPITAL PROJECTS:

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

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

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

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

Architect: Studio Architects, LLC (George Winters)

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

Project was advertised on February 10 and 17, 2022 and bids were be opened on March 3, 2022. TCS Construction was

the apparent low bidder, but a review of their bid package revealed several flaws including an inability to meet experience requirements and a failure to provide an irrevocable guarantee from their surety. For these reasons, NUA has deemed the second low bidder, Crossland Construction Company (Crossland), to be Lowest and Best Bidder in accordance with City of Norman regulations and the State of Oklahoma Competitive Bidding Act. Contract Award was approved by City Council on April 26, 2022 and Notice to Proceed was issued on April 29, 2022. During June 2022, Crossland commenced excavation for building foundations and installation of site utilities. They also continued shop drawing review process. Construction is expected to be complete in spring of 2023.

Architect: The McKinney Partnership Architects PC (Toni Bragg)

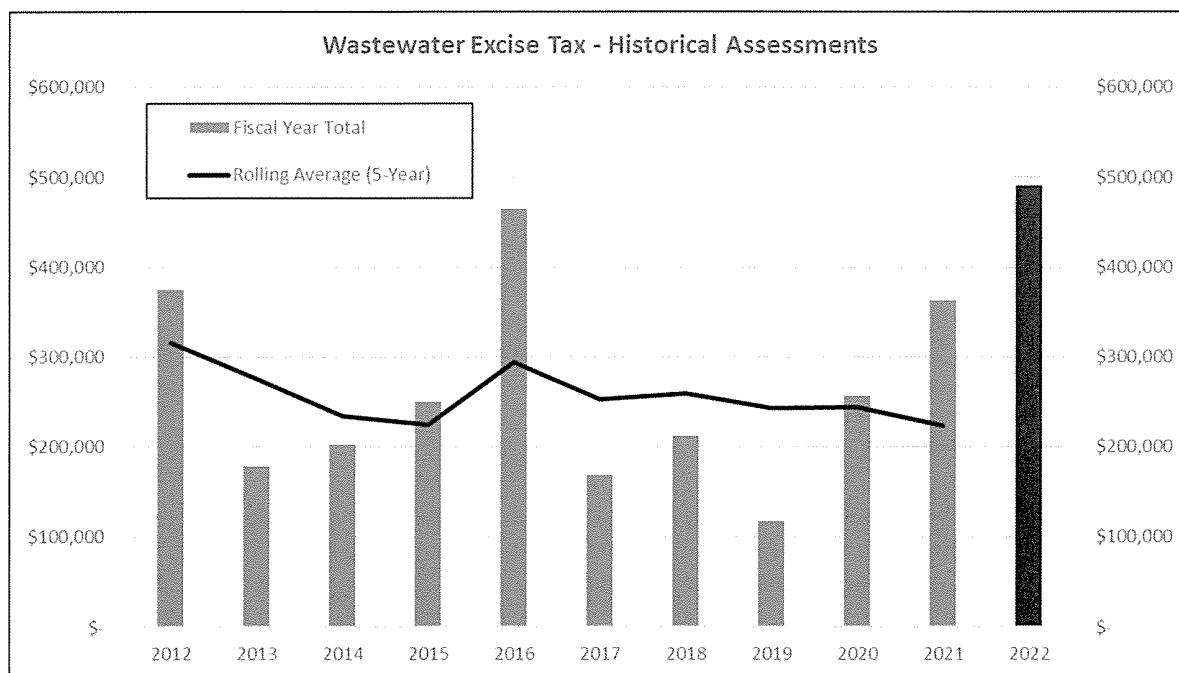
Compost Facility Scale House (SA0019):

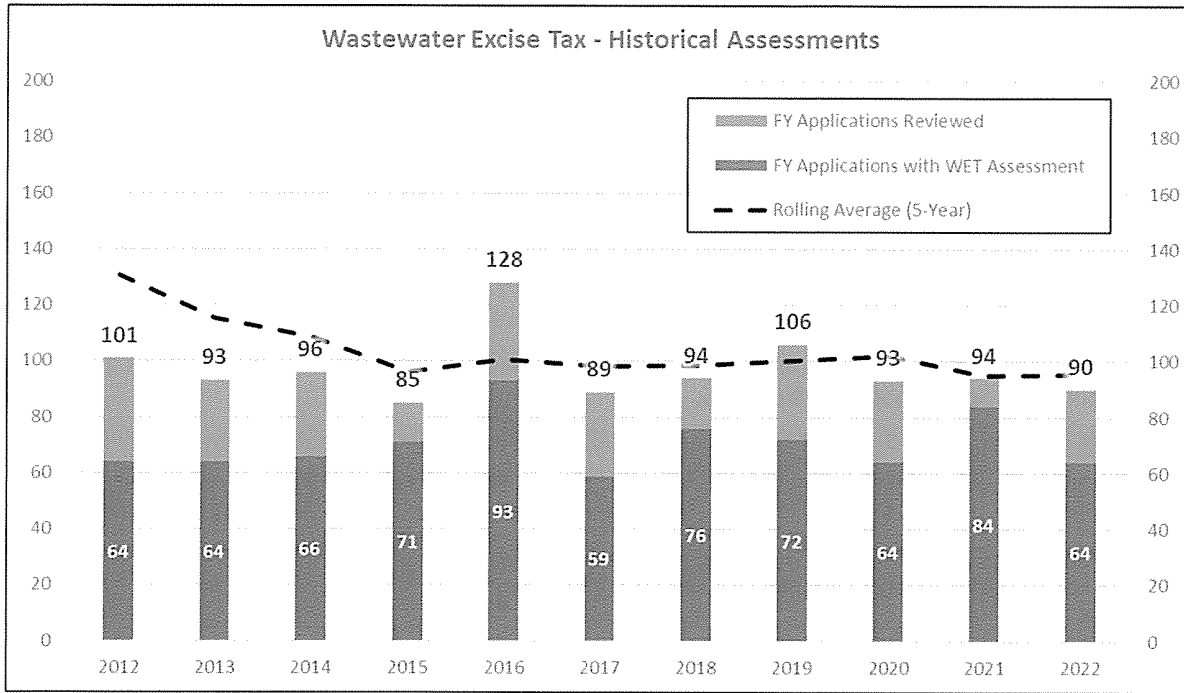
This project will modify the existing City compost facility layout located at Bratcher Minor Road, west of Jenkins, to facilitate a more efficient operation for the public and facility, install scales used for weighing large loads of compost, and construction of a modular building with potable water 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. Staff is waiting on architectural plans and updated layout plans for the facility from the engineers.

Engineer: TriCore Group, LLC (Greg Vance)

Wastewater Excise Tax – Non-Residential:

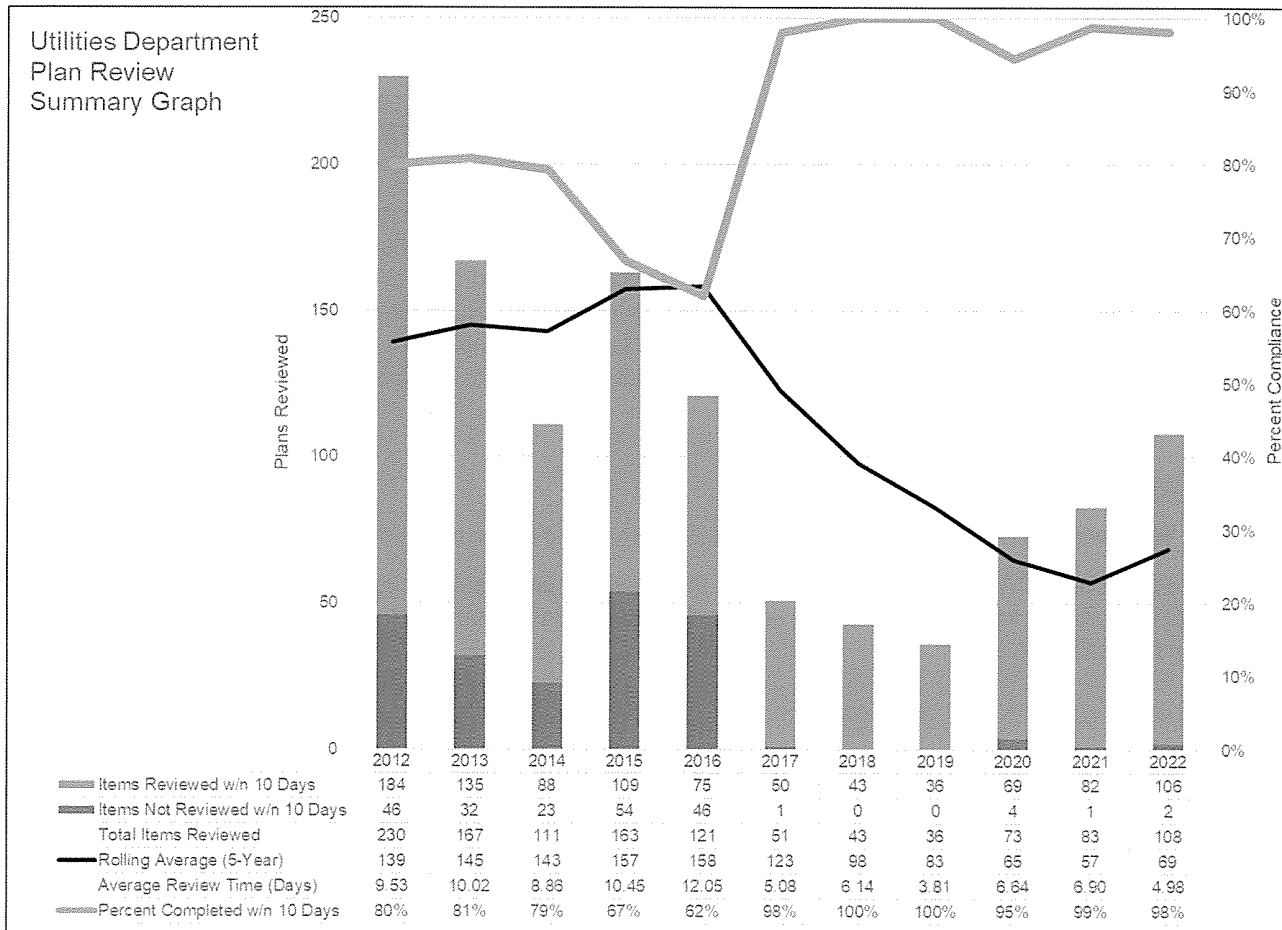
WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on 7 commercial entities last month. Of the 7 applications, 6 applications were assessed since the applications were determined to increase wastewater flows over the previous use of the site. For the fiscal year, 90 commercial properties were reviewed and a total of \$491,239.17 was assessed to the 64 entities that will increase wastewater flows for the respective property. Below are graphs showing the amount assessed and the number reviewed.





PLAN REVIEW:

Fifteen plan sets were reviewed during June. Staff reviewed 108 plans for FYE2022 with an average review time of 4.98 days and with 98 percent of plans reviewed within 10 days.



RECOUPMENT PROJECTS:

1. NW Sewer Study: 36th Interceptor & Force Main Payback projects established in 1998/1999: Because of abandonment of Carrington LS, two resolutions reducing number of parcels requiring payback approved 01/10/12. Releases for many properties now served by North interceptor system projects were filed of record in 2012. NUA approved appropriation of payback funds on 12/05/17. Collected payback fees of \$697 for Jolley Addition on 03/23/18. NUA approved appropriation of payback funds 12/10/19 allowing staff to issue payback checks to developers in late December 2019.
2. Sewer Service Area 5 Payback: Payback project established by R-0304-13 for NUA share of sewer improvements along Highway 9 from the Summit Valley Lift Station to the USPS.
3. North Porter Waterline Payback: Payback project established 04/12/05 for 12-inch waterline constructed by Calvary Free Will Baptist Church along Porter Avenue from Tecumseh Road north. Total payback to date is \$0.00 of potential \$61,177.
4. 36th Avenue NW Waterline Payback: Payback project established 08/24/99 for 24-inch waterline along 36th Avenue NW from Tecumseh Road to SE 34th in Moore. Total payback to date is \$65,123.
5. 24th Avenue NW Waterline Payback: Payback project established 04/22/08 for 24-inch waterline along 24th Avenue NW from convention center to Tecumseh Road. Medcore billed \$27,212 on 04/15/20; total payback to date is \$87,074 of original project cost of \$346,134.
6. Post Oak Lift Station Payback: Payback project approved 04/14/09 for sewer and lift station improvements to serve the Links development and other properties in SE Norman. Construction complete and final payback costs approved 01/25/11. Parcel 5 payback of \$15,717.09 paid 12/15/15; total of \$15,717.09 paid to date and will be returned to Links at end of fiscal year. Payback funds returned to Links in January 2018. Links check reissued in July 2019 as previous check was never cashed.
7. Interstate Drive Waterline Payback: NUA approved payback project on 04/22/14 for waterline improvements in University North Park in conjunction with the extension of Interstate Drive. Construction was complete in late 2015. Staff has finalized project costs, payback amounts and the Final Payback resolution approved 12/10/19. Hudiburg Subaru billed \$28,540 on 04/24/20 and UNP was billed \$32,963 for detention pond on 04/24/20.
8. Ruby Grant Waterline Payback: NUA will soon consider a new waterline payback project for waterline improvements along Franklin Road in conjunction with the Ruby Grant Park Improvements. Norman Forward through the Parks Department will fund 50% and the NUA will fund the remaining costs to be paid back over 20 years as property to the north develops. Design plans are complete and project will bid 07/25/19. Ruby Grant Waterline Payback project approved by Council 12/10/19; construction of 12-inch waterline is nearing completion. Battison Honda is considering new development along Interstate Drive north of Franklin Road that will connect to the Ruby Grant Waterline.

Private Water Well Permits Issued

4 Water Well Permits (22-2497, -2625, -2785, and -2809) were issued for the month of June.

*Staff reached out to OWRB on 7/5/2022 to discuss the permitting process/well logging as well as updates to their GIS mapping software, so that we can ensure anyone drilling a well in Norman is going through the OWRB first. Staff is waiting on a call back.

June, 2022
ENVIRONMENTAL SERVICES DIVISION
MONTHLY REPORT

INSPECTIONS	June	Year to date
Fats, oil and grease (FOG) program	32	100
Food license approval	2	4
Significant Industrial Users	1	30
Total inspections	35	134

ROUTINE ACTIVITIES	June	Year to date
Significant Industrial User sites sampled	2	34
Required annual 40 CFR Part 122, Appendix D, Table II monitoring completed (%)	0%	100%
Required quarterly 40 CFR Part 122, Appendix D, Table III monitoring completed (%)	0%	50%
HHWF: cars served	84	355
Pounds of Material Collected	5387	32350

REVENUE	June	Year to date
FOG Program (329.322425)	\$200.00	\$30,450.00
Surcharge (329.346648)	\$6,068.15	\$98,663.57
Lab Analysis Recovery (319.343526)	\$2,659.00	\$19,486.23
Industrial Discharge Permit (329.322484)	\$0.00	\$500.00
Total revenue	\$8,927.15	\$149,099.80

ENVIRONMENTAL CONTROL ADVISORY BOARD (ECAB)

- 1 Provided staff liaison support including agenda setting, meeting attendance, minutes preparation, and issue research. June 15th
- 2 Discussed Yard by Yard increased certification. Cleveland County involvement. Kevin Mink was unable to attend.
- 3 Michele presented pollinator week schedule of activities.
- 4 Received landscape spraying questionnaire responses from additional City Stormwater and Streets Depts.; reached out to OU and NPS again
- 5 Waters Worth It Proclamation approved.
- 6 ECAB members created subcommittees and selected sections of Mayor's Climate Agreement for update.

MISCELLANEOUS ACTIVITIES

- 1 Staff maintain and loan out recycling containers for special events. Containers are routinely used at the OKC Memorial Marathon, Earth Day, May Fair, Summer Breeze concerts, Midsummer Nights Fair, Groovefest, and 2nd Friday Art Walks.
- 2 Working on Phase II of the Fats, Oils and Grease Program (FOG) - to include OU businesses, fraternities, sororities, and long-term care facilities.
- 3 Staff is working with other departments to increase energy efficiency - i.e. turning off computers, duplex printing, anti-idling, methane recovery, and retrofitting pumps with variable speed drives.
- 4 Acts as President of LTWA providing support including agenda setting, issue research and collaboration
- 5 Participates on LTWA Education and Outreach Subcommittee
- 6 Participate in Lake Thunderbird TMDL, IPR Treatment Wetlands internal and external team meetings
- 7 Coordinating SW permitting (State and local) for WRF Solar project, Compost facility, HHW facility
- 8 Planned, coordinated, facilitated and implemented Pollinator Week Activities
- 9 Coordinated and facilitated the NEC inspection by Stormwater Division for HHWF on June 7
- 10 Inspected Bio-Cide (Kemin) and toured Chasm Specialty Products June 9th.
- 11 Presented Water: Past, Present and Future to Cleveland County Master Gardeners on June 15
- 12 Spoke about Pollinator Week on KFOR on June 16
- 13 Facilitated Milkweed Tour at Prairie Creek Park on June 20
- 14 Facilitated Garden weeding at Central Library on June 21
- 15 Facilitated Garden weeding at Central Library on June 22
- 16 Facilitated Eastwood Pollinator Garden Tour on June 23
- 17 Facilitated Moth Tour at Saxon Park on June 24
- 18 Facilitated Garden weeding at Prairie Creek Park on June 25
- 19 Facilitated Bee ID Tour at Saxon on June 25
- 20 Facilitated pollinator garden tour at Central Library on June 26
- 21 Coordinating with Fleet and Transit over electric vehicle charging stations and possible fees for use.
- 22 Performed annual Artful Inlets Condition Assessment on June 29
- 23 Facilitated Oklahoma Rural Water Association meeting for Operator cert. hours on June 30
- 24 IPP provided WW flow numbers for Southwestern Wire discharges, etc. resulting in \$38,582.31 in fees.
- 25 For FYE 2022, the FOG Program was responsible for removing 352,104 gallons of grease from entering the POTW

CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
SEWER MAINTENANCE				
	FYE 2022		FYE 2021	
June 2022	MONTH	YTD	MONTH	YTD
Obstructions:				
City Responsibility	3	16	2	25
Property Owner Responsibility	8	206	14	262
TOTAL	11	222	16	287
Number of Feet of Sewer Cleaned:				
Cleaned	99,705	1,201,211	101,373	1,171,173
Rodded	1,365	31,127	6,850	64,618
Foamed	0	74,476	0	81,695
SL-RAT	0	33,347	0	112,739
TOTAL	101,070	1,340,161	108,223	1,430,225
Sewer Overflows:				
Rainwater	0	0	0	0
Grease/Paper/Roots	0	0	0	0
Obstruction	1	6	0	5
Private	0	9	0	6
Other (Lift Station, Line Break, etc.)	0	0	0	1
Total Overflows	1	15	0	12
Feet of Sewer Lines Televised	23,559	231,864	32,422	266,970
Locates Completed	402	3,682	293	3,220
Manholes:				
Inspected	1,213	12,653	949	13,220
New	0	2	0	2
Rebuilt	0	0	0	0
Repaired	5	41	10	35
Feet of Sewer Lines Replaced/Repaired	15.50	85.50	0	69
Hours Worked at Lift Station	91.62	1,112.31	117	1,400
Hours Worked for Other Departments	2.04	55.58	1.00	83.05
OJI's	1	3	0	0
Square Feet of Concrete	0	0	0	324
Average Response Time (Hours)	38.00	26.11	22.00	26.09
Number of Claims	0.00	0.00	0.00	0.00

CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
WATER MAINTENANCE				
	FYE 2022		FYE 2021	
June 2022	MONTH	YTD	MONTH	YTD
New Meter Sets:	47	550	69	630
Number Short Sets	47	534	69	628
Number Long Sets	0	16	0	2
Average Meter Set Time	4.86	4.40	4.87	4.66
Number of Work Orders:				
Service Calls	493	5,188	349	5,152
Meter Resets	0	4	0	12
Meter Removals	3	36	3	25
Meter Changes	45	461	41	674
Locates Completed	394	8,479	985	9,253
Number of Water Main Breaks	10	147	22	212
Average Time Water Off	2.13	14.13	1.90	2.09
Fire Hydrants:				
New	1	3	0	2
Replaced	0	5	1	8
Maintained	117	1,340	120	1,212
Number of Valves Exercised	240	2,203	229	2,251
Feet of Main Construction	445	1,667	235	2,358
Hours of Main Construction	521	2,954	369	2,660
Meter Changeovers	0	19	13	45
OJl's	0	1	0	1
Hours Flushing/Testing New Mains	39.07	1,785	80	693
Hours Worked Outside of Division	0.00	425.83	11	813

City of Norman, Oklahoma
Department of Utilities

Monthly Progress Report
Water Reclamation Facility
June 1-31, 2022

Flow Statistics

	FYE 2022		FYE 2021	
	<u>This Month</u>	<u>YTD</u>	<u>This Month</u>	<u>YTD</u>
Total Influent Flow (M.G.)	399.0	4073.1	451.5	4391.2
Total Effluent Flow (M.G.)	395.9	3844.0	434.7	4181.6
Influent Peak Flow (MGD)	26.0	26.0	25.9	25.9
Effluent Peak Flow (MGD)	25.5	25.5	25.6	25.6
Daily Avg. Influent Flow (MGD)	13.3	11.3	15.1	11.9
Daily Avg. Effluent Flow (MGD)	13.2	10.5	14.5	11.6
Precipitation (inches)		26.9	5.7	35.7

Discharge Monitoring Report Stats

5 day BOD:

EPA minimum percentage removal 85%

Avg.

Avg.

Influent Total (mg/l)	137	198
Effluent Carbonaceous Total	2	3
Percent Removal	98.5	98.2
Total Suspended Solids:		
Influent (mg/L)	251	285
Effluent (mg/L)	5	4
Percent Removal	99.2	98.6
Dissolved Oxygen:		
Influent (min)	1.1	1.2
Effluent (min)	8.1	7.2
pH		
Influent (Low)	6.7	7.0
(High)	6.8	7.2
Effluent (Low)	6.5	7.0
(High)	6.8	7.3
Ammonia Nitrogen		
Influent (mg/L)	22.0	16.4
Effluent (mg/L)	1.5	1.7
Percent Removal	93.2	89.6

Utilities

Electrical

Total kWh Used (Plant wide)	535,640	6,614,381	537,380	6,120,020
Aeration Blowers	164,500	2,708,440	210,200	2,244,900
UV Facility	73,200	651,100	102,400	669,800

Natural Gas

Total cubic feet/day (plant wide)	264,000	5,150,000	462,000	6,062,000
-----------------------------------	---------	-----------	---------	-----------

Public Education (Tours)

1	2	2	17
---	---	---	----

Total Attendees for FYE 22

87	67
----	----

Reclaimed Water System (MG)

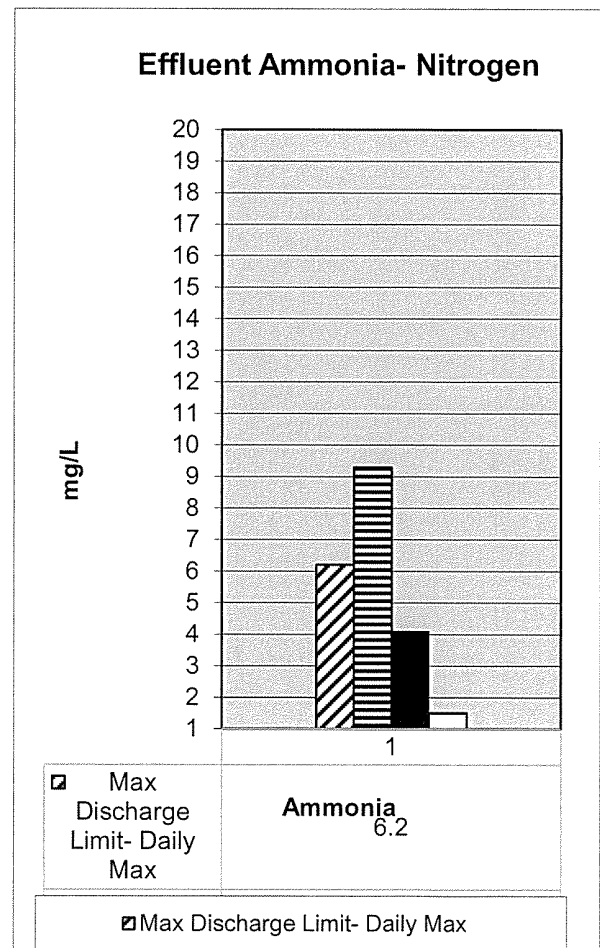
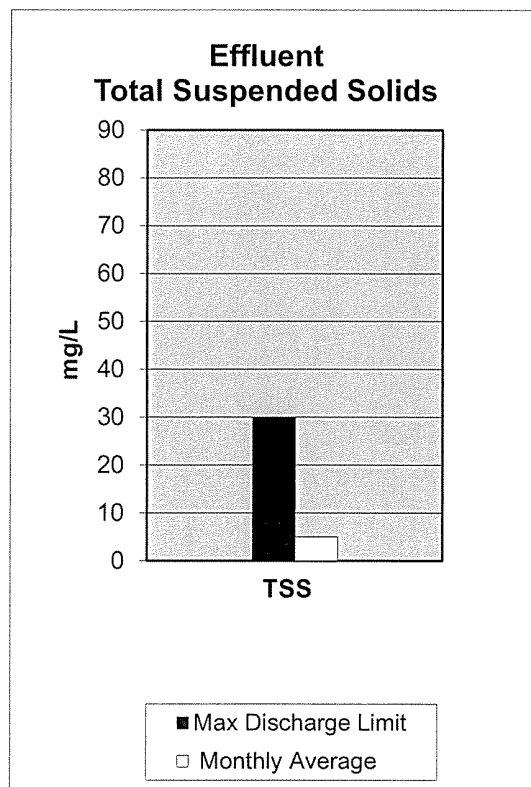
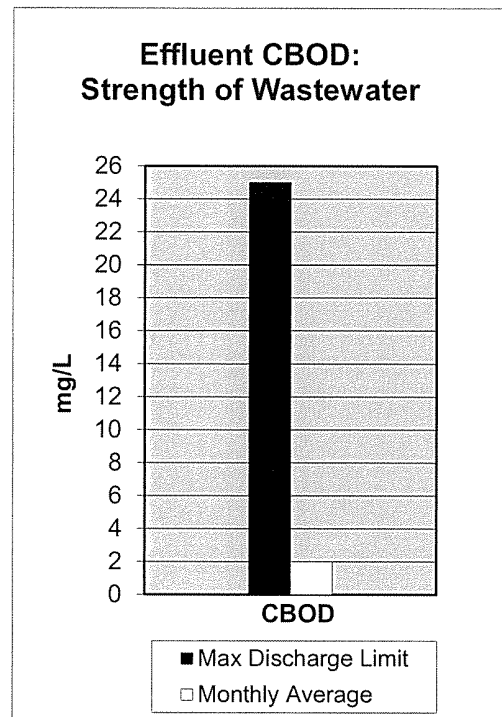
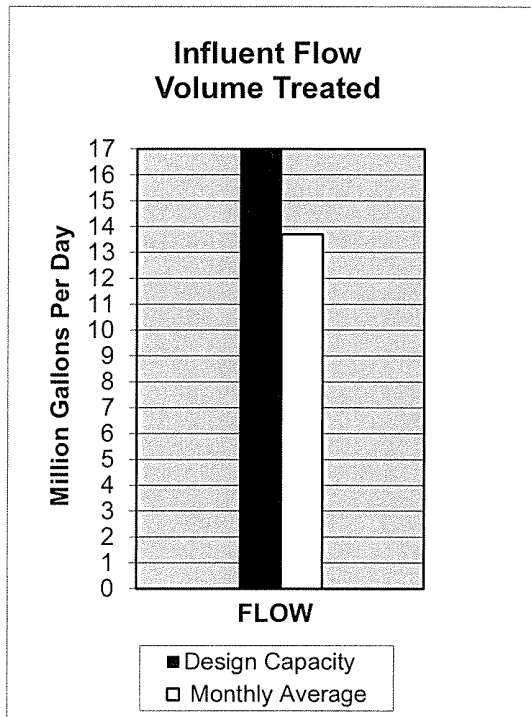
OU Golf Course	11.3	77.4	19.1	75.7
----------------	------	------	------	------

E. coli average for June 2022 **27 MPN** (Limit is 126)

End of Fiscal Year Totals

CITY OF NORMAN
WATER RECLAMATION FACILITY
 June 2022

Item 3.



Comments here

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

WATER TREATMENT DIVISION

MONTH: June-2022

	FYE 2022		FYE 2021	
	<u>This month</u>	<u>Year to date</u>	<u>This month</u>	<u>Year to date</u>
Water Supply				
Plant Production (MG)	340.97	3609.13	358.48	3797.54
Well Production (MG)	123.34	1260.03	61.81	905.50
Oklahoma City Water Used (MG)	29.23	357.42	29.55	364.92
Total Water Produced (MG)	493.54	5226.58	449.84	5067.95
Average Daily Production	16.45	14.32	14.99	13.88

Peak Day Demand

Million Gallons	20.29	26.00	18.16	26.00
Date	6/29/2022	8/23/2020	6/25/2021	8/23/2020
System Capacity (see note 1)	25.78	25.78	23.35	23.35
Demand Above Capacity (Peak Day)	0.00	0.22	0.00	2.65

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

Costs

Plant	\$672,922.10	\$8,081,073.98	\$765,672.36	\$8,936,830.64
Wells	\$235,341.66	\$2,705,816.24	\$197,913.22	\$2,560,209.59
OKC	\$95,628.44	\$1,035,875.67	\$94,258.30	\$1,006,972.86
Total	\$1,003,892.20	\$11,822,765.89	\$1,057,843.88	\$12,504,013.09

Cost per Million Gallons

Plant	\$1,973.55	\$2,239.07	\$2,135.89	\$2,353.32
Wells	\$1,908.04	\$2,147.42	\$3,201.86	\$2,827.41
OKC	\$3,271.81	\$2,898.20	\$3,190.33	\$2,759.45
Total	\$2,034.06	\$2,262.05	\$2,351.62	\$2,467.27

Water Quality

Bacterial Samples in Compliance	97	1,154	90	1,072
Bacterial Samples out of Compliance	3	23	0	2
Total number of inquiries (Note 2)	4	37	0	70
Total number of complaints (Note 2)	5	41	2	37
Number of complaints per 1000 service connections	0.13	1.06	0.05	0.92

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

Safety

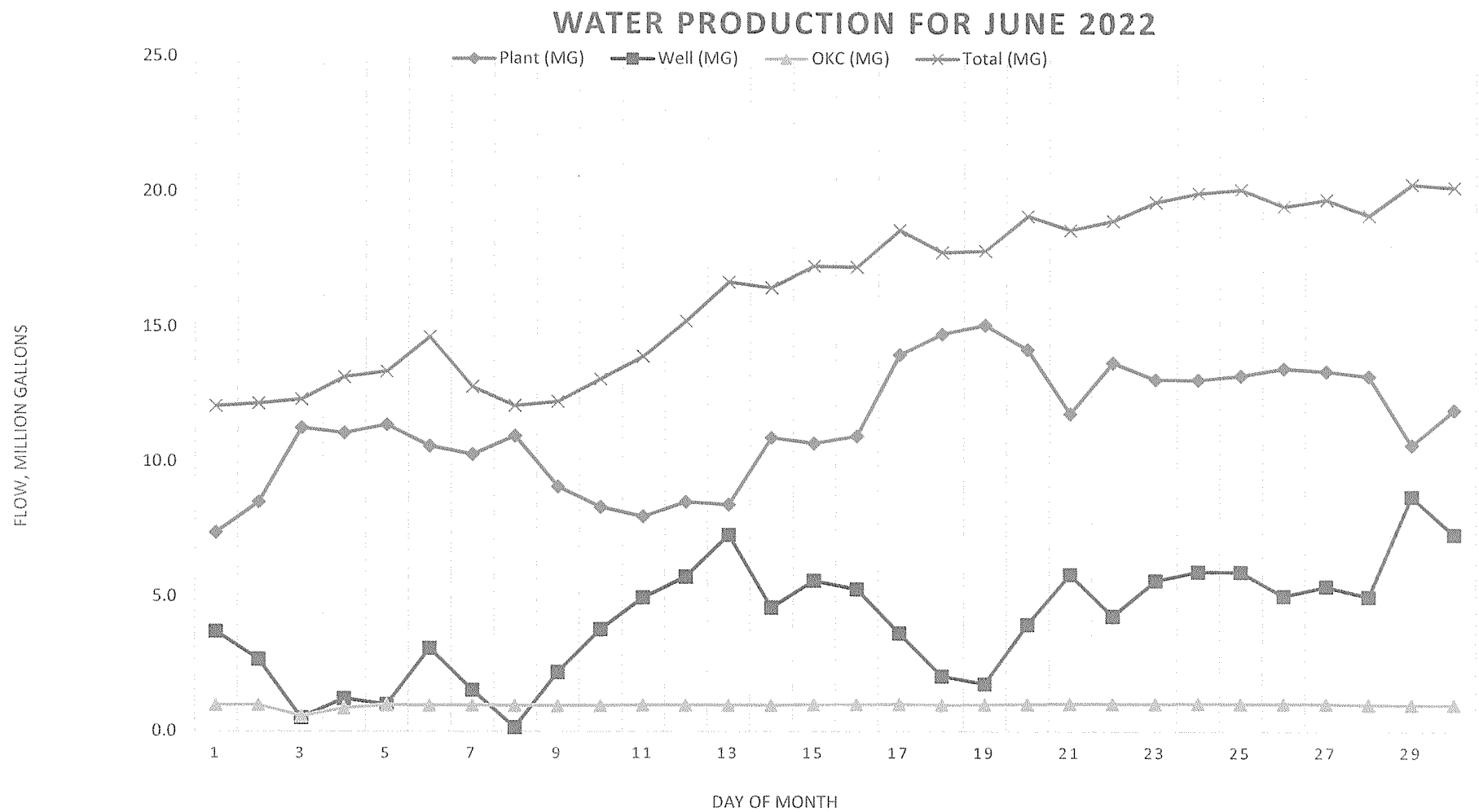
Hours lost to OJI	0	0	0	0
Hours lost to TTD	0	0	0	0
Total Hours Lost	0	0	0	0
Safety Training Sessions Held	0	3	1	4

Public Education

Number of tours conducted	1	18	1	3
Number of people on tours	4	212	1	22

Notes:

Installed Tap turbidity inline analyzer and integrated into SCADA. Meyer completed cleaning of lagoon 2 and started repair flow Well 38 motor replaced and being disinfected and tested. Solar project was connected to the plant service; waiting on meter Bleach generation system is in service and performing well. Well 43 out of service getting quotes for pump and motor



MONTHLY TRANSFER STATION REPORT

June 2022

	TONS PER MONTH	REVENUE PER MONTH
O.U. TONS	203.73	\$10,307.90
STANDARD TONS	2,412.62	\$139,149.61
CASH TONS:	553.04	\$2,370,460.00
TOTALS:	3,169.39	\$2,519,917.51

	MONTH
# OF LOADS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	475.00

# OF TONS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	10046.77
--	----------

# 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:	475.00
GRAND TOTAL TONS TO LANDFILLS	10,046.77

DISPOSAL COST PER TON (OKC)	\$21.47
TIPPING FEE'S FOR DUMPING AT OKC:	\$215,704.15
GRAND TOTAL TIPPING FEE'S	\$215,704.15

# OF LOADS BROUGHT TO TRANSFER STATION BY COMMERCIAL SANITATION TRUCKS:	673.00
--	--------

# OF TONS BROUGHT TO TRANSFER STATION BY COMMERCIAL SANITATION TRUCKS:	4114.18
---	---------

# OF LOADS BROUGHT TO TRANSFER STATION BY RESIDENTIAL SANITATION TRUCKS:	398.00
---	--------

# OF TONS BROUGHT TO TRANSFER STATION BY RESIDENTIAL SANITATION TRUCKS:	2999.18
--	---------

TOTAL LOADS BROUGHT TO TRANSFER STATION:	1071.00
--	---------

TOTAL TONS BROUGHT TO TRANSFER STATION:	7113.36
---	---------

MISCELLANEOUS TONS BROUGHT BY OTHER DEPTS.:	126.64
---	--------

TOTAL TONS RECEIVED AT TRANSFER STATION	20456.16
---	----------

Drop Center Report JUNE 2022

MONTHLY UNIT PRICES	Revenue per ton	Proc. Fee	LBs Rejected	Tons Rejected	%	LNDFL Fee	Tons Diverted	\$ Diverted
ALUMINUM:	\$1,780.00	\$0.00		0	0	0%	\$21.47	\$2,004.87
PLASTICS:	\$15.00	\$0.00						
STEEL CANS:	\$0.00	\$0.00						
MIXED OFFICE PAPER:	\$55.00	\$0.00						
CARDBOARD:	\$130.00	\$0.00						

RECYCLING CENTER DATA:	#9	Westwood	Hollywood	Transfer					
	TONS	TONS	Tons	Tons	Total Tons	PRO/FEE	Revenues	Net	
ALUMINUM:	1.06	0.11	1.02	0	2.19	\$0.00	\$3,898.20	\$3,898.20	
PLASTICS:	3.44	0.63	4.22	0	8.29	\$0.00	\$124.35	\$124.35	
STEEL CANS:	0.42	0.08	0.48	0	0.98	\$0.00	\$0.00	\$0.00	
MIXED OFFICE PAPER:	0	4.78	5.58	0	10.36	\$0.00	\$569.80	\$569.80	
CARDBOARD:	15.71	11.17	28.58	1.02	56.48	\$0.00	\$7,342.40	\$7,342.40	
RECYCLING CENTER TOTALS:	20.63	16.77	39.88	1.02	78.3	\$0.00	\$11,934.75	\$11,934.75	

Other Cardboard Containers		Compactors		Wood		Glass		Metal	
TONS	Revenues	TONS	Revenues	TONS	Revenues	TONS	Revenues	TONS	Revenues
55.96	\$7,274.80	8.29	\$1,077.70	0	\$0.00	25.08	\$0.00	4.05	\$405.00
								Cost	\$170.00
								Profit	\$235.00

Expenses	Average hrly+ benefits						
	Cage Rolloff	Cardboard	Occ Compact	MXD Office	Total		
Hours	48	209	4	10	271		
Labor \$	\$1,285.44	\$5,597.02	\$107.12	\$267.80	\$7,257.38	Customer Revenue	
Vehicle cost	\$468.00	\$1,751.86	\$39.00	\$97.23	\$2,356.09	\$11,825.83	

Total All Recycle and Cardboard		Total Recycle Only		Total Cardboard	
Tons	Revenues	Tons	Revenues	Tons	Revenues
171.68	\$20,522.25	50.95	\$4,827.35	120.73	\$15,694.90

Revenue	Income	Expense	Net
	\$32,348.08	\$9,613.47	\$ 22,734.61

CURBSIDE MONTHLY RECYCLING REPORT**JUNE****PROGRAM STATISTICS**

	AVERAGE
	MONTH
SET OUT/PARTICIPATION RATE:	92%
AVERAGE TONS PER DAY :	25.95
POUNDS PER HOME:	14.12

COMMODITY BY TON

	% of Total	TONS
ALUMINUM BEVERAGE CAN	1.96%	8.3
#1 PET	4.08%	17.28
NEWS	0.00%	0
GLASS CONTAINERS	10.07%	42.65
MIX PAPER	29.67%	125.67
PLASTIC FILM	0.60%	2.54
#2 NATURAL	1.11%	4.7
#2 COLOR	1.66%	7.03
#3-#7	0.00%	0
METAL	0.30%	1.27
RIGIDS	0.26%	1.1
TIN-STEEL SCRAP	2.14%	9.06
TRASH	27.91%	118.22
OCC	20.24%	85.73
TOTAL	100.00%	423.55

	MONTH
SERVICE CALLS (MISSES)	33
HOUSESIDE	2
REMINDER	2
SCATTERED	0
MISC.	0
REPAIR	26
NEW	31
ADD	4
MISSING	21
EXCHANGE	1
REPLACE	9
PICK UP	11
TOTAL CALLS	140.00

	MONTH
LANDFILL COST AVOIDANCE	\$8,365.11

SANITATION DIVISION PROGRESS REPORT
SUMMARY 2022

	FYE 21		FYE 22	
	MONTH	YR-TO-DATE	MONTH	YR-TO-DATE
<u>Vehicle Accidents</u>	2	8	0	10
<u>On The Job Injuries</u>	0	9	0	5
<u>Bulk Pickups</u>	43	313	42	367
<u>Refuse Complaints</u>	156	1276	132	1292
<u>New Polycarts Requests</u>	92	843	46	656
<u>Polycarts Exchanges</u>	12	104	41	139
<u>Additional Polycart Requests</u>	165	951	93	1045
<u>Replaced Stolen Polycarts</u>	16	219	38	301
<u>Replaced Damaged Polycarts</u>	101	1049	89	949
<u>Polycarts Repaired</u>	51	492	36	490

COMPOST MONTHLY REPORT

JUNE

MONTH

TONS BROUGHT IN BY COMPOST CREWS:	532.74
LANDFILL TIPPING FEE'S	\$ 21.47
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 11,437.93

TONS BROUGHT IN BY PUBLIC:	600.00
TONS BROUGHT IN BY CONTRACTORS :	1,450.00
TONS BROUGHT IN BY OTHER CITY DEPARTMENTS:	120.00
LANDFILL TIPPING FEE'S	\$ 21.47
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 46,589.90

TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 58,027.83
---	--------------

REVENUE COLLECTED FROM COMPOST SALES:	\$0.00
REVENUE COLLECTED FROM GATE SALES:	\$17,840.00

TOTAL TONS COLLECTED	2,702.74
TOTAL REVENUE COLLECTED	\$17,840.00

MULCH CUBIC YDS
MONTH

COMPOST CUBIC YDS
MONTH

PARKS DEPT.	
ROAD & CHANNEL	
LINE MAINTENANCE	
STREET DEPT.	
WATER TREATMENT	
MURPHY PRODUCTS OKC	
SELF LOADING BIN	0
DRYING BEDS	0
COMPOST SOLD BY CUBIC YARDS	
MULCH SOLD BY CUBIC YARDS	300
TOTAL:	300

	0
	0

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

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.



DATE: July 13, 2022

TO: Darrel Pyle, City Manager

FROM: Brandon Brooks, Staff Engineer

THROUGH: Shawn O'Leary, Director of Public Works

SUBJECT: 2022 Bridge Investment Program Planning Grant Application and Bridge Bond Program Development

BACKGROUND:

The Oklahoma Department of Transportation (ODOT) is tasked by the Federal Highway Administration (FHWA) to perform Bridge Safety Inspections for all publicly owned structures greater than 20 feet in length. Inspections are performed at least once every two years to identify any critical findings, document the bridge condition, and make repair recommendations if necessary. The City of Norman utilizes Qualifications Based Selection process to select an appointed Bridge Inspection Consultant. In 2017, 2019, and again 2021, H.W. Lochner has been selected for this role.

Upon completion of the biennial inspections, H.W. Lochner provides the City with inspection reports detailing their findings. Staff then use the data contained in the inspection reports to identify bridges that are in need of rehabilitation, maintenance, and/or replacement. In 2021, the following four locations were deemed to be the highest priority for maintenance:

- NBI No. 05645 – 48th Ave. SE (0.8 miles South of HWY 9)
- NBI No. 18958 – W. Imhoff Rd. (0.2 miles East of S. Berry Rd.)
- NBI No. 20034 – Cedar Lane Rd. (0.8 miles East of Indian Meridian Ave.)
- NBI No. 09189 – 60th Ave. NE (0.5 miles North of Rock Creek Rd.)

On July 29, 2021, the West Imhoff Road Bridge experienced a failure warranting the closure of West Imhoff Road between Walnut Road and Berry Road. This was the third bridge failure to occur in the City of Norman within the last 6 years.

Despite the failure of the West Imhoff Road Bridge, the City's Bridge Maintenance Program has generally been successful in recent years. Since the 2019 Off-System Bridge Inspections, the City has seen a reduction in the number of structurally deficient bridges; from thirteen (13) in 2019 to five (5) today. The failure of the West Imhoff Road Bridge prompted staff to adopt a more proactive, rather than reactive, approach to the bridge infrastructure in the City. Staff developed a detailed inventory ranking system, consulted with H.W. Lochner to validate the findings of the ranking system, and contracted with H.W. Lochner to perform a Bridge Maintenance Program Site Discovery that provided detailed cost estimates for rehabilitation/replacement for twenty (20) of the City's most in-need bridges. All of the aforementioned activities have ensured an additional measure of accuracy for future large-scale bridge improvement activities and provided more detailed information necessary for City Council to consider a Bridge Maintenance Bond Election in the future.

DISCUSSION:

On June 13, 2022, a Notice of Funding Opportunity (NOFO) was released by the FHWA for its Bridge Investment Program (BIP). Through the Infrastructure Investment and Jobs Act (IIJA), the BIP funding can be used for planning, bridge investment, and large bridge investment. The goals for the program as stated by the FHWA are as follows:

- Improve condition by reducing the number of miles traveled over bridges:
 - In poor condition
 - In fair condition and at risk of falling into poor condition
 - That do not meet current geometric design standards
 - That cannot meet the load and traffic requirements of the regional transportation network
- Improve safety, efficiency, and reliability of the movement of people and freight over bridges
- Provide financial assistance that leverages and encourages non-Federal contributions

Staff held meetings with Freese and Nichols, Meshek, and Garver to discuss the City's eligibility for this NOFO. The consensus among consultants is that, at this time, the City would be most competitive pursuing a planning grant.

The attached scope of work from Garver for grant application and engineering services seeks to perform the following:

- Provide strategic guidance and coordinate meetings with staff
- Compile an appropriate cost estimate for the grant application based on the "worst case" option for the development of a future bridge bond program
- Assembly of appropriate data to demonstrate the project's qualifications as if the City were applying for future Bridge Program grants (a stated goal of the FHWA)
- Prepare and FYE 2022 BIP planning grant application for a future City of Norman Bridge Bond Project to include a detailed and color-coordinated narrative

The total project fee will be \$45,800.00. There is an extremely tight timeline to this grant program. The final grant application must be submitted to FHWA by midnight on July 25, 2022. It appears that the City may be eligible for \$500,000.00 in grant funds.

RECOMMENDATION NO. 1:

Staff recommends approval of the proposal by Garver, dated July 13, 2022, to provide grant application and engineering services to be funded through the FYE 2022 Bridge Maintenance Program, project number TC0254 and fall under the terms of the attached proposal.

ACCEPTED BY:



Darrel Pyle, City Manager

DATE:

7-14-22

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Garver, LLC. (CONSULTANT) for the following reasons:

1. The OWNER intends to perform a bridge discovery whereby detailed cost estimates for bridge replacement or rehabilitation are compiled for twenty (20) bridge locations within the City limits; and,
2. The OWNER requires certain professional administrative, technical, and analytical services in connection with the PROJECT (the SERVICES); and,
3. The CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, the OWNER and the CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be the 13th day of July, 2022.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

The CONSULTANT shall provide the SERVICES described in **Attachment A, Scope of Services**.

ARTICLE 4 - SCHEDULE

The CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in **Attachment A, Scope of Services** to be completed by the 25th day of July, 2022, or 12 days from receipt of Notice to Proceed.

ARTICLE 5 - COMPENSATION

The OWNER shall pay the CONSULTANT in accordance with **Attachment B, Compensation**. Invoices shall be due and payable upon receipt. The OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

The OWNER shall be responsible for all matters described in **Attachment C, Owner's Responsibilities**. The OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by the OWNER to the CONSULTANT. If the OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to the CONSULTANT, the OWNER shall obtain a license or right to use, including the right to sublicense to the CONSULTANT. The OWNER hereby grants the 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. The OWNER represents that the 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 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, the CONSULTANT shall maintain the following insurance:

1. General Liability Workmen's Compensation and Auto Liability insurance in accordance with the Political Subdivision Tort Claims Act of the State of Oklahoma.
2. Adequate worker's compensation insurance coverage to comply with State laws and employer's liability coverage in the minimum amount of \$100,000.
3. Comprehensive general liability insurance coverage with a minimum of \$100,000 per person and \$300,000 per accident for bodily injury or death and \$100,000 for property damage.
4. Comprehensive automobile liability insurance coverage with a minimum of \$50,000 per person and \$300,000 per accident for bodily injury or death and \$100,000 for property damage.

5. Professional Liability (errors and omissions) Insurance Certificate providing a minimum of \$100,000 policy value.

The CONSULTANT shall, upon written request, furnish the OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the OWNER. The OWNER shall require all project contractors to include the OWNER, the 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 the OWNER and the CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

The 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 the **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 the 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 the 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 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 which existence the 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 the 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 the 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 the OWNER's sole risk and without liability or legal exposure to the CONSULTANT. The OWNER shall indemnify and hold harmless the CONSULTANT and its

sub consultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle the CONSULTANT to additional compensation at rates to be agreed upon by the OWNER and the CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by the CONSULTANT and furnished to the OWNER as part of the SERVICES shall become the property of the OWNER; provided, however, that the CONSULTANT shall have the unrestricted right to their use. The 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 the 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 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The OWNER may terminate or suspend performance of this AGREEMENT for the OWNER's convenience upon written notice to the CONSULTANT. The CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to the OWNER, and the OWNER shall pay the CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to the CONSULTANT's compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither the OWNER nor the 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 the OWNER or the CONSULTANT under this AGREEMENT. The 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:

Darrel Pyle
City Manager
City of Norman
P.O. Box 370
Norman, OK 73070
(405) 366-5402 Phone

CONSULTANT:

Garver, LLC.
Bret Cabbiness, Senior Project Manager
1016 24th Avenue NW
Norman, Oklahoma 73069
1 (405) 329-2555

Nothing contained in this ARTICLE shall be construed to restrict the transmission of routine communications between representatives of the OWNER and the CONSULTANT.

ARTICLE 17 - DISPUTES

In the event of a dispute between the OWNER and the 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 available legal remedies.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

The 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, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is the 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 the OWNER or the 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. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this ARTICLE shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including **Attachments A, B, and C** incorporated by this reference, represents the entire and integrated AGREEMENT between the OWNER and the 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

The OWNER and the 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 the OWNER nor the CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the CONSULTANT may assign its rights to payment without the 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 the 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 the OWNER and the CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the OWNER and the CONSULTANT.

IN WITNESS WHEREOF, OWNER and Garver, LLC. have executed this AGREEMENT.

DATED this 13th day of July, 2022.

The City of Norman
(OWNER)

Signature

Name

Title

Date

Attest:

City Clerk

Garver, LLC.
(CONSULTANT)

Signature

Name

Title

Date July 13, 2022

Attest:

~~Secretary~~



Approved as to form and legality this 14 day of July 2022.

City Attorney



1016 24th Avenue NW
Norman, OK 73069

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

SCOPE OF SERVICES
for
City of Norman, Oklahoma
2022 Bridge Investment Program Planning Grant Application

The scope of work consists of the preparation of one (1) FY 2022 Bridge Investment Program (BIP) Planning Grant application according to the Notice of Funding Opportunity (NOFO) published by the Federal Highway Administration (FHWA) on June 10, 2022. The grant will be used for the planning of a future City of Norman bridge bond program.

The specific services to be provided are described below.

TASK 1 – STRATEGIC GUIDANCE/ COORDINATION AND MEETINGS

Garver will coordinate with City of Norman on the FHWA guidelines, application development, schedule, criteria, and overall strategy to produce the FY 2022 BIP application. This task will include weekly calls with City of Norman, including a kickoff meeting and status update meetings.

TASK 2 – COST ESTIMATE

Garver will coordinate with City of Norman staff to compile the appropriate cost estimate for the grant application. This estimate will be based on the “worst case” (i.e., most expensive) option for the development of a future bridge bond program that will replace or rehabilitate approximately twenty (20) bridges over a period of time yet to be determined.

The cost estimate will be used for the BIP planning grant application, to include previously incurred/encumbered planning activities, overall bond program planning, revenue forecasting, individual bridge project feasibility, bond program advertising and associated materials, stakeholder meetings and updating construction costs to include escalation.

It is anticipated the BIP grant will request funding of approximately \$400,000. City of Norman will provide information on matching funds, if any, and the source of those funds. Garver will create figures and tables as needed to summarize and present this information.

TASK 3 – DATA COLLECTION, COORDINATION AND TABLES

Garver will assemble the appropriate data to demonstrate the project’s qualifications as if the City of Norman were applying for future Bridge/Large Bridge Grants and meeting those project grant’s outcome criteria. This is anticipated to include, but is not limited to, reviewing data already collected and generated by the City of Norman, including bridge

inspection reports, detour routes, collision data, demographic information, and other relevant information. No demand modeling or other traffic analysis is included. Garver will create figures and tables as needed to summarize and present this information.

TASK 4 – GRAPHICS AND MAPS

Garver will choose a graphic and color scheme to maintain consistent and appealing look throughout the documents and will include identification of graphical call-out boxes to highlight specific notable facts and figures and appropriate photos and maps.

TASK 5 – BIP PLANNING GRANT APPLICATION

Garver will prepare one (1) FY 2022 BIP planning grant application for a future City of Norman bridge bond project. The narrative is limited to 25 pages (single spaced). The narrative will include the following sections, per the NOFO and Attachment #1, Planning Application Template:

- Table of Contents
- Basic Project Information
 - Project Name
 - Project Description
 - Transportation challenges
 - Project history including previously incurred costs
 - Activities to be supported by grant funding
 - Broader context of improvements by agency
 - Identification of NBI listings for possible projects of a bridge bond program
- Project Locations
- Urban/Rural Community
- Total Project Cost (planning and construction)
- Project Sponsor
- Co-Applicants
- Lead Applicant
- Prior grant funding applications/awards
- NBI Data
- Project Costs
 - Planning activities (not construction)
 - BIP request amount
 - Estimated other federal funding
 - Program
 - Amount
 - Estimated non-federal funding
 - Program
 - Amount
 - Total Planning project cost
- Planning Outcome Criteria
 - BIP Program Goals
 - Improve safety, efficiency, and reliability of movement of people and freight over bridges
 - Improve the condition of bridges in the US by

- Reducing bridges in poor condition (or in fair condition at risk of falling to poor condition within 3 years)
- Reducing total person miles traveled over bridges in poor/fair condition
- Reducing bridges that do not meet current geometric design standards or cannot meet load and traffic requirements typical of the transportation network
- Reducing total person miles traveled over bridges that do not meet current design standards/load and traffic requirements
 - Leverage and encourage non-Federal contributions in planning/design/construction.
- Project Description
 - Bridge condition (documented information)
 - How the project will meet evaluation criteria for Bridge/Large Bridge Project.
 - State of Good Repair
 - Safety
 - Mobility/Economic Competitiveness
 - Climate Change, Resiliency, and the Environment
 - Quality of Life
 - Innovation
- Project Schedule
 - Current status of planning – all activities completed or underway, with detailed schedule (start and end dates) of all activities to be funded under planning grant.
 - Also, post-planning schedule with start/end dates of all major activities through completion.
- Project Budget (for planning)
 - Start and end dates for major activities, milestones, and deliverables
 - Detailed budget with total project cost
 - All funding sources and amounts
 - Other federal grant sources/requests
- Forms (SF-424, 424A, 424B, Lobbying form, SF-LLL)
 - To be provided by City of Norman

City of Norman will be responsible for the preparation of all required forms and the submission of the grant application through the [grants.gov](https://www.grants.gov) site.

TASK 6 – DELIVERABLES AND PROJECT MANAGEMENT

Deliverables for the grant application will be reviewed for Quality Assurance/Quality Control prior to submission and include one (1) complete draft BIP Planning Grant application. These draft items will be delivered in electronic format to City of Norman on or before July 20, 2022. Assuming comments are received by July 21, 2022, the final documents will be delivered in electronic format on or before July 24, 2022. Grants must be submitted on [grants.gov](https://www.grants.gov) by 11:59 PM EDT on July 25, 2022. Garver will manage all aspects of scope, schedule, and budget.

ITEMS TO BE PROVIDED BY CITY OF NORMAN:

- Historical data (reports, memos, spreadsheets, photographs, etc....) collected to date associated with a future bridge bond program
- List of any previously documented incurred costs
- Identification of matching funds amount, if any, and source
- Forms (SF-424, 424A, 424B, Lobbying form, SF-LLL)

ATTACHMENT B COMPENSATION

Item 4.

Proposed Estimate of Effort and Fees - Garver, LLC Attachment 1 - Fee Estimate

Labor Description	E-6	E-3	E-3	E-6	X-2	P-5	P-1	T-2	X-2		
	Sr. Project Manager II	Sr. Project Engineer	Sr. Project Engineer	Sr. Project Manager II	Administrative Support	Planner V	Planner I	Drafter	Graphic Designer		
Load Hourly Rate	\$272.00	\$152.00	\$152.00	\$272.00	\$130.80	\$268.00	\$131.00	\$100.00	\$84.00		
1 Strategic Guidance/Meetings	12	4	4	4	4	12				40	\$9,307.20
2 Cost Estimate	8	6		2						16	\$3,632.00
3 Data Collection, Coordination and Tables	2	6	10	4			16	16		54	\$7,760.00
4 Graphics and Maps	2	2	10	2		2	4	8	8	38	\$5,444.00
5 Grant Application	40		2	2	12	12			8	76	\$17,185.60
6 QA/QC and Project Management	4				2	4				10	\$2,421.60
Total Hours	68	18	26	14	18	30	20	24	16	234	\$45,750.40
	\$18,496.00	\$2,736.00	\$3,952.00	\$3,808.00	\$2,354.40	\$8,040.00	\$2,620.00	\$2,400.00	\$1,344.00		

Total **\$45,750**
ROUNDED **\$45,800**

ATTACHMENT C OWNER'S RESPONSIBILITIES

ARTICLE 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

OWNER RESPONSIBILITIES

1. The OWNER shall furnish to the CONSULTANT all available information pertinent to the PROJECT including previous reports, construction plans and any other data relative to the PROJECT.
2. The OWNER shall be responsible for all permit fees.
3. The OWNER shall examine all studies, reports, sketches, estimates 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 the SERVICES of the CONSULTANT.
4. The 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 the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
5. The OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with the PROJECT.



Date: April 28, 2022
 To: Darrell Pyle, City Manager *DP*
 Through: Chris Mattingly, P.E., Director of Utilities *CM*
 From: Nathan Madenwald, P.E., Utilities Engineer *NM*
 Subject: Contract K-2021-10– Change Order No. 1
 Project SA0012/SA0009 – HHW and CM Facilities

On January 12, 2021, the Norman Municipal Authority approved Contract K-2021-10 with Landmark Construction Group, LLC for the construction of Project SA0012/SA0009 – Household Hazardous Waste (HHW) and Container Maintenance (CM) Facilities in the amount of \$2,327,300.00. The new household hazardous waste facility will provide a safe, year-round disposal option for our citizens that is environmentally friendly. The current operation is an annual collection event where citizens can dispose of approved wastes that have been accumulated throughout the year. The new facility will not require citizens to store wastes throughout the year if not needed. The new container maintenance facility will provide a safe, efficient building to allow for welding and painting of solid waste dumpsters and containers. The current facilities are inadequate and don't meet industry standards for welding and painting operations. The proposed facility will be located north of the Water Reclamation Facility.

During construction, several items were identified to modify and improve the facilities as designed. Specific modifications are:

Household Hazardous Waste Facility	Container Maintenance Facility
Deletion of horizontal metal panel requirement	Building warranty
Removal of site rubble	Increase of height for bin washing area
Modifications to flammable storage area	Access control for paint room door
Door modifications	
Deletion of storage cage	
Reduction of site paving	
Building warranty	
Loop sensor relocation	

Change Order No. 1 is an net increase for the project in the amount of \$38,194.00. Funding for Change Order No. 1 is to be split as follows:

- \$18,164.00 from the HHW construction account (SA0012-CONST) – available balance of \$36,472.82
- \$20,030.00 from the CM construction account (SA0009-CONST) – available balance of \$67,095.32

For Change Order No. 1, pursuant to Resolution No. R-1112-55 since the change order is less than \$40,000, the City Manager may approve this item and approval by the City Council is not required. Approval of Change Order No. 1 is recommended.

cc: Nathan Madenwald, P.E., Utilities Engineer
 Bret Scovill, Sanitation Manager
 Brenda Hall, City Clerk
 File

NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

DATE: December 27, 2021

CHANGE ORDER NO.: One (1)

CONTRACT NO.: K-2021-10

PROJECT: SA0012/SA0009 - HHW and CM Facilities

CONTRACTOR: Landmark Construction Group, LLC
13301 N Sante Fe Ave, OKC, OK 73114

	<u>Contract Time</u>		<u>Contract Amount</u>	
ORIGINAL:	240	calendar days	\$2,327,300.00	
PREVIOUS CHANGE ORDERS:	0	calendar days	\$0.00	
THIS CHANGE ORDER:	45	calendar days	\$38,194.00	1.64%
REVISED AMOUNT:	285	calendar days	\$2,365,494.00	
ORIGINAL START DATE:	March 1, 2021			
ORIGINAL COMPLETION DATE:	October 27, 2021			
PREVIOUS COMPLETION DATE:	October 27, 2021			
NEW COMPLETION DATE:	December 11, 2021			

DESCRIPTION:	Increase / Decrease (\$)
Modifications to the Household Hazardous Waste building and site to provide for a more functional design as shown with the changes outlined in Attachment 1 plus the addition of 15 calendar days to the contract time.	18,164.00
Modifications to the Container Maintenance building and site to provide for a more functional design as shown with the changes outlined in Attachment 1 plus the addition of 15 calendar days.	20,030.00
Landmark Construction Group, LLC agrees to complete the work as amended and modified by Change Order No. 1 as described above.	

SUBMITTED BY
CONTRACTOR:


Landmark Construction Group, LLC

Date: 12/27/2021

RECOMMENDED BY
ENGINEER:


George Winters, Studio Architecture

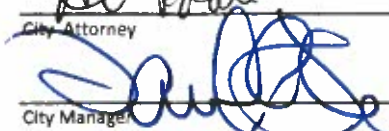
Date: 1/5/2022

APPROVED AS TO FORM
AND LEGALITY:


City Attorney

Date: 4/26/2022

ACCEPTED BY
NORMAN UTILITIES AUTHORITY:


City Manager

Date: 4-28-22

Change Order No. 1								Page 2 of 2
Contract K-2021-10								
Attachment 1								
CHANGE ORDER PAY ITEMS								
NUMBER	DESCRIPTION	UNIT	CURRENT CONTRACT AMOUNT	UNIT PRICE	ORIGINAL CONTRACT AMOUNT	QUANTITY INCREASE / DECREASE	COST INCREASE / DECREASE	PERCENT CHANGE
CO1-1	Omit HHW Horizontal Panels (PCO 001)	LS	0	\$0.00	\$0	1.00	-\$4,503.00	N/A
CO1-2	Remove Additional Site Rubble at HHW (PCO 002)	LS	0	\$0.00	\$0	1.00	\$3,300.00	N/A
CO1-3	Flammable Shaft Wall Modifications at HHW (PCO 003)	LS	0	\$0.00	\$0	1.00	\$2,684.00	N/A
CO1-4	Increase HHW Drive Thru Overhead Door Width to 11' (PCO 005)	LS	0	\$0.00	\$0	1.00	\$11,989.00	N/A
CO1-5	Additional Door at HHW for Worker Access (PCO 006)	LS	0	\$0.00	\$0	1.00	\$5,240.00	N/A
CO1-6	Reduction of Concrete Paving at HHW (PCO 007)	LS	0	\$0.00	\$0	1.00	-\$9,531.00	N/A
CO1-7	Conduits for Future Solar (PCO 008)	LS	0	\$0.00	\$0	1.00	\$3,591.00	N/A
CO1-8	Elimination of Wire Mesh Storage (PCO 009)	LS	0	\$0.00	\$0	1.00	-\$3,968.00	N/A
CO1-9	Increase of Bin Wash Door from 8' to 10' (PCO 010)	LS	0	\$0.00	\$0	1.00	\$12,968.00	N/A
CO1-10	20-Year Water Tightness Warranty and Roof Curb Modifications (PCO 011)	LS	0	\$0.00	\$0	1.00	\$7,587.00	N/A
CO1-11	Access Control for CM Paint Room (PCO 012)	LS	0	\$0.00	\$0	1.00	\$3,599.00	N/A
CO1-12	Loop Sensor at HHW Gate (PCO 013)	LS	0	\$0.00	\$0	1.00	\$2,010.00	N/A
CO1-13	Flammable Storage Area Modifications for Emergency Door Controls (PCO 014)	LS	0	\$0.00	\$0	1.00	\$3,228.00	N/A
SUBTOTAL					\$0		\$38,194.00	
	Original Contract Amount				\$2,327,300.00			
	Change Order No. 1				\$38,194.00	1.64%		
	Final Contract Amount				\$2,365,494.00			

File Attachments for Item:

5. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-68: SUBMITTED BY CHEMTRADE CHEMICALS US, L.L.C., IN THE AMOUNT OF \$648 PER TON FOR 10% AND \$540 PER TON FOR 12% FOR THE PURCHASE OF FERRIC SULFATE FOR THE WATER TREATMENT FACILITY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022
REQUESTER: ANDREW BRUEHL, UTILITIES SUPERVISOR
PRESENTER: GERI WELLBORN, UTILITIES MANAGER

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-68:
SUBMITTED BY CHEMTRADE CHEMICALS US, L.L.C., IN THE AMOUNT OF \$648 PER TON FOR 10% AND \$540 PER TON FOR 12% FOR THE PURCHASE OF FERRIC SULFATE FOR THE WATER TREATMENT FACILITY.

BACKGROUND:

On May 26, 2022, bids were opened for Bid 2122-68 for Ferric Sulfate. Ferric Sulfate is used as a coagulant in the treatment of water. Funds in the amount of \$1,002,299 have been budgeted in the fiscal year 2022-2023 (FYE 2023) Budget, Water Fund - Water Treatment Plant - Operating Chemicals (account 31955234 43108) for purchase of all treatment chemicals.

DISCUSSION:

Specifications for Bid-2122-68 for Ferric Sulfate were sent to four (4) vendors and two (2) bids were received. No-bids were due to uncertain costs and supply demands. The lowest and best bid meeting all specifications was submitted by Chemtrade Chemicals US LLC of Parsippany, NJ, in the amount of \$648 per ton for 10%, and \$540 per ton for 12%. This compares to a cost of \$470 per ton last year for the 10%, an increase of 37.87 percent and a cost last year of \$392 per ton for 12%, an increase of 37.76 percent. This increase has occurred due to shipping/transporting costs.

RECOMMENDATION:

Purchases will be made throughout FYE 2023. Bids have been examined by staff and found to be in order and proper as to form. Based upon the above information, staff recommends acceptance of the lowest and best bid as listed above.

WATER TREATMENT PLANT CHEMICALS – Ferric Sulfate
TABULATION OF BIDS
May 26, 2022

Bid No. 2122-68

	Chemtrade Parsippany, NJ	Pencco San Felipe,	Kemira Lawrence, KS	Univar Dover, FL	
ITEM	PRICE	PRICE		PRICE	
Ferric Sulfate (Price per Pound)	648.00 10% 540.00 12%	658.00 10% 548.33 12%	No bid	No bid	

CITY OF NORMAN
Office of the Purchasing Agent
Norman, Oklahoma

FORM FOR BIDDERS NO. 2122-68

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

Bid Opening: May 26, 2022
2:00 P.M.

Dear Sir:

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

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

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

SECTION I:

UNIT PRICE

10% Ferric Sulfate

* \$ 648.00 per dry ton

12% Ferric Sulfate
(bidder may offer on either or both products)

* \$ 540.00 per dry ton

DELIVERY DATE: 3-4 days after release of order

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

*FOR CONVERSION PURPOSES ONLY, PRICE EQUATES TO \$324.00 PER LIQ TON.

AFFIDAVIT OF NON-COLLUSION

STATE OF NEW JERSEYCOUNTY OF MORRIS) SSX FEIN #: 74-3104940

PARUL KACHHIA-PATEL, 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.

CHEMTRADE CHEMICALS US LLC

Bidder

By: Parul Kachhia PatelPARUL KACHHIA-PATEL,
MARKETING SPECIALISTSubscribed and sworn to before me on this 8TH day of NOVEMBER, 20 22Francesca M Turzi
NOTARY PUBLIC (or Judge)

My Commission Expires _____



File Attachments for Item:

6. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-69: SUBMITTED BY U.S. LIME COMPANY - ST CLAIR, IN THE AMOUNT OF \$244.69 PER TON FOR THE PURCHASE OF LIME FOR THE WATER TREATMENT FACILITY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: ANDREW BRUEHL, UTILITIES SUPERVISOR

PRESENTER: GERI WELLBORN, UTILITIES MANAGER

ITEM TITLE: CONSIDERATION OF AWARDDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-69:
SUBMITTED BY US LIME COMPANY - ST CLAIR, IN THE AMOUNT OF \$244.69 PER TON FOR THE PURCHASE OF LIME FOR THE WATER TREATMENT FACILITY.

BACKGROUND:

On May 26, 2022, bids were opened for Bid 2122-69 for Lime. Lime is used to adjust pH for lime softening in the treatment of water. Funds in the amount of \$1,002,299 have been budgeted in the fiscal year 2022-2023 (FYE 2023) Budget, Water Fund - Water Treatment Plant - Operating Chemicals (account 31955234 43108) for purchase of all treatment chemicals.

DISCUSSION:

Specifications for Bid-2122-69 for Lime were sent to five (5) vendors and one (1) bid was received. The No-bids were due to uncertain costs and supply demands. The lowest and best bid meeting all specifications was submitted by US Lime Company- St Clair of Marble City, OK, in the amount of \$244.69 per ton. This compares to a cost of \$204.09 per ton last year for an increase of 19.89 percent. This increase has occurred due to shipping/transporting costs.

RECOMMENDATION:

Purchases will be made throughout FYE 2023. Bids have been examined by staff and found to be in order and proper as to form. Based upon the above information, staff recommends acceptance of the lowest and best bid as listed above.

WATER TREATMENT PLANT CHEMICALS – Lime
May 26, 2022

Item 6.

Bid No. 2122-69

	US Lime Nowata, OK	Univar Dover, FL,			
ITEM	PRICE	PRICE			
Lime (Price per Ton)	244.69 per ton	No bid			

CITY OF NORMAN
Office of the Purchasing Agent
Norman, Oklahoma

FORM FOR BIDDERS NO. 2122-69

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

Bid Opening: May 26, 2022
2:00 P.M.

Dear Sir:

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

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

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

SECTION I:

	<u>UNIT PRICE</u>
Quick Lime	\$ <u>244.69</u> per ton

DELIVERY DATE: 2 Days days after release of order

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

AFFIDAVIT OF NON-COLLUSION

STATE OF Texas)COUNTY OF Dallas)ss

Tim Stone

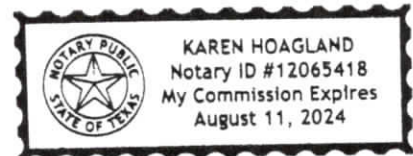
_____, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price 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.

U.S. Lime Company - St Clair

Bidder

By: Tim StoneSubscribed and sworn to before me on this 20 day of May, 20 22Karen Hoagland
NOTARY PUBLIC (or Judge)

My Commission Expires _____



File Attachments for Item:

7. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-70: SUBMITTED BY UNIVAR SOLUTIONS USA, INC., IN THE AMOUNT OF \$0.36 PER POUND FOR THE PURCHASE OF FLUOROSILICIC ACID FOR THE WATER TREATMENT FACILITY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 7/26/2022

REQUESTER: ANDREW BRUEHL, UTILITIES SUPERVISOR

PRESENTER: GERI WELLBORN, UTILITIES MANAGER

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-70:
SUBMITTED BY UNIVAR SOLUTIONS USA, INC., IN THE AMOUNT OF \$0.36 PER POUND FOR THE PURCHASE OF FLUOROSILICIC ACID FOR THE WATER TREATMENT FACILITY.

BACKGROUND:

On May 26, 2022, bids were opened for Bid 2122-70 for Fluorosilicic acid. Fluorosilicic Acid is used to add Fluoride to municipal water. Funds in the amount of \$1,002,299 have been budgeted in the fiscal year 2022-2023 (FYE 2023) Budget, Water Fund - Water Treatment Plant - Operating Chemicals (account 31955234 43108) for purchase of all treatment chemicals.

DISCUSSION:

Specifications for Bid-2122-70 for Fluorosilicic Acid were sent to five (5) vendors and one (1) bid was received. No-bids were due to uncertain costs and supply demands. The lowest and best bid meeting all specifications was submitted by Univar Solutions USA Inc. of Dover, FL, in the amount of \$0.36 per pound. This compares to a cost of \$0.35 per pound last year for an increase of 2.86 percent. This increase has occurred due to shipping/transporting costs.

RECOMMENDATION:

Purchases will be made throughout FYE 2023. Bids have been examined by staff and found to be in order and proper as to form. Based upon the above information, staff recommends acceptance of the lowest bid and best as listed above.

WATER TREATMENT PLANT CHEMICALS – Fluorosilicic Acid
Bid No. 2122-70

Item 7.

	Univar Dover, FL	Brenntag Solutions Sand Springs, OK	Pencco San Felipe, TX		
ITEM	PRICE	Price	Price		
Fluorosilicic Acid (Price per Pound)	0.36 per lb. 23% basis	0.4425	No bid		

CITY OF NORMAN
Office of the Purchasing Agent
Norman, Oklahoma

FORM FOR BIDDERS NO. 2122-70

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

Bid Opening:
May 26, 2022
2:00PM

Dear Sir:

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

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

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

SECTION I:

UNIT PRICE

Fluorosilicic Acid

\$ 0.36/lb 23% basis per pound

DELIVERY DATE: 5 business days days after release of order

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

AFFIDAVIT OF NON-COLLUSION

STATE OF Florida)COUNTY OF Hillsborough)ss

Roise Holiday 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.

Univar Solutions USA Inc.

Bidder, Roise HolidayBy: Roise HolidaySubscribed and sworn to before me on this 20th day of May, 2022

Shelley Sue Riggle
NOTARY PUBLIC (or Judge)

My Commission Expires 08-18-2023

File Attachments for Item:

8. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-73: FOR THE PURCHASE OF CALCIUM THIOSULFATE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.91 PER POUND FOR FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 7/26/2022

REQUESTER: ANDREW BRUEHL, UTILITIES SUPERVISOR

PRESENTER: GERI WELLBORN, UTILITIES MANAGER

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-73: FOR THE PURCHASE OF CALCIUM THIOSULFATE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.91 PER POUND FOR FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.

BACKGROUND:

On May 26, 2022, bids were opened for Calcium Thiosulfate (Bid 2122-73). Calcium Thiosulfate is used to remove ozone in the treatment of water. Funds in the amount of \$1,002,299 have been budgeted in the fiscal year 2022-2023 (FYE 2023) Budget, Water Fund - Water Treatment Plant - Operating Chemicals (account 31955234 43108) for purchase of all treatment chemicals.

DISCUSSION:

Specifications for Calcium Thiosulfate (Bid 2122-73) were sent to eleven (11) vendors and one (1) bid was received. No-bids were due to uncertain costs and supply demands. The lowest and best bid meeting all specifications was submitted by Brenntag Southwest, Inc. of Nowata, OK, in the amount of \$0.91 per pound. This compares to a cost of \$0.781 per pound last year for an increase of 16.52 percent. This increase has occurred due to shipping/transporting costs. Further, due to the unstable market Brenntag Southwest, Inc. has only confirmed this price for first quarter and will provide any price adjustments with thirty (30) day notice at which time the City can elect whether to accept the change in price or re-bid the product.

RECOMMENDATION:

Purchases will be made throughout FYE 2023. Bids have been examined by staff and found to be in order and proper as to form. Based upon the above information, staff recommends acceptance of the lowest and best bid as listed above.

WATER TREATMENT PLANT CHEMICALS – Calcium Thiosulfate
Bid No. 2122-73

Item 8.

	Brenntag Southwest Sand Springs, OK	Univar Dover FL			
ITEM	PRICE				
Calcium Thiosulfate (Price per Pound)	0.91 per pound	No bid			

CITY OF NORMAN
Office of the Purchasing Agent
Norman, Oklahoma

FORM FOR BIDDERS NO. 2122-73

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

Bid Opening:
May 26, 2022
2:00PM

Dear Sir:

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

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

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

SECTION I:

UNIT PRICE

Calcium Thiosulfate 275 gallon tote / 2875#'s

\$ \$0.91 per pound

DELIVERY DATE: 7-10 days after release of order

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

Due to the current unstable market, we can offer pricing firm for each quarter during the contract time. If a price needs adjusted a notice will be given 30 days in advance at which time you may elect to accept the change or rebid if necessary.

AFFIDAVIT OF NON-COLLUSION

STATE OF OklahomaCOUNTY OF Nowata) ssJim DeLozier

, 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.

Brenntag Southwest, Inc

Bidder

By:

Jim DeLozierJim DeLozierSubscribed and sworn to before me on this 16 day of May, 2022Ashleigh Browning
NOTARY PUBLIC (or Judge)My Commission Expires 4-4-2023

File Attachments for Item:

9. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-74: FOR THE PURCHASE OF BULK SODIUM HYPOCHLORITE FROM BRENN TAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.1575 PER POUND FOR FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: ANDREW BRUEHL, UTILITIES SUPERVISOR

PRESENTER: GERI WELLBORN, UTILITIES MANAGER

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-74: FOR THE PURCHASE OF BULK SODIUM HYPOCHLORITE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.1575 PER POUND FOR FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.

BACKGROUND:

On May 26, 2022, bids were opened for Bulk Sodium Hypochlorite (Bid 2122-74). Bulk Sodium Hypochlorite is used for disinfection in the treatment of water. Funds in the amount of \$1,002,299 have been budgeted in the fiscal year 2022-2023 (FYE 2023) Budget, Water Fund - Water Treatment Plant - Operating Chemicals (account 31955234 43108) for purchase of all treatment chemicals.

DISCUSSION:

Specifications for Bulk Sodium Hypochlorite (Bid 2122-74) were sent to ten (10) vendors and one (1) bid was received. No-bids were due to uncertain costs and supply demands. The lowest and best bid meeting all specifications was submitted by Brenntag Southwest, Inc. of Nowata, OK, in the amount of \$0.1575 per pound. This compares to a cost of \$0.121 per pound last year for an increase of 30.17 percent. This increase has occurred due to shipping/transporting costs. Further, due to the unstable market Brenntag Southwest, Inc. has only confirmed this price for first quarter and will provide any price adjustments with thirty (30) day notice at which time the City can elect whether to accept the change in price or re-bid the product.

RECOMMENDATION:

Purchases will be made throughout FYE 2023. Bids have been examined by staff and found to be in order and proper as to form. Based upon the above information, staff recommends acceptance of the lowest and best bid as listed above.

WATER TREATMENT PLANT CHEMICALS – Sodium Hypochlorite (Bulk)
May 26, 2022

Item 9.

Bid No. 2122-74

	Brenntg Southwest Sand Springs, OK	Univar			
ITEM	PRICE	Dover, FL			
Sodium Hypochlorite (Bulk) (Price per Pound)	0.1575 per lb.	No bid			

CITY OF NORMAN
Office of the Purchasing Agent
Norman, Oklahoma

FORM FOR BIDDERS NO. 2122-74

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

Bid Opening:
May 26, 2022
2:00PM

Dear Sir:

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

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

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

SECTION I:

UNIT PRICE

Sodium Hypochlorite bulk delivery

\$ 0.1575 per pound

DELIVERY DATE: 5 days days after release of order

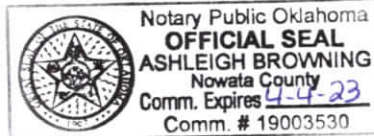
All items or materials shall be delivered to the City of Norman with transportation charges prepaid by the bidder.

Due to the current unstable market, we can offer pricing firm for each quarter during the contract time. If a price needs adjusted a notice will be given 30 days in advance at which time you may elect to accept the change or rebid if necessary.

AFFIDAVIT OF NON-COLLUSION

STATE OF Oklahoma)COUNTY OF Nowata)ssJim DeLozier

_____, 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.

Brenntag Southwest, IncBidder _____
By: Jim DeLozier Jim DeLozierSubscribed and sworn to before me on this 16 day of May, 2022Ashleigh Browning
NOTARY PUBLIC (or Judge)My Commission Expires 4-4-2023

File Attachments for Item:

10. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-75: FOR THE PURCHASE OF LIQUID AMMONIA SULFATE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.2425 PER POUND FOR THE FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 7/26/2022

REQUESTER: ANDREW BRUEHL, UTILITIES SUPERVISOR

PRESENTER: GERI WELLBORN, UTILITIES MANAGER

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-75: FOR THE PURCHASE OF LIQUID AMMONIA SULFATE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.2425 PER POUND FOR THE FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.

BACKGROUND:

On May 26, 2022, bids were opened for Bid 2122-75 for Liquid Ammonia Sulfate. Liquid Ammonia Sulfate is used as a disinfectant in the treatment of water. Funds in the amount of \$1,002,299 have been budgeted in the fiscal year 2022-2023 (FYE 2023) Budget, Water Fund - Water Treatment Plant - Operating Chemicals (account 31955234 43108) for purchase of all treatment chemicals.

DISCUSSION:

Specifications for Bid-2122-75 for Liquid Ammonia Sulfate were sent to eight (8) vendors and four (4) bids were received. No-bids were due to uncertain costs and supply demands. The lowest and best bid meeting all specifications was submitted by Brenntag Southwest, Inc. of Nowata, OK, in the amount of \$0.2425 per pound. This compares to a cost of \$0.137 per pound last year for an increase of 77.01 percent. This increase has occurred due to shipping/transporting costs. Further, due to the unstable market Brenntag Southwest, Inc. has only confirmed this price for first quarter and will provide any price adjustments with thirty (30) day notice at which time the City can elect whether to accept the change in price or re-bid.

RECOMMENDATION:

Purchases will be made throughout FYE 2023. Bids have been examined by staff and found to be in order and proper as to form. Based upon the above information, staff recommends acceptance of the lowest and best bid as listed above.

WATER TREATMENT PLANT CHEMICALS – Liquid Ammonia Sulfate
TABULATION OF BIDS
May 26, 2022

Bid No. 2122-75

	Brenntag Sand Springs, OK	Univar Dover, FL	Water Tech McAlester, OK	Chemtrade Parsippany, NJ
ITEM	PRICE		PRICE	
Liquid Ammonia Sulfate (Price per Pound)	0.2425/lb.	0.52/lb.	0.255/lb..	0.299

CITY OF NORMAN
Office of the Purchasing Agent
Norman, Oklahoma

FORM FOR BIDDERS NO. 2122-75

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

Bid Opening:
May 26, 2022
2:00PM

Dear Sir:

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

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

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

SECTION I:

UNIT PRICE

Liquid Ammonia Sulfate

\$ \$ 0.2425 per pound

DELIVERY DATE: 7 - 10 working days after release of order

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

Due to the current unstable market, we can offer pricing firm for each quarter during the contract time. If a price needs adjusted a notice will be given 30 days in advance at which time you may elect to accept the change or rebid if necessary.

AFFIDAVIT OF NON-COLLUSION

STATE OF Oklahoma)COUNTY OF Nowata)ss

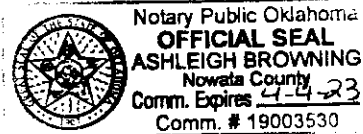
Jim DeLozier

_____, 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.

Brenntag Southwest, Inc

Bidder

By: Jim DeLozier

Jim DeLozierSubscribed and sworn to before me on this 16 day of May, 2022Ashleigh Browning
NOTARY PUBLIC (or Judge)My Commission Expires 4-4-2023

File Attachments for Item:

11. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-77: SUBMITTED BY WATER TECH, INC., IN THE AMOUNT OF \$0.39 PER POUND FOR THE PURCHASE OF HYDROGEN PEROXIDE FOR THE WATER TREATMENT FACILITY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 7/26/2022

REQUESTER: ANDREW BRUEHL, UTILITIES SUPERVISOR

PRESENTER: GERI WELLBORN, UTILITIES MANAGER

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-77:
SUBMITTED BY WATER TECH, INC., IN THE AMOUNT OF \$0.39 PER POUND FOR THE PURCHASE OF HYDROGEN PEROXIDE FOR THE WATER TREATMENT FACILITY.

BACKGROUND:

On May 26, 2022, bids were opened for Hydrogen Peroxide (Bid 2122-77). Hydrogen Peroxide is used to remove organics in the treatment of water. Funds in the amount of \$1,002,299 have been budgeted in the fiscal year 2022-2023 (FYE 2023) Budget, Water Fund - Water Treatment Plant - Operating Chemicals (account 31955234 43108) for purchase of all treatment chemicals.

DISCUSSION:

Specifications for Hydrogen Peroxide (Bid 2122-77) were sent to eight (8) vendors and three (3) bids were received. No-bids were due to uncertain costs and supply demands. The lowest and best bid meeting all specifications was submitted by Water Tech Inc. of McAlester, OK, in the amount of \$0.390 per pound. This compares to a cost of \$0.395 per pound last year for a decrease of 1.27 percent.

RECOMMENDATION:

Purchases will be made throughout FYE 2023. Bids have been examined by staff and found to be in order and proper as to form. Based upon the above information, staff recommends acceptance of the lowest and best bid as listed above.

WATER TREATMENT PLANT CHEMICALS – Hydrogen Peroxide
May 26, 2022

Item 11.

Bid No. 2122-77

	Water Tech Inc. McAlester, OK	Evonik Houston, TX,	Brenntag Southwest Sand Springs, OK	Univar Dover, FL	
ITEM	PRICE	PRICE			
Hydrogen Peroxide (Price per Pound)	0.390 per lb.	0.50 per lb.	0.57 per lb.	No bid	

CITY OF NORMAN
Office of the Purchasing Agent
Norman, Oklahoma

FORM FOR BIDDERS NO. 2122-77

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

Bid Opening:
May 26, 2022
2:00PM

Dear Sir:

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

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

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

SECTION I:

Hydrogen Peroxide

UNIT PRICE

\$ 0.390 per pound

DELIVERY DATE: 7-10 days after release of order

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

Due to 4,000 GAL TANK, FREIGHT ESTIMATED
ON 25,000 # LOAD (APPROXIMATELY 3,000 GALS)

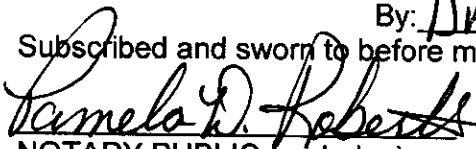
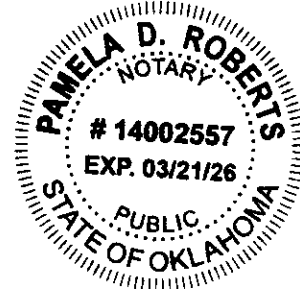
AFFIDAVIT OF NON-COLLUSION

STATE OF OKLAHOMACOUNTY OF PITTSBURG ssDANRELL ROSE

, 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.

WATER TECH, INC.

Bidder

By: DANRELL ROSE Subscribed and sworn to before me on this 20 day of May, 2022
NOTARY PUBLIC (or Judge)My Commission Expires 3-21-2026

File Attachments for Item:

12. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-78: SUBMITTED BY AIRGAS, USA, L.L.C., IN THE AMOUNT OF \$124.57 PER TON FOR THE PURCHASE OF LIQUID OXYGEN FOR THE WATER TREATMENT FACILITY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 7/26/2022

REQUESTER: ANDREW BRUEHL, UTILITIES SUPERVISOR

PRESENTER: GERI WELLBORN, UTILITIES MANAGER

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-78:
SUBMITTED BY AIRGAS, USA, L.L.C., IN THE AMOUNT OF \$124.57 PER TON FOR THE PURCHASE OF LIQUID OXYGEN FOR THE WATER TREATMENT FACILITY.

BACKGROUND:

On May 26, 2022, bids were opened for Bid 2122-78 for Liquid Oxygen. Liquid Oxygen is used to create ozone in the treatment of water. Funds in the amount of \$1,002,299 have been budgeted in the fiscal year 2022-2023 (FYE 2023) Budget, Water Fund - Water Treatment Plant - Operating Chemicals (account 31955234 43108) for purchase of all treatment chemicals.

DISCUSSION:

Specifications for Bid-2122-78 for Liquid Oxygen were sent to five (5) vendors and two (2) bids were received. No-bids were due to uncertain costs and supply demands. The lowest and best bid meeting all specifications was submitted by Airgas USA LLC of Oklahoma City, OK, in the amount of \$124.57 per ton. This compares to a cost of \$118.34 per ton last year for an increase of 5.26 percent. This increase has occurred due to shipping/transporting costs.

RECOMMENDATION:

Purchases will be made throughout FYE 2023. Bids have been examined by staff and found to be in order and proper as to form. Based upon the above information, staff recommends acceptance of the lowest and best bid as listed above.

WATER TREATMENT PLANT CHEMICALS – Liquid Oxygen
May 26, 2022

Item 12.

Bid No. 2122-78

	Airgas Oklahoma City, OK	Air Products Allentown, PA,	Univar Dover, FL		
ITEM	PRICE	PRICE			
Liquid Oxygen (Price per Ton)	124.57 per ton	151.00 per ton	No bid		

CITY OF NORMAN
Office of the Purchasing Agent
Norman, Oklahoma

Item 12.

FORM FOR BIDDERS NO. 2122-78

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

Bid Opening:
May 26, 2022
2:00PM

Dear Sir:

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

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

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

SECTION I:

UNIT PRICE PER TON

Liquid Oxygen

\$ 124.57

DELIVERY DATE: 48 hours (days after verbal order)

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

AFFIDAVIT OF NON-COLLUSION

STATE OF Oklahoma)COUNTY OF Oklahoma)ssGerald Mobley

, 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.

Airgas USA LLC

Bidder

By: Gerald R. MobleySubscribed and sworn to before me on this 26 day of May, 20 22Carla M. Weems
NOTARY PUBLIC (or Judge)My Commission Expires 10/11/24

File Attachments for Item:

13. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-82: FOR THE PURCHASE OF TOTE SODIUM HYPOCHLORITE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.2986 PER POUND FOR THE FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: ANDREW BRUEHL, UTILITIES SUPERVISOR

PRESENTER: GERI WELLBORN, UTILITIES MANAGER

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-82: FOR THE PURCHASE OF TOTE SODIUM HYPOCHLORITE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.2986 PER POUND FOR THE FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.

BACKGROUND:

On May 26, 2022, bids were opened for Tote Sodium Hypochlorite (Bid 2122-82). Tote Sodium Hypochlorite is used for disinfection in the treatment of water. Funds in the amount of \$1,002,299 have been budgeted in the fiscal year 2022-2023 (FYE 2023) Budget, Water Fund - Water Treatment Plant - Operating Chemicals (account 31955234-43108) for purchase of all treatment chemicals.

DISCUSSION:

Specifications for Tote Sodium Hypochlorite (Bid 2122-82) were sent to ten (10) vendors and two (2) bids were received. No-bids were due to uncertain costs and supply demands. The lowest and best bid meeting all specifications was submitted by Brenntag Southwest, Inc. of Nowata, OK, in the amount of \$0.2986 per pound. This compares to a cost of \$0.22 per pound last year, for an increase of 35.72 percent (+35.72%). This increase has occurred primarily due to shipping/transporting costs. Further, due to the unstable market Brenntag Southwest, Inc. has only confirmed this price for first quarter and will provide any price adjustments with thirty (30) day notice at which time the City can elect whether to accept the change in price or re-bid the product.

RECOMMENDATION:

Purchases will be made throughout FYE 2023. Bids have been examined by staff and found to be in order and proper as to form. Based upon the above information, staff recommends acceptance of the lowest and best bid as listed above.

WATER TREATMENT PLANT CHEMICALS – Sodium Hypochlorite (Tote)
Bid No. 2122-82

Item 13.

	Brenntag Southwest Nowata, OK	Univar Dover, FL			
ITEM	PRICE	Price			
Sodium Hypochlorite (Tote) (Price per Pound)	0.2986 per lb.	0.50 per lb.			

CITY OF NORMAN
Office of the Purchasing Agent
Norman, Oklahoma

FORM FOR BIDDERS NO. 2122-82

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

Bid Opening:
May 26, 2022
2:00PM

Dear Sir:

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

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

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

SECTION I:

UNIT PRICE

Sodium Hypochlorite tote delivery

\$ \$ 0.2986 per pound

DELIVERY DATE: 7 days days after release of order

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

Due to the current unstable market, we can offer pricing firm for each quarter during the contract time. If a price needs adjusted a notice will be given 30 days in advance at which time you may elect to accept the change or rebid if necessary.

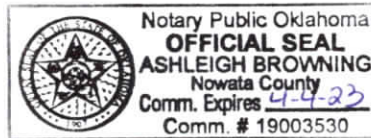
AFFIDAVIT OF NON-COLLUSION

STATE OF OklahomaCOUNTY OF Nowata)ssJim DeLozier

_____, 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.

Brenntag Southwest, inc

Bidder

By: Jim DeLozier Jim DeLozierSubscribed and sworn to before me on this 16 day of May, 20 22Ashleigh Browning
NOTARY PUBLIC (or Judge)My Commission Expires 4-4-2023

File Attachments for Item:

14. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-86: SUBMITTED BY POET PURE ETHANOL PRODUCTS IN THE AMOUNT OF \$250 PER TON FOR THE PURCHASE OF CARBON DIOXIDE FOR THE WATER TREATMENT FACILITY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: ANDREW BRUEHL, UTILITIES SUPERVISOR

PRESENTER: GERI WELLBORN, UTILITIES MANAGER

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-86:
SUBMITTED BY POET PURE ETHANOL PRODUCTS IN THE AMOUNT OF \$250 PER TON FOR THE PURCHASE OF CARBON DIOXIDE FOR THE WATER TREATMENT FACILITY.

BACKGROUND:

On June 30, 2022, bids were opened for Carbon Dioxide (Bid 2122-86). Carbon Dioxide is used for pH adjustment in the treatment of water. Funds in the amount of \$1,002,299 have been budgeted in the fiscal year 2022-2023 (FYE 2023) Budget, Water Fund - Water Treatment Plant - Operating Chemicals (account 31955234-43108) for purchase of all treatment chemicals.

DISCUSSION:

Specifications for Carbon Dioxide (Bid 2122-86) were sent to five (5) vendors and one (1) bid was received. No-bids were due to uncertain costs and supply demands. The lowest and best bid meeting all specifications was submitted by Poet Ethanol Products of Wichita, KS, in the amount of \$250 per ton. This compares to a cost of \$125 per ton last year for an increase of 200 percent (200%). This increase has occurred primarily due to shipping/transporting costs.

RECOMMENDATION:

Purchases will be made throughout FYE 2023. Bids have been examined by staff and found to be in order and proper as to form. Based upon the above information, staff recommends acceptance of the lowest and best bid as listed above.

WATER TREATMENT PLANT CHEMICALS – Carbon Dioxide
Bid No. 2122-86

Item 14.

	Poet Ethanol Wichita, KS				
ITEM	PRICE				
Carbon Dioxide (Price per Ton)	250.00 per ton				

CITY OF NORMAN
Office of the Purchasing Agent
Norman, Oklahoma

FORM FOR BIDDERS NO. 2122-86

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

Bid Opening:
June 30, 2022
2:00PM

Dear Sir:

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

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

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

SECTION I:

UNIT PRICE PER TON

Carbon Dioxide (at Water Treatment Plant)

\$ 250

DELIVERY DATE: 2 business (days after verbal order)

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

AFFIDAVIT OF NON-COLLUSION

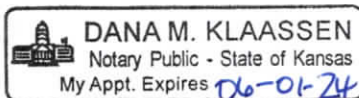
STATE OF KANSAS)COUNTY OF SEDGWICK)ss

MARCUS LAND, 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.

POET PURE
 Bidder
 By: [Signature]

Subscribed and sworn to before me on this 13 day of JUNE, 20 22

[Signature] My Commission Expires 06-01-24
 NOTARY PUBLIC (or Judge)



File Attachments for Item:

15. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-87: SUBMITTED BY MORTON SALT INC., IN THE AMOUNT OF \$133.29 PER TON FOR THE PURCHASE OF SALT FOR THE WATER TREATMENT FACILITY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: ANDREW BRUEHL, UTILITIES SUPERVISOR

PRESENTER: GERI WELLBORN, UTILITIES MANAGER

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-87:
SUBMITTED BY MORTON SALT INC., IN THE AMOUNT OF \$133.29 PER TON FOR THE PURCHASE OF SALT FOR THE WATER TREATMENT FACILITY.

BACKGROUND:

On June 30, 2022, bids were opened for for Salt (Bid 2122-87). Salt is used for generating bleach disinfectant in the treatment of water. Funds in the amount of \$1,002,299 have been budgeted in the fiscal year 2022-2023 (FYE 2023) Budget, Water Fund - Water Treatment Plant - Operating Chemicals (account 31955234 43108) for purchase of all treatment chemicals.

DISCUSSION:

Specifications for Salt (Bid 2122-87) were sent to three (3) vendors and one (1) bid was received. No-bids were due to uncertain costs and supply demands. The lowest and best bid meeting all specifications was submitted by Morton Salt Inc. of Chicago, IL, in the amount of \$133.29 per ton. This compares to a cost of \$117.31 per ton last year for an increase of 13.62 percent. This increase has occurred due to shipping/transporting costs.

RECOMMENDATION:

Purchases will be made throughout FYE 2023. Bids have been examined by staff and found to be in order and proper as to form. Based upon the above information, staff recommends acceptance of the lowest and best bid as listed above.

WATER TREATMENT PLANT CHEMICALS – Salt

Item 15.

Bid No. 2122-87

	Morton Salt Inc. Chicago, IL	Univar Dover, FL			
ITEM	PRICE	Price			
Salt (Price per Ton)	133.29 per ton	No bid			

CITY OF NORMAN
Office of the Purchasing Agent
Norman, Oklahoma

FORM FOR BIDDERS NO. 2122-87

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

Bid Opening:
June 30, 2022
2:00PM

Dear Sir:

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

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

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

SECTION I:

UNIT PRICE

Salt

\$ 133.29 per ton

DELIVERY DATE: 5 days after release of order

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

AFFIDAVIT OF NON-COLLUSION

STATE OF Illinois)COUNTY OF Cook)ss

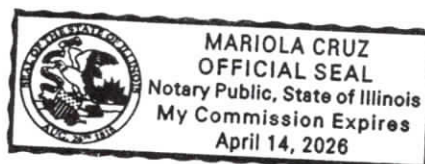
Jennifer McCormick VP Sales & Marketing, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition 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.

Morton Salt, Inc

Bidder

By: Jennifer McCormickSubscribed and sworn to before me on this 28 day of June, 2022

Mariola Cruz
 NOTARY PUBLIC (or Judge)

My Commission Expires 4/14/2026

File Attachments for Item:

16. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$3,000 FROM THE 3595 EAST STATE HWY 9, L.L.C., TO THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: Clint Mercer

PRESENTER: Clint Mercer, Chief Accountant

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$3,000 FROM THE 3595 EAST STATE HWY 9, L.L.C., TO THE CITY OF NORMAN.

BACKGROUND:

Section 8-111 of the City Code requires that the City Council accept all donations valued greater than \$250 received by the City prior to the use or disbursement of same. Therefore, it is requested that Council review and consider the following item for acceptance and use by the City of Norman.

DISCUSSION:

The City of Norman has received a donation of \$3,000 from the 3595 East State HWY 9 LLC. The money will be deposited into the Donations-Organizations (109-363373) revenue account. No specific requirements were received with the donation.

RECOMMENDATION:

It is recommended that City Council accept the donation of \$3,000 from the 3595 East State HWY 9 LLC and the money be deposited into Revenue Donations-Organizations (109-363373).

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-13 AND EASEMENT E-2223-3 FOR WAGGONER ESTATES. (GENERALLY LOCATED NEAR THE CORNER OF 84TH AVENUE N.E. AND TECUMSEH ROAD.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-13 AND EASEMENT E-2223-3 FOR WAGGONER ESTATES, (GENERALLY LOCATED NEAR THE CORNER OF 84TH AVENUE N.E. AND TECUMSEH ROAD.)

BACKGROUND:

This item is Norman Rural Certificate of Survey COS-2122-13 for Waggoner Estates and is generally located near the corner of 84th Avenue N.E. and Tecumseh Road.

Norman Rural Certificate of Survey COS-2122-13 for Waggoner Estates was approved by Planning Commission at its meeting of May 12, 2022.

DISCUSSION:

This property consists of 20.02 acres. Tract 1 consists of 10.01 acres and Tract 2 consists of 10.01 acres.

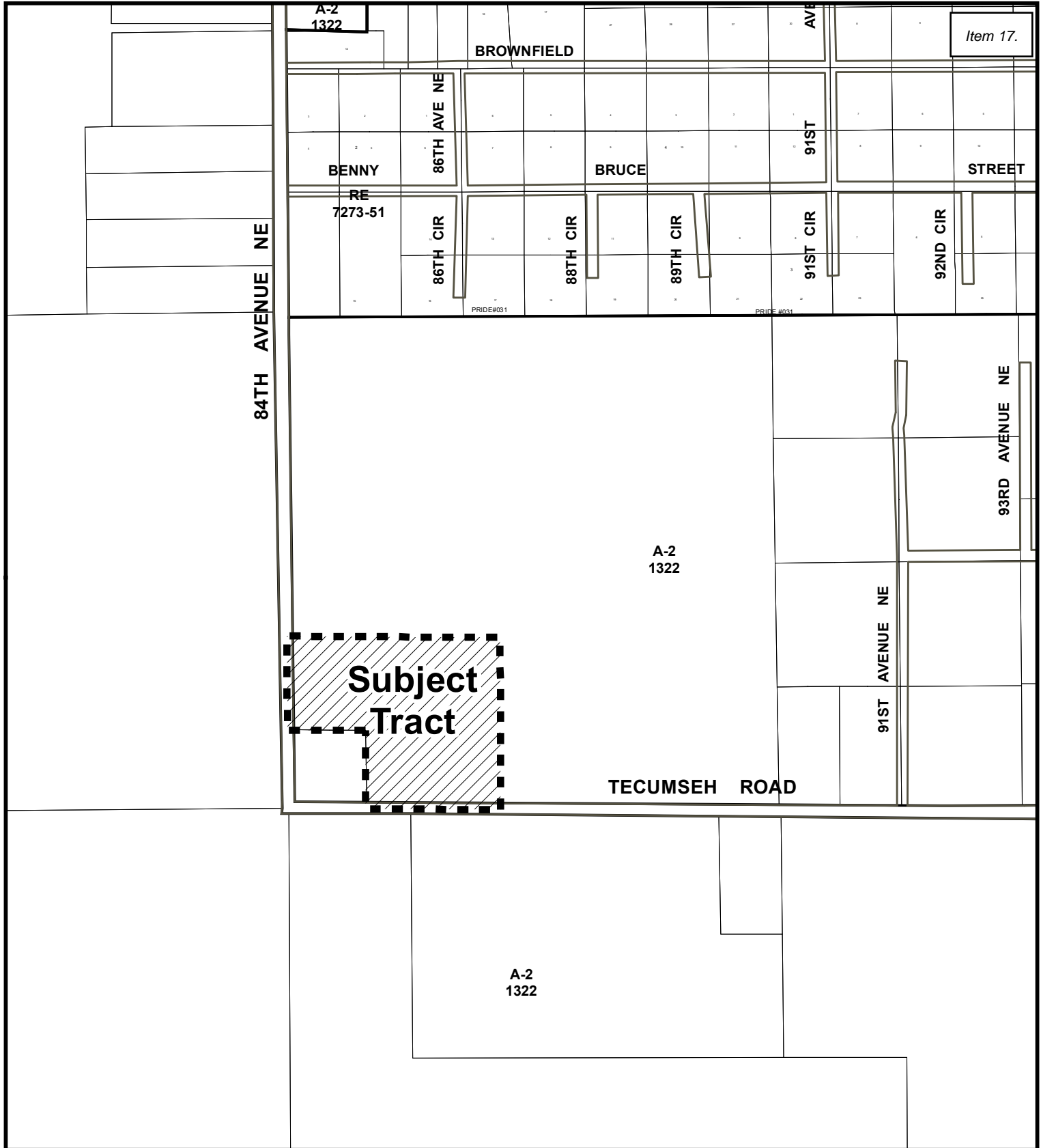
There are existing single-family structure on each tract including private sanitary sewer systems and water wells.

Fire protection will be provided by the City of Norman pumper/tanker trucks.

Tract 1 contains Water Quality Protection Zone (WQPZ) within the property for a tributary of Little River in the Lake Thunderbird watershed. The required covenants protecting the WQPZ have been reviewed by the City Legal Department and will be filed of record with the certificate of survey. A drainage easement has been submitted to address the WQPZ.

RECOMMENDATION:

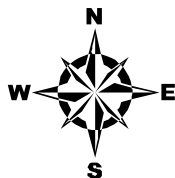
Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey COS-2122-13 for Waggoner Estates including Easement E-2223-3.



Location Map



Map Produced by the City of Norman
Geographic Information System.
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



April 6, 2022

0 350 700 Ft.



Subject Tract



Zoning

GRANT OF EASEMENT

E-2223-3

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 Joseph Waggoner, does hereby grant, bargain, sell and convey unto the **City Of Norman**, a municipal corporation, a **public drainage easement**, over, across the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

(WQPZ AREA)

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:

An easement being part of the Southwest Quarter (SW/4) of Section Nine (9), Township Nine (9) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474 dated April 11, 2022 using an Arbitrary bearing of S89°36'50"E, on the South line of said SW1/4 as a Basis of Bearing, said tract further described as:

COMMENCING at the Southwest Corner of said SW/4;

Thence N00°13'00"W, on the West line of said SW1/4, for a distance of 501.45 feet to the **POINT OF BEGINNING**;

Thence N00°13'00"W, on said West line, for a distance of 283.80 feet;

Thence N90°00'00"E for a distance of 90.88 feet;

Thence S24°08'55"E for a distance of 232.74 feet;

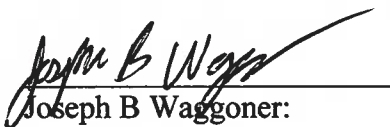
Thence S00°00'00"E for a distance of 71.42 feet;

Thence N90°00'00"W for a distance of 185.03 feet to the **POINT OF BEGINNING**.

Drainage and other rights for a Water Quality Protection Zone (WQPZ)

To have and to hold the same unto said City, it's successors and assigns forever.

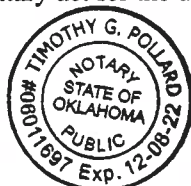
Signed and delivered this 11th day of April 2022.


Joseph B Waggoner:


Nicole L Waggoner

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 11th Day of April 2022, personally appeared, Joseph B and Nicole L Waggoner, 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 and as the free and voluntary act for the uses and purposes herein set forth.




Notary Public

CITY ATTORNEY

Approved as to form and legality this 6 day of July, 2022.


City Attorney

NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this ____ day of _____, 20____.

ATTEST: _____
City Clerk

Mayor

Planning Commission Agenda
May 12, 2022

CERTIFICATE OF SURVEY
COS-2122-13

ITEM NO. 2

STAFF REPORT

ITEM: Consideration of **NORMAN CERTIFICATE OF SURVEY NO. COS-2122-13 FOR WAGGONER ESTATES.**

LOCATION: Generally located near the northeast corner of Tecumseh Road and 84th Avenue N.E.

INFORMATION:

1. Owners. Brent and Nicole Waggoner.
2. Developer. Brent and Nicole Waggoner.
3. Surveyor. Pollard & Whited Surveying, Inc.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1312 annexing this property into the Norman Corporate City Limits without zoning.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed 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. The Norman Fire Department will provide fire protection.
2. Sanitary Sewer. Individual septic systems are existing for Tracts 1 and 2.
3. Water. Individual water wells are existing for Tracts 1 and 2.
4. Streets. Eighty-fourth Avenue N.E. and East Tecumseh Road are classified as rural collector streets.
5. Acreage. This property consists of 20.02 acres. Tract 1 consists of 10.01 acres and Tract 2 consists of 10.01 acres.

6. WQPZ. Water Quality Protection Zone (WQPZ) is located within Tract 1. The owners will be required to protect these areas.
7. Flood Plain. Tract 1 contains Flood Plain.
8. Flowage Easement. Tract 1 contains a Flowage Easement controlled by the Bureau of Reclamation. This area is “no build” for residential use. The Bureau of Reclamation has reviewed this proposal.
9. Covenants. Covenants addressing the WQPZ are being reviewed as to form by City Legal staff.

SUPPLEMENTAL MATERIAL: Copies of a location map and Norman Rural Certificate of Survey No. COS-2122-13 are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: Staff recommends approval of Certificate of Survey No. COS-2122-13 for Waggoner Estates.

ACTION NEEDED: Recommend approval or disapproval of Certificate of Survey No. COS-2122-13 for Waggoner Estates to City Council.

ACTION TAKEN: _____

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

MAY 12, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 12th day of May, 2022.

Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <https://norman-ok.municodemeetings.com> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 6:38 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Kevan Parker
Steven McDaniel
Erica Bird
Dave Boeck
Shaun Axton
Michael Jablonski

MEMBERS ABSENT

Erin Williford

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Colton Wayman, Planner I
Roné Tromble, Recording Secretary
Bryce Holland, Multimedia Specialist
Beth Muckala, Asst. City Attorney
Todd McLellan, Development Engineer
Jami Short, Traffic Engineer

* * *

CONSENT DOCKET

Item No. 1, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES OF THE APRIL 14, 2022 REGULAR PLANNING COMMISSION MEETING.

Item No. 2, being:

COS-2122-13 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2122-13: CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY BRENT AND NICOLE WAGGONER (POLLARD & WHITED SURVEYING, INC.) FOR WAGGONER ESTATES FOR 20.02 ACRES OF PROPERTY GENERALLY LOCATED NEAR THE NE CORNER OF 84TH AVENUE NE AND TECUMSEH ROAD.

Item No. 3, being:

SFP-2122-7 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A SHORT FORM PLAT SUBMITTED BY HARBOR HOMES, INC. (POLLARD & WHITED SURVEYING, INC.) FOR WILSON CORNER FOR 0.5804 ACRES OF PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF PICKARD AVENUE AND WILSON STREET.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Chair Bird asked if any member of the Commission wished to remove any item from the Consent Docket. Mr. Axton asked to remove Item 3.

Dave Boeck moved to approve Items 1 and 2 on the Consent Docket as presented, and remove Item 3 from the Consent Docket. Steven McDaniel seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS

Kevan Parker, Steven McDaniel, Erica Bird, Dave Boeck,
Shaun Axton, Michael Jablonski

NAYES

None

MEMBERS ABSENT

Erin Williford

Ms. Tromble announced that the motion, to adopt Items 1 and 2 on the Consent Docket as presented, and remove Item 3 from the Consent Docket, passed by a vote of 6-0.

* * *

Item No. 2, being:

COS-2122-13 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2122-13: CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY BRENT AND NICOLE WAGGONER (POLLARD & WHITED SURVEYING, INC.) FOR WAGGONER ESTATES FOR 20.02 ACRES OF PROPERTY GENERALLY LOCATED NEAR THE NE CORNER OF 84TH AVENUE NE AND TECUMSEH ROAD.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Certificate of Survey
3. Staff Report

This item was approved on the Consent Docket by a vote of 6-0.

* * *

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-1920-124:
A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MACARTHUR ASSOCIATED CONSULTANTS, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$36,000 FOR A REVISED CONTRACT AMOUNT OF \$338,000 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE GRAY STREET TWO-WAY 2019 BOND PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-1920-124: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MACARTHUR ASSOCIATED CONSULTANTS, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$36,000 FOR A REVISED CONTRACT AMOUNT OF \$338,000 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE GRAY STREET TWO-WAY 2019 BOND PROJECT.

BACKGROUND:

On April 2, 2019, the citizens of Norman voted in favor of a \$72 million transportation bond issue, which includes nineteen (19) projects. With the anticipated \$67 million in federal transportation grant funds being leveraged for these projects, approximately \$139 million is budgeted for the nineteen (19) projects.

The scope of this project includes:

- Conversion of Gray Street from one-way to two-way from University Boulevard to Porter Avenue
- Milling and resurfacing Gray street
- New traffic signals at signalized intersections to accommodate two-way traffic
- New improvements at the BNSF Railroad crossing on Gray to meet safety and railroad quiet zone requirements for two-way traffic
- Reconstruction of the intersection of Gray Street and James Garner Avenue to accommodate the upcoming James Garner Phase III project
- Conversion of on-street parking to reverse angle parking
- Miscellaneous sidewalk, landscaping, and streetscape improvements.

On August 19, 2019, City staff advertised Request for Proposal RFP 1920-16 to solicit Consulting Engineering Services for the fourteen (14) 2019 Transportation Bond projects still requiring design. The selection committee shortlisted nine (9) consultant teams for interviews held on October 2, 2019. Five (5) consultant teams were selected after interviews to complete the design on the first set of projects:

- Garver Engineering, Norman
- Cowan Group, Oklahoma City
- Freese and Nichols, Oklahoma City
- MacArthur Associated Consultants, Oklahoma City
- Olsson Associates, Oklahoma City

These consultants will be assigned the various remaining projects by City staff based on capacity, performance on their current projects and capabilities of their firm to complete a specific project.

On April 28, 2020, the City Council approved Contract No. K-1920-124, with MacArthur Associated Consultants, LLC, in the amount of \$287,000.00 for design of the Gray Street Two-Way 2019 Bond Project.

On October 12, 2021, the City Council approved Amendment No. 1 to Contract No. K-1920-124, with MacArthur Associated Consultants, LLC, in the amount of \$15,000 for design of the Gray Street Two Way 2019 Bond Project

On June 14, 2022, the City Council approved Contract No. K-2122-136, a project agreement with ODOT, for the construction of the Gray Street Two-Way 2019 Bond Project and Resolution No. R-2122-130 adopting the agreement for the project. The agreement outlines a cost share of 20% City funds and 80% federal funds to a maximum of \$1,765,853.

DISCUSSION:

The Gray Street Two-Way 2019 Bond Project, did not originally include any full depth reconstruction of the roadway pavement. It only included minor resurfacing, sidewalks and other streetscape elements as well as striping and railroad crossing improvements.

The intersection of Gray Street and James Garner Avenue was to be completed with the James Garner Avenue Phase 3 2019 Bond project prior to the start of work on Gray Street. However, due to the availability of federal funding for Gray Street in FFY 2023, the Gray Street Two-way project was moved ahead of James Garner in the schedule. This necessitated that the intersection reconstruction to accommodate the new two-way railroad crossing be moved from the James Garner project to the Gray Street project. Consequently, additional design fees in the amount of \$36,000 are required for MacArthur Associated Consultants, the Gray Street engineers, to complete the plans for this added scope.

If this amendment is approved, the designers are on track to submit final plans to ODOT for a bid opening in November 2022. With a successful bid opening, the Oklahoma Transportation Commission will likely award the construction contract on December 5, 2022. Construction will likely begin in February or March of 2023, weather permitting.

Funds for this amendment are available in the Gray Street Two Way Conversion Design Account (BP0424 / 50594019-46201)

RECOMMENDATION:

Staff recommends approval of Amendment No. Two to Contract K-1920-124 with the MacArthur Associated Consultants, in the amount of \$36,000.

AMENDMENT NO. 2 TO AGREEMENT K-1920-124

SCOPE OF SERVICES

ATTACHMENT

The following general scope of services shall be made part of the Agreement dated April 28, 2020 and shall supplement Attachment A of the Scope of Services of the original agreement.

The scope for City of Norman Contract No. K-1920-124 (Gray Street Two-Way Conversion Bond Project) calls for the conversion of the existing 3-lane one-way roadway into a two-way Street. The scope includes traffic signal modifications, modifications to on-street parking, ADA compliant sidewalks, streetscaping elements, drainage improvements and improvements to the railroad crossing.

The intersection of Gray Street and James Garner was originally excluded from the scope of work. The design of the intersection was being completed by another engineering firm as part of the James Garner Avenue project. However, due to a change in project funding, the Gray Street project is anticipated to be awarded prior to the James Garner Avenue project. Therefore, the design of the intersection is now being included with Gray Street.

This supplement is for the work it takes to update the plans to incorporate the intersection design. The work will include traffic signal design, ADA compliant sidewalks, streetscaping, drainage, railroad improvements and coordination, and traffic control and sequencing plans. The improvements at the intersection will only extend to the end of the return (or just beyond) at the north and south legs of the intersection. The horizontal and vertical alignments will be coordinated with the design firm in charge of the James Garner Avenue plans. The design plans will also include temporary pavement that connects the improved James Garner Avenue intersection to the existing pavement, which will be needed until the ultimate configuration of James Garner is completed. Other than adjusting valves and relocating hydrants, utility relocation plans are excluded from this supplement.

This supplement will also include a right turn lane at the southwest corner of Gray Street and University. The improvements will extend approximately 175' west of the intersection. Work will include ADA compliant sidewalks, streetscaping, drainage and traffic control and sequencing plans. Improvements will also include the relocation of the signal pole on the southwest corner.

SUPPLEMENTAL TASK	COMPENSATION
Task 1 – Roadway / Street [^]	\$ 19,500.00
Task 2 – Traffic [^]	\$16,500.00
TOTAL COMPENSATION	\$ 36,000.00

[^]In addition to original contract amount.

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 MacArthur Associated Consultants, LLC. have executed this Agreement.

DATED this ____th day of _____, 2022.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

MacArthur Associated Consultants, LLC.
(CONSULTANT)

Signature  _____

Name Keith B. Angier

Title Vice-President

Date 5 July, 2022

Approved as to form and legality this ____ day of _____ 2022.

City Attorney



Project Details

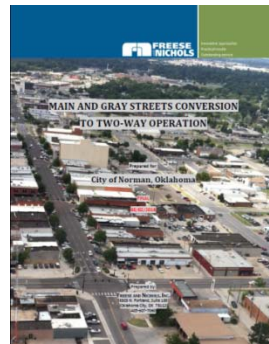
Gray Street Two-Way Conversion

Scope

- ✓ Traffic Signal Modifications
- ✓ Intersection Widening
- ✓ Four-Quadrant Gate Systems at Railroad Crossing
- ✓ Restriping
- ✓ Signage

Key Issues:

Preservation of Railroad Quiet Zone and traffic impact of James Garner Avenue connection to Flood Avenue



Key Stakeholder



Construction Cost (Federal Share)	Total Cost	Bond Cost
\$0	\$5,300,000	\$5,300,000



File Attachments for Item:

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. SIX TO CONTRACT K-2021-35: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FLINTCO, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$32,821.05 FOR A REVISED CONTRACT AMOUNT OF \$9,097,758.42 FOR THE ADDITION OF AIR BLENDERS TO THE HVAC SYSTEM FOR THE PARK MAINTENANCE FACILITY AND THE TRANSIT/PUBLIC SAFETY MAINTENANCE FACILITY AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 7/26/2022

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. SIX TO CONTRACT K-2021-35: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FLINTCO, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$32,821.05 FOR A REVISED CONTRACT AMOUNT OF \$9,097,758.42 FOR THE ADDITION OF AIR BLENDERS TO THE HVAC SYSTEM FOR THE PARK MAINTENANCE FACILITY AND THE TRANSIT/PUBLIC SAFETY MAINTENANCE FACILITY AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

Parks Maintenance Facility: On October 13, 2015, the citizens of Norman voted to fund the Norman Forward Program with a limited term ½ percent sales tax increase for 15 years. This initiative included a number of high-priority projects outlined in the 2014 Library Master Plan Update, the 2009 Norman Parks and Recreation Master Plan and additional projects designed to provide recreational opportunities for Norman residents. One such project was the construction of the Griffin Park Sports Complex.

The Norman Forward Program includes a Maintenance Facility for the City of Norman Parks and Recreation Department. This facility was originally to be relocated from Reaves Park to Griffin Park; however, the City now intends to construct a new Parks, and City Transit/Public Safety Maintenance Facility adjacent to the City's current Fleet Maintenance Facility at the North Base Complex, located at 1301 Da Vinci Street near the Norman Municipal Airport. The proposed multi-departmental facility will provide maintenance for City Parks and Recreation vehicles and equipment, City Transit System buses, and Public Safety vehicles and equipment.

Transit Maintenance Facility: In August of 2018, University of Oklahoma officials advised City of Norman staff of their desire to transfer non-campus bus services in Norman to another operator by the end of the 2019 fiscal year. On July 1, 2019, operation of non-campus bus services in Norman were transferred from the University to the City.

On July 30, 2019, the City Council approved Contract K-1920-32 leasing a portion of University-owned property located at 510 Chesapeake, commonly referred to as the OU Transportation

Operations Center, for office space, maintenance bays, and fleet storage, until December 31, 2019. On December 10, 2019, the City and the University extended that lease agreement until June 30, 2020. On April 28, 2020, the City and the University extended that lease agreement until December 31, 2020. The latest extension of this agreement lasted through January 31, 2022, or until substantial completion and occupancy.

North Base Complex Design: On March 14, 2017, the Norman City Council approved Contract K-1617-114 with City of Norman and PDG, LLC d.b.a. Planning Design Group, in the amount of \$761,000 for Professional Architectural Design Services for the Griffin Park Sports Complex.

Because PDG, LLC was performing the professional architectural design services for the Griffin Park Sports Complex, city staff recommended amending their contract to include design of the new Parks Maintenance Facility. These services were over and above those included in contract K-1617-114 approved by City council on March 14, 2017. Due to the desire to co-locate the Parks, City Transit and Public Safety Maintenance Facilities at the North Base Campus, staff further recommended including master planning and design of the City Transit and Public Safety Maintenance Facilities in the amended contract.

On August 27, 2019, City Council approved Amendment No. 1 to Contract K-1617-114 with PDG, LLC d/b/a Planning Design Group, in the amount of \$430,280 for additional Professional Architectural Design Services to add the City Park Maintenance Facility and Transit/Public Safety Maintenance Facility to the existing contract for the Griffin Park Sports Complex.

On April 14, 2020, City Council approved Amendment No. 3 to Contract K-1617-114 with PDG, LLC in the amount of \$316,370 for additional Professional Architectural Design Services to provide for an increased project scope and to add bidding services and construction administration services for the City Park Maintenance Facility and Transit/Public Safety Maintenance Facility to the existing contract for the Griffin Park Sports Complex.

On September 8, 2020, City Council approved Amendment No. 5 to Contract K-1617-114 with PDG, LLC in the amount of \$49,500 for additional architectural design services for the proposed City Parks and Transit/Public Safety Maintenance Facility to include proposed building and parking revisions, project phasing, renderings, and inclusion of federal third party contracting requirements needed for FTA Grant funding.

On September 8, 2020, City Council approved Amendment No. 4 to Contract K-1516-110 between the City of Norman, The Norman Municipal Authority, and ADG, P.C., in the amount of \$157,180 adding Construction Phase Services for the North Base Complex, Phase 1 Project to the scope of projects receiving program management services.

On October 13, 2020, City Council awarded Contract K-2021-35 to Flintco LLC, in the amount of \$8,648,000 for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

On March 9, 2021, the Norman City Council approved Change Order No. 1 to Contract K-2021-35 with Flintco LLC, in the amount of \$64,737.65 and adding 20 Calendar Days for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

On July 13, 2021, City Council approved Change Order No. 2 to Contract K-2021-35 with Flintco LLC, in the amount of \$76,156.98 and adding 39 Calendar Days for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

On October 12, 2021, City Council approved Change Order No. 3 to Contract K-2021-35 with Flintco LLC, in the amount of \$102,609.21 and adding 58 Calendar Days, for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

On January 25, 2022, City Council approved Change Order No. 4 to Contract K-2021-35 with Flintco LLC, in the amount of \$93,249.12 and adding 41 Calendar Days, for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

On April 26, 2022, City Council approved Change Order No. 5 to Contract K-2021-35 with Flintco LLC, in the amount of \$81,184.41 and adding 14 Calendar Days, for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

DISCUSSION:

Upon completion of the North Base facility and prior to the final project punch list being completed, city staff observed that during the winter months, the building was getting extremely cold at night, putting strain on the gas heaters in the building. Also, when the compressed natural gas (CNG) ventilation system was in operation, only half of the vents were blowing heated air as designed and the other vents were just passing cold air from outside into the building causing the temperature in the immediate area of these cold vents to drop to uncomfortable, and possibly unsafe, levels. Upon a detailed investigation, it was determined that there were two issues contributing to this.

The first was that the CNG ventilation system controls were improperly set up, so it was running more often than intended. This problem was remedied through software adjustments and is now working properly.

The second issue was due to the way the heating element in the air handlers operates at its low setting combined with the way the duct work was configured. Essentially, the heater was only heating one side of the air column and the extreme difference in temperature was not allowing the hot and cold air to mix before being split between the two duct runs coming out of each unit. This resulted in one duct receiving all the heated air and the other only receiving air at outdoor temperatures.

The engineer proposed adding air blenders to each of the units to allow the hot and cold air to mix before being divided. This method was tested on one unit before implementing it thoroughly in the building (the cost of the test was approved in change order No. 5). The test results showed that the solution worked and produced balanced air temperatures between the ducts as originally

designed. This change order provides for the cost of adding the air blenders at all remaining ventilation units.

This change results in an increase of the lump sum contract amount of \$32,821.05 or 0.38% of the original contract amount. If approved, the overall contract amount will have increased from \$8,648,000.00 to \$9,097,758.42 for an overall project increase to date of 5.20%. No additional contract time is added with this change order.

The change order will require a budget appropriation from the Capital Balance Fund, Acct. No. 50-29000, to the Transit/Fire Maintenance Facility, Construction Project Construction account (Account 50193365-46101; Project BG0252), to cover these additional costs.

RECOMMENDATION:

Staff recommends the following:

1. Approval of Change Order No. 6 for the North Base Complex, Phase 1, Contract K-2021-35 with Flintco, LLC the amount of \$32,821.05.
2. Approval of a budget appropriation in the amount of \$32,821.05 from the Capital Balance Fund (50-29000), to the Transit/Fire Maintenance Facility, Construction Project Construction (50193365-46101; Project BG0252).

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 006DATE: July 26, 2022CONTRACT NO.: K-2021-35SUBMITTED BY: Paul D'AndreaPROJECT: North Base Complex, Phase 1CONTRACTOR: Flintco, LLC2302 S. ProspectOklahoma City, Oklahoma 73129Original Completion Date: July 30, 2021Previous Completion Date: January 21, 2022 ORIGINAL CONTRACT AMOUNT \$8,648,000.00(Increase) this change order 0 Calendar daysNew Completion Date: January 21, 2022 PRESENT CONTRACT AMOUNT \$ 9,064,937.37

DESCRIPTION	DECREASE	INCREASE
Change in Pay Quantities	\$0.00	\$32,821.05

NET CHANGE \$32,821.05REVISED CONTRACT AMOUNT \$9,097,758.42

See Detailed Quantity Change Summary on Page 2 of 2.

[illegible]

Totals	\$32,821.05	\$0.00
Difference	\$32,821.05	

CONTRACTOR: *[Signature]*

DATE: 7/12/2022

ENGINEER: André K. K. K.

DATE: 7-12-22

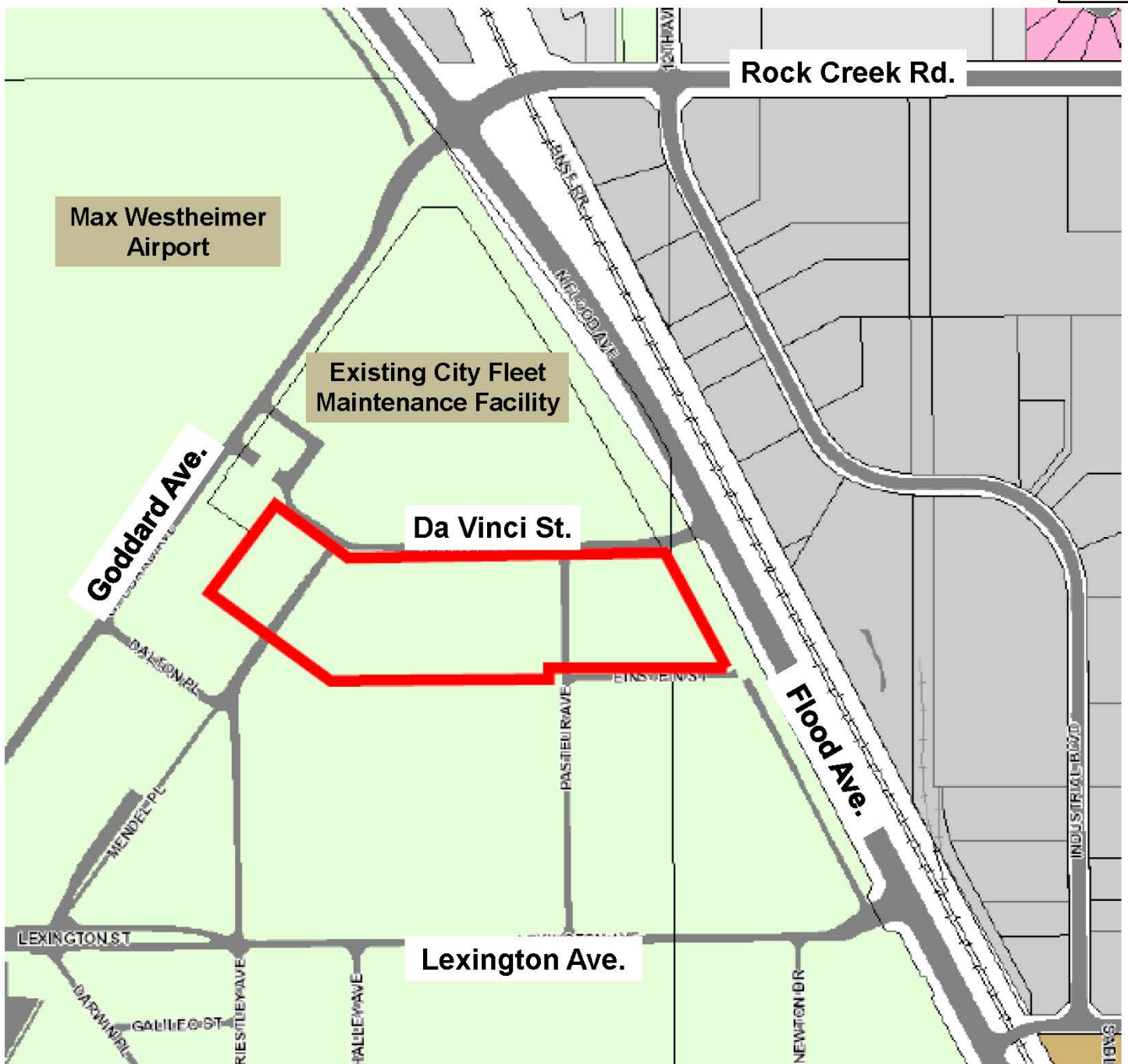
CITY ATTORNEY: _____

DATE: _____

ACCEPTED BY: _____

DATE: _____

(Mayor)



North Base Complex, Phase 1 Location Map



PROPOSED CHANGE ORDER SUMMARY--- CONSTRUCTION MANAGER

Construction Manager:

Flintco, LLC

THE CITY OF NORMAN

Proj Name/ #: Norman North Base - Phase 1 / 20136

PCO No.: #006

PCO Title: Owner Change Order - Air Blenders (In Contract)

PCO Date: 7/7/2022

1.	Subcontractors' Work (enter amounts from Subcontractor Summary Sheets)		
DIV 23	Orcutt: Additional Air Blenders		\$ 27,596.89
	Subtotal for Subcontractors' Work		\$ 27,596.89
2.	Itemized Direct Project Management Cost Increases (if any)		
	Field Engineer (Layout): 0 Days @ \$70/HR		\$ -
	Labor Foreman: 0 Days @ \$65/HR		\$ -
	Burden Rate (58% DPM Costs)		\$ -
	Subtotal for Direct Project Management Cost Increases (if any)		\$ -
	Subtotal 1. + 2.		\$ 27,596.89
3.	Construction Manager's Self Performed Work		
	Labor Cost: 0 Hours @ \$45/HR (Incl. Burden Rate @ 58%)		\$ -
	Subtotal for Construction Manager's Self Perfrom Work		\$ -
	Subtotal, Cost of Work and Direct Proj Mgmt Cost		\$ 27,596.89
4.	Construction Manager Fee (Percent of Subtotal 1. and 2. above)	10.00%	\$ 2,709.00
5.	Construction Manager Overhead (Percent of Subtotal 1. and 2. above)	5.00%	\$ 1,354.50
6.	CM's Liability Insurance	0.65%	\$ 205.79
7.	Subcontractor Default Insurance, if authorized (% of Subcontractor Subtotal)	1.60%	\$ 509.86
8.	CM's Builders Risk Insurance	0.55%	\$ 178.07
9.	Project Bonds	0.82%	\$ 266.94
Total Cost of Change			\$ 32,821.05

Approved for Construction -- Any cost component may be adjusted in accordance with the Agreement for At-Risk Construction Management Services.

Construction Manager

Architect/Engineer

Owner

(6) TOTAL INSURANCE 808.10

7. OVERHEAD (On Subtotal of 3 + 4 + 5)

Subtotal: (3) + (4) + (5) 20,202.60
 Allowable Overhead 10%

(7) TOTAL OVERHEAD 2,020.26

8. SUBCONTRACTOR'S COSTS: (Provide itemized list for each)

NAMES	Total SC Cost	Total SC PRT	SUBTOTAL SC COST Less PRT (B-C)
Controls/TAB	2,300.00		2,300.00
2			-
3			-
4.			-
Subtotal	2,300.00	-	(8) TOTAL SC (Less PRT) 2,300.00

9. PROFIT (On Subtotal of 3 + 4 + 5 + 8)

Subtotal: (3) + (4) + (5) + (8) 22,502.60
 Allowable Profit 5%

(9) TOTAL PROFIT 1,125.13

10. PAYROLL TAX (Sum of: (3. column C total) and (8. column C total))

(10) PAYROLL TAX 1,140.80

TOTAL CHANGE ORDER AMOUNT 27,596.89

Contractor

By:

Title:

END OF CHANGE ORDER BREAKDOWN

File Attachments for Item:

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-2122-81:
BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLANDS CONSTRUCTION COMPANY INC., INCREASING THE CONTRACT AMOUNT BY \$6,576,243 FOR A REVISED CONTRACT AMOUNT OF \$7,961,785 FOR THE CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE NORMAN FORWARD GRIFFIN PARK RENOVATION PROJECT, PHASE 5



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 7/26/2022

REQUESTER: Wade Thompson, Parks and Facilities Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-2122-81: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLANDS CONSTRUCTION COMPANY INC., INCREASING THE CONTRACT AMOUNT BY \$6,576,243 FOR A REVISED CONTRACT AMOUNT OF \$7,961,785 FOR THE CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE NORMAN FORWARD GRIFFIN PARK RENOVATION PROJECT, PHASE 5

BACKGROUND:

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality of life projects through a ½% sales tax increase over 15 years. The NORMAN FORWARD Initiative included authorization for a project to renovate Griffin Community Park.

City Council approved the Master Plan for Griffin Community Park in August 2017 with Planning Design Group (PDG) as the project architect. The project would include 22 soccer fields, restroom/concession facilities, new parking, walkways, a new playground area, and new pedestrian plaza areas.

The first five phases of park renovations have been completed, which include 14 renovated soccer fields, new sports lighting, irrigation, ADA-compliant sidewalks, fencing, new restrooms and concession buildings, and painting of the silos on the Griffin Park property. The total renovation cost at Griffin Park through the first five phases was approximately \$4.2 million.

DISCUSSION:

On December 14, 2021, City Council approved Contract K-2122-81 with Crossland Construction to provide construction management at-risk (CMaR) service for the Griffin Park Remodel Project. The initial contract amount of \$14,450 was approved to provide pre-construction services which, to date, have included plan review, scheduling, and bidding services.

Construction bids for this phase include demolishing existing site structures, earthwork, concrete, fencing, landscape, irrigation, restroom and concession buildings, and parking lots.

This will be the second Guaranteed Maximum Price (GMP) of this portion of the Griffin Park Remodel Project. One more amendment to this contract is anticipated for NORMAN FORWARD work at Griffin Park, including street work and the widening of Robinson Avenue for improved ingress and egress to/from the Griffin Soccer Complex.

On February 22, 2022, NMA/City Council approved Amendment / Guaranteed Maximum Price (GMP) #1, which included earthwork, demolition, site concrete, painting, fencing, and landscaping; estimating, construction contingencies; general conditions for the entire project, indirect costs, (which included bonding), insurance, and CMaR fees. The total for GMP #1 was \$1,370,970 (making the then-cumulative total for Contract K-2122-81 of \$1,385,420).

Construction bids for the current amendment were opened on June 30, 2022. Bid packages included in GMP #2 include – demolition, concrete, masonry, structural steel, door assemblies supply, flooring, and wall tile, painting, signage, plumbing, HVAC, electrical, earthwork, site concrete, asphalt, fencing, irrigation, sprigging, sod & mulch, site furnishings, site utilities, and storm sewer systems. The total for bid work is \$6,237,897.

The City in this GMP #2 also recommends accepting three alternates in the bid packages:

- Alternate #1 \$30,463 – Patio Roof is an extension to the roof to cover the exterior front of the concession stands.
- Alternate #2 \$322,927 – The restroom building is an additional building on the park's east side.
- Alternate #4 (-\$15,043) The removal of sidewalks between fields 12 and 13. These fields will remain accessible through other sidewalk pathways.

The total amount for GMP/Amendment #2 is \$6,576,243, which includes the indirect costs and fees of \$828,418 (making the current cumulative total for contract K-2122-81 \$7,961,663).

Our Project Consultants from ADG have participated throughout the entire process up to our current point of the beginning construction of the project. Further, the amendment documents have been reviewed and approved by the City Attorney's office.

Adequate funds are available for this contract in the Griffin Park Remodel project, Construction (account 51796639-46101; project NFB001).

RECOMMENDATION:

It is recommended that City Council, acting as the Norman Municipal Authority, approve Amendment No. 2 to Contract K 2122-81 with Crossland Construction Company Inc., in the amount of \$6,576,243 for a total contract of \$7,961,663 for Griffin Park Phase V of the Griffin Park Remodel Project.

**AMENDMENT NO 2 TO CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN THE CITY OF NORMAN AND CROSSLAND CONSTRUCTION
COMPANY**

THIS AMENDMENT NO. 2 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this “Second Amendment”) is made as of July 26, 2022, between the City of Norman, and Crossland Construction Company, Inc., a Kansas corporation (the “Construction Manager”).

RECITALS:

A. The City of Norman and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2122-81), dated March 24, 2020, (the “Agreement”), for construction management services for the Griffin Community Park project including plan review, design assistance, bidding services, and value engineering.

B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price (“GMP”), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager’s fee.

C. The Construction Manager submitted the first of two anticipated GMP Proposals to the City Council on February 8. GMP No. 1 was approved for a total contract amount of \$1,370,970 (derived from the total cost of work for the Construction Phase of \$1,074,392 + the indirect Cost and Fee of \$296,578). The total amount of all amendments combined represent the total contract amount of \$7,961,663. Preconstruction Services were billed separately and are not included in GMP per previous Council approval attributed to the Griffin Park Project.

D. The Construction Manager now submits the second of two anticipated GMP Proposals based on bids received.

AGREEMENT:

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

1. Second GMP Established. The Construction Manager’s guaranteed maximum price for the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager’s fee, is hereby agreed to be \$7,947,213 (derived from the total of GMP No. 1 of \$1,370,970 and GMP No. 2 including cost of work for the Construction Phase of \$5,566,310 + the Indirect Cost and Fee of \$1,009,933). Preconstruction Services were billed separately not included in GMP per previous Council approval attributable to the Griffin Park Project). The GMP is the total compensation from the City to the Construction Manager for its fee for the performance of the work in accordance with Contract Documents and Pursuant to any of the following documents, as applicable:

- A. Basis for GMP. Refer **Exhibit _A_** to GMP #2 Letter
- B. Contract Document Log. Refer to **Exhibit _B_** for a list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit _B_ and incorporated herein by reference.
- C. Allowances. Refer to **Exhibit _C_** for a list of allowances included by the Construction Manager in preparation of this GMP Proposal, is attached hereto as Exhibit _C_ and incorporated herein by reference.
- D. Assumptions. Refer to **Exhibit _D_** for a list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the Drawings and Specifications is attached hereto as Exhibit _D_ and incorporated herein by reference.
- E. Proposed GMP. Refer to **Exhibit _E_** for the proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the GMP is attached hereto as Exhibit _E_ and incorporated herein by reference.
- F. Substantial Completion. Refer to **Exhibit _F_** for Substantial Completion date upon which the GMP Proposal is based and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based is attached hereto as Exhibit _F_ and incorporated herein by reference.
- G. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit _G_**.
2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
3. Non-Default. By executing this Second Amendment, the Construction Manager affirmatively asserts that (i) The City of Norman is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of this Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the City of Norman.

CONSTRUCTION MANAGER (CROSSLAND CONSTRUCTION COMPANY, INC)

By: _____



Name: Aaron R. Stoops

Title: Vice President

Date: 7.18.22

ATTEST:

By: _____



Subscribed and Sworn to me this 18 day of July, 2022.



Commission Number: 21009617

Expiration Date: 07/22/25

THE CITY OF NORMAN

Reviewed and approved for form and legality this _____ day of _____, 2022.

Office of the General Counsel

Approved by The City of Norman on this _____ day of _____, 2022.

By: _____

Stephen Holman, Mayor Pro Tem.

ATTEST:

By: _____

Brenda Hall, City Clerk

CROSSLAND

CONSTRUCTION COMPANY, INC.

Exhibit A

July 15th, 2021

Wade Thompson
Parks Superintendent
City of Norman

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

RE: City of Norman – Griffin Park Phase 6
Recommendation Award Letter Bid Package #01 - Letter #2

Dear Mr. Wade Thompson,

For the above referenced project, we are proposing a guaranteed maximum price (GMP) of six million four hundred and eighty-four thousand, nine hundred and eight dollars (**\$6,484,908**).

Bids for the City of Norman Griffin Park Phase 6 – Bid Package #1, were received and publicly read aloud in at 201 W. Gray, Norman, OK 73069 on June 30th, 2022 at 2:00 PM CST. The bidding process was conducted in accordance with the Oklahoma Public Competitive Bidding Act, 61 O.S. 1974, §101

Crossland Construction Company has reviewed the bids for qualifications, completeness, responsiveness, cost, & best value to the owner. For additional information, see breakout pages & summaries below.

<u>Subcontractor / Supplier</u>	<u>Total</u>
2A Demolition (Midwest Wrecking)	\$54,210
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Midwest Wrecking, for this trade contract. Scope includes the entirety of trade contract 2A as detailed in Bid Package #01 documents. 	
3A Concrete (Crossland)	\$93,500
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Crossland, for this trade contract. Scope includes the entirety of trade contract 3A as detailed in Bid Package #01 documents. 	
4A Masonry (Al Slattery)	\$184,225
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Al Slattery, for this trade contract. Scope includes the entirety of trade contract 4A as detailed in Bid Package #01 documents. 	
5A Structural Steel (Crossland)	\$71,772
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Crossland, for this trade contract. Scope includes the entirety of trade contract 5A as detailed in Bid Package #01 documents. Apparent low bidder was Weibee steel. They confirmed they had an issue with their bid costs and are considered non-responsive. 	
8A Door Assemblies Supply (Scovil & Sides)	\$35,021
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Scovil & Sides, for this trade contract. Scope includes the entirety of trade contract 8A as detailed in Bid Package #01 documents. 	
8B Door Assemblies Install (Red Mountain)	\$6,000
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Red Mountain, for this trade contract. Scope includes the entirety of trade contract 8B as detailed in Bid Package #01 documents. 	
9B Flooring and Wall Tile (Bryan's Flooring)	\$14,400
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Bryan's Flooring, for this trade contract. Scope includes the entirety of trade contract 9B as detailed in Bid Package #01 documents. 	

- 9C Painting (ALPR Construction) \$18,850**
- Crossland Construction is recommending responsive low bidder, ALPR, for this trade contract. Scope includes the entirety of trade contract 9C as detailed in Bid Package #01 documents.
- 10A Specialties (Czarnecki) \$48,849**
- Crossland Construction is recommending responsive low bidder, Czarnecki, for this trade contract. Scope includes the entirety of trade contract 10A as detailed in Bid Package #01 documents.
- 10B Signage (Czarnecki) \$1,418**
- Crossland Construction is recommending responsive low bidder, Czarnecki, for this trade contract. Scope includes the entirety of trade contract 10B as detailed in Bid Package #01 documents.
- 22A Plumbing (Waggoners) \$392,704**
- Crossland Construction is recommending responsive low bidder, Waggoners, for this trade contract. Scope includes the entirety of trade contract 22A as detailed in Bid Package #01 documents.
- 23A HVAC (Waggoners) \$160,725**
- Crossland Construction is recommending responsive low bidder, Waggoners, for this trade contract. Scope includes the entirety of trade contract 23A as detailed in Bid Package #01 documents.
- 26A Electrical (Messer Electric) \$155,175**
- Crossland Construction is recommending responsive low bidder, Messer, for this trade contract. Scope includes the entirety of trade contract 26A as detailed in Bid Package #01 documents.
- 31A Earthwork (Hook Construction) \$616,627**
- Crossland Construction is recommending responsive low bidder, Hook, for this trade contract. Scope includes the entirety of trade contract 31A as detailed in Bid Package #01 documents.
- 32A Site Concrete (Turning Point) \$650,900**
- Crossland Construction is recommending responsive low bidder, Turning Point, for this trade contract. Scope includes the entirety of trade contract 32A as detailed in Bid Package #01 documents.
- 32B Asphalt (Turning Point) \$1,282,700**
- Crossland Construction is recommending responsive low bidder, Turning Point, for this trade contract. Scope includes the entirety of trade contract 32B as detailed in Bid Package #01 documents.
- 32C Fencing (Superior) \$125,500**
- Crossland Construction is recommending responsive low bidder, Superior, for this trade contract. Scope includes the entirety of trade contract 32C as detailed in Bid Package #01 documents.
- 32D Sprigging, Sod & Mulch (United Turf and Track) \$647,000**
- Crossland Construction is recommending responsive low bidder, United Turf & Track, for this trade contract. Scope includes the entirety of trade contract 32D as detailed in Bid Package #01 documents. Apparent low bidder was Greenshade Trees. They did not include all required documents for their bid and are considered non-responsive.
- 32G Site Furnishings (Lea) \$7,240**
- Crossland Construction is recommending responsive low bidder, Lea, for this trade contract. Scope includes the entirety of trade contract 32G as detailed in Bid Package #01 documents.
- 33A Site Utilities (D Owen) \$148,000**
- Crossland Construction is recommending responsive low bidder, D Owen, for this trade contract. Scope includes the entirety of trade contract 33A as detailed in Bid Package #01 documents.

32B Storm Sewer Systems (D Owen)

\$49,000

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

Please contact me should you have any questions.

Sincerely,

Justin Lockwood
Director of Preconstruction
Crossland Construction Company

Enc: Bid Tab & Cost Summary, Allowances, Divisional Bid Tabs, General Conditions Matrix, & Project Requirements

EXHIBIT B GMP AMENDMENT NO. 2

LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

LIST OF DRAWINGS

NO.	SHEET TITLE	NO.	SHEET TITLE
I	COVER	A6.00C	SCHEDULES, DOOR ELEVATIONS & DOOR DETAILS
IN-1	INDEX SHEET	A6.00R	INTERIOR ELEVATIONS, SCHEDULES, DOOR & PARTITION TYPES
EC-1	NOTES AND LEGEND	A6.10C	INTERIOR ELEVATIONS
DP-1	DEMOLITION PLAN	A6.11C	INTERIOR ELEVATIONS
SP-1	OVERALL SITE PLAN	A7.00	SPECIFICATIONS
LP-1	LAYOUT PLAN	A7.01	SPECIFICATIONS
LP-2	LAYOUT PLAN	S0.00	GENERAL NOTES
LP-3	LAYOUT PLAN	S0.10	SPECIAL INSPECTIONS
LP-4	LAYOUT PLAN	S1.00C	FRAMING DETAILS
LP-5	LAYOUT PLAN	S1.00R	FOUNDATION AND FRAMING PLANS
G-1	OVERALL GRADING PLAN	S2.00C	FOUNDATION DETAILS
G-2	GRADING PLAN	S2.00R	FOUNDATION DETAILS
G-3	GRADING PLAN	S2.01C	FOUNDATION DETAILS
G-4	GRADING PLAN	S3.00C	FRAMING DETAILS
G-5	GRADING PLAN	S3.00R	FRAMING DETAILS
G-6	GRADING PLAN	S3.01C	FRAMING DETAILS
C1.0	OVERALL SITE GENERAL LAYOUT	M1.00	MECHANICAL LEGEND & ABBREVIATIONS
C2.0	SITE DIMENSIONAL PLAN	M2.00C	PLUMBING PLANS
C2.1	SITE DIMENSIONAL PLAN	M2.00R	PLUMBING PLANS
C2.2	SITE DIMENSIONAL PLAN	M3.00C	MECHANICAL PLANS
C2.3	SITE DIMENSIONAL PLAN	M3.00R	MECHANICAL PLANS
C2.4	SITE DIMENSIONAL PLAN	M4.00C	MECHANICAL SCHEDULES & DETAILS
C3.0	PAVING PLAN	M4.00R	MECHANICAL SCHEDULES & DETAILS
C3.1	GRADING PLAN	M5.00C	MECHANICAL SPECIFICATIONS
C3.2	GRADING PLAN	M5.00R	MECHANICAL SPECIFICATIONS
C3.3	GRADING PLAN	M5.01C	MECHANICAL SPECIFICATIONS
C3.4	GRADING PLAN	M5.01R	MECHANICAL SPECIFICATIONS
C3.5	GRADING PLAN	E1.00	ELECTRICAL LEGEND & ABBREVIATIONS
C4.0	UTILITY PLAN	E1.01	ELECTRICAL SITE PLAN
C4.1	UTILITY PLAN	E2.01	CONCESSIONS LIGHTING & POWER FLOOR PLANS
C4.2	UTILITY PLAN	E2.02	RESTROOMS LIGHTING & POWER FLOOR PLANS
C5.0	DETAILS	E3.01	CONCESSIONS MECHANICAL POWER & SYSTEMS FLOOR PLANS
C5.1	DETAILS	E3.02	RESTROOMS MECHANICAL POWER & SYSTEMS FLOOR PLANS
A1.10C	OVERALL FLOOR PLAN	E4.01	ONE LINE DIAGRAM AND PANEL SCHEDULES
A1.10R	OVERALL FLOOR PLAN & ROOF PLAN	E5.01	ELECTRICAL SPECIFICATIONS
A1.20C	ROOF PLAN	LS-1	OVERALL GRASSING & SITE TREE PLAN
A1.50C	ENL. RESTROOM PLANS	LS-2	GRASSING PLAN
A2.10C	REFLECTED CEILING PLAN	LS-3	GRASSING PLAN
A2.10R	REFLECTED CEILING PLAN	LS-4	GRASSING PLAN
A3.00C	EXTERIOR ELEVATIONS	LS-5	GRASSING PLAN
A3.00R	EXTERIOR ELEVATIONS	LS-6	GRASSING PLAN
A4.00C	BUILDING SECTIONS	IR-1	OVERALL IRRIGATION PLAN
A4.00R	BUILDING SECTIONS & WALL SECTION	IR-2	FIELD 12 & 13 IRRIGATION PLAN
A5.00C	WALL SECTIONS	IR-3	FIELD 14 & 15 IRRIGATION PLAN
A5.00R	WALL SECTIONS	IR-4	FIELD 16 IRRIGATION PLAN
A5.01C	WALL SECTIONS	IR-5	FIELD 17 IRRIGATION PLAN
A5.10C	DETAILS	IR-6	FIELD 18 & 21 IRRIGATION PLAN
A5.10R	DETAILS	IR-7	IRRIGATION DETAILS
A5.11C	DETAILS	D-1	CONSTRUCTION DETAILS
A5.11R	DETAILS	D-2	EROSION CONTROL DETAILS

EXHIBIT B GMP AMENDMENT NO. 2

LIST OF SPECIFICATIONS

Division 1 - General:

01050 Field Engineering
 01152 Application for Payment 2
 01200 Project Meetings
 01340 Submittals
 01380 Pre-Construction Photographs
 01500 Temporary Facilities and Controls
 01510 Site Access
 01700 Contract Closeout
 01720 Project Record Documents
 01730 Operation and Maintenance Data

Division 2 - Site Work:

02000 Site Work
 02070 Selective Demolition
 02100 Site Preparation
 02211 Rough Grading
 02220 Earthwork
 02265 Finish Grading
 02400 Site Drainage
 02445 Vinyl Coated Chain Link Fencing
 02810 Irrigation
 02934 Sodding
 02939 Sprigging

Division 3 - Concrete:

03100 Concrete Formwork
 03210 Steel Reinforcement
 03300 Cast-In-Place Concrete
 03345 Concrete Finishing

Division 7 – Moisture Protection:

07900 Sealants

Structural Specifications:

- Table of Contents
 042200 Concrete Unit Masonry
 061000 Rough Carpentry
 061753 Shop Fabricated Wood Trusses

**EXHIBIT B
GMP AMENDMENT NO. 2**

LIST OF ADDENDA

CM Addendum #1 dated 6/23/2022
CM Addendum #2 dated 6/29/2022

OTHER CONTRACT DOCUMENTS

Crossland Construction Bid Package #1, Dated 6/09/2022
CEC Geotech Report Dated 6/2/2022

**EXHIBIT C
GMP AMENDMENT NO. 2**

LIST OF ALLOWANCES

Architectural Millwork	\$50,000
Roofing	\$45,000
Joint Sealants & Waterproofing	\$40,000
Glass & Glazing	\$7,500
Overhead Doors	\$15,000
Gypsum Assemblies	\$100,000
Irrigation	\$400,000
*Asphalt Pricing Allowance	\$50,000

* Liquid asphalt pricing is held through 6/30/22. After this date it will be based on the ODOT binder index. At such time of placement, a change order will be executed to cover any additional costs or savings as it relates to the pricing index. Costs or savings will be straight material costs. No mark up will be added or deducted.

**EXHIBIT D
GMP AMENDMENT NO. 2**

Assumptions

No Assumptions.

EXHIBIT E GMP AMENDMENT NO. 2

GMP Summary

Griffin Park - Phase 6

Bid Package # 1

Bid Tab

CROSSLAND
CONSTRUCTION COMPANY, INC.

Griffin Park - Phase 6		Bid Package # 1	Subcontractor	Alt 1 Patio Roof	Alt 2 Bath Bldg	Alt 3 Omit Parking	Alt 4 Sidewalks 12/13
SF:							
Date:	6/30/2022						
BP#	Description	Bid Price	Subcontractor	Bid Price	Bid Price	Bid Price	Bid Price
2A	Demolition	54,210	Midwest				
3A	Concrete	70,500	CCC		23,000		
4A	Masonry	140,875	Al Slattery		43,350		
5A	Structural Steel	44,772	Crossland	27,000			
6A	Architectural Millwork	50,000	ALLOWANCE				
7A	Roofing	30,000	ALLOWANCE		15,000		
7B	Joint Sealants & Waterproofing	30,000	ALLOWANCE		10,000		
8A	Door Assemblies – Supply	26,627	Scovil		8,394		
8B	Door Assemblies – Install	4,800	Red Mountain		1,200		
8C	Glass & Glazing	7,500	ALLOWANCE				
8D	Overhead Doors	15,000	ALLOWANCE				
9A	Gypsum Assemblies	75,000	ALLOWANCE		25,000		
9B	Flooring & Wall Tile	12,400	Bryan's Flooring		2,000		
9C	Painting	11,300	ALPR	350	7,200		
10A	Specialties	36,424	Czarnecki		12,420		
10B	Signage	1,063	Czarnecki		355		
22A	Plumbing	314,396	Waggoners		78,308		
23A	HVAC	119,850	Waggoners		40,875		
26A	Electrical	126,249	Messer		28,926		
31A	Earthwork	614,127	Hook		2,500		
32A	Site Concrete	689,900	Turning			-24,000	-15,000
32B	Asphalt	1,343,700	Turning point			-61,000	
32C	Fencing	125,500	Superior				
32D	Sprigging, Sod & Hydromulch	646,000	United				1,000
32F	Irrigation	400,000	ALLOWANCE				
32G	Site Furnishings	7,240	Lea				
33A	Site Utilities (Gas, Water, Sewer)	148,000	D Owen				
33B	Storm Sewer Systems	49,000	D Owen				
	Asphalt Pricing Allowance	50,000					
	Subtotal Direct Costs	5,251,433		28,350	300,527	-85,000	-14,000
	Construction Contingency	157,543		851	9,016	-2,550	-420
	General Conditions	382,080					
	Project Requirements	188,310					
	Insurance	38,866		190	2,012	-569	-94
	Construction Phase Fee	219,665		1,073	11,372	-3,216	-530
	Construction Total	\$ 6,237,897		\$ 30,463	\$ 322,927	\$ (91,335)	\$ (15,043)

Base BP# Total w/Accepted Alternates	6,484,908
--------------------------------------	-----------

EXHIBIT E GMP AMENDMENT NO. 2

Bid Tab

Trade Contract Identification
2A Demolition

Trade Contractor - Bid Summary

Contractor:	Midwest	KM							
Base Bid:	\$ 54,210	\$ 57,500							
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 54,210	\$ 57,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

		Price
BASE BID :	Midwest	\$ 54,210.00
TOTAL ALT:		\$ -

Trade Contract Identification
3A Concrete

Trade Contractor - Bid Summary

Contractor:	Crossland								
Base Bid:	\$ 70,500								
Alt 1	na								
Alt 2	23000								
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 70,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

		Price
BASE BID :	Crossland	\$ 70,500.00
TOTAL ALT:		\$ -

EXHIBIT E GMP AMENDMENT NO. 2

Bid Tab

Trade Contract Identification
4A Masonry

Trade Contractor - Bid Summary

Contractor:	AI Slattery							
Base Bid:	\$ 140,875							
Alt 1								
Alt 2	\$ 43,350							
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 140,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	AI Slattery	\$ 140,875.00
TOTAL ALT:		

Trade Contract Identification
5A Structural Steel

Trade Contractor - Bid Summary

Contractor:	Crossland	Weibee	Confirm Flipped					
Base Bid:	\$ 44,772	\$ 5,000						
Alt 1	\$ 27,000	\$ 25,000						
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 44,772	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Crossland	\$ 44,772.00
TOTAL ALT:		

City of Norman
Griffin Park Phase 6

GMP Amendment No. 2

EXHIBIT E GMP AMENDMENT NO. 2

Bid Tab

Trade Contract Identification
4A Masonry

Trade Contractor - Bid Summary

Contractor:	Al Slattery							
Base Bid:	\$ 140,875							
Alt 1								
Alt 2	\$ 43,350							
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 140,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	Al Slattery	\$ 140,875.00
TOTAL ALT:		

Trade Contract Identification
5A Structural Steel

Trade Contractor - Bid Summary

Contractor:	Crossland	Weibee	Confirm Flipped					
Base Bid:	\$ 44,772	\$ 5,000						
Alt 1	\$ 27,000	\$ 25,000						
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 44,772	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	Crossland	\$ 44,772.00
TOTAL ALT:		

Trade Contract Identification
8A DFHW-Supply

Trade Contractor - Bid Summary

Contractor:		Scovil & Sides	Piper Weatherford					
Base Bid:		\$ 26,627	\$ 31,200					
Alt 1								
Alt 2		\$ 8,394	\$ 9,400					
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ -	\$ 35,021	\$ 40,600	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	Scovil & Sides	\$ 26,627.00
TOTAL ALT:		

EXHIBIT E GMP AMENDMENT NO. 2

Bid Tab

Trade Contract Identification
8B DFHW-Install

Trade Contractor - Bid Summary

Contractor:	Red Mountain							
Base Bid:	\$ 4,800							
Alt 1								
Alt 2	1200							
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Red Mountain	\$ 4,800.00
TOTAL ALT:		

Trade Contract Identification
9B Flooring & Wall Tile

Trade Contractor - Bid Summary

Contractor:	Bryan's Flooring							
Base Bid:	\$ 12,400							
Alt 1								
Alt 2	2000							
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 14,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Bryan's Flooring	\$ 12,400.00
TOTAL ALT:		

Trade Contract Identification
9C Painting

Trade Contractor - Bid Summary

Contractor:	ALPR	Advanced						
Base Bid:	\$ 11,300	\$ 31,400						
Alt 1	\$ 350	\$ 850						
Alt 2	7200	\$ 29,850						
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 18,850	\$ 62,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	ALPR	\$ 11,300.00
TOTAL ALT:		

EXHIBIT E GMP AMENDMENT NO. 2

Bid Tab

Trade Contract Identification
10A Specialties

Trade Contractor - Bid Summary

Contractor:	Red Mountain	Piper Weatherford	Czarnecki					
Base Bid:	\$ 42,600	\$ 37,200	\$ 36,424					
Alt 1								
Alt 2	11400	\$ 6,900	\$ 12,420					
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 54,000	\$ 44,100	\$ 48,843	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Czarnecki	\$ 36,423.62
TOTAL ALT:		

Trade Contract Identification
10B Signage

Trade Contractor - Bid Summary

Contractor:	Czarnecki	Lektron						
Base Bid:	\$ 1,063	\$ 4,815						
Alt 1								
Alt 2	354.6	\$ 1,330						
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 1,418	\$ 6,145	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Czarnecki	\$ 1,063.00
TOTAL ALT:		

EXHIBIT E GMP AMENDMENT NO. 2

Bid Tab

Trade Contract Identification
22A Plumbing

Trade Contractor - Bid Summary

Contractor:	Waggoners							
Base Bid:	\$ 314,396							
Alt 1								
Alt 2	78,308							
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 392,704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Waggoners	\$ 314,396.00
TOTAL ALT:		

Trade Contract Identification
23A HVAC

Trade Contractor - Bid Summary

Contractor:	Waggoners							
Base Bid:	\$ 119,850							
Alt 1								
Alt 2	40875							
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 160,725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Waggoners	\$ 119,850.00
TOTAL ALT:		

Trade Contract Identification
26A Electrical

Trade Contractor - Bid Summary

Contractor:	Elec Solutions	Messer						
Base Bid:	\$ 268,800	\$ 126,249						
Alt 1								
Alt 2	\$ 42,800.00	\$ 28,926						
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 311,600	\$ 155,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Messer	\$ 126,249.00
TOTAL ALT:	#N/A	\$ -

of Norman
Griffin Park Phase 6

GMP
Amendment No. 2

City

EXHIBIT E GMP AMENDMENT NO. 2

Bid Tab

Trade Contract Identification
31A Earthwork

Trade Contractor - Bid Summary

Contractor:	ccc	Hook							
Base Bid:	\$ 1,546,000	\$ 614,127							
Alt 1									
Alt 2		\$ 2,500							
Alt 3									
Alt 4									
Alt 5		\$ 345,600							
Alt 6	\$ 425,500	\$ 435,450							
Alt 7									
Alt 8									
Total:	\$ 1,971,500	\$ 1,397,677	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Hook	\$ 614,127.00
TOTAL ALT:		

Trade Contract Identification
32A Site Concrete

Trade Contractor - Bid Summary

Contractor:	ccc	Turning							
Base Bid:	\$ 1,019,000	\$ 689,900							
Alt 1									
Alt 2									
Alt 3	\$ (22,000)	-24000							
Alt 4	\$ (26,000)	\$ (15,000)							
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 971,000	\$ 650,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Turning	\$ 689,900.00
TOTAL ALT:		

Trade Contract Identification
32B Asphalt

Trade Contractor - Bid Summary

Contractor:	Bishop	Silver star	Turning point						
Base Bid:	\$ 1,083,085	\$ 1,195,965	\$ 1,115,900						
Alt 1									
Alt 2									
Alt 3	\$ (53,971)	-47760	\$ (61,000)						
Alt 4									
Alt 5	\$ 376,268	\$ 422,960	\$ 227,800	\$ 144,200					
Alt 6	\$ 483,775	\$ 657,560	372000						
Alt 7									
Alt 8									
Total:	\$ 1,459,353	\$ 1,618,925	\$ 1,343,700						

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Turning point	\$ 1,343,700.00
TOTAL ALT:		

City of Norman
Griffin Park Phase 6

GMP Amendment No. 2

EXHIBIT E GMP AMENDMENT NO. 2

Bid Tab

Trade Contract Identification
32C Fencing

Trade Contractor - Bid Summary

Contractor:	American Fence	Superior	Oakley	Platinum	Cooks			
Base Bid:	\$ 185,600	\$ 125,500	\$ 279,274	\$ 198,254	\$ 154,514			
Alt 1								
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 185,600	\$ 125,500	\$ 279,274	\$ 198,254	\$ 154,514	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	Superior	\$ 125,500.00
TOTAL ALT:		

Trade Contract Identification
32D Sprigging, Sod & Hydromulch

Trade Contractor - Bid Summary

Contractor:	United	Greenshade						
Base Bid:	\$ 645,000	\$ 631,500						
Alt 1								
Alt 2								
Alt 3								
Alt 4	\$ 1,000	\$ (1,448)						
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 646,000	\$ 630,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	United	\$ 646,000.00
TOTAL ALT:		

Trade Contract Identification
32E Landscape Plantings

Trade Contractor - Bid Summary

Contractor:	Greenshade	Grissom	Grooms					
Base Bid:	\$ 55,000	\$ 49,547	\$ 78,522					
Alt 1								
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 55,000	\$ 49,547	\$ 78,522	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	Grissom	\$ 49,547.03
TOTAL ALT:		

City of Norman
Griffin Park Phase 6

GMP Amendment No. 2

EXHIBIT E GMP AMENDMENT NO. 2

Bid Tab

Trade Contract Identification
32G Site Furnishings

Trade Contractor - Bid Summary

Contractor:	Lea								
Base Bid:	\$ 7,240								
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 7,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	Lea	\$ 7,240.00
TOTAL ALT:		

Trade Contract Identification
33A Site Utilities

Trade Contractor - Bid Summary

Contractor:	D Owen	UG control							
Base Bid:	\$ 148,000	\$ 187,000							
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 148,000	\$ 187,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	D Owen	\$ 148,000.00
TOTAL ALT:		

Trade Contract Identification
33B Storm Sewer Systems

Trade Contractor - Bid Summary

Contractor:	D Owen	UG control							
Base Bid:	\$ 49,000	\$ 49,000							
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 49,000	\$ 49,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	D Owen	\$ 49,000.00
TOTAL ALT:		

EXHIBIT E GMP AMENDMENT NO. 2

General Conditions

General Conditions																				
Griffin Park Phase 6																				
<div>CROSSLAND CONSTRUCTION COMPANY, INC.</div>																				
Team Members	(\$/hr)	Staff Assignments	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Total Hours	Total \$
Construction Staffing																				
TBD	\$ 115	Sr. Project Manager																	0	\$ -
TBD	\$ 95	Project Manager	87	87	87	87	87	87	87	87	87	87	87	87					1044	\$ 99,180.00
TBD	\$ 75	Asst. Project Manager	87	87	87	87	87	87	87	87	87	87	87	87					1044	\$ 78,300.00
TBD	\$ 95	Project Superintendent	174	174	174	174	174	174	174	174	174	174	174	174					2088	\$ 198,360.00
TBD	\$ 85	Asst. Superintendent																	0	\$ -
TBD	\$ 70	Field Engineer																	0	\$ -
TBD	\$ 65	Safety Inspector	8	8	8	8	8	8	8	8	8	8	8	8					96	\$ 6,240.00
Total Labor in General Conditions																			4272	\$ 382,080.00

EXHIBIT E GMP AMENDMENT NO. 2

Project Requirements

	Construction Services	\$	Cost Type	Notes for Clarity
1	CM Field Office, Furniture, & Furnishings	\$ 25,500.00	PRs	\$2000 @ 12 mo & \$1500
2	Office Supplies	\$ -	PRs	\$0 @ 12 mo & \$0
3	Project Sign	\$ 500.00	PRs	\$500 @ 1 each & \$0
4	Superintendent Vehicles	\$ 12,000.00	PRs	\$1000 @ 12 mo & \$0
4	PM Vehicles	\$ 6,000.00	PRs	\$500 @ 12 mo & \$0
5	Superintendent Fuel Expense	\$ 7,200.00	PRs	\$600 @ 12 mo & \$0
5	PM Fuel Expense	\$ 7,200.00	PRs	\$600 @ 12 mo & \$0
6	Jobsite Radios/Phones & Internet	\$ 3,600.00	PRs	\$300 @ 12 mo & \$0
7	Copy Machine & Maintenance	\$ -	NC	No Charge
8	Computers, Usage, Software & Maintenance	\$ -	NC	No Charge
9	Reproduction Expenses	\$ -	NC	No Charge
10	Field Office Telephone & Internet	\$ -	NC	No Charge
11	Postage & Expressage	\$ -	NC	No Charge
12	Office Janitorial	\$ -	NC	No Charge
13	Mobilization / Demobilization	\$ 500.00	PRs	\$500 @ 1 ea & \$0
14	Punchlist/Misc	\$ 15,600.00	PRs	\$2600 @ 6 wks & \$0
15	Construction Photo's & Video's	\$ 4,200.00	PRs	\$350 @ 12 ea & \$0
16	Job Meetings & Ceremony Expenses	\$ -	NC	No Charge
17	Record Drawings / Closeout Manuals	\$ -	NC	No Charge
18	Material Handling	\$ 40,000.00	PRs	\$5500 @ 12 mo & \$1000
19	Temporary Electric Service	\$ 0.50	PRs	\$0.5 @ 1 sf & \$0
20	Temporary Water	\$ 2,400.00	PRs	\$200 @ 12 mo & \$0
21	Temporary Gas	\$ 0.30	PRs	\$0.3 @ 1 sf & \$0
22	Temporary Construction Services: Fencing	\$ 15,000.00	PRs	\$10 @ 300 lf & \$0
23	Security	\$ -	NC	No Charge
24	Temporary Toilets	\$ 7,200.00	PRs	\$150 @ 4 ea per mo & \$150
24	Water/Ice	\$ 500.00	PRs	\$100 @ 1 ea per mo & \$0
25	Temporary Tool /Storage Trailers	\$ 2,500.00	PRs	\$125 @ 12 ea per mo & \$250
26	Dumpsters	\$ 2,550.00	PRs	\$425 @ 6 ea per mo & \$0
27	Safety	\$ 2,500.00	PRs	\$0.1 @ 1 sf & \$0
28	Weekly Cleanup	\$ 10,560.00	PRs	\$880 @ 12 mo & \$0
29	Final Cleanup	\$ 7,500.00	PRs	\$0.54 @ 1 sf & \$0
30	Meals & Lodging	\$ -	Cost of Work	
31	Utility Connection Permits	\$ -	Cost of Work	
32	Concrete Testing & Inspections	\$ -	Owner	
33	Operational Permits	\$ -	Cost of Work	
34	Testing Laboratory Services	\$ -	Owner	
35	Building Permit	\$ 2,500.00	PRs	
36	Misc Site Repairs/Sod at Demobilization	\$ -	Cost of Work	
37	Site Survey Control Points	\$ 5,000.00	PRs	\$5000 @ 1 ea & \$0
38	Dewatering	\$ 2,500.00	PRs	\$100 @ 10 days & \$0
39	Layout Control & Verification	\$ 4,800.00	PRs	\$480 @ 10 days & \$0
40	Floor Protection	\$ 500.00	PRs	\$0.09 @ 1 sf & \$0
Total Construction GCs & PRs		\$ 188,311		

EXHIBIT F
GMP AMENDMENT NO. 2
SUBSTANTIAL COMPLETION

Substantial Completion date for Griffin Park Phase 6 is August 30th of 2022.

EXHIBIT G
GMP AMENDMENT NO. 2

ACCEPTANCE PERIOD

1. Acceptance of GMP No. 2 is required on or before July 29th, 2022 (30 days from the date bids/proposals were received.)
2. Should the pricing and terms of the GMP Amendment No. 2 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 2 will be null and void and the work will be re-advertised and re-bid.

File Attachments for Item:

21. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO ONE TO CONTRACT K-2223-
2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH
CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY
\$97,432.50 FOR A REVISED CONTRACT AMOUNT OF \$1,301,251.50 ADDING 11
LOCATIONS OF CONCRETE PAVEMENT FAILURE FOR PERMANENT REPAIR AND
ADDING 45 DAYS TO THE CONTRACT FOR THE URBAN CONCRETE PAVEMENT
PROJECT, FYE 2023 LOCATIONS, BID 2,.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO ONE TO CONTRACT K-2223-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$97,432.50 FOR A REVISED CONTRACT AMOUNT OF \$1,301,251.50 ADDING 11 LOCATIONS OF CONCRETE PAVEMENT FAILURE FOR PERMANENT REPAIR AND ADDING 45 DAYS TO THE CONTRACT FOR THE URBAN CONCRETE PAVEMENT PROJECT, FYE 2023 LOCATIONS, BID 2,.

BACKGROUND:

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

The project includes select panel replacement in existing concrete streets. Curb replacement and ADA curb ramp improvements will be completed as necessary. The project covers 4.3 miles of city streets.

The project was publically advertised on June 2, 2022 and June 9, 2022. Four contractors attended a pre-bid conference on June 9, 2022. Six bids were submitted and opened on June 23, 2022.

The low bid was submitted by Nash Construction Company of Oklahoma City in the amount of \$1,203,819, which was \$136,396.43, or 10.2%, less than the engineer's estimate. City Council approved contract K-2223-2 with Nash Construction Company on July 26, 2022.

DISCUSSION:

The City of Norman Streets Division is responsible for the repair and maintenance of over 750 centerline miles of roadway. Historically, during the summer months staff will respond to any number of concrete failures and address a permanent repair within a reasonable timeframe

utilizing existing contracts or in-house crews when available. Since June of 2022, staff has been inundated with concrete pavement failure due to extreme high heat and has only been able to provide temporary repair of the 11 locations as identified on the attached map allowing sections of roadway to be reopened to traffic quickly and safely to allow for planning of permanent repair. In order to expedite permanent repair of these failed locations staff is seeking City Council approval to include the 11 described pavement failure locations as a part of the FYE 2023 Urban Concrete Bid 2 project. Funding necessary to complete the repair is available in Project BP0539, Woodslawn Addition, Construction (50593393-46101) due to competitive bidding that rendered savings upon initial contract award. If approved, the contractor will begin mobilization and repair of these locations promptly.

RECOMMENDATION:

Staff recommends the approval of Change Order #1 to Contract K-2223-2 with Nash Construction Company in the amount of \$97,432.50 adding 11 concrete pavement failure locations for permanent repair.

C O N T R A C T

THIS CONTRACT made and entered into this 6 day of July, 22, by and between Nash 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.

W I T N E S S E T H

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

BID 2223-2 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2023 LOCATIONS, BID 2

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

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

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

(WRITTEN) One Million Two Hundred Three Thousand Eight Hundred Nineteen & .00/100 (DOLLARS);

(NUMERALS) (\$ -----1,203,819.00-----) .

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 Journal Record, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

Contract No. K-2223-2

Page 1 of 4

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

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

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

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

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

STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, BID 2

a. 240 Calendar Days

1. 240 Calendar Days does not include weather days

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

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

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

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

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

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

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

Contract No. K-2223-2

Page 2 of 4

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

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

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

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


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

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

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

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

William K. Nash, 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.


Contractor

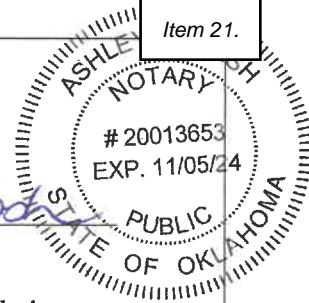
William K. Nash, President

Contract No. K-2223-2

Page 3 of 4

Subscribed and sworn to before me this 30 day of June, 20 22.

Bhley A Nash
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

Dee A Nash
Corporate Secretary (where applicable)

Dee A. Nash, Secretary

Signed: William K Nash

Title: _____ President _____

Address 700 South Irving, Oklahoma City, OK

Telephone: 405.672.2792

CITY OF NORMAN:

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

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

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
) ss:
 COUNTY OF Oklahoma)

William K. Nash, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Nash Construction Company to submit the above Contract to the City of Norman, Oklahoma.

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

Nash Construction Company

William K. Nash

Contractor

William K. Nash, President

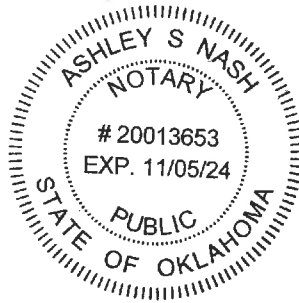
Subscribed and sworn to before me this 30 day of June, 20 22.

Ashley S. Nash

Notary Public

My Commission Expires:

11/05/2024



PERFORMANCE BOND**Bond No: 2333417**

Know all men by these presents, that _____ Nash Construction Company _____ as PRINCIPAL, and _____ Swiss Re Corporate Solutions America Insurance Corporation _____ Corporation organized under the laws of the State of _____ Missouri _____ and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Million Two Hundred Three Thousand Eight Hundred Nineteen & .00/100 DOLLARS, (\$ 1,203,819.00), 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 2223-2 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE
PAVEMENT, FYE 2023 LOCATIONS, BID 2**

has entered into a written CONTRACT (K-2223-2) with THE CITY OF NORMAN, dated this _____ day of _____, 20 22 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 22 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 22.

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

(Corporate Seal) (where applicable)

ATTEST:

Dee A. Nash

Dee A. Nash, Secretary

Corporate Secretary (where applicable)

Principal

Signed: William K. Nash

Authorized Representative

Title: PresidentAddress: 700 South IrvingOklahoma City, OK 73129Telephone: 405.672.2792

(Corporate Seal) (where applicable)

ATTEST:

Becky KellmanSurety: Swiss Re Corporate Solutions
America Insurance CorporationSigned: Deborah L. Rape

Authorized Representative

Printed: Deborah L. Rape

Authorized Representative.

Title: Attorney-in-FactAddress: 4401 Cedar Lake Avenue, OK, OK 73144Telephone: 405-418-8100**CORPORATE ACKNOWLEDGEMENT**STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)The foregoing instrument was acknowledge before me this 30 day of June, 20 22, by William K. Nash, President (Name and Title), of Nash Construction Company, a(n) corporation, on behalf of the corporation.WITNESS my hand and seal this 30 day of June, 20 22.

My Commission Expires:

11/05/2024Ashley S. Nash
Notary Public

Performance Bond No. B-2223-3

Page 2 of 3

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 _____ day of _____, 20__.

 City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20__.

ATTEST:

 City Clerk

 Mayor

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

STATUTORY BOND

Bond No: 2333417

Know all men by these presents that Nash Construction Company as PRINCIPAL, and Swiss Re Corporate Solutions America Insurance Corporation, a corporation organized under the laws of the State of Missouri, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of One Million Two Hundred Three Thousand Eight Hundred Nineteen & .00/100 DOLLARS (\$-----1,203,819.00-----), 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 2223-2 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2023 LOCATIONS, BID 2

has entered into a written CONTRACT (K-2223-2) with THE CITY OF NORMAN, dated this _____ day of _____, 2022, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

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

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

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

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____ day of _____, 2022, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the _____ day of _____, 2022.

(Corporate Seal) (where applicable)

ATTEST

Dee A Nash
Corporate Secretary (where applicable)

Dee A. Nash, Secretary

Principal

Signed: William R Nash

Authorized Representative
President

Title: _____

Address: 700 South Irving

Oklahoma City, OK 73129

Telephone: 405.672.2792

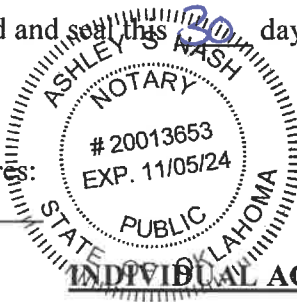
Statutory Bond No. B-2223-4

Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST: Becky KillmanSurety: Swiss Re Corporate Solutions America Insurance CorporationSigned: Dorothy Raper
Authorized RepresentativePrinted: Dorothy Raper
Authorized RepresentativeTitle: Attorney-in-FactAddress: 9401 Cedar Lake Avenue, OKC, OK 73114Telephone: 405-48-8600**CORPORATE ACKNOWLEDGEMENT**STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)The foregoing instrument was acknowledge before me this 30 day of June, 2022, by William K. Nash, President (Name and Title), of Nash construction Company, a(n) corporation, on behalf of the corporation.WITNESS my hand and seal this 30 day of June, 2022.

My Commission Expires:

11/05/2024Ashley S. Nash
Notary Public**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____.

My Commission Expires: _____

Notary PublicStatutory Bond No. B-2223-4
Page 2 of 3

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 _____ day of _____, 20____.

 City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20____.

ATTEST:

 City Clerk

 Mayor

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, MARK D. NOWELL,
 VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY, GARY LILES,

THOMAS PERRAULT and KRISTIN LEWIS JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
 Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
 of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
 Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
 & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
 County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel
 Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29TH day of APRIL, 2022.

Jeffrey Goldberg
 Jeffrey Goldberg, Senior Vice President &
 Assistant Secretary of SRCSAIC and
 SRCSPIC and WIC

CITY OF NORMAN

Bond No: 2333417

MAINTENANCE BOND

Know all men by these presents that Nash Construction Company, as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, a corporation organized under the laws of the State of Missouri, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Million Two Hundred Three Thousand Eight Hundred Nineteen & .00/100 DOLLARS (\$--1,203,819.00--), 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 Two Hundred Three Thousand Eight Hundred Nineteen & .00/100 DOLLARS(\$--1,203,819.00--), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of four years thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

**BID 2223-2 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE
PAVEMENT, FYE 2023 LOCATIONS, BID 2**

has entered into a written CONTRACT (K-2223-2) with the CITY OF NORMAN, dated this _____ day of _____, 20 22 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

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

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of five (5) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

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

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

Maintenance Bond No. MB-2223-2

Page 1 of 3

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 30 day of June, 20 22, 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 22.

(Corporate Seal) (where applicable)

ATTEST:

Dee A Nash

Corporate Secretary (where applicable)

Dee A. Nash, Secretary

Principal

Signed: William K Nash

Authorized Representative

Title: President

Address: 700 South Irving

Oklahoma City, OK 73129

Telephone: 405.672.2792

Surety: Swiss Re Corporate Solutions
America Insurance Corporation

Signed: Deborah L Raper
Authorized Representative

Printed: Deborah L Raper
Authorized Representative

Title: Attorney-in-Fact

Address: 9401 Cedar Lake Ave, OKC, OK 73114

Telephone: 405-418-8600

(Corporate Seal) (where applicable)

ATTEST: Becky Kellman

CORPORATE ACKNOWLEDGEMENT

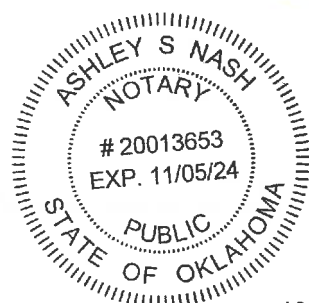
STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this ____ day of _____, 20 22,
by William K. Nash, President (Name and Title), of Nash Construction Company,
a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 30 day of June, 20 22.

My Commission Expires:

11/05/2024



Ashley S Nash
Notary Public

Maintenance Bond No. MB-2223-2

Page 2 of 3

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 22.

 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 _____ day of _____, 20 ____.

 City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20 22.

ATTEST:

 City Clerk

 Mayor

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

Resolution

R-2223-2

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING NASH CONSTRUCTION COMPANY AS PROJECT AGENT FOR THE URBAN CONCRETE PAVEMENT PROJECT, FYE 2023 LOCATIONS, BID 2, 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 Nash Construction Company for the Urban Concrete Pavement Project, FYE 2023 Locations, Bid 2, for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Nash 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, Nash Construction Company, to purchase materials which are in fact used for the Urban Concrete Pavement Project, FYE 2023 Locations, Bid 2, for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Nash 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 26th day of July, 2022, did appoint Nash Construction Company, who is involved with the Urban Concrete Pavement Project, FYE 2023 Locations, Bid 2, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Urban Concrete Pavement Project, FYE 2023 Locations, Bid 2, for the City of Norman.

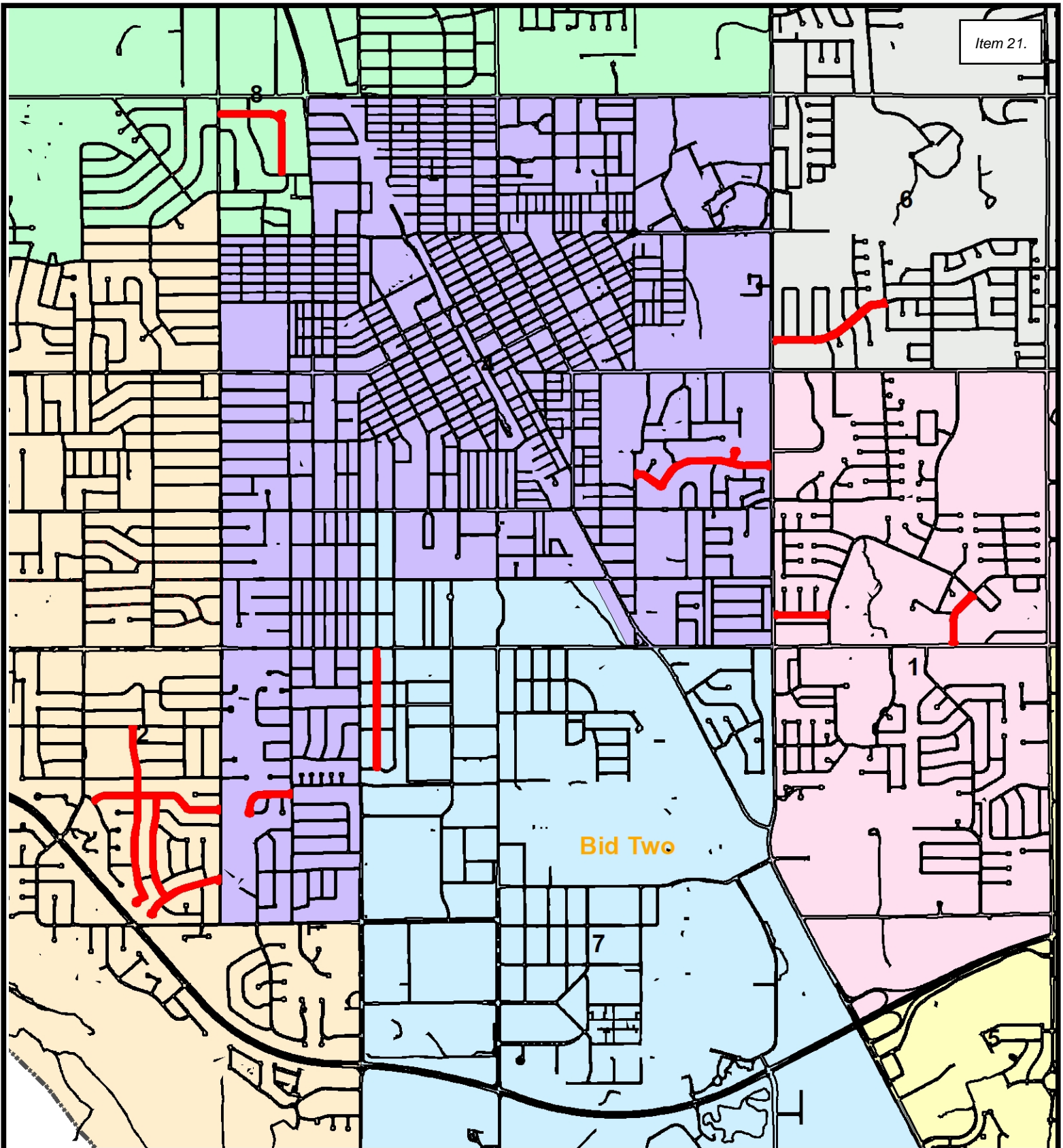
PASSED AND ADOPTED THIS 26th day of July, 2022.

ATTEST:

Mayor

City Clerk





Bid 2



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

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-18: A COMBINED MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$1,500,000 FOR THE CITY'S SHARE FOR FEDERAL-AID PROJECT TAP3-3735(004)AG, J/P 33735(04), THE FLOOD AVENUE MULTIMODAL PATH FROM ROBINSON STREET TO TECUMSEH ROAD, AND EXTENDING ALONG TECUMSEH ROAD FROM FLOOD AVENUE TO 24TH AVENUE NW), RESOLUTION R-2223-13, AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-18: A COMBINED MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$1,500,000 FOR THE CITY'S SHARE FOR FEDERAL-AID PROJECT TAP3-3735(004)AG, J/P 33735(04), THE FLOOD AVENUE MULTIMODAL PATH FROM ROBINSON STREET TO TECUMSEH ROAD, AND EXTENDING ALONG TECUMSEH ROAD FROM FLOOD AVENUE TO 24TH AVENUE NW), RESOLUTION R-2223-13, AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

Growing concerns about air quality, open space, and traffic congestion led Congress to create several programs through legislation in the 1991 Intermodal Surface Transportation Efficiency Act (ISTEA). These programs broaden the federal focus on Transportation from building highways to funding projects tied to smarter planning requirements that help ensure communities are more livable. At the center of new focus about transportation, growth, and quality of life is the Transportation Enhancement Program.

The 2012 - Moving Ahead for Progress in the 21st Century (MAP-21) federal transportation funding bill allocates approximately \$21 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Recently the MAP-21 ACT has been renamed the MAP-21/FAST Act, and the Transportation Enhancement Program is now called the Transportation Alternatives Program (TAP). New sidewalks along federal functionally classified roads are eligible for 80% federal funding.

For the Federal Fiscal Years 2015-2020, the Association of Central Oklahoma Governments (ACOG), who handles TAP funding, had a single application period and invited eligible entities to submit projects for federal TAP funding. Requests could not exceed \$600,000 in federal funds for a single project, and the entities had to make a 20% minimum commitment of non-federal funds to the total project cost. The assessment of projects was based on how well they met

published criteria. The City of Norman sought five projects and they were selected for three of them, namely:

- Constitution Street Multimodal Path from Jenkins Avenue to Classen Boulevard (ready for construction).
- State Highway 9 Multimodal Path from 36th Avenue SE to 48th Avenue SE (complete).
- Multimodal Path along Flood Avenue (west side) from Robinson Street to Tecumseh Road and along Tecumseh Road (south side) from Flood Avenue to 24th Ave. NW.

The Flood Avenue path is the last of those TAP funded projects. Unfortunately though, because it was the last project on the list of approved projects by ACOG, it only qualified for the remaining \$146,484 of the total funds available.

The Flood Avenue Multimodal Path, which is under design by Halff and Associates, will provide a multimodal 10-foot wide concrete sidewalk on the west side of Flood Avenue and along the south side of Tecumseh Road, and will complete the Legacy Trail sidewalk trail around the Max Westheimer airport and University North Park business area. It is anticipated that work could begin as early as summer 2023, depending on which bid opening that ODOT can arrange after this agreement is fully executed and the necessary reviews approved.

DISCUSSION:

ODOT requires the City to execute a Project Maintenance, Financing, and Right-of-Way Agreement and to adopt it by resolution before spending any federal funds. The agreement addresses the responsibilities of the City and the Department of Transportation during the construction of the project. The execution of three original documents is required. Both the agreement and resolution have been reviewed by staff and approved by the City Attorney. The partial \$146,484 federal TAP grant will offset the estimated \$1,646,484 overall construction cost.

ODOT is also asking that the local share of the project cost, estimated at \$1,500,000, be paid in advance of the bid opening, which is expected in May or June 2023. Most of the local funds (\$970,541) will come from the Norman Forward Project New Trail Development Throughout Town (Account No. 51790097-46101 / Project NFP107) with a portion of the remaining funds, \$250,000, are budgeted in the FYE 2023 Capital Improvement Plan (Account No. 50596688 / Project TR0112). This leaves a balance of \$279,459 to be accounted for in order to pay the future ODOT invoice. The following table shows accounts, with cumulative balance exceeding the \$279,459 needed, with available balance in each account:

Description	Project	Org	Object	Balance in Account
Legacy Trail MM Path Ext	TR0082	50596688	46001	\$32.00
Legacy Trail MM Path Ext	TR0082	50596688	46201	\$980.00
Alameda-Summit Lakes Blvd	TR0237	50590076	46201	\$4,917.00
Railroad Quiet Zone	TR0066	50591169	46201	\$0.75
Classen Blvd. Signals	TR0057	50590076	46201	\$100,000.00
Railroad Quiet Zone	TR0066	50591169	46101	\$363,229.75
Total Available Balance in Existing Identified Accounts				\$469,159.50

The first four accounts in the table above are all completed projects. The fifth account is a future project with no anticipated start. As such, the available balance in the first five accounts would be depleted and those accounts would be closed. Traffic impact fees exist as a potential replacement for these funds for design should the Classen Blvd. Signal projects materialize in the future. The Railroad Quiet Zone (Construction) is largely completed. The above transfer would result in a balance of \$189,700.50. The balance in this account was to pay for fencing along the James Garner (Phase 3) corridor which is greater than the last fencing estimate even with the suggested transfer. The summary of requested transfers are summarized in the following table:

Losing Account				Gaining Account			
Project	Org	Object	Transfer Out	Project	Org	Object	Transfer In
TR0082	50596688	46001	\$32.00	TR0112	50596688	46101	\$32.00
TR0082	50596688	46201	\$980.00	TR0112	50596688	46101	\$980.00
TR0237	50590076	46201	\$4,917.00	TR0112	50596688	46101	\$4,917.00
TR0066	50591169	46201	\$0.75	TR0112	50596688	46101	\$0.75
TR0057	50590076	46201	\$100,000.00	TR0112	50596688	46101	\$100,000.00
TR0066	50591169	46101	\$173,529.25	TR0112	50596688	46101	\$173,529.25
Cumulative Transferred to Gaining Account							\$279,459.00

RECOMMENDATION NO. 1:

Staff recommends approval and execution of Contract K-2223-18 and adoption of Resolution R-2223-13.

RECOMMENDATION NO. 2:

Staff recommends budget appropriations from the losing accounts as identified in the table above.

RECOMMENDATION NO. 3:

Staff recommends the payment authorization of \$1,500,000 to the Oklahoma Department of Transportation for the local share of the project cost upon receipt of the invoice.

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

NORMAN: FLOOD AVENUE MULTIMODAL PATH INTERSECTION OF TECUMSEH RD AND
FLOOD AVE SOUTH TO ROBINSON AVE AND INTERSECTION OF TECUMSEH RD AND
FLOOD AVE WEST TO 24TH AVE. NW

Project No.: TAP3-3735(004)AG

State Job No.: 33735(04)

This Agreement, made the day and year last written below, by and between the City of **Norman**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ACOG TAP	03	Cleveland	33735(04)	TAP3-3735(004)AG	Enhancement	NORMAN: FLOOD AVENUE MULTIMODAL PATH INTERSECTION OF TECUMSEH RD AND FLOOD AVE SOUTH TO ROBINSON AVE AND INTERSECTION OF TECUMSEH RD AND FLOOD AVE WEST TO 24 TH AVE. NW

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any

exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The SPONSOR agrees to hold the Federal Government and the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the SPONSOR, the DEPARTMENT, or Federal Government, arising from the SPONSOR's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT or Federal Government in the project, provided nothing herein shall require the SPONSOR to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the DEPARTMENT.

2.4 When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the SPONSOR. No liability shall attach to the DEPARTMENT or Federal Government except as expressly provided herein.

2.5 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.6 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.7 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.8 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.9 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Operations Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for

payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, ACOG TAP: total estimated cost of **\$146,484**, as described below:

FUNDING SOURCE =>			ACOG TAP		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
	Design -					
	Right-of-Way -					
	Utilities -					
33735(04)	Construction - (With 6% Inspection)	\$1,646,484	80 up to a limit of	\$146,484	Remainder	\$1,500,000
Total		\$1,646,484	Total=>	\$146,484	Total=>	\$1,500,000

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG TAP costs incurred by project phases **JP 33735(04)** may exceed initial estimates. Costs

between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site-specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated

are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as

long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to

ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time

(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has

occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party in writing.

SECTION 8: GOVERNING LAW AND VENUE

- 8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

- 9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

- 10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

- 11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this _____ of _____, 20____, and the Department on the _____ day of _____, 20____.

THE CITY OF NORMAN

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF NORMAN

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Engineer Date

Director of Project Delivery Date

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel Date

Deputy Director Date

RESOLUTION NO. R-2223-13**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA:**

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project No. TAP3-3735(004)AG, State Job Number 33735(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this ____ day of _____, 2022.

CITY OF NORMAN

Mayor

ATTEST:

City Clerk

Approved as to form and legality this ____ day of _____, 2022.

City Attorney



TAP Project No. 3
Flood Avenue - Robinson Street to Tecumseh Road

0 345 690 1,380 Feet



Proposed New Multimodal Path



Existing / Scheduled Multimodal Path



File Attachments for Item:

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-21: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION IN THE AMOUNT OF \$100,000 FOR ACQUISITION OF PROPERTY TO BE UTILIZED AS AFFORDABLE HOUSING.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: Lisa D. Krieg

PRESENTER: Lisa D. Krieg, CDBG Grants Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-21: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION IN THE AMOUNT OF \$100,000 FOR ACQUISITION OF PROPERTY TO BE UTILIZED AS AFFORDABLE HOUSING.

BACKGROUND:

On April 12, 2022 the Norman City Council approved the fiscal year ending June 30, 2023 (FYE23) Third 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 the Norman Affordable Housing Corporation, Inc. (NAHC). These funds were designated for acquisition of property for affordable housing. The FYE19 thru FYE22 Action Plans contained identical items to provide \$100,000 also to Norman Affordable Housing Corporation for acquisition of property 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 fifteen projects, consisting of fifty 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.

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 FYE23 Third Year Action Plan to the Norman Affordable Housing Corporation, Inc. for additional acquisition of property to be utilized for affordable housing. This line item designation was included as such within the FYE23 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, 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-2223-21 with Norman Affordable Housing Corporation, Inc in the amount of \$100,000 for the Acquisition of Property as described. Funds are available in CDBG Land Acquisition B22 (account 21240023 46001; project GC0093).

Contract No. K-2223-21

This Agreement, made and entered into this, 26th day of July, 2022 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-22-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 35 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 Number B-22-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, 2022, through June 30, 2023.

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	\$100,000
Total Budget	\$100,000

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.

Suspension and Termination:

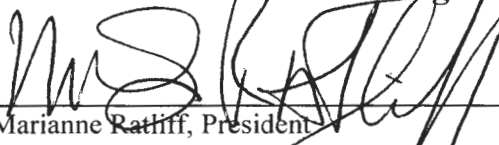
In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

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.

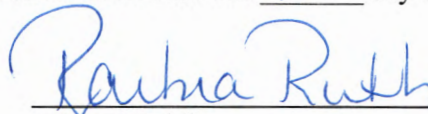

Marianne Ratliff, President

Attest:


Karen Canavan, Secretary



Subscribed and sworn to before me this 11 day of July, 2022.


Notary Public

My Commission expires: 10-02-2025

The City of Norman, Oklahoma

Larry Heikkila, Mayor

Attest:

Brenda Hall, City Clerk

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

City Attorney's Office

File Attachments for Item:

24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-22: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CLEVELAND COUNTY HABITAT FOR HUMANITY, INC., IN THE AMOUNT OF \$40,000 FOR ACQUISITION OF PROPERTY TO BE UTILIZED AS AFFORDABLE HOUSING.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: Lisa D. Krieg

PRESENTER: Lisa D. Krieg, CDBG Grants Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-22: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CLEVELAND COUNTY HABITAT FOR HUMANITY, INC., IN THE AMOUNT OF \$40,000 FOR ACQUISITION OF PROPERTY TO BE UTILIZED AS AFFORDABLE HOUSING.

BACKGROUND:

On April 12, 2022 the Norman City Council approved the fiscal year ending June 30, 2023 (FYE23) Third 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 \$40,000 for property acquisition to Cleveland County Habitat for Humanity, Inc. (CCHH). 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 CCHH, resulted in the CDBG Policy Committee recommending that \$40,000 of funding be designated within the FYE23 Third Year Action Plan to CCHH for additional acquisition of property to be utilized for affordable housing. This line item designation was included as such within the FYE23 Third 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, CCHH 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-2223-22 with Cleveland County Habitat for Humanity, Inc. in the amount of \$40,000 for the Acquisition of Property as described. Funds are available in CDBG Land Acquisition B22 (account 21240023 46001; project GC0092).

Contract No. K-2223-22

This Agreement, made and entered into this, **26th day of July, 2022** by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Cleveland County 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-22-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 35 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-22-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, 2022, through June 30, 2023.

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.

Suspension and Termination:

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

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)"

Cleveland County Habitat for Humanity, Inc.



President

Attest:


Secretary



Subscribed and sworn to before me this 30 day of June, 2022.


Notary Public

My Commission expires: 10/10/2023

The City of Norman, Oklahoma

Larry Heikkla, Mayor

Attest:

Brenda Hall, City Clerk

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

City Attorney's Office

File Attachments for Item:

25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-23: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND METROPOLITAN FAIR HOUSING COUNCIL, INC., IN THE AMOUNT OF \$30,000 AS AGREED UPON UNDER THE 48TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND THE FYE 2023 HOME INVESTMENT PARTNERSHIP PROGRAM.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: Lisa D. Krieg

PRESENTER: Lisa D. Krieg, CDBG Grants Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-23: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND METROPOLITAN FAIR HOUSING COUNCIL, INC., IN THE AMOUNT OF \$30,000 AS AGREED UPON UNDER THE 48TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND THE FYE 2023 HOME INVESTMENT PARTNERSHIP PROGRAM.

BACKGROUND:

On April 12, 2022, Council approved the Community Development Block Grant (CDBG) and HOME Third Year Action Plans in the total amount of \$1,356,905. 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 March 9, 2022.

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-2223-23 in the amount of \$30,000 to MFHC. Funds are available in the Community Development Fund,

fiscal year 2022-2023, Consultant-Other (account 21240023 44009; \$15,000; and account 21240026 44009; \$15,000).

Contract No. K-2223-23

This Agreement, made and entered into this, 26th day of July, 2022 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-22-MC-40-0002 and the HOME Investment Partnerships Program M-22-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-22-MC-40-0002 and M-22-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, 2022, through June 30, 2023.

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 17, 2023.

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	<u>\$30,000</u>

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 CFR Part 560 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

Suspension and Termination:

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

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.

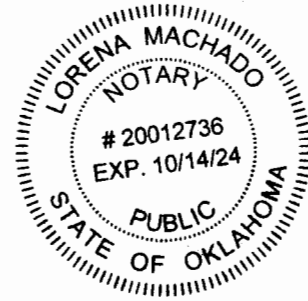
This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

Metropolitan Fair Housing Council, Inc.

Richard Marshall
Richard Marshall, President

Attest:

Jeff L. Hughes
Jeff L. Hughes, Secretary/Treasurer



Subscribed and sworn to before me this 11th day of July, 2022.

Lorena Machado
Notary Public

My Commission expires: 10-14-24

The City of Norman, Oklahoma

Larry Heikkila
Larry Heikkila, Mayor

Attest:

Brenda Hall
Brenda Hall, City Clerk

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

City Attorney's Office

File Attachments for Item:

26. CONSIDERATION OF THE ACCEPTANCE OF CERTIFIED LOCAL GOVERNMENTS GRANT FUNDING IN THE AMOUNT OF \$8,650 TO BE USED FOR THE DEVELOPMENT AND SUPPORT OF LOCAL HISTORIC PROGRAMS, APPROVAL OF CONTRACT K-2223-26 WITH THE OKLAHOMA HISTORICAL SOCIETY, STATE HISTORIC PRESERVATION OFFICE, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: Anaïs Starr, Historic Preservation Officer

PRESENTER: Jane Hudson, Director of Planning

ITEM TITLE: CONSIDERATION OF THE ACCEPTANCE OF CERTIFIED LOCAL GOVERNMENTS GRANT FUNDING IN THE AMOUNT OF \$8,650 TO BE USED FOR THE DEVELOPMENT AND SUPPORT OF LOCAL HISTORIC PROGRAMS, APPROVAL OF CONTRACT K-2223-26 WITH THE OKLAHOMA HISTORICAL SOCIETY, STATE HISTORIC PRESERVATION OFFICE, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On April 14, 1998, Council approved Contract K-9798-108 with the State Historic Preservation Office (SHPO), thereby making Norman a member city in the Certified Local Governments (CLG) Program. The Certified Local Governments Program is part of the US Department of the Interior national program for the development and support of local historic preservation programs. The CLG Program allows member cities to apply for funds to be used for preservation projects within their community.

With Historic District Commission approval, staff prepared a funding application that included project descriptions and a budget showing \$8,650 in proposed expenditures of CLG funds and documentation of matching funds. City Council at their meeting on March 22, 2022, approved the submission of the CLG application. Staff subsequently submitted the application later that month to SHPO with the list of projects shown below.

SHPO prepared the attached contract based upon the CLG application submitted by staff. The approval of that contract and appropriation of funds into accounts is now needed.

The CLG Program requires a 60/40 in-kind match. In order to receive \$8,650 in CLG grant funds, the City must document a minimum of \$5,767 in matching funds or in-kind contributions of staff time. Typically, matching funds are primarily derived by in-kind contributions of staff time and by the annual \$2,200 (account 10440380-44003) contribution from the City of Norman General Fund.

DISCUSSION:

Designation as a CLG City includes recognition of Norman's historic preservation efforts on both state and national levels and entitles the City to apply for a portion of the education/outreach funds set aside by the SHPO out of each year's budget. Funds are to be used for public information materials, historic research, commission and staff training, and public outreach and education projects.

The proposed 2022-2023 CLG projects and budget are as listed below for a total of \$8,650 in CLG funds.

CLG 2022-2023 PROJECTS AND BUDGET

PROJECT 1: Educational Training - \$1,500

Training in the form of attendance at an annual preservation/planning conference is strongly encouraged by SHPO for staff and Commissioners of all CLG participant cities. Usually staff and/or Commissioners attend a national, regional, or state conference pertaining to preservation. Staff is anticipating an in-person conference attendance in 2022-2023. A total budget of \$1,500 includes registration fees and, if needed, travel expenses and lodging.

PROJECT 2: Memberships Dues for NAPC - \$150

Membership dues for Historic District Commissioners and staff to the National Alliance of Preservation Commission. Total budget of \$150 would provide membership for all Commissioners and staff.

PROJECT 3: Development of Historic Walking Tour Mobile App \$5,500

This project will develop a historic walking tour mobile app of the structures listed on the National Register of Historic Places. A mobile app contractor will be engaged to provide the software necessary to launch such an app, while staff will provide the historical information regarding the structures. The \$5,000 includes the anticipated expense of hiring a contractor to execute a walking tour mobile app and \$500 is allocated for any necessary hardware or software that may be needed to assist with this project. A total budget of \$5,500 is proposed for this project.

PROJECT 4: Quarterly Education Postcard - \$1,500

Educational postcards will be mailed quarterly to each property owner in the three designated Historic Districts. The postcards will remind property owners that they live in a designated Historic District, which requires that exterior alterations adhere to Preservation Guidelines. This will also provide an opportunity to pass along any current information that impacts the Historic Districts, such as available workshops. QR codes and website links to the Historic Preservation webpage will be included on the postcards, along with staff contact information. A total budget of \$1,500 would cover the cost of designing, mailing and printing for this project.

TOTAL BUDGET OF CLG FUNDS - \$8,650

RECOMMENDATION:

Staff reviewed the attached contract with the Oklahoma Historical Society, State Historic Preservation Office, and recommends that Council approve Contract K-2223-26, and

appropriate \$8,650 from the Special Revenue Fund Balance (account 22 – 29000) into the accounts shown below, and accept the grant funds when reimbursed to be recorded in the SHPO/CLG Special Revenue account (224-331326). Staff recommends Council approve the contract in this amount. Applicable accounts have been established in the Special Revenue Fund, for purposes of this grant:

Consultant, Other (22440146-44009) - \$5,000

Travel/Training (22440146-44604) - \$1,500

Postage (22440146-44701) - \$1,000

Printing (22440146-44821) - \$500

Supplies (22440146-43001) - \$500

Membership Dues (22440146-44601) - \$150

OKLAHOMA HISTORICAL SOCIETY SUBGRANT AGREEMENT

Project Number 22-612

Certified Local Governments Program

City of Norman

P.O. Box 370, Norman, OK 73070

Phone: (405) 366-5392

Contact Person:

Anais Starr

FEI #: 73-6005350

PURPOSE AND CONDITIONS

In consideration of a Historic Preservation Fund Matching grant-in-aid, administered by the Oklahoma Historical Society, State Historic Preservation Office (hereinafter referred to as OKSHPO), the **City of Norman** (hereinafter referred to as the Subgrantee) shall carry out the City of Norman's Certified Local Governments Program described in detail in attachment B, a legally binding part of this document.

The OKSHPO shall provide a matching grant-in-aid in the amount of: \$ 8,650

The Subgrantee shall provide the nonfederal matching share an amount not less than: \$ 5,767

The Subgrantee shall adhere to the terms, conditions, standards, and guidelines set forth in **Attachments A and B**, both legally binding parts of this agreement.

In witness whereof, the OKSHPO and the Subgrantee have caused this agreement and all attachments to be in effect on July 1, 2022, and to remain in effect until June 30, 2023.

OKLAHOMA HISTORICAL SOCIETY

SUBGRANTEE
City of Norman

Trait Thompson
Executive Director

By:
Title:

Date

Date

Project Number

22-612

In consideration of a Historic Preservation Fund matching grant-in-aid, administered by the Oklahoma Historical Society/State Historic Preservation Office (hereafter known as OK/SHPO), the Subgrantee hereby accepts the following stipulations and conditions with respect to the use and administration of these funds to conduct the project work.

1. Provisions

The OK/SHPO and the Subgrantee, in consideration of the mutual covenants and stipulations set about below, agree as follows:

- A. Provide accurate, current, and complete disclosure of the financial results of the project.
- B. Maintain records that fully identify the source and application of funds for the grant-supported activity.
- C. Ensure effective control and accountability for all funds, property, and assets. Subgrantee will adequately safeguard all such assets and will assure they are used solely for purposes authorized by this agreement.
- D. Provide compensation of actual outlays with budgeted amounts for the subgrant. Financial information must be directly related to performance and unit cost information.
- E. Maintain records demonstrating the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable cost principles and the terms of the subgrant.

AUDIT AND RECORDS: (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, electronic form, or in any other form. In accepting any contract with the State of Oklahoma, the Subgrantee agrees any pertinent state and federal agency will have the

right to examine and audit all records relevant to the execution of the resultant contract. (b) The Subgrantee is required to retain all records relative to this contract for the duration of the contract term and for a period of seven (7) years following completion and/or termination of the contract, or until an acceptable audit has been performed and all claims and audit findings involving the records have been resolved. The seven (7) year retention period starts from the date of the submission of the final expenditure report to the OK/SHPO. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for seven (7) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year retention period, whichever is later.

- F. Maintain accounting records supported by source documentation.
- G. Conduct all project work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* as set forth in Attachment B.
- H. Provide the OK/SHPO with a complete final project report, prepared in accordance with the OK/SHPO's guidelines and the Project Schedule set forth in Attachment B. Twenty percent (20%) of the federal funds will be withheld until this document is approved by the OK/SHPO.

2. Equal Opportunity

During the performance of this project, the Subgrantee agrees as follows:

- A. The Subgrantee will adhere to the acts prohibiting discrimination including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended. These acts prohibit discrimination on the basis of race, color, national origin, disability, or age. The Subgrantee will take affirmative steps to ensure the applicants are employed and that employees are treated during employment without regard to race, color, national origin, disability, or age. Such action will include, but not be limited to, the following: employment; recruitment or recruitment advertising;

- layoff or termination; and rates of pay or other forms of compensation. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the requirements of these nondiscrimination provisions.
- B. The Subgrantee will state in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee that all otherwise qualified applicants receive consideration for employment without regard to race, color, national origin, disability, or age.
- C. In the event of the Subgrantee's noncompliance with equal opportunity conditions or with any such rules, regulations, or orders, this agreement may be canceled, terminated, or suspended, in whole or in part, and the Subgrantee may be declared ineligible for further government contracts or federally assisted contracts in accordance with procedures authorized in Executive Order No. 11246. Other sanctions may be imposed and remedies invoked as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
3. Documentation of Donated Services
- All donated services claimed as nonfederal matching share must be substantiated by time cards or records that are signed by both the donor and their supervisor as is required for all other employees. Such records must show the actual hours worked and the specific duties performed. The records should also indicate the basis for determining the values of the contribution and such documentation must be available for audit.
4. Payment
- A. The allowable cost in this agreement is a matching grant-in-aid from the National Park Service, Department of the Interior, through the OK/SHPO. The Subgrantee will match the grant award with an amount not less than forty percent (40%) of the total project cost, as set forth in Attachment B.

- B. The Subgrantee will receive reimbursement for those allowable costs properly incurred within the effective dates of the project.
- C. To receive reimbursement for allowable costs under the terms of the grant-assisted project, the Subgrantee shall submit itemized invoices with supporting documentation, as specified in the OK/SHPO's *Guidelines for Subgrantees*.
- D. The OK/SHPO will make no advance payments to the Subgrantee.
- E. The final request for reimbursement must be received by the date specified in the Project Schedule set forth in Attachment B.

5. Procurement

The purchase of goods and services must be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular) and the OK/SHPO's *Guidelines for Subgrantees*. Equipment purchases under this agreement require approval from the OK/SHPO and the National Park Service and must be approved in advance of purchase.

6. Costs

All costs incurred must be in accordance with the appropriate institution's or organization's cost principles located in:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular), ASMB C-10/Indian Tribal Governments, and OMB Circular A-123/Internal Control Systems.

7. Repayment

If it is determined that terms and conditions of the subgrant were not followed or that costs claimed are disallowed following an audit, the Subgrantee shall reimburse the OK/SHPO the amount of the disallowed costs.

8. Amendment Procedure

- A. If the Subgrantee determines that a change in the scope of work to be accomplished, the project budget, or the source and kind of nonfederal matching share under this agreement is necessary, a written request must be submitted to the OK/SHPO detailing the requested amendment and giving justification for the change. If Department of the Interior approval is not required, and if the proposed amendment is acceptable to the OK/SHPO, approval of the amendment shall be forwarded to the Subgrantee within fifteen (15) business days. If Department of the Interior approval is required, the OK/SHPO shall inform the Subgrantee of the approval or disapproval within fifteen (15) business days of receipt of notification from the Department of the Interior.
- B. Unless the Subgrantee has requested and received approval of an amendment to the scope of work, the project budget, or the source and kind of matching share outlined in this agreement, costs incurred as a result of the change may not be reimbursed.

9. Termination

- A. Termination of agreement for cause: If, through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Subgrantee shall violate any of the covenants or stipulations of this agreement, the OK/SHPO shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. The Subgrantee shall be entitled to receive just and equitable compensation for any work done in accordance with the requirements of Attachment B. Notwithstanding the above, the Subgrantee shall not be relieved of liability to the OK/SHPO for damages sustained by the OK/SHPO by virtue of any breach of the contract by the Subgrantee, and the OK/SHPO may withhold any payments to the Subgrantee

- for the purpose of set-off until such time as the exact amount of damages due the OK/SHPO from the Subgrantee is determined.
- B. The OK/SHPO or the Subgrantee may terminate this agreement at any time when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties shall agree upon the termination conditions, including the effective termination date, and in the case of partial termination, the portion to be terminated.
 - C. If the OK/SHPO terminates the agreement, the Subgrantee shall not incur new obligations for the terminated portion after the effective termination date. The Subgrantee will cancel as many outstanding obligations as possible. The OK/SHPO will allow full credit for noncancellable obligations properly incurred prior to the date of termination. Costs incurred after the effective date of termination will be disallowed.
 - D. The OK/SHPO reserves the right to terminate the contract should the National Park Service fail to allocate funding from the Historic Preservation Fund. Subgrantees shall be notified in writing that funding is pending. All Subgrantees will be given sufficient notice of termination. Costs incurred for contract projects from the start date to the point of termination shall be reimbursed.

10. Special Conditions

- A. The Subgrantee may use no part of this subgrant to directly or indirectly pay for any personal services, advertisement, telegram, telephone, letter, printed or written matter, or other devices intended or designed to influence in any manner a member of Congress, to favor or oppose by vote or otherwise any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This provision is in accordance with 18 U.S.C. 1913. Violation of this provision will result in termination of this agreement.

- B. Audit Requirement: Subgrantees shall provide the OK/SHPO a copy of an audit report for any subgrant in excess of \$25,000, in compliance with the provisions of OMB Circular A-110. When the Final Project Report is submitted to the OK/SHPO, as set forth in Attachment B, a cover letter accompanying it shall stipulate the anticipated date by which the OK/SHPO can expect delivery of the report or the location online where the report can be obtained.
- C. In accordance with the Stevens Amendment (Public Law 101-517), any request for proposal initiated by the Subgrantee must comply with Title V, Section 511, which states:
- When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all subgrantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- D. The Subgrantee shall include in all press releases or other publicity about this subgrant activity, or any portion thereof, and its results and/or in any subsequent publications based on the results of this subgrant project a statement acknowledging the financial support and role of the State Historic Preservation Office and the National Park Service. The Subgrantee shall submit a copy of all press releases or other publicity and/or a copy of the acknowledgement statement planned for a subsequent publication to the OK/SHPO for approval prior to issuance of the press release or other publicity and/or typesetting of any subsequent publication.
- E. The Subgrantee shall obtain the OK/SHPO's written approval of its solicitation for consultant services before it is issued and of the selected consultant before the Subgrantee notifies the consultant of selection. Additionally, the

- Subgrantee must receive the OK/SHPO's written approval of the consultant contract before it is executed, and within seven (7) business days of its execution, the Subgrantee shall provide the OK/SHPO a copy of the fully executed contract.
- F. The Subgrantee 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 participation in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1313 and includes, but is not limited to, the Free Employment Verification Program (E-Verify) available at www.uscis.gov/e-verify.

Project Number

22-612

1. Purpose

The City of Norman (hereafter referred to as Subgrantee) shall in consideration of this matching grant-in-aid carry out the responsibilities delegated to it under the Certified Local Governments Certification Agreement entered into with the OK/SHPO on May 4, 1998. The Subgrantee shall therefore:

- a. Enforce the local historic preservation ordinance for the designation and production of local historic properties;
- b. Maintain an adequate and qualified historic preservation review commission in accordance with provisions of *Certified Local Governments Program for Oklahoma* that includes the requirement that every local commission member possess a demonstrated interest in historic preservation;
- c. Maintain a system for the survey and inventory of local historic properties that is coordinated with the statewide comprehensive planning process, with technical assistance provided by the OK/SHPO;
- d. Ensure, to the maximum extent possible, public participation in the local historic preservation program;
- e. Review and comment upon nominations to the National Register of Historic Places (NRHP) for properties within its jurisdiction, and within sixty (60) days of receiving the nominations, submit the commission's reports and mayor's recommendations to the OK/SHPO as to whether or not the nominated properties meet the National Register Criteria for Evaluation;
- f. Assist the OK/SHPO, if necessary, to verify the names and addresses of property owners within local historic districts being nominated to the National Register, and assist with arrangements for local public information meetings at mutually agreeable times and locations when such districts are nominated;

- g. Submit an annual report to the OK/SHPO, detailing the past fiscal year's local historic preservation program activities (October 1-September 30) by October 31 of each year;
- h. Coordinate local historic preservation, to the extent practicable, with the OK/SHPO that shall provide technical assistance, guidance, and information to the Subgrantee as requested;
- i. Carry out the general program procedures as outlined in *Certified Local Governments Program for Oklahoma*.

2. Work to be Accomplished

The work to be accomplished under this Certified Local Governments Program agreement includes the following:

A. Development of a Walking Tour Phone App

The Subgrantee, with the services of a qualified professional, shall develop a walking tour phone app documenting historic sites located within the City of Norman. The Subgrantee shall submit a draft RFP to the OK/SHPO for a 10-day review. Subgrantee shall refer to the *Guidelines for Subgrantees* for the process on soliciting bids for the app and provide documentation to the OK/SHPO to demonstrate compliance with the requirements. Subgrantee shall consult with the OK/SHPO before selection of consultant, and the **Subgrantee shall provide the OK/SHPO a copy of the fully executed contract within seven working days of its execution.**

The phone app shall be professional in content and design. The Subgrantee shall submit each of the following to the OK/SHPO for a 15-day review, per the project schedule below: a list of all structures to be included and complete phone app text in Word format sent to the OK/SHPO via e-mail; access to review a first draft of the final design and layout; and access to a final draft of the design and layout. All drafts must be reviewed and approved by the

OK/SHPO before the phone app goes live. The Subgrantee shall ensure that the acknowledgement of support and nondiscrimination language specified in *Guidelines for Subgrantees* will appear in the phone app. The Subgrantee shall notify the OK/SHPO via e-mail when the app goes live and instructions on how to obtain it.

B. Printing of Educational Materials to Historic District Property Owners

The Subgrantee shall print copies of an educational mailing regarding regulations for historic districts for free distribution to the historic district owners once a final draft has been approved by the OK/SHPO. Subgrantee shall refer to the *Guidelines for Subgrantees* for the process on soliciting bids for the printing of the plan and provide documentation to the OK/SHPO to demonstrate compliance with the requirements. The Subgrantee shall ensure that one digital copy of the final document is provided to the OK/SHPO along with the Final Project Report.

C. Educational/Training Opportunities

The Subgrantee shall provide educational/training opportunities for preservation commission members and related city staff, as available, and with prior approval from the OK/SHPO.

3. Understanding of Documents

The Subgrantee affirms familiarity with and understanding of the following:

- a. *Certified Local Governments for Oklahoma*
- b. *Guidelines for Subgrantees*
- c. The Secretary of the Interior's Standards and Guidelines for Identification and Evaluation

4. Project Schedule

In accordance with instructions in *Guidelines for Subgrantees*, the Subgrantee shall submit Progress Reports to the OK/SHPO as specified in the project schedule below. Attached to each report shall be the specific supporting documentation on project products and tasks as specified.

Report Due: **October 10, 2022**

Reporting Period: **July 1, 2022-September 30, 2022**

- Tasks:**
1. Subgrantee shall solicit the appropriate number of quotes from qualified companies to design and build the walking tour cell phone app.
 2. Submit quotes to OK/SHPO for review. After approval, provide OK/SHPO with a copy of the fully executed contract with seven days of execution date.
 3. Submit quarterly progress report to OK/SHPO.

Report Due: **January 10, 2023**

Reporting Period: **October 1, 2022-December 31, 2022**

- Tasks:**
1. Provide OK/SHPO with a list of all structures to be included and complete phone app text in Word format sent to the OK/SHPO via e-mail.
 2. Submit quarterly progress report to OK/SHPO.

Report Due: **April 10, 2023**

Reporting Period: **January 1, 2023-March 31, 2023**

- Tasks:**
1. Provide access to a first draft of the final design and layout for OK/SHPO review.
 2. Submit quarterly report to OK/SHPO.

Report Due: **July 10, 2023**

Reporting Period: **April 1, 2023-June 30, 2023**

- Tasks:**
1. Provide access to a final draft of the design and layout to OK/SHPO for final review. Go live with app.
 2. Submit quarterly report to OK/SHPO.

The Final Project Report and Final Request for Reimbursement shall be submitted to the OK/SHPO no later than 30 days from the end of the agreement period and shall be completed in accordance with the instructions in *Guidelines for Subgrantees*.

5. Payment Schedule

The Subgrantee shall submit reimbursement requests for actual costs incurred no more frequently than once a month, unless approved by the OK/SHPO. The requests shall be prepared in accordance with instructions in *Guidelines for Subgrantees*.

6. Project Budget

Category	Federal	Nonfederal	Total
Personnel	\$0	\$3,567	\$3,567
Printing	\$500	\$0	\$500
Postage	\$1,000	\$0	\$1,000
Travel	\$1,500	\$0	\$1,500
Contractual	\$5,000	\$0	\$5,000
Other *	\$650	\$2,200	\$2,850
Total	\$8,650	\$5,767	\$14,417

* membership dues and supplies

7. Nonfederal Matching Share

Donor: City of Norman
Source: Personnel
Kind: Inkind/Hist. Pres. Off.
Amount: \$2,942

Donor: City of Norman
Source: Personnel
Kind: Inkind/Admin Tech.
Amount: \$625

Donor: City of Norman
Source: General Fund
Kind: Cash
Amount: \$2,200

File Attachments for Item:

27. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-27: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND , THE MCKINNEY PARTNERSHIP ARCHITECTS IN THE AMOUNT OF \$40,545 TO PROVIDE ARCHITECTURAL DESIGN SERVICES FOR THE TRAFFIC MANAGEMENT CENTER AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-27: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND , THE MCKINNEY PARTNERSHIP ARCHITECTS IN THE AMOUNT OF \$40,545 TO PROVIDE ARCHITECTURAL DESIGN SERVICES FOR THE TRAFFIC MANAGEMENT CENTER AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

A Traffic Management Center (TMC) is a component of a transportation management system that improves traffic flow and incident response. Many cities throughout the country, including Oklahoma City, Tulsa and Edmond in the state of Oklahoma, have TMC's designed to better manage the flow of traffic on their streets.

TMCs collect information about the transportation network and combine it with other operational and control data to manage the transportation network and to provide information to travelers. TMCs communicate transportation-related information to the media and to the motoring public. It is a place where agencies can coordinate their responses to transportation situations and conditions. The TMC uses closed circuit video equipment, and roadside count stations to enable decision makers to identify and react to an incident in a timely manner based on real-time data.

For the last two decades, the City has been working on the development of an Advanced Traffic Management System (ATMS) and communication network of underground fiber optic cable. There are currently ten closed-loop traffic signal coordinated systems and approximately 60 miles of fiber optic cable in the ground connecting 127 of the City's 156 traffic signals. The remaining 29 signals are stand-alone signals and are not currently part of a coordinated system.

The City utilizes video detection systems as its primary means of detection; however, a few intersections do feature in-pavement loop detectors. Where fiber optic cable is available at a given intersection with video detection, the feeds from these cameras are linked to the offices of the Transportation Engineer in the Municipal Complex and the Traffic Control Division Building located in North Base, using the ATMS software. All of the City's school zone flashers utilize cellular modems to provide communications to and from the office through a wireless

communication system. The City also maintains a number of driver feedback speed limit signs with and without school zone flashing beacons.

The City of Norman has already laid the foundation for the establishment of a TMC with its robust fiber optic communication network, state-of-the-art traffic signal controllers and modern vehicle video detection systems. On April 2, 2019, Norman citizens approved a \$72 million proposition to fund 19 transportation projects, including \$366,000 earmarked for the design of a TMC that will ultimately be constructed using federal transportation funds. On October 22, 2019, the Norman City Council approved Contract K-1920-49 with Stantec Consulting Services, Inc., to prepare the Systems Engineering Analysis needed to qualify for federal funding of the TMC. On May 10, 2022, the Norman City Council approved Amendment No. 1 to Contract K-1920-49 with Stantec Consulting Services, Inc. (Stantec) for the design of a traffic management center that included all technology. The technology will be initially located in Building C of the Municipal Complex which is being designed by The McKinney Partnership Architects (McKinney) for renovation. A portion of the Building C remodel, the existing southwest corner of the building, will house the future Traffic Management Center.

The Federal Fiscal Year 2022 Transportation Improvement Plan includes a \$3 million grant for the City's first TMC. The project achieved a perfect score of 100 in the Association of Central Oklahoma Governments (ACOG) competitive ranking process. Funds for the construction of the TMC must be obligated by the Oklahoma Department of Transportation (ODOT) by October 2022. All of the accumulated funds for the TMC will pay for the modifications to the southwest corner of Building C as well as the equipment and communication network necessary to achieve a fully functioning TMC. While the funds must be obligated by October 2022, the actual construction will not be underway until late winter or early spring of 2023. Construction is expected to take four to six months. Staffing requirements for technicians to occupy the TMC space will be forthcoming in the FYE 2024 budget.

DISCUSSION:

With Stantec on board to design the technology that will go into the City's first TMC, there needs to be a corresponding modification to Building C to accommodate the TMC equipment and staff. A rendering of the TMC space in the southwest corner of Building C is attached. McKinney has been working with the City Clerk's Office on the redesign of a number of buildings in the Municipal Complex including Building C. Staff received a proposal from McKinney for the architectural redesign of Building C that will be used for the TMC. The amount of this proposal, which forms the basis of Contract K-2223-27, is \$40,545. The Classen Blvd. Signals (Construction) project was identified as a source of funds for the architectural design of the TMC. The current balance in the Classen Blvd. Signals Construction account is \$50,000. There is currently no activity on this portion of Classen Boulevard between State Highway 9 and Cedar Lane Road on the part of ODOT. In the event that activity picks-up in the future, funds exist in the form of traffic impact fees to cover any short-term construction needs. The following table illustrates the funds recommended to be re-allocated (transferred):

Losing Account					Gaining Account				
Description	Project #	Org	Object	Transfer Amount	Description	Project #	Org	Object	Transfer Amount
Classen Blvd. Signals	TR0057	50590076	46101	-\$40,545.00	Traffic Management	TR0124	50590689	46201	+\$40,545.00

					Center Study- Design				
--	--	--	--	--	-------------------------	--	--	--	--

RECOMMENDATION NO. 1:

Staff recommends approval of Contract K-2223-27 with The McKinney Partnership Architects in the amount of \$40,545, for the architectural services associated with the design of a new Traffic Management Center.

RECOMMENDATION NO. 2:

Staff recommends the transfer of \$40,545 from the Classen Boulevard Signals Project (TR0057 / 50590076-46101) to Traffic Management Center Study Project (TR0124 / 50590689-46201).



1 July, 2022

Mr. David R. Riesland, P.E.
City Transportation Engineer
City of Norman
201 West Gray Street
Norman, OK 73070

Re: Proposal of Architectural & Engineering Services
City of Norman Traffic Management Center
Norman, Oklahoma

Dear Mr. Riesland:

We appreciate this opportunity to submit to the City of Norman our Proposal for Architectural & Engineering Services relating to the design of the new Traffic Management Center to be located in Building C. We propose the following Scope, Outline of Services, Fee Structure and Schedule for this work:

PROJECT UNDERSTANDING

Proposed Scope

Design of approximately 2,200 S.F. Traffic Management Center for City of Norman to be located in the southwest corner of Building C. TMP to coordinate the design with Stantec (Owner's transportation consultant). The Traffic Management Center will be comprised of three Offices, Operations Room, Conference Room, and IT Room. The Operations Room, Conference Room, and IT Room will have a raised floor for underfloor power and data. Basic services shall include architectural, MEP engineering, structural engineering and FF&E selection.

3600 West Main
Suite 200
Norman, Oklahoma
73072
405.360.1400 p
405.364.8287 f
tmparch.com

Article 1 BASE ARCHITECTURAL SERVICES

Schematic Design

- 1.01 Meet with City of Norman and Stantec to develop space needs, expectations, adjacencies, equipment, budget, and schedule.
- 1.02 Compile existing site and building information applicable to the design including as-built conditions, site conditions, building systems and any known deficiencies.
- 1.03 Conduct preliminary code review based on current adopted codes by City.
- 1.04 Prepare Schematic Design documents as required to convey the proposed space planning and design intent.
- 1.05 Review Schematic Design documents with City and Stantec and incorporate any changes as required into Design Development drawings.

Design Development

- 1.06 Prepare Design Development Documents including Demo Plan, Floor Plan, Reflected Ceiling Plan, Interior Elevations, and preliminary mechanical/electrical/plumbing design.
- 1.07 Coordinate w/ Stantec on physical requirements, finishes, equipment, etc.
- 1.08 Prepare preliminary interior finishes and light fixtures for review by City and Stantec.
- 1.09 Prepare preliminary Furniture, Fixtures & Equipment (other than transportation equipment) for review by City and Stantec.
- 1.10 Review Design Development Documents with City and Stantec and incorporate any changes as required into Construction Documents.

Construction Documents

- 1.11 Prepare Construction Documents for permitting, bidding, and construction including but not limited to Demo Plan, Floor Plans, Reflected Ceiling Plan, Interior Elevations, Door and Window Details, Interior Finishes, Misc. Details, and Specifications.
- 1.12 Coordinate and provide Mechanical, Electrical, Plumbing engineering as required to bid and construct the project.
- 1.13 Coordinate and provide Structural engineering to verify if existing roof structure can support new roof mounted mechanical unit and provide details for additional bracing if required.
- 1.14 Review Construction Documents with City and Stantec and incorporate any changes as required.

- 1.15 Incorporate any changes in the Construction Documents as required based on ODOT reviews at 50% and 90% issuances.
- 1.16 Submit plans to City of Norman for permitting and incorporate any comments as required for approval and issuance of building permit.
- 1.17 Final Furniture, Fixtures & Equipment (other than transportation equipment) selection and specifications for procurement by City.

Bidding and Negotiations

- 1.18 Assist the City of Norman in issuance of plans to ODOT for letting.
- 1.19 Respond to Requests for Information (RFIs) and issue Addenda as required during bidding.

Construction Observation

- 1.20 Respond to RFIs from General Contractor and render decisions relating to matters of compliance or interpretation of the documents in conjunction with the City of Norman and Stantec.
- 1.21 Review of Shop Drawings and Submittals.
- 1.22 Review the construction twice per month (12 visits total). Site visits shall include meetings with Contractor, Owner's representative, and preparation of field reports with digital photo documentation.
- 1.23 Preparation and distribution of written field reports and photo-documentation of each site visit.
- 1.24 Conduct final Punch List inspection with City of Norman, Stantec and General Contractor. Prepare written Punch List and distribute. Conduct final inspection to verify satisfactory completion of the work.
- 1.25 Review General Contractor's Change Order Requests (CORs) and issue Change Orders and Work Directives during construction as required.
- 1.26 Issue Certificate of Substantial Completion.
- 1.27 Conduct 11-month post-completion inspection of the work prior to General Contractor's 12-month warranty expiration for each building Phase.

Article 2 OWNER RESPONSIBILITIES:

- 2.01 Provide programming requirements and information relating to current and projected municipal departmental needs including areas, staffing projections, uses, adjacencies and current operations.
- 2.02 Audio/Video Design (Electrical engineer will provide power and data connections behind TV in Conference Room and under Conference Table with pathway between). TV and mount to be specified by Stantec. No cameras or speakers included in design.
- 2.03 Security Design (Electrical engineer will provide power and pathway to doors with access control. Access control equipment, wiring, and installation by City's required vendor-Convergint).
- 2.04 Low Voltage Design (Electrical engineer will provide empty j-box with ¾" empty conduit and pull string stubbed above ceiling. Low voltage equipment, wiring, connections, and testing by City's required vendor-Trans-Tel).
- 2.05 Building Permit fees.
- 2.06 Special Inspection fees (if required).
- 2.07 Review documents as needed to convey changes and instructions to the Architect.
- 2.08 Provide written approval at all stages of the project.

Article 3 ADDITIONAL SERVICES:

- 3.01 Changes or Value Engineering in the project at the Owner's request after previous phases have been approved by the Owner when such changes require additional work by the Architect or their Consultants.
- 3.02 3-D renderings.
- 3.03 Signage design.
- 3.04 Structural Engineering beyond scope listed in Base Architectural Services.
- 3.05 Civil Engineering if required.

- 3.06 Additional construction observation required beyond the contracted completion due to no fault of the Architect. Architect shall invoice the Owner who should recover any additional costs from the Contractor.
- 3.07 As-built verification after construction is completed.
- 3.08 LEED certification.
- 3.09 Life-cycle costs.
- 3.10 Detailed cost estimates or opinions of probable costs.
- 3.11 Audio/Video Design, Security Design or Low Voltage Design beyond scope listed in Base Architectural Services.
- 3.12 Fees for additional site observation visits beyond 12 site visits included in Base Architectural Services shall be billed at a lump sum fee of \$300.00 per site visit.

Article 4 ARCHITECTURAL FEES

- 4.01 Architectural Fee for Basic Services shall be a lump sum fee of \$40,545.00 based on the following breakdown:

Architectural Design	\$22,545.00
Mechanical/Electrical/Plumbing Design	\$12,500.00
Structural Engineering	\$ 2,500.00
FF&E Selection & Specification	\$ 3,000.00
Total	\$40,545.00

- 4.02 Fees for Additional Services shall be billed hourly at the rates listed in Attachment “A”.
- 4.03 Should the scope or design change after previous approvals have been granted, fees shall be adjusted for any additional work required by the Architect or its consultants.

Article 5 ARCHITECTURAL FEE PAYMENT

- 5.01 Fees for Basic Services shall be billed monthly based on the percentage of completion and shall be due and payable within thirty days of date of invoice.
- 5.02 Fees for Additional Services shall be billed hourly at the rates listed in Attachment “A” in addition to fees noted in Article 5.01 or at a negotiated lump sum fee.

1 July, 2022

Page 6 of 7

- 5.03 Should the Project be canceled prior to completion, only the fees for services performed and reimbursable expenses accrued up to the time of Architect's receipt of written notice to cease work shall be due and payable.
- 5.04 Reimbursable Expenses and expenses pertaining to Additional Services shall be submitted in addition to the invoices for Basic Services.

Article 6 REIMBURSABLE EXPENSES

Reimbursable expenses shall be billed at one point one (1.1) times our cost in addition to the progress fee billings and include but are not necessarily limited to the following:

- 6.01 Cost of reproduction (prints, CAD plots and photocopies) as required to perform services. Cost of bid documents will be paid by contractors.
- 6.02 Mileage at current IRS rates.
- 6.03 Expenses of overtime work (1.5 times base hourly rate) if required and authorized in advance by the Owner.

Article 7 PROJECT SCHEDULE

We propose the following schedule:

- 7.01 We anticipate submitting 90% Construction Documents by the end of September per Owner. No other dates have been established at time of this Proposal.

If you have any questions, please advise. If this Proposal meets with your approval, please execute and return one copy our records.

We appreciate this opportunity to be of continued service to the City of Norman and look forward to assisting you with the design of the new Traffic Management Center.

Respectfully,



Richard S. McKinney, Jr., AIA
President

Encl: Attachment A:TMP Hourly Billing Rates
Attachment B: Schematic Design dated 04/04/22

The City of Norman, Oklahoma

By: _____
Name: _____
Title: _____

Attest: _____
Name: Brenda Hall
Title: City Clerk
(Seal)

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

City Attorney / General Counsel

ATTACHMENT "A"

The McKinney Partnership Architects Hourly Billing Rates

Senior Architect	\$ 120.00 – 150.00
Project Architect	\$ 90.00 – 110.00
Project Manager	\$ 80.00 – 100.00
Project Staff	\$ 60.00 – 80.00
Project Support Staff	\$ 40.00 – 60.00
Administrative Staff	\$ 50.00 – 75.00
Clerical	\$ 30.00 – 50.00

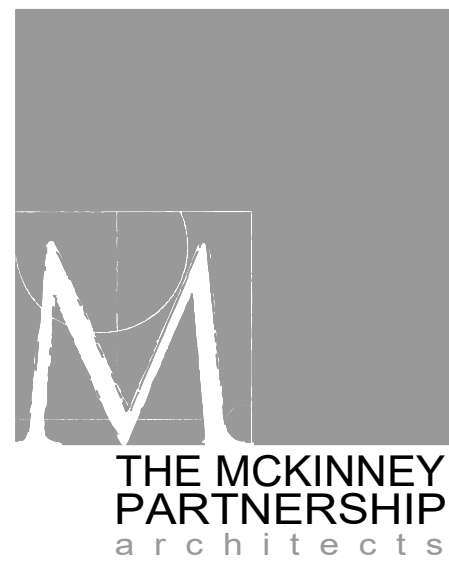
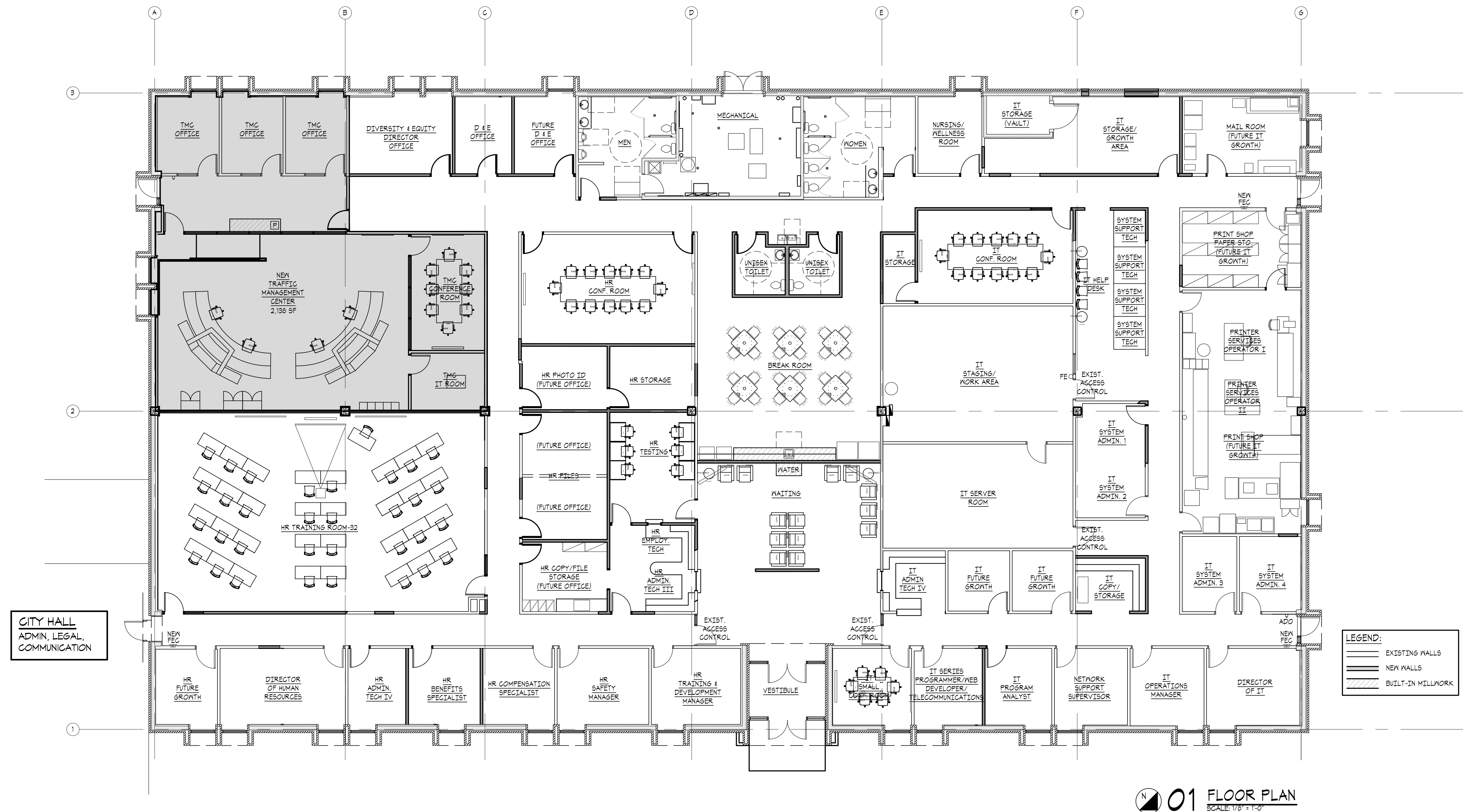
Hourly rates may be adjusted without notice based upon
annual employee reviews and salary adjustments

Architectural floor plan of the 1st floor of the building. The plan shows a large central area with a curved desk and a circular desk, a rectangular desk, a lounge area with a sofa and armchairs, a kitchen area with a counter and stools, and a rest area with a sofa and armchairs. The plan also shows a large entrance area with a curved desk and a circular desk, a rectangular desk, a lounge area with a sofa and armchairs, a kitchen area with a counter and stools, and a rest area with a sofa and armchairs. The plan is labeled with dimensions and room names.

01 ENLARGED FLOOR PLAN
SCALE: 1/4" = 1'-0"

LEGEND:

=====	EXISTING WALLS
=====	NEW WALLS
=====	BUILT-IN MILLWORK



3600 West Main
Suite 200
Norman, Oklahoma
73072
405.360.1400 p
405.364.8287 f
tmparch.com

Copyright © 2008 The McKinney Partnership Architects, P.C. All Rights Reserved

Seal:

Project:

City of Norman
Traffic Management Center
201 W. Gray, Building C
Norman, OK

Issue Date:
04/24/2022 SCHEMATIC DESIGN

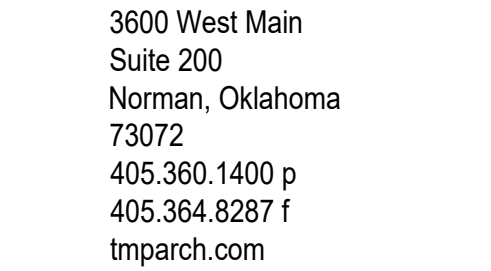
Revisions:

Project Number:
CM090822

Sheet Title:
FLOOR PLAN

Sheet Number:

A1.0



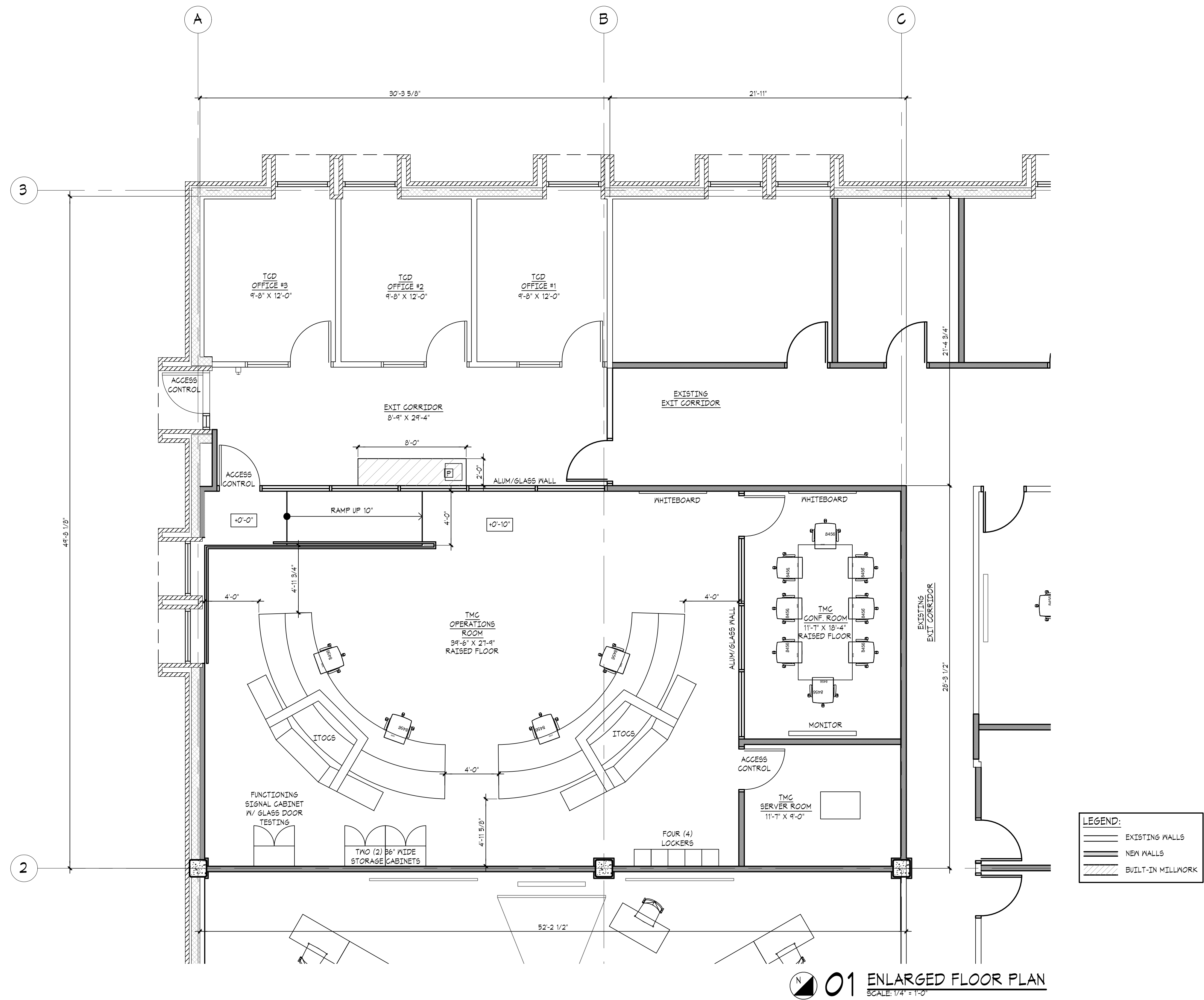
Project:

City of Norman
Traffic Management Center
201 W. Gray, Building C
Norman, OK

Revisions:

Sheet Title:
ENLARGED FLOOR PLAN

A1.1



File Attachments for Item:

28. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-28: A COMBINED MAINTENANCE, FINANCING, & RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$698,029 FOR THE CITY'S SHARE FOR FEDERAL-AID PROJECT J3-5325(004)IT, J/P 35325(04), THE TRAFFIC MANAGEMENT CENTER, RESOLUTION R-2223-19, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-28: A COMBINED MAINTENANCE, FINANCING, & RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$698,029 FOR THE CITY'S SHARE FOR FEDERAL-AID PROJECT J3-5325(004)IT, J/P 35325(04), THE TRAFFIC MANAGEMENT CENTER, RESOLUTION R-2223-19, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

A Traffic Management Center (TMC) is a component of a transportation management system that improves traffic flow and incidence response. Many cities throughout the country, including Oklahoma City, Tulsa and Edmond in the state of Oklahoma, have TMCs designed to better manage the flow of traffic on their streets.

TMCs collect information about the transportation network, combine it with other operational, and control data to manage the transportation network and to provide traveler information. TMCs communicate transportation-related information to the media and to the motoring public. It is a place where agencies can coordinate their responses to transportation situations and conditions. The TMC uses closed circuit video equipment, and roadside count stations to enable decision makers to identify and react to an incident in a timely manner based on real time data.

For the last two decades, the City has been working on the development of an Advanced Traffic Management System (ATMS) and communication network of underground fiber optic cable. There are currently ten closed-loop traffic signal coordinated systems and approximately 60 miles of fiber optic cable in the ground connecting 127 of the City's 156 traffic signals. The remaining 29 signals are stand-alone signals and are not currently part of a coordination system.

The City utilizes video detection systems as its primary means of detection; however, a few intersections do feature in-pavement loop detectors. Where fiber optic cable is available at a given intersection with video detection, the feeds from these cameras are linked to the offices of the Transportation Engineer in the Municipal Complex and the Traffic Control Division Building located in North Base, using the ATMS software.

All of the City's school zone flashers utilize cellular modems to provide communications to and from the office through a wireless communication system. The City also maintains a number of driver feedback speed limit signs with and without school zone flashing beacons.

A TMC is a component of a transportation management system that improves traffic flow and incidence response. Many cities throughout the country, including Oklahoma City, Tulsa and Edmond in the state of Oklahoma, have TMC's designed to better manage the flow of traffic on their streets. A copy of the preliminary layout of the TMC is attached.

DISCUSSION:

The Oklahoma Department of Transportation (ODOT) requires the City to execute a Project Maintenance, Financing, and Right-of-Way Agreement and to adopt it by resolution before spending any federal funds. The agreement addresses the responsibilities of the City and the Department of Transportation during the construction of the project. Both the agreement and resolution have been reviewed by staff and approved by the City Attorney. The project will be funded by three sources. First an amount not to exceed \$2,792,114 STBG-UZA was secured through the Association of Central Oklahoma Governments (ACOG). Second, 2019 Transportation Bond Funds are set aside for the development of the TMC. Lastly, a capital project contains \$300,000 in construction funds.

Norman's TMC is being outfitted with individual iTOC units rather than a large, expensive video wall. A rendering of the individual iTOC is attached. The design of the iTOC is more ergonomically correct and the location of two units in Building C will provide the same amount of video board space as a traditional video wall. When completed, the TMC will feature renovated space in Building C for location of the TMC, the equipment and communication infrastructure necessary to have the TMC in Building C, two iTOC units to operate in Building C, one iTOC unit that can be moved into the TMC space in the ECOC when ready, and up to eight intersections with CCTV cameras that will be able to be viewed on each iTOC unit.

ODOT is also asking that the local share of the project cost, estimated at \$698,029, be paid in advance of the bid opening, which is expected in spring of 2023. Originally, this project was thought to be in a November 2022 letting, but delays with the design of the iTOC units has pushed the likely letting to February or March, 2023. Most of the local funds (\$600,000) have been identified in either bond funds or the existing capital project. However, the funds from these two sources leave a balance of \$98,029 to be identified. Surplus funds have been identified in the 12th Ave NE & High Meadows Drive account (Project TR0051/Object 50590079/Org 46001) where a balance of \$140,000 exists for a part of the 12th Ave NE & High Meadows Drive project that will not be needed. The amount of the transfer, \$100,000, will leave a balance of \$40,000 in the identified 12th Ave NE & High Meadows Drive account. A summary of requested transfer is provided in the following table:

Losing Account				Gaining Account			
Project	Org	Object	Transfer Out	Project	Org	Object	Transfer In
TR0051	50590079	46001	\$100,000	BG0087	50596688	46101	\$100,000

A letting in February or March 2023 will likely mean that construction will begin in the summer of 2024 with an operational TMC being completed likely in the late fall of 2024. This will allow

decisions related to staffing requirements to be delayed until the City's FYE 2024 budget. In the meantime, there will be additional projects for additional CCTV cameras, arterial dynamic message signs, and anything needed to fully outfit the TMC space in the future ECOC.

RECOMMENDATION NO. 1:

Staff recommends approval and execution of Contract K-2223-28 and Resolution R-2223-19.

RECOMMENDATION NO. 2:

Staff recommends a budget transfer from the losing account as identified in the table above.

RECOMMENDATION NO. 3:

Staff recommends the payment authorization of \$698,029 to the Oklahoma Department of Transportation for the local share of the project cost upon receipt of the invoice.

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

TRAFFIC MANAGEMENT CENTER: VIDEO WALL, WORK STATIONS, COMPUTER
SERVER, HARDWARE & SOFTWARE, NETWORKING, COMMUNICATION EQUIPMENT,
FURNITURE.

Project No.: J3-5325(004)IT

State Job No.: 35325(04)

This Agreement, made the day and year last written below, by and between the City of **Norman**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
STBG-UZA	03	CLEVELAND	35325(04)	J3-5325(004)IT	ENHANCEMENT	TRAFFIC MANAGEMENT CENTER: VIDEO WALL, WORK STATIONS, COMPUTER SERVER, HARDWARE & SOFTWARE, NETWORKING, COMMUNICATION EQUIPMENT, FURNITURE

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The SPONSOR agrees to hold the Federal Government and the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the SPONSOR, the DEPARTMENT, or Federal Government, arising from the SPONSOR's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT or Federal Government in the project, provided nothing herein shall require the SPONSOR to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the DEPARTMENT.

2.4 When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the SPONSOR. No liability shall attach to the DEPARTMENT or Federal Government except as expressly provided herein.

2.5 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets,

boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.6 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.7 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.8 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.9 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as

amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Operations Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, ACOG STBG-UZA total estimated cost of **\$2,792,114**, as described below:

FUNDING SOURCE =>			STBG-UZA		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
	Design -					
	Right-of-Way -					
	Utilities -					
35325(04)	Construction - (With 6% Inspection)	\$3,490,143	80 up to a limit of	\$2,792,114	Remainder	\$698,029
Total		\$3,490,143	Total=>	\$2,792,114	Total=>	\$698,029

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG STBG-UZA costs incurred by project phase **JP35325(04)** may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of

each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans,

specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior

written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to

ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time

(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has

occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party in writing.

SECTION 8: GOVERNING LAW AND VENUE

- 8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

- 9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

- 10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

- 11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this _____ of _____, 20____, and the Department on the _____ day of _____, 20____.

THE CITY OF NORMAN

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF NORMAN

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Engineer Date

Director of Project Delivery Date

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel Date

Deputy Director Date

RESOLUTION NO. R-2223-19**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA:**

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number J3-5325(004)IT, State Job Number 35325(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this ____ day of _____, _____.

CITY OF NORMAN

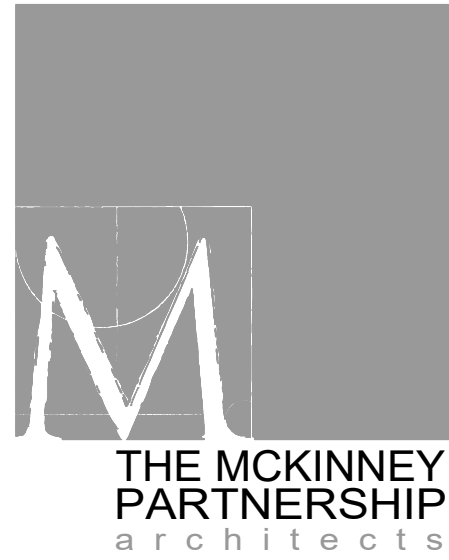
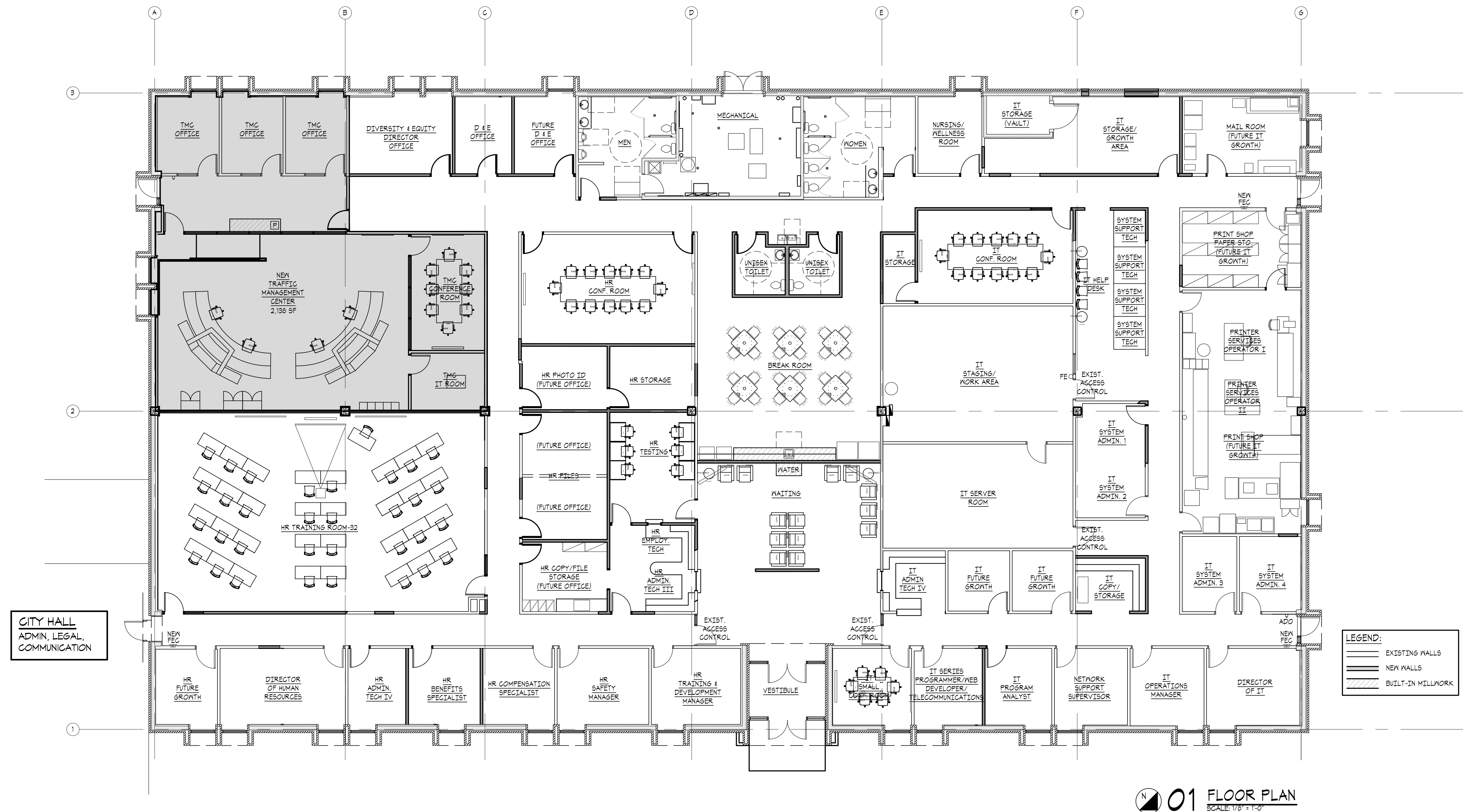
Mayor

ATTEST:

City Clerk

Approved as to form and legality this ____ day of _____, _____

City Attorney



3600 West Main
Suite 200
Norman, Oklahoma
73072
405.360.1400 p
405.364.8287 f
tmparch.com

Copyright © 2008 The McKinney Partnership Architects, P.C. All Rights Reserved

Seal:

Project:

City of Norman
Traffic Management Center
201 W. Gray, Building C
Norman, OK

Issue Date:
04/24/2022 SCHEMATIC DESIGN

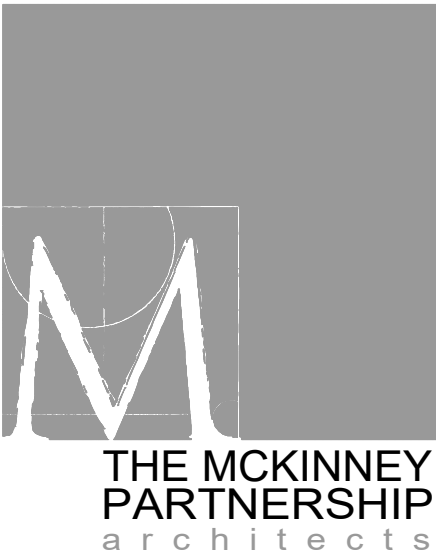
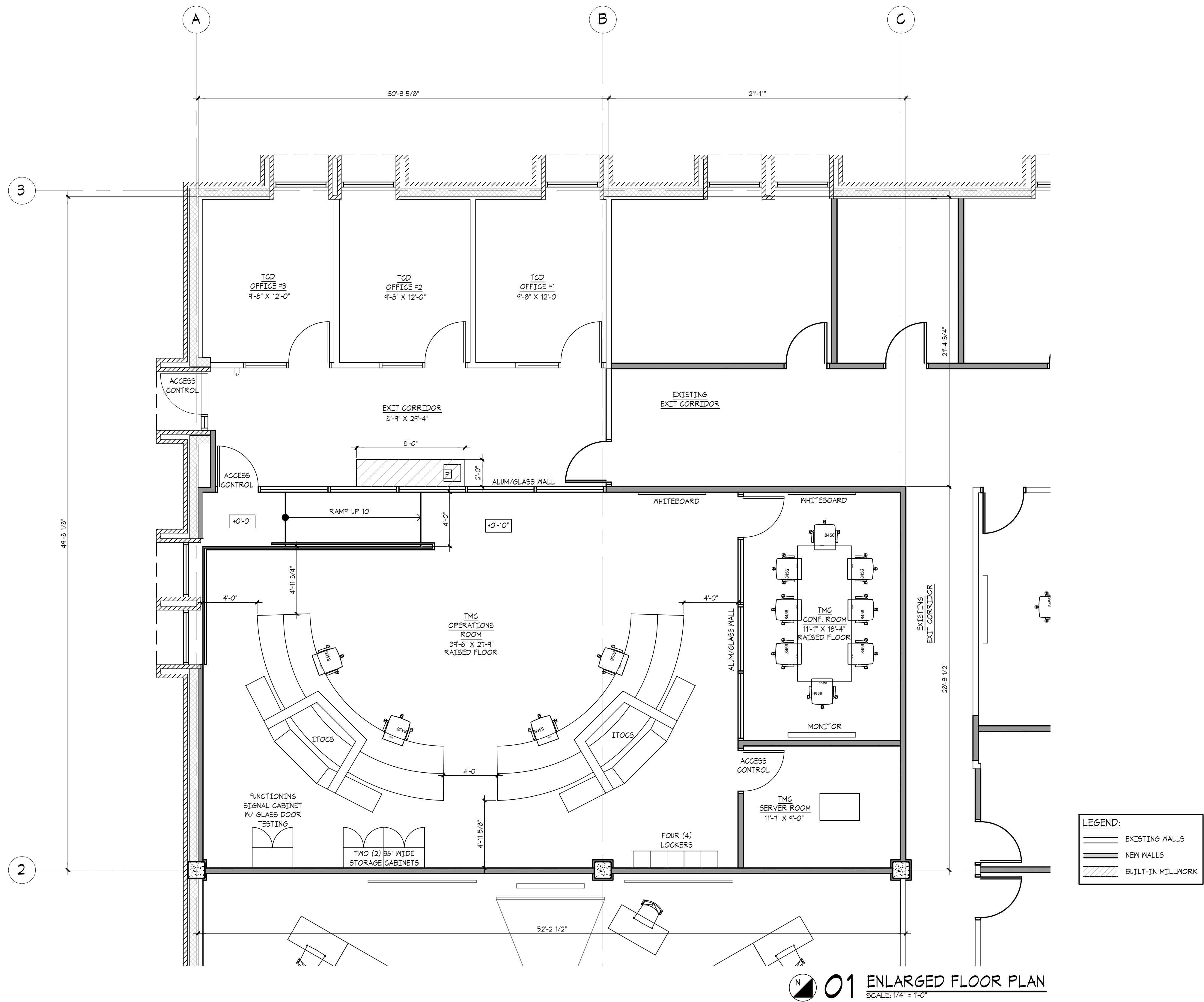
Revisions:

Project Number:
CM090822

Sheet Title:
FLOOR PLAN

Sheet Number:

A1.0



3600 West Main
Suite 200
Norman, Oklahoma
73072
405.360.1400 p
405.364.8287 f
tmparch.com

Copyright © 2008 The McKinney Partnership Architects, P.C., All Rights Reserved

Seal:

Project:

City of Norman
Traffic Management Center
201 W. Gray, Building C
Norman, OK

Issue Date:
04/24/2022 SCHEMATIC DESIGN

Revisions:

Project Number:
CM090822

Sheet Title:
ENLARGED FLOOR PLAN

Sheet Number:

A1.1



File Attachments for Item:

29. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-29: 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, 2022, AND ENDING JUNE 30, 2023.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 7/26/2022

REQUESTER: Ronda Guerrero

PRESENTER: Ronda Guerrero, Court Administrator

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-29: 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, 2022 AND ENDING JUNE 30, 2023.

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, 2023.

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 sooner and a resolution reached which negates the need for the case to be heard on a court docket. There are no costs for mediation services to 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 FYE22, the Program received 433 referrals and resolved a total of 197 cases by conducting 40 mediations and addressing the conflict in an additional 157 cases through contact by mediation staff with both parties involved in the conflict. In 28% of the referrals, the initiating party to the conflict chose not to respond to Program contact attempts. This is often an indication that the parties have resolved the conflict on their own. Combining all efforts made by Program staff, statistics show that more than 64% 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, 2022, through June 30, 2023, has been reviewed by the City Attorney, 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, 2022** 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, 2023** at the end of the fiscal year **2023**, 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

For: The City of Norman and
Early Settlement - **Norman**

By: Jari Askins
Jari Askins
Administrative Director of the Courts

By: _____
Mayor/City Manager
City of Norman

Date: June 14, 2022

Date: _____

ATTEST:

City Clerk

Approved by the City's Attorney's Office
Date: _____

Signature: _____

File Attachments for Item:

30. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF LAURA DOUGHTY V. CENTRALSQUARE TECHNOLOGIES, LLC AND CITY OF NORMAN, UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA COURT CASE CIV-2020-500, IN THE AMOUNT OF \$37,500.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/26/2022

REQUESTER: Rickey Knighton II, Assistant City Attorney

PRESENTER: Rickey Knighton II, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF LAURA DOUGHTY V. CENTRALSQUARE TECHNOLOGIES, LLC AND CITY OF NORMAN, UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA COURT CASE CIV-2020-500, IN THE AMOUNT OF \$37,500.

BACKGROUND:

This case was brought by Laura Doughty on April 20, 2020 involving a class action in regards to a security incident that occurred in August through October of 2019. On July 13, 2022, Ms. Doughty indicated that she will settle the case for \$37,500.

DISCUSSION:

Ms. Doughty has stated her willingness to settle her case for \$37,500. Because this matter involves pending litigation, the merits of this case were discussed during executive session held on July 12, 2022. The settlement offer is within the range discussed with Council in Executive Session.

Funds are available in Miscellaneous Services – Judgements (Account No. 43122351-44705).

RECOMMENDATION:

It is believed that the proposed settlement is fair, reasonable and in the best interests of the City. It is recommended the settlement of this matter be approved by City Council and that this office be directed to reduce the settlement amount to judgment in accordance with 51 O.S. §159, and 62 O.S. §362. The settlement amount will then be placed on the property tax rolls for collection over the next three years. Under this process, one- third of the judgment amount plus interest at the statutory rate on the unpaid balance is collected through property tax roll assessments over that time period. This statutorily allowed procedure for payment of judgments against a municipality will minimize the impact of the settlement on the City's Water Reclamation Fund, Sewer Maintenance Fund and General Fund.