



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, February 22, 2022 at 6:30 PM

AGENDA

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2121-23: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MARCH AS IRISH AMERICAN HERITAGE MONTH IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 2 through Item 27 be placed on the consent docket.

Reports/Communications

- [2.](#) CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF DECEMBER 31, 2021, AND DIRECTING THE FILING THEREOF.
- [3.](#) CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF JANUARY, 2022.
- [4.](#) CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE NORMAN FORWARD FINANCIAL OVERSIGHT BOARD ANNUAL REPORT FROM OCTOBER 1, 2020, THROUGH DECEMBER 31, 2021.

Special Claim

- [5.](#) CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2122-3: SUBMITTED BY BETHEL BAPTIST CHURCH IN THE AMOUNT OF \$13,937 FOR DAMAGE TO AN ENTRYWAY AWNING BY A CITY SANITATION TRUCK ON JANUARY 17, 2022, AT 1717 WEST LINDSEY STREET.

Donation

- [6.](#) CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF REIMAGINED MURAL ENTITLED "PROMISED LAND" TO BE PLACED ON THE RETAINING WALL ALONG 12TH AVENUE N.E. AND ROCK CREEK ROAD.

Easement

- [7.](#) CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-13 A PERMANENT WATER LINE EASEMENT FROM HERMAN ROBERT USRY REVOCABLE TRUST IN THE AMOUNT OF \$8,500 FOR THE FLOOD AVENUE WATER LINE REPLACEMENT PROJECT.

Contracts

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2021-01: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARNEY COMPANIES, INC., INCREASING THE CONTRACT AMOUNT BY \$59,043.05 FOR A REVISED CONTRACT AMOUNT OF \$2,070,994.85 AND ADDING 127 DAYS TO THE CONTRACT FOR THE ROBINSON WATER LINE REPLACEMENT PROJECT, PHASE III, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$177,882.27.
9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2021-53: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY. INCREASING THE CONTRACT AMOUNT BY \$184,533.80 FOR A REVISED CONTRACT AMOUNT OF \$2,810,441.45 FOR VARIOUS CHANGES TO PROJECT DESIGN FOR STORMWATER REMEDIATION FOR THE PORTER AND ACRES INTERSECTION PROJECT, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-68: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PM CONSTRUCTION & REHAB, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$16,426.17 FOR A REVISED CONTRACT AMOUNT OF \$1,094,204.17 FOR THE FYE2021 STORMWATER PIPE REPLACEMENT PROJECT, VICKSBURG AVENUE/SAWGRASS DRIVE/BUCKHORN DRIVE, FINAL ACCEPTANCE OF THE PROJECT AND FINAL PAYMENT IN THE AMOUNT \$88,619.67
11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-70: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOONER SIGHT UTILITY AND CONSTRUCTION DECREASING THE CONTRACT AMOUNT BY \$22,800 FOR A REVISED CONTRACT AMOUNT OF \$62,300 AND ADDING 64 CALENDAR DAYS TO THE CONTRACT FOR THE WATER DISTRIBUTION SYSTEM SAMPLING STATIONS PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$5,110.
12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$22,659,079 FOR A REVISED CONTRACT AMOUNT OF \$39,024,185 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER; APPROPRIATION OF NORMAN FORWARD SALES TAX FUND BALANCE; AND BUDGET TRANSFER, AS OUTLINED IN THE STAFF REPORT.

13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-2021-115: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$2,758,145 FOR A REVISED CONTRACT AMOUNT OF \$4,804,873 FOR CONSTRUCTION OF THE NORMAN FORWARD SENIOR WELLNESS CENTER PROJECT.
14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. THREE TO CONTRACT K-2122-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EMC SERVICES, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$16,016.13 FOR A REVISED CONTRACT AMOUNT OF \$891,264.13 FOR THE URBAN CONCRETE FYE 2022 LOCATIONS PROJECT, BID #1, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$44,563.21.
15. CONSIDERATION OF AWARDDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-45, CONTRACT K-2122-48 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CIMARRON CONSTRUCTION COMPANY, L.L.C. IN THE AMOUNT OF \$2,039,328; PERFORMANCE BOND B-2122-36; STATUTORY BOND B-2122-37, MAINTENANCE BOND MB-2122-28 FOR THE PORTER AVENUE WATER LINE REPLACEMENT PROJECT, PHASE II; AUTHORIZING THE UTILITIES DIRECTOR TO PURCHASE MATERIALS ON BEHALF OF THE CONTRACTOR; AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-59: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN UTILITIES AUTHORITY, AND HASKELL LEMON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$146,498, FOR A REVISED CONTRACT AMOUNT OF \$1,587,193 TO ADD UTILITY AND DRAINAGE STRUCTURE INSTALLATION TO THE IMHOFF BRIDGE EMERGENCY REPAIRS PROJECT AND BUDGET APPROPRIATION AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT.
17. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF AWARDDING AMENDMENT NO. ONE TO CONTRACT K-2122-81: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY INC., INCREASING THE CONTRACT AMOUNT OF \$1,370,970 FOR A REVISED CONTRACT AMOUNT OF \$1,385,542 FOR THE NORMAN FORWARD GRIFFIN RENOVATION PROJECT, PHASE 5.

18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-93: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND KIMBERLY LOUISE BAXTER, 1/6 INTEREST; CLIFTON VAN BROWN, 1/6 INTEREST; DANIEL VAN BROWN, 1/6 INTEREST; RAYMOND JOSEPH SENDELBACH, REVOCABLE LIVING TRUST, 1/4 INTEREST; STANLEY RAY SENDELBACH, 1/8 INTEREST; AND SANDRA SENDELBACH LUNDMARK, 1/8 INTEREST; IN THE AMOUNT OF \$800,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 4020 E TECUMSEH ROAD, PLUS CLOSING COSTS TO BE DETERMINED PRIOR TO CLOSING, FOR THE GROUNDWATER TREATMENT SITE AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE ALL CLOSING DOCUMENTS.
19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-96: A REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, A MUNICIPAL CORPORATION, AND WESTERN FARMERS ELECTRIC COOPERATIVE IN THE AMOUNT OF \$446,469.13, AND PROVIDING FOR THE SHARING OF COSTS FOR TRANSMISSION LINE RELOCATION OCCASIONED BY THE 36TH AVENUE BOND PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF REQUEST FOR PROPOSAL RFP-2122-33, CONTRACT K-2122-97 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS, L.L.C., IN THE AMOUNT OF \$200,000, PERFORMANCE BOND B-2122-69; STATUTORY BOND B-2122-70; AND MAINTENANCE BOND MB-2122-51 FOR THE CHERRY CREEK PARK PLAYGROUND PROJECT; AND RESOLUTION R-2122-91 GRANTING TAX-EXEMPT STATUS.
21. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDDING REQUEST FOR PROPOSAL RFP-2122-48, CONTRACT K-2122-98 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TRICORE GROUP, L.L.C., IN THE AMOUNT OF \$83,083.88, PERFORMANCE BOND B-2122-71; STATUTORY BOND B-2122-72, AND MAINTENANCE BOND MB-2122-52 FOR THE LIONS PARK RESTROOM REMODEL PROJECT; AND RESOLUTION R-2122-92 GRANTING TAX EXEMPT STATUS.
22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-99: A LETTER OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SELECTRON TECHNOLOGIES, INC., IN THE AMOUNT OF \$40,000 TO PROVIDE SOFTWARE INSTALLATION, IMPLEMENTATION, AND THE FIRST YEAR HOSTING AND MAINTENANCE OF THE PERMITTING INTERACTIVE VOICE RESPONSE SYSTEM USED FOR INSPECTION RESULTS, MESSAGING, SCHEDULING, CANCELLATIONS, AND ALL RELATED PERMITTING PROCESSES FOR INSPECTORS AND CONTRACTORS.

23. CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT AND/OR AMENDMENT OF CONTRACT K-2122-108: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND NORMAN REGIONAL HOSPITAL AUTHORITY AFFIRMING THE VACATION OF CERTAIN EASEMENTS CONTAINED IN THE ORIGINAL PLAT WITH THE FILING OF THE REPLAT OF N.R.H. MEDICAL PARK WEST, SECTION 2.

WCC Court Order

24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A COURT ORDER: CITY ATTORNEY'S RECOMMENDATION IN THE AMOUNT OF \$17,600 REGARDING SEAN LANDRUM VS. THE CITY OF NORMAN, OKLAHOMA WORKERS' COMPENSATION COMMISSION CASE NO. 2019-05618L.

Resolutions

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-84: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, EXPANDING THE EXISTING EXCEPTIONS TO THE GENERAL PROHIBITION OF THE DISTRIBUTION OR SALE FOR PUBLIC CONSUMPTION OF ANY ALCOHOLIC BEVERAGES AT CERTAIN CITY PARKS TO INCLUDE RUBY GRANT PARK.

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-96: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN APPROPRIATING \$183,039 FROM THE GENERAL FUND BALANCE TO BE DEPOSITED INTO THE NET REVENUE STABILIZATION FUND (RAINY DAY FUND).

27. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-97: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$350,000 FROM THE GENERAL FUND BALANCE TO UPDATE AND IMPROVE ANDREWS PARK PLAYGROUND TO BRING IT UP TO FULL AMERICANS WITH DISABILITIES (ADA) STANDARDS.

NON-CONSENT ITEMS

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-33 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTY-TWO (32), AND THIRTY-THREE (33), LESS THE EAST 25 FEET THEREOF, BLOCK THIRTEEN (13), OF M.C. RUNYAN SUBDIVISION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-3, INTENSIVE COMMERCIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (115 SOUTH PETERS AVENUE)

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.

NON-CONSENT ITEMS

29. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(3) TO DISCUSS THE ACQUISITION OF REAL PROPERTY LOCATED AT 1210 WEST ROBINSON STREET AND RIGHT-OF-WAY ACQUISITION IN CONNECTION WITH THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

ADJOURNMENT

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2121-23: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MARCH AS IRISH AMERICAN HERITAGE MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/22/2022

REQUESTER: Cinthya Allen

PRESENTER: Cinthya Allen, Chief Diversity & Equity Officer

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2121-23: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MARCH AS IRISH AMERICAN HERITAGE MONTH IN THE CITY OF NORMAN.

P-2122-23

A PROCLAMATION OF THE MAYOR OF THE CITY OF
NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF
MARCH, 2022, AS IRISH-AMERICAN HERITAGE MONTH IN
THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman recognizes the value an inclusive community creates and Irish immigrants arrived to our nation driven by determination and dreams; and
- § 2. WHEREAS, based on Census data, more than 31.5 million or 9.7% of Americans claim Irish ancestry; and
- § 3. WHEREAS, reports show Cleveland County has a population of 11.1% Irish ancestry; and
- § 4. WHEREAS, the earliest Irish settlers in Oklahoma arrived in the early 1800's and endured hardships, persecution, and famine; and
- § 5. WHEREAS, it was through solidarity, the Choctaw Nation helped the people of Ireland come through the hardships, so much that Ireland's president, Mary Robinson, visited Durant in 1995 to thank the Choctaw people for their help more than a century before; and
- § 5. WHEREAS, today we celebrate Irish culture through green shamrocks, music, River Dance, pubs and food; and
- § 6. WHEREAS, the City of Norman believes in the characteristics of inclusivity, hard work, solidarity, and the ability of communities to rise;

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

- § 7. Do hereby proclaim the month of March, 2022, as Irish-American Heritage Month in the City of Norman and invite all citizens to join me in celebrating.

PASSED AND APPROVED this 22nd day of February, 2022.

Mayor

ATTEST:

City Clerk

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 JANUARY 31, 2022, AND DIRECTING THE FILING THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/25/2022

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 JANUARY 31, 2022, AND DIRECTING THE FILING THEREOF.

DATE: February 3, 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 January 2022	MONTHLY % INCREASE (DECREASE)	MONTHLY INTEREST % OF PORTFOLIO HOLDINGS	MONTH-END BALANCE January 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	\$2,384	-84.60%	5.54%	10,211,916	3.42%	\$106,208	\$12,538	-88.19%	3.69%
NET REVENUE STABILIZATION	\$4,167	\$1,027	-75.36%	2.39%	4,186,354	1.40%	\$29,167	\$8,443	-71.05%	2.49%
PUBLIC SAFETY SALES TAX FUND	\$4,167	\$395	-90.53%	0.92%	10,339,017	3.46%	\$29,167	\$1,704	-94.16%	0.50%
HOUSING	N/A	\$4	100.00%	0.01%	3,951,337	1.32%	N/A	\$13	100.00%	0.00%
SPECIAL GRANTS FUND	N/A	\$357	100.00%	0.83%	13,671,163	4.58%	N/A	\$3,167	100.00%	0.93%
ROOM TAX FUND	\$208	\$132	-36.88%	0.31%	4,414,478	1.48%	\$1,458	\$878	-39.76%	0.26%
SEIZURES	\$42	\$300	620.17%	0.70%	1,421,373	0.48%	\$292	\$2,114	624.66%	0.62%
CLEET FUND	N/A	\$0	100.00%	0.00%	(2,880)	0.00%	N/A	\$0	100.00%	0.00%
TRANSIT & PARKING FUND	\$0	\$205	0.00%	0.48%	533,035	0.18%	\$0	\$851	0.00%	0.25%
ART IN PUBLIC PLACES FUND	N/A	\$1	100.00%	0.00%	2,911	0.00%	N/A	\$4	100.00%	0.00%
WESTWOOD FUND	\$625	\$251	-59.86%	0.58%	1,129,281	0.38%	\$4,375	\$1,180	-73.02%	0.35%
WATER FUND	\$10,000	\$8,753	-12.47%	20.33%	41,596,760	13.94%	\$70,000	\$72,227	3.18%	21.28%
WASTEWATER FUND	\$4,167	\$2,449	-41.22%	5.89%	10,790,136	3.61%	\$29,167	\$20,339	-30.27%	5.99%
SEWER MAINTENANCE FUND	N/A	\$3,171	100.00%	7.37%	13,027,708	4.36%	N/A	\$24,956	100.00%	7.35%
DEVELOPMENT EXCISE	\$5,833	\$1,682	-71.17%	3.91%	7,509,860	2.52%	\$40,833	\$14,235	-65.14%	4.19%
SANITATION FUND	\$25,000	\$4,203	-83.19%	9.76%	17,367,334	5.83%	\$175,000	\$34,822	-80.10%	10.26%
RISK MANAGEMENT FUND	N/A	\$658	100.00%	1.53%	1,297,486	0.43%	N/A	\$5,974	100.00%	1.78%
CAPITAL PROJECTS FUND	\$58,333	\$6,560	-88.75%	15.24%	63,724,129	21.35%	\$233,333	\$57,026	-75.56%	16.80%
NORMAN FORWARD SALES TAX	\$1,250	\$7,817	525.36%	18.16%	65,585,282	21.97%	\$8,750	\$63,606	626.93%	18.74%
PARKLAND FUND	\$833	\$202	-75.81%	0.47%	825,607	0.28%	\$5,833	\$1,845	-68.37%	0.54%
UNP TAX INCREMENT DISTRICT	\$2,000	\$102	-94.89%	0.24%	10,664,354	3.57%	\$280,000	\$647	100.00%	0.19%
CENTER CITY TAX INCREMENT DIST	N/A	\$125	0.00%	0.29%	571,215	0.19%	N/A	\$978	100.00%	0.29%
SINKING FUND	\$2,083	\$2,021	-2.99%	4.70%	14,627,999	4.90%	\$14,583	\$9,856	-32.41%	2.90%
SITE IMPROVEMENT FUND	N/A	\$13	100.00%	0.03%	52,511	0.02%	N/A	\$106	100.00%	0.03%
TRUST & AGENCY FUNDS	N/A	\$2	100.00%	0.01%	10,117	0.00%	N/A	\$20	100.00%	0.01%
ARTERIAL ROAD FUND	N/A	\$235	100.00%	0.55%	957,070	0.32%	N/A	\$1,904	100.00%	0.56%
	\$134,184	\$43,047	-67.92%	100.00%	298,485,552	100.00%	\$1,028,166	\$339,433	-66.99%	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 \$298.49 million as of 01/31/22 are represented by working capital cash balances of all City funds of approximately \$117.24 million, outstanding encumbrances of \$66.81 million, General Obligation Bond proceeds of \$45.06 million, NUA revenue bond proceeds of \$7.66 million, NMA bond proceeds of \$49.3 million, and UNP TIF reserve amounts of \$12.42 million.

INVESTMENT BY TYPE

January 31, 2022							
LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	EARNED INTEREST	COST	MARKET
**Checking							
BANK OF OKLAHOMA	GEN'L DEP.			0.07%	\$1,898.86	\$43,750,488.37	\$43,750,488.37
BANK OF OKLAHOMA	WARRANTS PAYABLE					(\$957,615.00)	(\$957,615.00)
BANK OF OKLAHOMA	PAYROLL					(\$3,342,120.85)	(\$3,342,120.85)
BANK OF OKLAHOMA	COURT BOND REFUNDS					\$92,268.73	\$92,268.73
BANK OF OKLAHOMA	INSURANCE CLAIMS					(\$147,222.18)	(\$147,222.18)
BANK OF OKLAHOMA	LOCK BOX					\$1,558,345.89	\$1,558,345.89
BANK OF OKLAHOMA	RETURN CHECKS					(\$4,605.01)	(\$4,605.01)
BANK OF OKLAHOMA	PARKS					\$0.00	\$0.00
BANK OF OKLAHOMA	FLEXIBLE SPENDING					(\$20,394.93)	(\$20,394.93)
BANK OF OKLAHOMA	CDBG-CV			0.04%	\$4.03	(\$18,502.07)	(\$18,502.07)
**Subtotal					\$1,902.89	\$40,910,642.95	\$40,910,642.95
**Money Market							
BANCFIRST-NUA	MONEY MKT.			0.37%	\$5.20	\$751,602.12	\$751,602.12
BANCFIRST-NMA Room Tax	MONEY MKT.			0.06%	\$17.51	\$3,948,343.98	\$3,948,343.98
BANCFIRST-NUA Water	MONEY MKT.			0.37%	\$87.51	\$6,267,754.14	\$6,267,754.14
BANCFIRST-NUA Clean Water	MONEY MKT.			0.06%	\$3.91	\$639,879.70	\$639,879.70
BANCFIRST-NMA PSST	MONEY MKT.			0.37%	\$140.26	\$8,899,499.19	\$8,899,499.19
BANCFIRST-NMA Norman Forward	MONEY MKT.			0.37%	\$299.46	\$35,058,216.56	\$35,058,216.56
BANCFIRST-NMA ERP Financing	MONEY MKT.			0.37%	\$31.36	\$1,391,236.53	\$1,391,236.53
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			0.01%	\$102.26	\$12,418,363.46	\$12,418,363.46
BANK OF OKLAHOMA ARPA	MONEY MKT.			0.04%	\$354.90	\$10,980,584.08	\$10,980,584.08
BANK OF OKLAHOMA-Westwood	MONEY MKT.			0.07%	\$250.86	\$0.00	\$0.00
BANK OF OKLAHOMA-CW	MONEY MKT.			0.07%	\$0.71	\$12,423.73	\$12,423.73
BANK OF OKLAHOMA	MONEY MKT.			0.07%	\$1.89	\$32,977.11	\$32,977.11
BANK OF OKLAHOMA	MONEY MKT.			0.07%	\$9.38	\$163,549.32	\$163,549.32
BANK OF OKLAHOMA-SW	MONEY MKT.			0.07%	\$0.00	\$6.77	\$6.77
BANK OF OKLAHOMA-Misty Lake	MONEY MKT.			0.04%	\$19.07	\$599,085.09	\$599,085.09
BANK OF OKLAHOMA-2015	MONEY MKT.			0.07%	\$109.67	\$1,907,529.81	\$1,907,529.81
BANK OF OKLAHOMA-2019A	MONEY MKT.			0.07%	\$347.13	\$6,011,776.31	\$6,011,776.31
BANK OF OKLAHOMA-2019B	MONEY MKT.			0.07%	\$903.79	\$15,737,318.24	\$15,737,318.24
BANK OF OKLAHOMA-2020A	MONEY MKT.			0.04%	\$250.57	\$7,751,405.47	\$7,751,405.47
BANK OF OKLAHOMA-2021	MONEY MKT.			0.04%	\$437.57	\$13,651,023.16	\$13,651,023.16
**Subtotal					\$3,373.01	\$126,222,574.77	\$126,222,574.77
**Sweep/Overnight							
BANK OF OKLAHOMA	ICS ACCT			0.03%	\$822.50	\$32,324,089.19	\$32,324,089.19
BANK OF OKLAHOMA PORTFOLIO	SHORT TERM			0.01%	\$166.92	\$12,183,245.42	\$12,183,245.42
**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							
FFCB	3133EMNU2	01/29/21	04/27/22	0.06%	\$21.90	\$7,500,000.00	\$7,498,350.00
US T-Note	912828XR6	05/31/19	05/31/22	2.04%	\$,077.68	\$3,000,000.00	\$3,013,950.00
FHLB	313381BR5	12/31/19	12/09/22	1.61%	\$10,879.27	\$8,100,000.00	\$8,181,324.00
FFCB	3133EMKU5	01/29/21	12/14/22	0.11%	\$453.10	\$5,005,000.00	\$4,988,333.35
FHLMC	3134GXGQ1	01/29/21	12/15/22	0.06%	\$897.61	\$8,000,000.00	\$7,964,640.00
FNMA	3135G05T6	11/30/21	08/18/23	0.48%	\$2,632.95	\$6,500,000.00	\$6,431,880.00
US T-Note	9128284X5	06/29/21	08/31/23	2.75%	\$1,492.47	\$8,500,000.00	\$8,724,485.00
FHLB	3130A3VC5	12/31/19	12/09/23	1.62%	\$8,824.50	\$6,500,000.00	\$6,631,040.00
US T-Note	91282CBN0	06/30/21	12/28/23	0.13%	\$1,367.70	\$9,000,000.00	\$8,931,960.00
FFCB	3133ENLF5	01/28/22	01/18/24	1.17%	\$375.00	\$7,500,000.00	\$7,459,350.00
FHLB	3130A8HK2	11/30/21	06/14/24	0.70%	\$3,570.16	\$6,240,000.00	\$6,311,697.60
US T-Note	91282CCT6	01/31/22	08/15/24	1.27%	\$78.13	\$7,500,000.00	\$7,328,625.00
FHLB	3130A3GE8	01/28/22	12/13/24	1.41%	\$381.94	\$2,500,000.00	\$2,596,125.00
**Subtotal					\$6,552.41	\$85,845,000.00	\$86,061,759.95
TOTAL					\$43,046.89	\$298,485,552.33	\$266,378,223.09

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

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/22/2022

REQUESTER: Stacey Parker

PRESENTER: Stacey Parker, Executive Assistant

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

City of Norman



Monthly Departmental Report

January 2022

MONTHLY PROGRESS

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CITY CLERK 1

CITY CLERK**MONTHLY PROGRESS REPORT****January 2022**

ACTION CENTER				
DEPARTMENT	CALLS	CALLS YTD	ADDITIONAL CONTACTS	ADDITIONAL CONTACTS YTD
Animal Welfare	3	28	3	16
Bus Service	0	3	0	0
CDBG	11	63	8	17
City Clerk	52	468	2	58
City Manager/Mayor	5	39	1	22
City Wide Garage Sale	0	205	0	6
Code Enforcement	29	269	3	30
Finance	2	106	0	3
Fire/Civil Defense	2	13	1	2
Human Resources	2	19	0	0
I.T.	11	52	1	1
Legal	5	33	0	6
Line Maintenance	12	89	0	7
Municipal Court	1	27	0	0
Noise Complaint	0	0	0	0
Norman Forward Questions	0	0	0	0
Parks & Recreation	11	110	0	13
Permits/Inspections	44	237	1	15
Planning	10	95	2	4
Police/Parking	13	130	13	79
Public Works	5	78	1	10
Recycling	0	0	0	0
Sanitation	29	246	7	23
Sidewalks	0	5	1	3
Storm Debris	0	0	0	0
Storm Water	3	48	1	12
Streets	15	132	5	17
Street Lights	0	40	0	0
Traffic	17	107	2	6
Utilities	36	178	2	15
WC Questions	0	0	0	0
WC Violations	0	0	0	0
January Total: 372	318	2820	54	365

LICENSES

Nine New licenses and Zero Renewals were issued during the month of January. Following is a list of each license type and the number issued for that specific type:

LICENSE TYPE	NUMBER	FYE	LICENSE TYPE	NUMBER	FYE
	ISSUED	YTD		ISSUED	YTD
Bee Keeper	0	0	Retail Beer	0	6
Brewer	0	0	Retail Spirits Store	0	1
Coin-Operated Devices	1	2	Retail Wine	0	6
Distiller	0	0	Salvage Yard	0	0
Food	1	27	Sidewalk Dining	0	0
Game Machines	0	8	Solicitor/Peddler (30 day)	0	7
Impoundment Yard	0	0	Solicitor/Peddler (60 day)	1	13
Kennel	0	0	Solicitor/Peddler (one day)	0	2
Medical Marijuana Dispensary	0	9	Special Event	0	3
Medical Marijuana Grower	4	22	Strong Beer & Wine/Winemaker	0	1
Medical Marijuana Processor	0	4	Taxi/Motorbus/Limousine	0	3
Medical Marijuana Testing Laboratory	0	0			0
Mixed Beverage	0	1	Temp Food (one day)	0	8
Mixed Beverage/Caterer	0	5	Temp Food (30 day)	1	11
Pawnbroker	0	0	Temp Food (180 day)	1	12
Pedicab	0	0	Transient Amusement	0	0
YTD License Total: 151	6	78		3	73

NEW ESTABLISHMENT LICENSES		
NAME	ADDRESS	LICENSE TYPE(S)
Bullfrog Farm, LLC	951 W. Franklin Road	Medical Marijuana Grower
Dutch Brothers Coffee	1230 W. Main Street	Food Service License
Gladiation Cannabis	13628 Crystal Brook Cir	Medical Marijuana Grower
Pistillate	910 120 th Ave SE	Medical Marijuana Grower
Summit Peak Farms	2713 Bart Conner Court	Medical Marijuana Grower
Sweets & Treats	999 Outside of City	Coin Operated Vending Machines

SOLICITOR/PEDDLER LICENSE		
60 DAY	30 DAY	1 DAY
777 Roofing & Construction		

TEMPORARY FOOD PERMITS		
180 DAY	30 DAY	1 DAY
Super Taco Loco	Riko's Tacos	

CLAIMS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
01/14/2022	A.Shaw and M.Shaw	Alleges that three City of Norman Police Officer were reckless and disregarded public safety during a high-speed pursuit.	Undetermined
01/14/2022	Ms. Robin Strader	Alleges property suffered flood damage due to improper drainage under Tecumseh Road that is supposed to accommodate the water flow. The City installed additional drainpipe to accommodate water flow, however Ms. Strader alleges that her property is still being damaged and the drainage issue is not fixed.	175,000.00
01/21/2022	Derrick Blake Whitney	Alleges that he suffered severe injuries to his person when the Norman Police Department was pursuing a suspected stolen vehicle and this vehicle swerved into oncoming traffic and struck the vehicle that the Plaintiff was a passenger in, therefore causing said injuries. Plaintiff alleges that the Norman Police Department have not been adequately trained on how to pursue stolen vehicles safely.	125,000.00
01/31/2022	Larry Hammonds	Alleges that Norman Regional Hospital failed to properly diagnose his wife, Robin Hammonds, thereby causing her death. It is alleged that the physicians and staff of Norman Regional had an identifiable event which resulted in a large loss of blood and this resulted in Mrs. Hammonds passing away on February 15, 2021. It is also alleged by Mr. Hammonds that her death was a result of hemorrhagic shock, gastrointestinal bleed and end stage renal disease.	Maximum amount allowed under Insurance policy or through Governmental Tort Claims Act.

STUDY SESSION

On January 4, 2022, City Council met in Study Session and continued discussion regarding possible amendments to the Norman City Charter.

SPECIAL SESSION

On January 18, 2022, City Council met in Special Session to discuss affordable housing opportunities.

FINANCE COMMITTEE

On January 20, 2022, the Finance Committee met and discussed the Mid-Year Budget Review, provided update on projects submitted to the state for potential American Rescue Plan Act funds. Additionally, they had discussions regarding the Monthly Revenue and Expenditures reports and submission of the Open Positions Report.

BUSINESS AND COMMUNITY AFFAIRS COMMITTEE

On January 06, 2022, the Business and Community Affairs Committee met regarding a presentation on pattern zoning.

COMMUNITY PLANNING & TRANSPORTATION COMMITTEE

On January 27, 2022, the Community Planning & Transportation Committee met to discuss the I-35 Corridor Study. They also discussed the James Garner Bridge Aesthetics over Robinson Street and provided the Public Transit update.

OVERSIGHT COMMITTEE

On January 13, 2022, the Oversight Committee met to discuss a Tree Canopy Master Plan and a Tree Planting Program and provided a staff report on Homeless activity.

CITY MANAGER 2

NORMAN FORWARD 2A



Memorandum

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

From: Randy Hill, ADG

ADG Project Number: 16-003

ADG Project Name: Norman FORWARD

Date: 01.31.2022

Re: January 2022 Monthly Report

REPORT PERIOD: January 3 through January 31, 2022

WORK THIS MONTH

1. Tuesday, January 4, 2022 | 10:00 a.m. | YFAC - ADG/FSB Coordination
 - a. Meeting with FSB to facilitate coordination of contract documents
2. Wednesday, January 5, 2022 | 8:30 a.m. | Norman North Base Final Punch and Walkthrough
 - a. Follow up punch walk for project checking on status of punch items
3. Wednesday, January 5, 2022 | 10:00 a.m. | Municipal Complex Development Center OAC Mtg
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
4. Thursday, January 6, 2022 | 1:00 p.m. | YFAC OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
5. Thursday, January 6, 2022 | 3:30 p.m. | Norman Senior Wellness Center – Pickleball Discussion
 - a. Discussion on pickleball gym expansion
6. Friday, January 7, 2022 | 9:00 a.m. | Reaves Park OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
7. Monday, January 10, 2022 | 10:30 a.m. | Weekly N.F. Staff-ADG Coordination Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
8. Monday, January 10, 2022 | 2:00 p.m. | Reaves Move Out Coordination Mtg
 - a. Coordination of parks maintenance move to North Base
9. Tuesday, January 11, 2022 | 10:00 a.m. | YFAC - ADG/FSB Coordination
 - a. Meeting with FSB to facilitate coordination of contract documents
10. Wednesday, January 12, 2022 | 1:30 p.m. | Development Center - Planning Millwork
 - a. Meeting with TMP to review millwork for key office areas and changes
11. Thursday, January 13, 2022 | 2:00 p.m. | Senior Wellness Center Start Date Discussion
 - a. Discussion of starting construction with Crossland
12. Thursday, January 13, 2022 | 2:30 p.m. | Senior Wellness Center Bi-Weekly Programming Meeting
 - a. Discussion of programming issues on the Senior Wellness Center Project
13. Thursday, January 13, 2022 | 3:30 p.m. | Wellness Center Gym Discussion
 - a. Discussion on Senior gym expansion
14. Tuesday, January 18, 2022 | 10:00 a.m. | YFAC - ADG/FSB Coordination
 - a. Meeting with FSB to facilitate coordination of contract documents
15. Tuesday, January 18, 2022 | 10:30 a.m. | YFAC PCO/Developer Split Questions
 - a. Discussions with developer about splitting cost of infrastructure

Memorandum

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

01.31.2022

Page 2 of 4

ADG Project No. 16-003

16. Tuesday, January 18, 2022 | 1:00 p.m. | Norman North Base - Fleet & Parks - CNG Evacuation Demonstration
 - a. Meeting on site testing CNG evacuation
17. Wednesday, January 19, 2022 | 8:30 a.m. | Municipal Complex Development Center OAC Mtg
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
18. Wednesday, January 19, 2022 | 10:00 a.m. | Griffin Park – Phase 5 Pre-Bid Meeting
 - a. Pre-bid meeting to answer potential questions of bidders
19. Thursday, January 20, 2022 | 9:00 a.m. | Senior Wellness Center – Review Crossland Pickleball estimate for Ad Hoc
 - a. Discussion on estimate to present to Ad-Hoc
20. Thursday, January 20, 2022 | 1:00 p.m. | YFAC OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
21. Friday, January 21, 2022 | 9:00 a.m. | Reaves Park OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
22. Monday, January 24, 2022 | 10:30 a.m. | Weekly N.F. Staff-ADG Coordination Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
23. Tuesday, January 25, 2022 | 11:00 a.m. | Norman Forward Senior Wellness Ad-Hoc Advisory Group
 - a. Review design updates, gym addition, and updated estimate with Ad-Hoc group
24. Tuesday, January 25, 2022 | 2:00 p.m. | Senior Wellness Center – Bid Opening BP #2
 - a. Bid opening for remainder of the project
25. Wednesday, January 26, 2022 | 9:00 a.m. | Norman Forward ODP Retainage
 - a. Teams call with project contractors to discuss ODP for projects
26. Thursday, January 27, 2022 | 9:00 a.m. | Development Center Furniture
 - a. Reviewed pricing changes and furniture selections with Brenda
27. Thursday, January 27, 2022 | 11:00 a.m. | Norman Griffin Park – Robinson and Park Road
 - a. Discussions with Public Utilities, preliminary decisions on consultant selection and funding
28. Thursday, January 27, 2022 | 2:00 p.m. | Griffin Park Phase 5 – Bid Opening
 - a. Bid opening for Phase 5 of Griffin Park
29. Thursday, January 27, 2022 | 2:30 p.m. | Senior Wellness Center Bi-Weekly Programming Meeting
 - a. Discussion of programming issues on the Senior Wellness Center Project
30. Friday, January 28, 2022 | 8:00 a.m. | Norman EOC/ECC – Project Meeting
 - a. Discussed project schedule with ADG FL and design team
31. Friday, January 28, 2022 | 1:00 p.m. | Sr. Wellness Center –VE Discussion
 - a. Discussion of Value Engineering to align budget to bids
32. Monday, January 31, 2022 | 11:30 a.m. | Weekly N.F. Staff-ADG Coordination Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
33. Monday, January 31, 2022 | 3:00 p.m. | Sr. Wellness Center – Internal VE Discussion
 - a. Discussion of Value Engineering to align budget to bids

Construction Observation Site Visits:

- a. Griffin, Phase 5: 2
- b. Municipal Complex, City Hall: 6
- c. Municipal Complex, Development Center: 4
- d. North Base: 15
- e. Young Family Athletic Center: 6

Memorandum

01.31.2022

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

Page 3 of 4

Re: January 2022 Monthly Report

ADG Project No. 16-003

WORK ANTICIPATED THE UPCOMING MONTH (February 2022)

- Griffin Park
 - Phase 4: Close out of project
 - Phase 5: GMP issued, starting construction
- Central Library
 - Contractor working on open warranty items and leaks.
- Reaves Park
 - Construction in progress
- North Base Complex
 - On-site interviews for Davis Bacon compliance
 - Finalizing punch list effort
 - Ribbon cutting on February 11
- Young Family Athletic Center / Indoor Aquatic and Multi-Sport Facility
 - Bid Package 3 opening, following GMP to be issued
 - Recurring weekly OAC meetings
- Senior Wellness Center
 - Value engineering on Bid Package 2
 - Recurring bi-weekly OAC meetings
- Municipal Complex
 - Development Center: Asbestos abatement in progress
 - Municipal Courts: CD's underway, on pause until Development Center nears completion
 - Building 201: Construction underway
 - FF&E inventory, selection, and layout underway
- Emergency Communications and Operations Center
 - Design development commencing
- Continued Development of Standardized Contracts for Use with Architectural, Design, and Construction Consultants

PROJECT STATUS

- Griffin Park
 - a. Schedule: Phase V GMP to City Council on 2.22.22
 - b. Budget: Within budget
 - a. Issues: No known issues
- Reaves Park
 - a. Schedule: Construction ongoing
 - b. Budget: Within budget
 - c. Issues: No known issues
- Indoor Aquatic and Multi-Sport Facility
 - a. Schedule: Bid package 3 bid opening and GMP
 - b. Budget: Budget alignment in progress
 - c. Issues: Site utilities
- Senior Wellness Center
 - a. Schedule: Value engineering bid package 2
 - b. Budget: Budget alignment in progress
 - c. Issues: Project cost exceeds budget

Memorandum

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

01.31.2022

Page 4 of 4

ADG Project No. 16-003

- Ruby Grant
 - a. Schedule: Final acceptance by City Council on 1.18.22
 - b. Budget: In budget
 - c. In operation
- Westwood Indoor Tennis Facility
 - a. Schedule: Opening Celebration on May 24, 2019
 - b. Budget: Within budget
 - c. In operation; Court paint warranty extended another 12 months from 9.22.2022
- East Library
 - a. Schedule: Opening Celebration on July 20, 2018
 - b. Budget: Within budget
 - c. In operation
- Central Library
 - a. Schedule: Warranty work in progress
 - b. Budget: Within budget
 - c. In operation
- Westwood Family Aquatic Center
 - a. Schedule: Opening Celebration on May 26, 2018
 - b. Budget: Final Pay App approved on July 24, 2018
 - c. In operation
- Norman Forward Program Management
 - a. Schedule: Proceeding per Implementation Plan
 - b. Budget: Proceeding per Implementation Plan
 - c. Implementation Plan: Revised/Updated January 30, 2019
 - d. Issues: None

SUBMITTED BY: ADG – Randy W. Hill

FINANCE 3

CITY OF NORMAN

Department of Finance Monthly Report – January 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 January are discussed below:

Treasury Division:

In the month of January, the Treasury Division processed 39,655 payments in person and over the phone, a decrease of -1.3% from last month. Paymentus (the City's 3rd party processor of online and automated telephone payments) processed 11,020 payments in January, an increase of 4.22% from last month.

Utility Services Division:

The Meter Reading Division read 41,920 meters. Out of 77 meter reading routes, 55 (71%) were read within the targeted 30-day reading cycle. 65 routes (84%) were read by the 32nd day, and all routes were read by the 36th day. Twenty-seven routes were estimated in January.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are above target for the month of January by 6.5%. Revenues from the City's largest single source of revenue, sales tax, are above target by 20.5% for the year to date and 23.8% 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	\$26,925,330	\$32,457,254	\$26,208,437	\$24,379,420
General Fund Revenue	\$51,821,440	\$55,202,900	\$57,048,719	\$45,343,615
General Fund Expenses	\$53,515,417	\$47,675,660	\$52,684,316	\$51,454,139

Administration Division

	FYE 22		FYE 21	
	January	YTD	January	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	2,400.00	320.00	2,400.00
Total Comp Time Available	8.50	62.25	2.00	16.75
Total Overtime Hours	0.00	0.50	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	328.50	2,462.75	322.00	2,416.75
Benefit Hours Taken	124.25	442.00	102.25	552.25
TOTAL ACCOUNTABLE STAFF HOURS	204.25	2,020.75	219.75	1,864.50
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	
	January	YTD	January	YTD
Total Regular Hours Available	1,128.00	7,592.00	960.00	7,200.00
Total Comp Time Available	0.50	27.00	0.50	14.00
Total Overtime Hours	12.25	124.75	44.50	131.50
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	 1,140.75	 7,743.75	 1,005.00	 7,345.50
Benefit Hours Taken	362.75	1,319.25	306.50	1,102.25
 TOTAL ACCOUNTABLE STAFF HOURS	 778.00	 6,424.50	 698.50	 6,243.25
 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 January	FYE 22 December	
Total Revenue Received (\$)	\$4,425,852	\$5,272,047	(\$846,195)
Utility Payments - Office (#)	39,655	40,173	(518)
Utility Payments - Office (\$)	\$3,926,847	\$4,124,553	(\$197,706)
Lockbox (#)	12,588	11,767	821
Lockbox (\$)	\$1,148,716	\$1,134,657	\$14,059
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 (#)	\$11,020	\$10,574	\$446
Paymentus (\$)	\$1,344,844	\$1,310,813	\$34,031
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 (#)	13,463	14,146	(683)
Bank Draft Payments (\$)	\$1,212,329	\$1,326,070	(113,741)
Utility Deposits (#)	0	0	0
Utility Deposits (\$)	\$0	\$0	\$0
Fix Payments (#)	0	0	0
Fix Payments (\$)	\$0	\$0	\$0
Processed Return Checks (#)	98	111	(13)
Processed Return Checks (\$)	(\$8,847)	(\$21,693)	\$12,846
Other Revenue Transactions (#)	0	0	0
Other Revenue Received (\$)	\$0	\$0	\$0
Accounts Receivable Payments (\$)	\$60,159	\$797,010	(\$736,851)
Accounts Receivable - Credit Card #	0	0	0
Accounts Receivable - Credit Card \$	\$0	\$0	\$0
Municipal Court - Fines/Bonds (\$)	\$90,823	\$100,177	(\$9,354)
Municipal Court - Credit Card (#)	268	277	(9)
Municipal Court - Credit Card (\$)	\$50,406	\$50,130	\$276
Municipal Court - C2G (#)	0	0	0
Municipal Court - C2G (\$)	\$0	\$0	\$0
Building Permits Cash Report (\$)	\$403,845	\$375,978	\$27,867
Building Permits Credit Card (#)	295	325	(30)
Building Permits Credit Card (\$)	\$226,405	\$202,481	\$23,924
Building Permits C2G (#)	0	0	0
Building Permits C2G (\$)	\$0	\$0	\$0
Occupational License - Bldg Insp. (\$)	\$1,239	\$1,974	(\$735)
Occupational License - Bldg Insp. CC (#)	15	17	(2)
Occupational License - Bldg Insp. CC (\$)	\$1,139	\$1,824	(\$685)
Business License - City Clerk (\$)	\$2,798	\$1,050	\$1,748
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 (\$)	\$235,444	\$626,758	(\$391,314)

Budget Services Division

	FYE 22		FYE 21	
	January	YTD	January	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	2,399.50	320.00	2,400.00
Total Comp Time Available	0.00	6.00	0.00	4.00
Total Overtime Hours	0.00	0.50	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	320.00	2,406.00	320.00	2,405.00
Benefit Hours Taken	128.25	440.25	66.75	346.25
TOTAL ACCOUNTABLE STAFF HOURS	191.75	1,965.75	253.25	2,058.75
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	
	January	YTD	January	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	800.00	5,568.25	800.00	6,000.00
Total Comp Time Available	8.50	83.00	6.00	140.25
Total Overtime Hours	43.00	285.00	36.25	158.75
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	 851.50	 5,936.25	 842.25	 6,299.00
Benefit Hours Taken	170.50	926.25	244.25	1,067.50
 TOTAL ACCOUNTABLE STAFF HOURS	 681.00	 5,010.00	 598.00	 5,231.50
 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	
	January	YTD	January	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	2,320.00	17,808.00	2,560.00	19,877.00
Total Comp Time Available	18.00	191.25	16.25	164.50
Total Overtime Hours	150.00	720.25	212.00	1,673.50
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	 2,488.00	 18,719.50	 2,788.25	 21,715.00
Benefit Hours Taken	694.50	3,172.75	814.25	3,994.50
 TOTAL ACCOUNTABLE STAFF HOURS	 1,793.50	 15,546.75	 1,974.00	 17,720.50
 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

Office Services

	FYE 22		FYE 21	
	January	YTD	January	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	2,397.75	160.00	2,240.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	29.50	226.75	18.00	217.00
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	349.50	2,624.50	178.00	2,457.00
Benefit Hours Taken	72.00	421.75	72.00	286.25
TOTAL ACCOUNTABLE STAFF HOURS	277.50	2,202.75	106.00	2,170.75
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

Drive-up Window and Mail Payments

	FYE 22 December	FYE 22 January
Mail Payments - Lockbox	14,275	14,671
Mail Payments - Office	91	80
Mail Payments - Subtotal	14,366	14,751
Night Deposit	195	162
Click-to-Gov Payments	0	0
Paymentus Payments	11,767	12,588
IVR Payments	0	0
Without assistance payments - Subtotal	11,962	12,750
Drive-up window & inside counter	2,334	2,394
Credit Card machine payments (swipe)	0	0
Credit Card machine payments (phone)	0	0
With assistance payments - Subtotal	2,334	2,394
Total Payments Processed - Subtotal	28,662	29,895
Bank Draft (ACH) Payments	10,445	9,812
Total Payments (Utility)	39,107	39,707
Total Convenience Fees - all Payments	0	0
Grand Total Payments	39,107	39,707

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	
	January	YTD	January	YTD
Number of Meters Read	39,085	270,354	39,482	224,135
New Service	598	5,225	497	5,059
Request for Termination	612	5,185	481	4,947
Delinquent On(s)	158	1,548	242	1,520
Delinquent Offs	186	1,619	257	1,747
Collect Deposit Tags Hung	0	0	0	60
Collect Deposit Cut Offs	0	0	0	12
Blue Tags	0	0	0	77
Number of Meters Re-read	1,253	8,153	249	4,022
Meters Cleaned	0	87	0	291
Customer Assists	0	0	0	277
Meters Pulled	0	6	0	0
Meters Re-set	0	0	0	0
Meter Exchanges	28	282	79	421
TOTAL	41,920	292,459	41,287	242,568

Utility Division Activity Report

	FYE 22		FYE 21	
	January	YTD	January	YTD
STATUS REPORT				
Regular Utility Accounts Billed	45,098	307,059	43,840	306,294
New Ons	601	5,283	587	6,546
Final Accounts Billed	576	4,339	539	4,790
TOTAL ACCOUNTS BILLED	46,275	316,681	44,966	317,630

FIRE DEPARTMENT

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NFD Monthly Progress Report

January 2022

Incident Response Type Summary

Incident Type	Total	% of Total
1 - Fire	38	2.40%
2 - Overpressure Rupture, explosion, Overheat - No Fire	0	0.00%
3 - Rescue & emergency	967	60.97%
4 - Hazardous Conditions (No Fire)	32	2.02%
5 - Service Call	126	7.94%
6 - Good Intent Call	320	20.18%
7 - False Alarm & False Call	79	4.98%
8 - Severe Weather & Natural Disaster	0	0.00%
9 - Special Incident Type	0	0.00%
Incomplete Reports	24	1.51%
Total Incident Count (Unique Calls)	1586	100.00%
Number of Total Unit Responses	2257	

Total Fire Loss \$296,075.00

	Number of First-In Calls	Average Time/Seconds	Average Time/Minutes
Station #1	293	291	0:04:51
Station #2	217	314	0:05:14
Station #3	277	327	0:05:27
Station #4	177	320	0:05:20
Station #5	67	559	0:09:19
Station #6	64	625	0:10:25
Station #7	154	371	0:06:11
Station #8	114	347	0:05:47
Station #9	215	377	0:06:17

Community Outreach

Tours and Special Events	1	Reistricted Tours, etc due to uptick in COVID numbers/Chili Supper
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Burn Permits

Burn Permits Issued	12	Total of 1 burn day
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Training

Total Personnel Training Hours	2574	Mgmt/Supvsr, Hazmat, Wildland, Special Healthcare, etc.
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NFD Monthly Progress Report

January 2022

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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
Chief 301	14	7		2	2			3		
Chief 302	25	4	6	5	2		1	6	1	
Chief 303	16	2	2	3			3	5		1
Chief 304	3	2						1		
Chief 401	15	3		2	2	3	2	2		1
Chief 402	17	1	5	3	2	2	1	3		
Chief 403	14	1		4		1	5	1		2
Chief 404	5			1	1		2	1		
Engine 1	310	291	1	6	2		2	6		2
Brush 1	5	4								1
Ladder 1	17	4	2	4	2			4		1
Engine 2	243	6	211	9	8			8	1	
Brush 2	8	1	6		1					
Ladder 2	21	3	7	4	2			4		1
Engine 3	288	3	2	272	1		3	3		4
Brush 3	6		1	2		1	1			1
Engine 4	183		6		173			4		
Brush 4	8		4		4					
Engine 5	32					26	5			1
Brush 5	72					67	4			1
Engine 6	28	1			1	3	23			
Brush 6	66				1	4	61			
Rescue 7	1						1			
Squad 7	183	11	4	8	2		1	150	4	3
Brush 7	2	1						1		
Engine 8	128		2		7			6	113	
Brush 8	4		1		3					
Tanker 8	9		1		3	2	3			
Engine 9	244	10	1	7		2	9	2		213
Brush 9	11	2		1		1	4			3
Tanker 9	13					3	9			1
EMS1	3									3
Fire Marshal 5	4	2	1				1			
	1998	359	263	333	219	115	141	210	119	2

**NORMAN FIRE DEPARTMENT
MONTHLY PROGRESS REPORT
January 2022**

FIRE PREVENTION DIVISION ACTIVITIES

Inspections/Plan Review			
Activites	Notes	Number	Staff Hours
Inspections		36	28
Re-Inspections		16	10
Total Inspections		52	38

Smoke Detector Program			
Activites	Notes	Units	Staff Hours
Smoke Detector Batteries		6	3.5
Smoke Detectors Installed			

Training/Public Education Education			
Activites	Notes	Events	Staff Hours
Training (hours)		18	30
Fire Education Classes			

Code Issues/Investigation			
Activites	Notes	Number	Staff Hours
Request for Service (Plan review unscheduled, site inspection burn sites, special events, citizen complaints)			
Code Violation Complaints			
Investigations			
Investigative Activities		6	11
Miscellaneous/Special			

**NORMAN FIRE DEPARTMENT
MONTHLY PROGRESS REPORT
January 2022**


Fire Review Coordinator Activities

Activites	Notes	Number	Staff Hours
Building Permits/Development Review Team		27	44
Inspections		20	24
Citizen Calls for Information		3	2
Training		1	4
Meetings		8	9
Fire Investigation	Reports and Research	2	8
Totals		61	91

EMERGENCY MANAGEMENT DIVISION ACTIVITIES

Emergency Management Division	Comments: January 2022 Activities
Regular Monthly Scheduled Activities	Unless otherwise noted all meetings are held at the Norman Fire Training Center 2207 Goddard Ave, Norman, OK
Each morning at 7:00 am, a silent test of the outdoor warning system is conducted	The test provides an operational snapshot of the status of the system. This information provides information if a unit needs maintenance and if it is operating properly
Each Monday morning at 10:00 am, the National Weather Service conducts a video call regarding the upcoming weekly weather.	This call has the option for video participation and telephone call in. It is primarily for the Emergency Management of jurisdictions, school, State offices involved in EM, Tribes and other entities tasked with severe weather operations. It is not intended for the general public nor is this just a weather forecast. This time allows for interaction with the NWS about concerns that directly affect the local jurisdiction so they may better prepare for incoming weather.
Each Tuesday evening at 6:30 pm, ELMER night with the Amateur radio club (SCARS, www.w5nor.org) at the Fire Training Center (South Canadian Amateur Radio Society)	The club mentors other HAMS, works on projects and equipment, provides general support to the City and Public on Amateur operations
Each Wednesday Morning 9:15 am	Radio test with State Emergency Management. This tests the local and statewide capability for voice communication to the State office and to other jurisdictions.
Each first Thursday evening of the month is amateur radio testing night at 6:00 pm	Open to the public, the club provides the opportunity for the community to test for their Amateur license or upgrade a license. Note: the FCC has been directed to start charging for testing. Effective date is TBD

Each Saturday 12:00 Outdoor Warning audible test. This test is supported by the Amateur radio club to assist in identifying and verifying units needing maintenance. Residents can assist by “Adopting a Pole” and reporting the siren status they adopt at the website www.w5nor.org	Audible test of the outdoor warning system is conducted for 60 seconds. Three units are sounded for 20 seconds due to being a public park venue.
Second Thursday of each month is the Norman Emergency Response Team Volunteers and the Medical Reserve CORPS members to meet, network and discuss preparedness support and collaboration with the Cleveland County Health Department on use of the Medical Reserve Corps	The Volunteer meeting at 6:30 pm. At 6 pm we meet for social time before the meeting. Usually we have snacks and drinks. This networking allows for camaraderie and building relationships during different organizations. City staff is always welcome.
Each Third Thursday of the month is reserved for Division Staff duties and collaboration with the Disaster Assistance Teams (DAT) of the American Red Cross	Meetings are conducted at the Fire Training Center and usually held on an as needed basis.
Local Emergency Preparedness Committee	Meets quarterly (normally at the Norman Regional hospital on Porter) under the management of the Cleveland County Emergency Management office. The public is welcome to address any concerns regarding emergency planning or SARA Title III information
Other Emergency Management Activities	
Local Response	
Red Cross Coordination for burn outs. In January 2022, there were 3 fires coordinated with the Red Cross	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.
The amateur Radio Winter Field Day was held on January 29-30, 2022, at the Norman Fire Training Center. With the exception of a few states, the W5NOR, SCARS club contacted nearly all of North America (including Canada), This kind of capability is extremely impressive	<u>Winter Field Day Summary</u> https://smile.amazon.com/ch/35-2379995 Click on the Field Day for the results of the weekend. SCARS participates in the Amazon program that supports non-profits to earn

	cash when referenced for your purchases. Please show SCARS some smiles by using the link above for your purchases.
Youth Camp	
Planning of the 2022 Youth Preparedness Camp to be held at Northeastern University in Tahlequah, OK is underway. Dates are July 17-22, 2022. In January 2022, active recruitment will begin for students and volunteer adults. The initial walk through and planning meeting was conducted on November 4, 2022. Planning continues and interest builds among students and staff. On January 28, 2022, a draft training schedule was created with Homeland Security.	In 2019, the first youth preparedness camp was held at NSU in Tahlequah. 35 students from around the state participated and supported by 25 adults. This program trained 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 was very robust and kept the students and staff highly engaged in training and learning hands on skills critical in disaster operations. The FEMA Region 6 representative indicated the camp was the best he had seen so far. The camp was nationally recognized by Bill Bischof, FEMA Region 6, National Preparedness Division
 <p>Camp Poster Rough Draft Edit (DW).doc</p>	https://community.fema.gov/story/Summer-Camps-Turn-Teens-into-Preparedness-Leaders?lang=es%2F
On January 31, 2022, a Norman Response Volunteer that lives in Shawnee observed a large grass fire at Fire Lake Casino. He reported it to the Norman EM who in turn provided the contact information for the Shawnee EM. Working in coordination, the volunteer, Christopher Snider, contacted Lowes in Shawnee and generated a water donation of 15 cases to the Shawnee EM.	Outstanding effort and initiative from one of Norman's Response Volunteers providing assistance to a neighbor.
Norman EM coordinates the activities of the Cleveland County Medical Reserve CORPS Unit 0333 in collaboration with the Cleveland County Health Department. During the COVID response by the health department the MRC was vital in operating numerous points of	The Emergency Management Coordinator met with the State Coordinator and the Cleveland County Local Response Coordinator (LRC) to discuss the reorganization of the health departments and the management of the MRC Unit.

distribution for the vaccine injections. More than 3000 volunteer hours were provided during the height of the response. Numerous site for testing and vaccinations continue through January 2022.	Cleveland County is now assigned to take care of solely Cleveland County. Previously they supported 5 counties. The reassignment identifies the health department as Region 10, Cleveland County. This will assist in the collaboration of the MRC unit and will continue to enhance the Norman Emergency Volunteer response.
Disaster Reimbursement Status	
FEMA has instituted a new process for reimbursement claims. As with any new process there are many issues to be worked through	It is vital for Volunteers to ensure their time has been recorded. Volunteer hours are dollars for a jurisdiction. The hours go to meeting cost share and having a value added impact for the local jurisdictions.
Disaster DR-4222 2015	Federal portion paid, State portion of \$91,808.32 is pending
Disaster Dr-4575 October 2021	The request for reimbursement was again delayed as the OEM had provided an incorrect document for signatures. They forwarded the correct document and it was re-sign and returned on 1-31-2022.
Disaster 4587 February 2021	The raw data given to the EM Division was uploaded to the FEMA portal. The data was poor quality. It will require time to convert it into what FEMA expects to see. A budget request for an additional position was submitted for the FY 23 budget
Mitigation Grant Status	
Norman Safe Room grant program	The grant was determined to have been closed in the height of the pandemic. The listing of those to receive additional payments will be reviewed and submitted for payment
Severe Weather Issues	
National Weather Service Storm Spotter Training	<u>NWS Norman Spotter Schedule (weather.gov)</u>

HUMAN RESOURCES 5

HUMAN RESOURCES
Monthly Report
January 2022

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ADMINISTRATION

A. Administrative Support

- Processed Monthly Department Report
- Processed invoices and reconciled expense accounts
- Prepared Budget Adjustment Requests for 2023 Budget
- Met with Chief Diversity & Equity Officer regarding personnel manual
- Distributed Employee Recognition packets for department recognition
- Attended/Summarized one (1) negotiation session
 - 1 – AFSCME

BENEFITS

- Conducted five (5) new hire, one (1) re-hire and one (1) PPT 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 approximately 125 phone calls to discuss benefits, claims, FSA, and wellness screenings
- Worked with Healthy Merits and EHealth Biometrics to maintain status of Physician Link for City's Wellness Screenings
- Worked with Healthy Merits on final flyer language corrections to open registration window in January for City's 2022 Wellness Screenings
- 2022 Wellness Program Kick Off - email and mail out to participating members
- Participated in HUB International Zoom Meeting – OTC COVID-19 Test Mandate Requirements
- Conference with Finance and Legal regarding evolving status of OTC COVID-19 Test Reimbursement Mandate
- Continued work on ACA reporting

COMPENSATION

New Hires – 9

Dept./Div.	Position	Number of Employees
Public Works/Engineering	City Surveyor	1
Public Works/Engineering	Capital Projects Engineer	1
Utilities/Water Treatment	Plant Operator D	1
Police/Emerg. Comm.	Communications Officer II	1
Police/Animal Welfare	Veterinary Technician	1
Parks/Facility Maint.	Custodian (PPT)	1
Parks/Recreation	Tennis Shot Attendant (PT)	1
Parks/Recreation	Recreation Center Spec. (PT)	2

Separations – 13

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Dept./Div.	Position	Number of Employees
Human Resources	Director of Human Resources	1
Planning/CDBG	Continuum of Care Program Tech	1
Planning/Code Enforcement	Code Compliance Inspector	1
Public Works/Stormwater	Maintenance Worker II	1
Utilities/Line Maint.	Line Maintenance Division Mgr.	1
Utilities/Sewer Line Maint.	Utility Collection Worker I	1
Utilities/Sanitation	Sanitation Worker II	1
Utilities/Water Recl.	Custodian (PPT)	1
Police/Emerg. Comm.	Communications Supervisor	1
Parks/Admin.	Park Planner I	1
Parks/Facility Maint.	Facility Maintenance Supt.	1
Fire/Prevention	Fire Inspector	1
Finance/Utilities	Meter Reader	1

Promotions – 9

Dept./Div.	Position	Number of Employees
Finance/Utilities	Meter Services Rep.	1
Public Works/Fleet	Administrative Technician III	1
Utilities/Water Treatment	Maintenance Worker I	1
Utilities/Water Treatment	Utilities Supervisor	1
Utilities/Water Line Maint.	Water Maintenance Specialist	1
Fire/Training	Fire Training Officer	1
Fire/Suppression	Fire Battalion Chief	1
Fire/Suppression	Fire Captain	1
Fire/Suppression	Fire Driver Engineer	1

SURVEYS

No surveys conducted this month.

RECRUITMENT

Accepted applications for the following positions:

Department/Division	Position
Fire/Suppression	Firefighter Recruit
Finance/Meter Services	Meter Reader
Information Technology	Systems Support Technician
Parks & Recreation/Admin	Urban Forester
Parks & Recreation/Facility Maintenance	Custodian (PPT)
Parks & Recreation/Facility Maintenance	Facility Maintenance Supervisor
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 Golf Course	Golf Course Attendant (PT)
Parks & Recreation/Westwood Tennis Center	Tennis Shop Attendant (PT)
Planning & Community Dev./CDBG	Emergency Shelter Case Manager (PT)
Police/Animal Welfare	Animal Welfare Shelter Supervisor
Police/Animal Welfare	Shelter Veterinarian
Police/Emergency Communications Bureau	Communications Officer I

Police/Emergency Communications Bureau	Communications Officer II	Item 3.
Public Works/Fleet	Mechanic I	
Public Works/Fleet	Public Works Supervisor-Transit	
Public Works/Stormwater	Maintenance Worker I	
Public Works/Stormwater	Maintenance Worker II	
Public Works/Stormwater	Stormwater Compliance Inspector	
Public Works/Streets	Maintenance Worker I	
Public Works/Transit	Transit Support Technician (PPT)	
Utilities/Sanitation	Sanitation Worker I	
Utilities/Sewer Line Maintenance	Utility Collection Worker I	
Utilities/Water Line Maintenance	Crew Chief	
Utilities/Water Line Maintenance	Utility Distribution Worker I	
Utilities/ Water Line Maintenance	Water Maintenance Specialist	
Utilities/Water Treatment Plant	Maintenance Worker I	
Utilities/Water Treatment Plant	Plant Operations & Maintenance Technician	
Utilities/Water Treatment Plant	Plant Operator D	
Utilities/Water Treatment Plant	Temporary Laborer (PT)	

Recruitment & Hiring Statistics

Contacts/Inquiries		Selection Process Elements	
In Person	295	Written Exams	1
Phone	410	Practical Testing/Assessment Center	1
Mail	220	Panel Board Interviews	15
Email	190	Promotions	7
Total Subscribers on E-mail Vacancy List	1575	Oral Interviews	10
Total Page Views for HR Website	6,825	Hiring/Promotion Board	0

Hiring Statistics		Recruitment Statistics	
Pre-Employment Background Investigations	32	Advertisements Placed	27
Pre-Employment Drug Screens	16	Applications Received	594
Pre-Employment Physicals	15	Job Announcements Emailed	68
Pre-Employment OSBI	16	Job Announcements to CON Depts.	405

TRAINING AND DEVELOPMENT

Conducted training for ten (10) new employees on the topics of Customer Service, Workplace Harassment, Workplace Violence, CON Code of Ethics and Conduct, Computer Networks and Communications, IT Acceptable Use and Social Media policies.

Provided Advanced Supervisory Academy Session 4 on the topic of Customer Service Recovery for 30 employees in management, supervisory, lead and crew chief roles from various departments.

The Computer Training Lab was the site for ERP project management for IT and EAM training for various departments.

SAFETY

- Safety material documents were sent to divisions each week
- Conducted three (3) Fitness for Duty Meetings (Police-2/Parks-1)

Recordable Injuries – 2

Dept./Division	Nature of the Injury	Activity	Prognosis
Fire/ Firefighter	Strained right ankle	Rolled ankle in the bay at Fire Station	Work restrictions
Utilities/ Sanitation	Debris in right eye	Debris flew into right eye while grinding a metal pipe	Released to work

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

2022	2021	2020	2019	2018	2017
2	64	57	65	71	59

Vehicle Collisions: 0

Division	Description of Collision	Status

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

2022	2021	2020	2019	2018	2017
1	10	3	8	5	17

INFORMATION TECHNOLOGY 6

CITY OF NORMANInformation Technology Department
Monthly Report – January 2021.

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.
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 Utilites Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC incase of lost service from the main connection.	Awaiting Approval 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 Centracs	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 January 2022.

Mass Communications:

The following statistics represent email space and resource savings. In the attached table, you will see that 16 emails from the groups shown were sent from city servers using city resources – of those 22,020 were delivered to outside mailboxes for the month of January 2022. The city servers generated mass communications to Norman citizens of 22,020 messages from only 16 sent (see **IT Table 2**).

Email Security Appliance:

The City of Norman's IT Department has an email filter that has enhanced reporting and filtering capabilities that protect the City's systems from malicious attacks from the outside. Email is one of the preferred methods of the delivery of malicious software and viruses. The IT department monitored 397,588 attempted incoming and 105,032 outgoing messages for the month of January 2022. Incoming messages totaling 221,910 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 56% 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 known malicious countries and we continue to monitor and analyze the situation on a daily basis. Inbound email messages of this nature means increased vulnerabilities and attack vectors into the city. Without the email filter appliance, our email server would have received more mail, which increases the opportunity for entrance of a virus into the network. It also creates waste and decreases valuable storage space. Additionally, the email filter appliance kept city employees from bombardment of a significant amount of spam, phishing, and other types of potentially harmful emails.

Web Site:

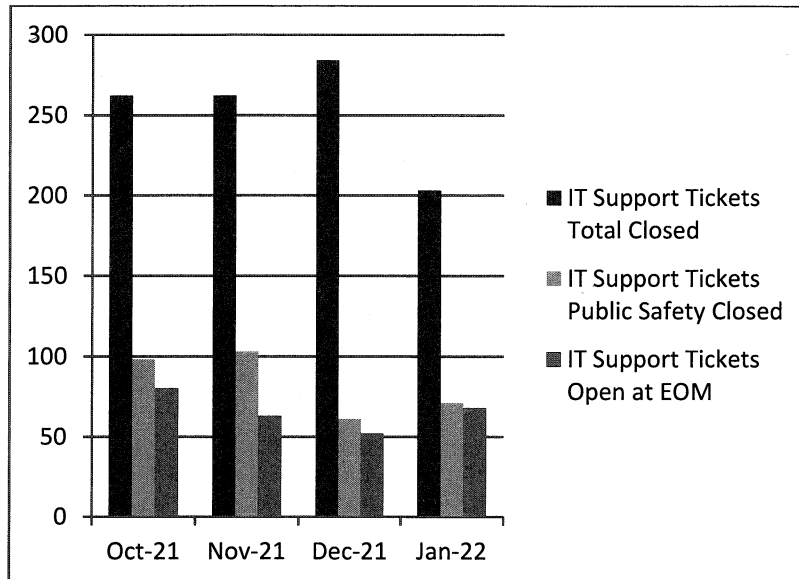
The City of Norman's web site is hosted, updated, and maintained by the IT Department. In the month of January 2022, the City of Norman's web site had 92,437 individual web sessions access the web site for 196,814 total page views. Of those sessions, 51,642 were identified as New Users to view content on the City web site (see **IT Table 4**). In July of 2019, the IT Department kicked off a project with Interpersonal Frequency to overhaul the City website. Since its completion in June 2020, the site has reduced and more relevant information as well as the ability to function seamlessly from mobile devices and tablets.

ERP Project Implementation Progress:

The chart below shows the current progress of the ERP Implementation Project. The project began in January of 2018 and is expected to run through FYE22. The City Council has approved approximately \$6 Million to replace the outdated software systems that run our daily business operations. Once complete the city will have enhanced automated services and web services for our citizen base as well as the

employees who use and track their daily work with these business systems. The IT Department has completed implementation of Parks and Rec software (Vermont Systems), Municipal Court software (Incode), Finance software (Munis), Utility Billing software (CIS Infinity), and Payroll (Munis). Human Resource Management (HRM), and EAM for Work Orders is our focus for the Months of Feb through July/August 2021. Daily work continues on these systems as well as additional training and configuration on the Utility Billing software. Server installation and configuration for Planning and Community Services (CityView) application began in May of 2021. The COVID-19 pandemic had an adverse effect on the completion of CIS Infinity and the starting of CityView because of vendor resource availability and travel restrictions in Canada (both companies are Harris owned and based in Canada). The final phase of our software upgrades, City View, is expected to be completed by the end of FYE22 or the start of FYE23.

		2018												2019												2020												2021											
Community / Phase	Legacy	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
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**

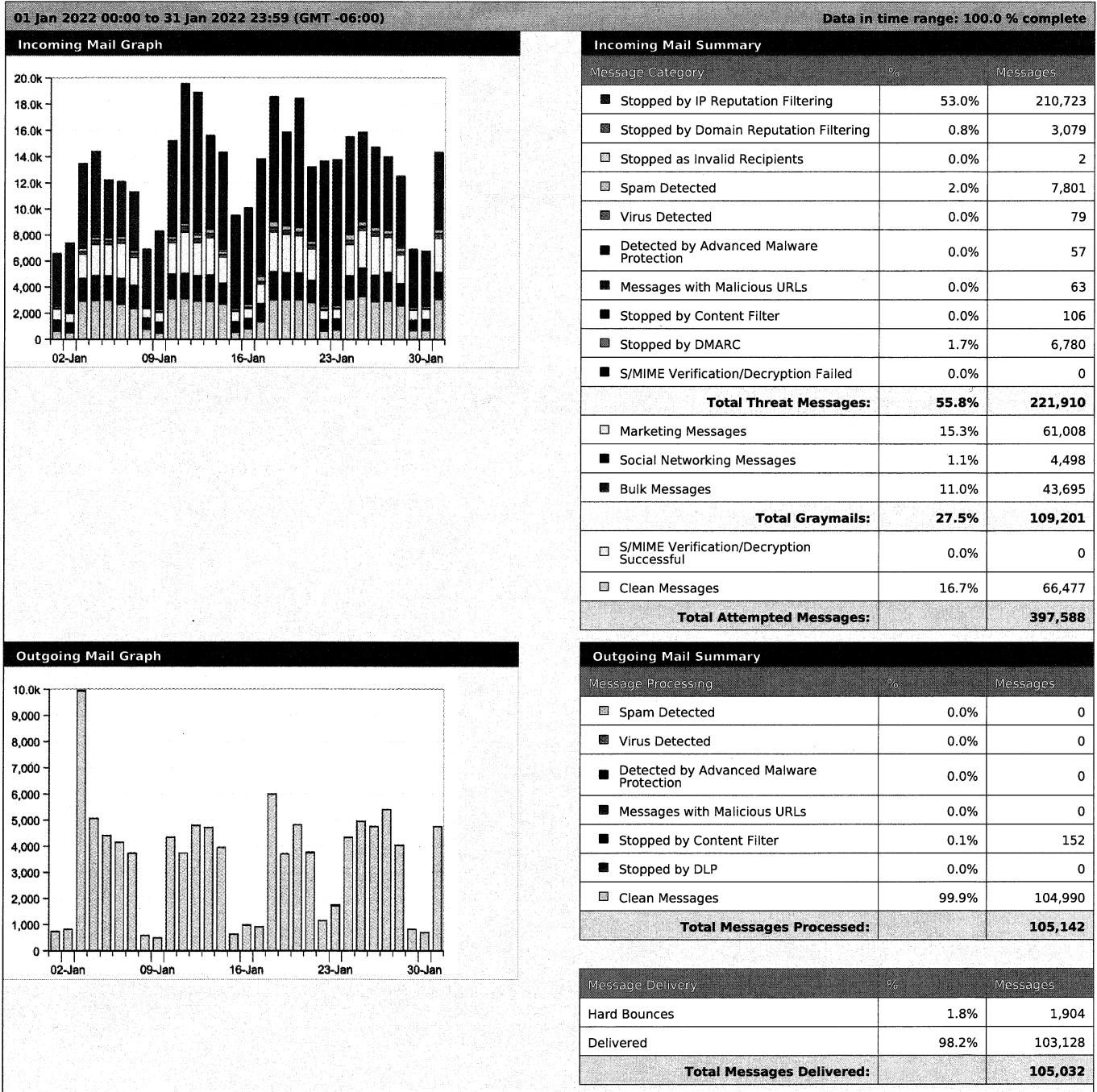
Jan 2022 LIST SERVER REPORT			
Group	Active Members	Mailings	Total Delivered
Affirmative Action Group	17	4	68
Job Posting	1576	4	6304
Norman News	1956	8	15648
Totals	3549	16	22020



SECURE EMAIL GATEWAY

Executive Summary

ironport.example.com



ironport.example.com - 01 Feb 2022 01:00 (GMT -06:00)

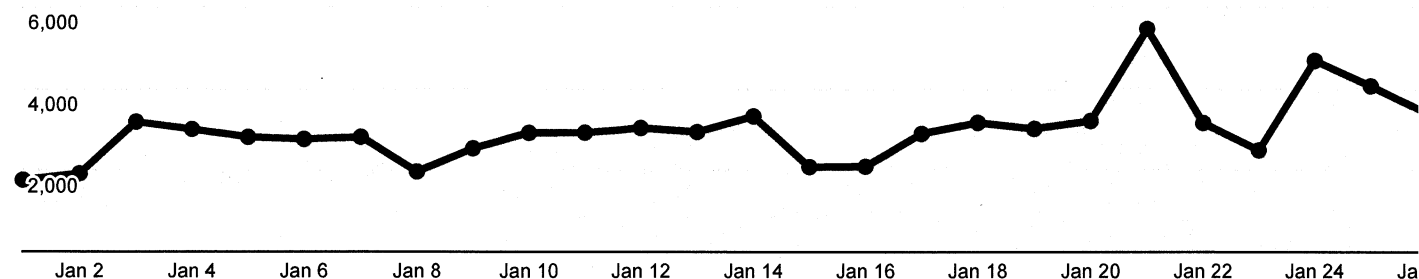


Site Traffic

All Users
100.00% Sessions

Report Tab

● Sessions



Day of the month	Sessions ↓	Pages / Session	Pageviews	Users	New Users	Bounce Rate
	92,437 % of Total: 100.00% (92,437)	2.13 Avg for View: 2.13 (0.00%)	196,814 % of Total: 100.00% (196,814)	60,155 % of Total: 100.00% (60,155)	51,642 % of Total: 100.05% (51,615)	Avg
1. 21	5,457 (5.90%)	1.76	9,619 (4.89%)	4,892 (6.06%)	3,730 (7.22%)	
2. 24	4,678 (5.06%)	1.97	9,226 (4.69%)	4,137 (5.12%)	2,777 (5.38%)	
3. 25	4,063 (4.40%)	2.13	8,662 (4.40%)	3,522 (4.36%)	2,335 (4.52%)	
4. 31	3,550 (3.84%)	2.24	7,949 (4.04%)	3,083 (3.82%)	1,930 (3.74%)	
5. 26	3,388 (3.67%)	2.17	7,344 (3.73%)	2,980 (3.69%)	1,869 (3.62%)	
6. 27	3,353 (3.63%)	2.27	7,609 (3.87%)	2,897 (3.59%)	1,814 (3.51%)	
7. 14	3,326 (3.60%)	2.20	7,322 (3.72%)	2,859 (3.54%)	1,772 (3.43%)	
8. 20	3,206 (3.47%)	2.23	7,161 (3.64%)	2,825 (3.50%)	1,776 (3.44%)	
9. 03	3,182 (3.44%)	2.41	7,666 (3.90%)	2,724 (3.37%)	1,626 (3.15%)	
10. 18	3,169 (3.43%)	2.21	6,996 (3.55%)	2,699 (3.34%)	1,669 (3.23%)	

LEGAL 7

MONTHLY REPORT - LEGAL DEPARTMENT
January 2022 Report
(Submitted February 11, 2022)

MONTHLY HIGHLIGHTS:

Harmon, Toby, Shane Dodson, Tammi Dodson v. City of Norman, Jeff Robertson, Case No. CIV-18-688-HE (K)

This case challenges the City's disturbing the peace ordinance under the First Amendment to the United States Constitution. On November 22, 2021, the court granted summary judgment in favor of the Defendant on all but one of the Plaintiffs' claims. On January 7, 2022, the court granted judgment in favor of the Defendant on the remaining claim. On February 3, 2022, the Plaintiffs appealed the district court's order to the Tenth Circuit.

Vahe Patatanyan v. City of Norman, CP-2021-28

In this case, Petitioner sought the return of 13 pounds of marijuana that was seized as evidence after an attempted burglary. On January 6, 2022, the district court denied the Petitioner's request.

LIST OF PENDING CASES:

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

Harmon et al. v. City of Norman et al., Case No. 22-6019 (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-2020-451 (K)

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

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

This case was filed on November 28, 2021. It was served on the Defendants on January 14, 2022. It arises out of a collision that occurred during a high speed chase on January 22, 2018.

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

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

Golden Tribe LLC v. City of Norman, CV-2018-1142, DF-119107

Magnum Energy, Inc. v. Board of Adjustment for the City of Norman, SD-117912 (M)

Alyssa Mann v. State of Oklahoma, CV-2020-188; SD-118,751 (K)

COURT OF CRIMINAL APPEALS

None

CLEVELAND COUNTY DISTRICT COURT

A. *General Lawsuits*

Armstrong v. City of Norman, CJ-2012-1638 (K)
City v. Haddock, CV-2010-357 TS (K, S)
City v. IAFF, CV-2011-48 L; DF-109447 (K)
City v. Komiske, Cobblestone Creek Management Company, et al., CV-2012-748 (K, W)
City v. Stachmus, Aaron & Anglin, Bryson, CJ-2021-445
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)
Henderson, et al. v. City of Norman, et al., Case No. CJ-2016-610 (K)
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. Tietzort 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)

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)
In re: Replat of Fuzzell's Second Addition, CV-2021-4350 (M): Petition filed December 20, 2021 and service received January 13, 2022. City's Answer filed January 28, 2022. Set for hearing February 10, 2022 at 2:00 p.m. before Judge Balkman.

D. *Municipal Court Appeals*

None

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)

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 – (Wilk Separation)

FOP Arbitration FYE 22 (FOP - 2022 Agreement)

On January 31, 2022, FOP Lodge 122 informed the City that it intended to proceed to interest arbitration regarding the FYE 2022 collective bargaining agreement.

B. *Equal Employment Opportunity Commission (EEOC)*
None

C. *Contested Unemployment Claims (OESC)*

Padgett, Heather – Case #22002594

Ms. Padgett was separated from City employment on June 6, 2021, for engaging in workplace misconduct. She was denied unemployment benefits by the Oklahoma Employment Security Commission. Ms. Padgett's appeal was denied because she failed to timely register for the hearing set by the Commission. This claim will no longer appear on the Monthly report.

Scott, Cody D. – Case #22002390

Mr. Scott was separated from City employment on June 6, 2021, for engaging in workplace misconduct. Although he engaged in the same misconduct as Ms. Padgett, Mr. Scott was awarded unemployment benefits by the Oklahoma Employment Security Commission. The City appealed this decision

MUNICIPAL COURT PROSECUTIONS

This chart represents the cases prosecuted by the City Attorney's Office in the Municipal Criminal Court through January 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		22	1		13	0	
MAR	420	270		22	6		7	5	
APR	104	420		0	6		0	13	
MAY	137	507		2	10		0	13	
JUNE	528	422		25	0		9	11	
TOTALS / YTD	5,543	4,303	1,618	222	80	53	129	105	38

* Correction

WORKERS' COMPENSATION COURT

The total number cases pending as of January 2022 are 18. During the month of January, there were two new workers compensation cases filed. 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	3	1	2	2	4
Parks/Rec.	Park Maintenance	1				1
Parks/Rec	Westwood Pool	1	1			
Planning	Development Services					
Police	Animal Welfare	2		2	1	
Police	Patrol	7	3	1	2	1

DEPARTMENT	DIVISION	PENDING CASES	FYE 22 CASES	FYE21 CASES	FYE20 CASES	FYE19 CASES
Police	Administration	2	2			
Public Works	Street Maintenance	1		1	1	3
Public Works	Vehicle Maintenance					
Public Works	Storm Water					
Utilities	Line Maintenance	1			1	
Utilities	Sanitation					
TOTALS		18	7	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)

Clement, Stacey v. City of Norman, CM-2020-04580 R

(Police, Investigations/Captain, Head, Face, Neck, Back, Both Shoulders, Arms, Hands, Legs)

Crews, William “Will” Bryan v. City of Norman, CM-2021-04764 A

(Police, Patrol, Sergeant, Neck, L Shldr., L. Arm, L. Hand)

Crews, William “Will” Bryan v. City of Norman, CM-2021-04762 Q

(Police, Patrol, Sergeant, Back, Neck, L. Shldr, L. Arm, L. Hand)

Crews, William “Will” Bryan v. City of Norman, CM-2021-04763 X

(Police, Patrol, Sergeant, Back, Neck, Both Shldr., Both Arms, Both Hands)

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

(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)

Harris, Reagan v. City of Norman, CM-04817 K

(P&R, Westwood Pool, Life Guard, L. Wrist)

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)

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

(Fire, Suppression, Firefighter, Back)

Landrum, Sean v. City of Norman, CM-2019-05618 L

(Utilities, Water Maintenance, Utility Distribution Worker II, Head, Headaches, Face, Jaw, Teeth, Tongue, Neck, and R. Shoulder)

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)

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)

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 January 2022.

DEPARTMENT	FYE 22 Month	FYE 22 YTD	FYE 21	FYE 20	FYE 19
Animal Control		1	1		
Finance – IT			1		
Fire		1	1	4	
Legal			2		
Other	1	3	11	10	9
Parks		1	4	6	6
Planning		1			
Police	2	6	3	5	10
Public Works – other		2	2	3	
Public Works – Stormwater	1	1		2	
Public Works – Engineering			1	2	
Public Works – Streets		7	9	11	6
Utilities – Water		5	11	11	12
Utilities – Sanitation			12	12	10
Utilities – Sewer		1	5	5	3
TOTAL CLAIMS	4	29	63	71	56

CURRENT CLAIM STATUS	FYE 22 TO DATE	FYE 21	FYE 20	FYE 19
Claims Filed	29	63	71	56
Claims Open and Under Consideration	12	0	0	0
Claims Not Accepted Under Statute/Other	3	10	11	8
Claims Paid Administratively	4	11	13	10
Claims Paid Through Council Approval	1	7	14	12
Claims Resulting in a Lawsuit for FY	0	3	1	4
Claims Barred by Statute (No Further Action Allowed)	0	31	32	22

Claims in Denied Status (Still Subject to Lawsuit)	9	1	0	0
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MUNICIPAL COURT 8

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

CASES FILED

	<u>JANUARY</u>	<u>FY22</u>	<u>Y-T-D</u>	<u>JANUARY</u>	<u>FY21</u>	<u>Y-T-D</u>
Traffic	280		2212	627		5038
Non-Traffic	173		1350	164		1601
SUB TOTAL	453		3,562	791		6,639
Parking	436		3968	244		3116
GRAND TOTAL	889		7,530	1,035		9,755

CASES DISPOSED

	<u>JANUARY</u>	<u>FY22</u>	<u>Y-T-D</u>	<u>JANUARY</u>	<u>FY21</u>	<u>Y-T-D</u>
Traffic	316		2745	532		5699
Non-Traffic	202		1222	159		1458
SUB TOTAL	518		3,967	691		7,157
Parking	376		4916	195		2110
GRAND TOTAL	894		8,883	886		9,267

REVENUE

	<u>JANUARY</u>	<u>FY22</u>	<u>Y-T-D</u>	<u>JANUARY</u>	<u>FY21</u>	<u>Y-T-D</u>
Traffic	\$ 32,954.50		\$ 281,201.41	\$ 58,555.04		\$ 584,215.63
Non-Traffic	\$ 12,672.47		\$ 137,304.72	\$ 19,702.15		\$ 162,735.42
SUB TOTAL	\$ 45,626.97		\$ 418,506.13	\$ 78,257.19		\$ 746,951.05
Parking	\$ 13,726.00		\$ 164,393.26	\$ 6,580.00		\$ 53,469.00
GRAND TOTAL	\$ 59,352.97		\$ 582,899.39	\$ 84,837.19		\$ 800,420.05

MUNICIPAL COURT - MONTHLY REPORT

January 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 38 new cases and closed 37 cases during the month of January 2022. 3 Mediations were held.

PARKS AND RECREATION 9

JANUARY 2022
RECREATION DIVISION
MONTHLY REPORT

Item 3.

Norman Senior Center: The Norman Senior Center saw a monthly attendance of 623 for the month of January. AARP Tax Aide began scheduling appointments on Monday, January 3. TRIAD hosted a seminar on "Senior Safety" on Thursday, January 6. The center was closed on Monday, January 17 in observance of the Martin Luther King, Jr Holiday. On Wednesday, January 26, Unity Legal Services sponsored Bingo.

Little Axe Community Center: The Head Start program currently has 11 children enrolled and the after school program has six students enrolled which we look forward to growing in the coming months. Meals on Wheels is available citizens in the Little Axe Community and Norman Regional Hospital prepares the meals daily. Mobile Smiles was a success despite the weather.

12th Avenue Recreation Center: The 12th Avenue Recreation Center averaged 23 students per day in the afterschool program. The program had a lower number due to a rise of COVID-19 number in elementary students. The Center also held an MLK Day Camp so children could have a fun and safe option when they are out of school. 19 Sports rented the facility and conducted a youth educational basketball league. The league lasted through January, averaging over 200 people per rental.

Irving Recreation Center: Irving Recreation Center had 9 facility rentals this month and hosted a Virtual School Daycamp for our After School Program students that attend Lincoln and Washington Elementary School. Students were unable to attend school due to numerous COVID-19 cases and also being short staffed. Irving hosted a few nights of Junior Jammer Basketball practice times for program participants. The Junior Jammer Basketball season started this month with games being played between Irving and Whittier Recreation Center.

Whittier Recreation Center:

The 2022 spring volleyball league opened for registration this month online and in person. This co-ed league is open for 2nd graders through 8th graders. Games are played during the week at the Whittier and Irving Recreational Centers. The league will begin after the winter basketball season concludes. Whittier Middle School basketball games held three games this month at the Center. The schools booster club is running the concession this season for the first time. The staff is here during the games to assist with any issues in the building. The after school program continued this month. We offered homework time, gym games, STEAM learning activities, board games, arts & crafts, movies, free meals/snacks and much more! The City of Norman Parks & Recreation Department has officially become a licensed DHS Community Hope Center and are now accepting DHS subsidy payments. The program is currently full with 30 students and there is a current waiting list. The clogging class was held on Tuesdays and Thursdays this month along with Tippi Toes who offered dance classes on Wednesday nights.

FACILITY ATTENDANCE:

	Month	Year to Date
Norman Senior Center	623	4,678
Little Axe Community Center	597	2,558
12th Avenue Recreation Center	1,840	10,427
Irving Recreation Center	1,040	9,430
Whittier Recreation Center	2,310	10,635
Reaves Center	300	2,100
Tennis Center	2,552	21,257

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
Senior	925	873	785	759	713								4,055
Axe	75	69	95	768	622	432							1,961
twelveth	1,024	868	1,067	1,512	2,089	1,512							8,072
Irving	628	634	851	2,727	2,307	1,243							8,390
Whittier	500	255	1,320	1,730	2,185	2,335							8,325
Reaves	300	300	300	300	300	300							1,800
Tennis	3,844	3,038	3,570	3,280	2,844	2,129							18705

JANUARY 2022
PARK MAINTENANCE DIVISION

Park Maintenance crews performed routine trash removal and 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	5
Vehicle Accidents	0	0		0	0
Employee responsible	0	0		0	0
ROUTINE ACTIVITIES	Total Man Hours	Hours YEAR-TO-DATE		Total Man	Hours YEAR-TO-DATE
Mowing	0.00	460.00		0.00	358.00
Trim Mowing	0.00	2763.50		20.00	2911.50
Chemical Spraying	1.00	291.00		38.00	261.00
Fertilization	0.00	16.00		0.00	12.00
Tree Planting	0.00	0.00		0.00	1.00
Tree & Stump Removal	18.00	69.00		0.00	36.00
Tree Trimming/Limb Pick-Up	18.00	370.00		551.00	2959.00
Restroom/Trash Maintenance	0.00	40.00		184.00	963.50
Play Equipment Maintenance	0.00	261.00		28.50	142.50
Sprinkler Maintenance	0.00	415.00		0.00	129.00
Watering	0.00	0.00		0.00	0.00
Grounds/Building Maintenance	80.00	80.00		2.00	191.00
Painting	0.00	0.00		0.00	0.00
Planning Design	0.00	571.00		81.00	158.50
Park Development	0.00	104.00		0.00	0.00
Special Projects	35.00	38.00		0.00	268.50
Nursery Maintenance	12.00	12.00		0.00	0.00
Flower/Shrub Bed Maintenance	161.00	558.25		155.50	742.75
Seeding/Sodding	4.00	63.27		1.00	36.25
Ballfield Maintenance/Marking	4.00	4.00		0.00	50.00
Fence Repairs	12.00	40.00		96.50	454.50
Equipment Repairs/Maintenance	15.00	153.00		2.00	834.75
Material Pick-Up	0.00	0.00		4.00	46.50
Miscellaneous	0.00	0.00		0.00	461.00
Shop Time	0.00	278.00		0.00	111.00
Snow/Ice Removal	25.00	619.00		37.00	202.50
Christmas Lights	72.00	350.00		0.00	0.00
Close to Home Fishing	0.00	0.00		0.00	0.00
Forestry	35.00	589.00		233.00	303.00
Graffiti Clean-Up	0.00	552.75		215.50	363.00
Water Fountains	0.00	156.00		20.00	62.25
Inground Trash	0.00	0.00		0.00	0.00
Vector Control	0.00	156.00		0.00	144.00

Park Planning Activities January, 2022

NORMAN FORWARD Reaves Park:

Work continues on the park renovation by Flintco—to include the new roads, parking and four new playing fields. We have started to move out of the existing Park Maintenance buildings in Reaves Park and into their new home at North Base. Also, the Ball Clubs of Norman (the group that operates all of the baseball and softball leagues) are working to empty-out their batting cage building next to our maintenance facility. Once all operations are moved, Flintco will demolish the old Park Maintenance and batting cage facilities, to make way for the new 4-plex of T-ball fields in that area of the park. There will also be improvements made to the existing softball fields in the north end of the park, to prepare for play next season. All baseball and softball (both youth and adult) will now take place at Reaves Park, which will allow the conversion of the old fields at Griffin Park into soccer fields to proceed. The Reaves Park project is expected to be complete in winter/spring of 2022/23. We are also continuing to plan for the park's use for both Medieval Fair and Earth Day activities this spring in their usual locations in the southwest part of the park in the areas not being renovated with this project.

NORMAN FORWARD Neighborhood Parks:

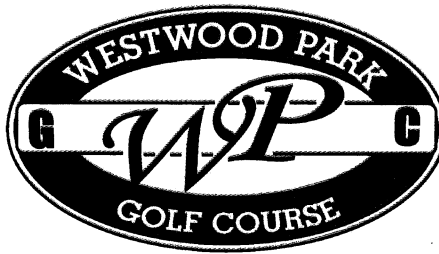
We have received bids for the playground replacement at Cherry Creek Park. This is one of the last of our parks with obsolete play equipment that needs full replacement. The new equipment will be placed in an area of synthetic turf surfacing and include a shade structure over the majority of the play area, as we have done at the other playground replacement projects in Norman Forward. We will prepare a contract with the successful bidder for an upcoming City Council meeting; and expect the work to occur in the spring.

Staff has also prepared a survey for the neighborhoods that will be served by the new park located in the Summit Valley neighborhood, north of Highway 9 at 36th Avenue SE. This 6-acre site will serve those living in Summit Valley and Bellatona neighborhoods; and will be designed based on the input we receive from the survey.

Lions Park ADA Improvements:

We are currently accepting proposals from contractors to make accessibility improvements to the facilities at Lions Park. We have worked with The McKinney Partnership, Architects to put together a design to renovate the restrooms and gazebo in the park to bring them up to current ADAAG specs, while also modifying the parking lot off of Pickard Avenue, to have the correct design for handicap parking spaces, and also replacing damaged sidewalk sections throughout the park. Bids are due on February 4; and we will prepare a contract and bond packet for the next available Council meeting to award the work and get it completed this winter/spring.

WESTWOOD/NORMAN MUNICIPAL AUTHORITY 9A



JANUARY 2022

Westwood Golf Course Division Monthly Progress Report

ACTIVITY	JAN FYE'22	JAN FYE'21
Regular Green Fees	249	178
Senior Green Fees	161	130
Junior Fees	32	36
School Fees (high school golf team players)	131	14
Advanced Fees (high school golf team pre-pay)	0	0
Annual Fees (Regular, Senior & Junior Members)	355	268
Employee Comp Rounds	172	98
Golf Passport Rounds	0	0
9-Hole Green Fee	38	42
2:00 Fees	1	0
4:00 Fees	131	117
Dusk Fees or 6:00 Fees	70	53
PGA Comp Rounds	0	6
*Rainchecks (not counted in total round count)	5	2
Misc Promo Fees (birthday, players cards, OU student)	359	221
Green Fee Adjustments (fee difference on rainchecks)	1	2
Total Rounds (*not included in total round count)	1700	1165
% change from FY '20	45.92%	
Range Tokens	1749	903
% change from FY '20	93.69%	
18 - Hole Carts	68	32
9 - Hole Carts	12	14
½ / 18 - Hole Carts	510	356
½ / 9 - Hole Carts	137	91
Total Carts	727	493
% change from FY '20	47.46%	
18 - Hole Trail Fees	1	0
9 - Hole Trail Fees	0	0
18 - Hole Senior Trail Fees	1	0
9-Hole Senior Trail Fees	0	1
Total Trail Fees	2	1
% change from FY '20	100.00%	
TOTAL REVENUE	\$48,763.98	\$60,005.66
% change from FY '20	-18.73%	

JANUARY 2022
WESTWOOD GOLF DIVISION
MONTHLY PROGRESS REPORT

Item 3.

SAFETY REPORT	FY 2022	FY 2022	FY 2021 MTD	FY 2021 YTD
	MTD	YTD	MTD	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	\$23,430.41	\$330,430.82	\$19,705.61	\$339,984.36
Driving Range	\$7,355.22	\$76,034.99	\$3,771.90	\$88,176.44
Cart Rental	\$12,854.27	\$187,274.01	\$9,747.22	\$194,607.29
Restaurant	\$4,873.22	\$110,640.63	\$6,788.44	\$91,121.17
Insufficient Check Charge	\$0.00	\$0.00	\$0.00	\$158.91
Interest Earnings	\$250.86	\$1,180.28	\$156.48	\$1,088.00
TOTAL INCOME	\$48,763.98	\$705,560.73	\$40,169.65	\$715,136.17
Expenditures	\$69,697.15	\$791,142.75	\$52,955.62	\$573,645.73
Income vs Expenditures	(\$20,933.17)	(\$85,582.02)	(\$12,785.97)	\$141,490.44
Rounds of Golf	1700	22048	1165	22685

All of the turfgrass on the golf course is dormant and Staff has been taking care of off-season maintenance projects at the golf course. The irrigation pump station main manifold was disassembled, inspected, determined to be inoperative, re-built locally and has been assembled back in the pumpstation and is now in working order. The shed recovered from the old detention center is now heated and all turf chemicals are stored inside, organized and accounted for which allows us to use the FIFO method, which is an efficient way of using the inventory of turf products. The #3 drainage pipe project is still in progress with stock piling some of the topsoil for use during bunker renovations in the foreseeable future, weather permitting. Currently, Staff is cleaning, sanding and painting some golf course accessories before they are ready for the upcoming golf season.

JANUARY 2022
WESTWOOD POOL
MONTHLY REPORT

Item 3.

FINANCIAL INFORMATION

	FY2022 MTD	FY2022 YTD	FY2021 TOTAL
Swim Pool Passes	\$4,054.50	\$7,674.50	\$191,747.00
Swim Pool Gate Admission	\$0.00	\$382,084.00	\$284,993.00
Swim Lesson Fees	\$1,470.00	\$8,387.00	\$33,547.50
Pool Rental	\$0.00	\$41,812.00	\$28,128.00
Locker Fees	\$0.00	\$0.00	\$0.00
Pool Classes	\$1,140.00	\$2,960.00	\$6,495.22
Pool Merchandise Sales	\$0.00	\$0.00	\$0.00
Concessions	\$0.00	\$213,671.52	\$127,066.89
TOTAL INCOME	\$6,664.50	\$656,589.02	\$671,977.61
Expenditures	\$21,321.62	\$778,403.62	\$624,044.12
Income versus Expenditures	(\$14,657.12)	(\$121,814.60)	\$84,856.65

ATTENDANCE INFORMATION

	Season to Date Jan FYE 2022	2021 YTD May 2020 - Oct 2020	2020 YTD May 2019-Oct 2019
a. Pool Attendance	0	43,187	68,202
b. Adult Lap Swim Morning/Night	0	581	282
c. Water Walkers	0	2,990	1,607
d. Toddler Time	0	2,723	2,314
e. Water Fitness	0		
f. Swim Team	0	1,221	3,167
g. Scuba Rentals	0		
h. Scuba Participants	0		
i. Swim Lessons	0	579	1,214
j. Private Swim Lessons	0		
g. Movie Night/Special Events	0	0	3,391
h. Party / Rentals	0	91	323
TOTAL ATTENDANCE	0	51,372	80,500

FACILITY MAINTENANCE

9B

**City of Norman Facility Maintenance
January 2022 Monthly Hourly Materials Cost Report**

Item 3.

Location	Labor Hrs	Labor Cost	Materials Cost	Total
Misc				
Facility Maint	0.00	\$0.00	\$163.96	\$163.96
Bldg A	0.00	\$0.00	\$550.00	\$550.00
Bldg B	0.00	\$0.00	\$579.49	\$579.49
Library	0.00	\$0.00	\$675.00	\$675.00
Total	0.00	\$0.00	\$1,968.45	\$1,968.45
Electrical				
Facility Maint	21.00	\$695.17	\$353.85	\$1,049.02
City Hall	73.50	\$2,421.55	\$4,671.79	\$7,093.34
Bldg A	6.00	\$199.28	\$0.00	\$199.28
Bldg B	3.00	\$99.64	\$133.38	\$233.02
Bldg C	8.50	\$282.19	\$81.51	\$363.70
Library	11.00	\$360.47	\$0.00	\$360.47
Animal Welfare	1.00	\$32.70	\$223.16	\$255.86
Pistol Range	3.00	\$98.10	\$0.00	\$98.10
NIC	1.50	\$50.21	\$0.00	\$50.21
Fire Stations	10.50	\$344.89	\$131.19	\$476.08
Parks	30.50	\$1,020.84	\$1,040.15	\$2,060.99
Rec Centers	14.00	\$467.04	\$221.54	\$688.58
Senior Center	8.00	\$267.76	\$213.94	\$481.70
WW Golf	7.00	\$234.29	\$194.89	\$429.18
WW Tennis	4.00	\$130.80	\$0.00	\$130.80
Sanitation	8.00	\$266.22	\$0.00	\$266.22
Traffic	1.00	\$32.70	\$0.00	\$32.70
Fleet	30.00	\$981.77	\$0.00	\$981.77
WTP	16.50	\$552.26	\$139.65	\$691.91
WRF	17.50	\$572.25	\$0.00	\$572.25
Total	275.50	\$9,110.13	\$7,405.05	\$16,515.18

**City of Norman Facility Maintenance
January 2022 Monthly Hourly Materials Cost Report**

Item 3.

HVAC

Facility Maint	19.00	\$608.80	\$1,880.16	\$2,488.96
City Hall	32.00	\$1,036.40	\$3,958.59	\$4,994.99
Bldg A	14.00	\$447.80	\$154.88	\$602.68
Bldg B	18.00	\$568.60	\$0.00	\$568.60
Bldg C	24.00	\$764.80	\$0.00	\$764.80
Library	8.00	\$241.60	\$0.00	\$241.60
Animal Welfare	1.00	\$30.20	\$0.00	\$30.20
Shooting Range	2.00	\$60.40	\$0.00	\$60.40
NIC	28.00	\$905.60	\$127.87	\$1,033.47
Fire Admin	4.00	\$120.80	\$0.00	\$120.80
Fire Stations	13.00	\$405.10	\$0.00	\$405.10
Parks	16.00	\$508.20	\$0.00	\$508.20
Rec Centers	18.00	\$553.60	\$0.00	\$553.60
Senior Center	4.00	\$120.80	\$0.00	\$120.80
Sooner Theater	2.00	\$60.40	\$0.00	\$60.40
Firehouse Art	8.00	\$261.60	\$0.00	\$261.60
Historical House	2.00	\$60.40	\$0.00	\$60.40
WW Golf	4.00	\$120.80	\$0.00	\$120.80
WW Tennis	4.00	\$120.80	\$0.00	\$120.80
Sanitation	6.00	\$11.20	\$0.00	\$11.20
Traffic	1.00	\$30.20	\$0.00	\$30.20
Streets	14.00	\$442.80	\$0.00	\$442.80
Stormwater	4.00	\$120.80	\$0.00	\$120.80
Line Maint	6.00	\$181.20	\$0.00	\$181.20
Fleet	14.00	\$427.80	\$0.00	\$427.80
WTP	10.00	\$302.00	\$0.00	\$302.00
WRF	17.00	\$518.40	\$0.00	\$518.40

Total	293.00	\$9,201.10	\$6,121.50	\$15,322.60
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**City of Norman Facility Maintenance
January 2022 Monthly Hourly Materials Cost Report**

Item 3.

Plumbing

Facility Maint	171.00	\$5,684.61	\$362.05	\$6,046.66
City Hall	2.00	\$62.86	\$0.00	\$62.86
Bldg A	8.00	\$251.44	\$0.00	\$251.44
Bldg B	22.00	\$691.46	\$41.03	\$732.49
Bldg C	5.00	\$159.19	\$0.00	\$159.19
Library	35.00	\$1,104.13	\$690.02	\$1,794.15
Animal Welfare	3.50	\$110.01	\$0.00	\$110.01
NIC	21.00	\$662.07	\$505.71	\$1,167.78
Fire Stations	6.00	\$190.62	\$0.00	\$190.62
Parks	5.00	\$161.23	\$190.35	\$351.58
Rec Centers	4.00	\$125.72	\$521.82	\$647.54
Senior Center	5.00	\$159.19	\$26.25	\$185.44
WW Tennis	4.00	\$125.72	\$0.00	\$125.72
Sanitation	2.00	\$62.86	\$91.44	\$154.30
Line Maint	3.00	\$94.29	\$0.00	\$94.29
Stormwater	2.00	\$62.86	\$9.64	\$72.50
Fleet	5.00	\$157.15	\$44.20	\$201.35
WTP	0.00	\$0.00	\$175.00	\$175.00
WRF	0.00	\$0.00	\$4.65	\$4.65

Total	303.50	\$9,865.41	\$6,226.16	\$12,527.57
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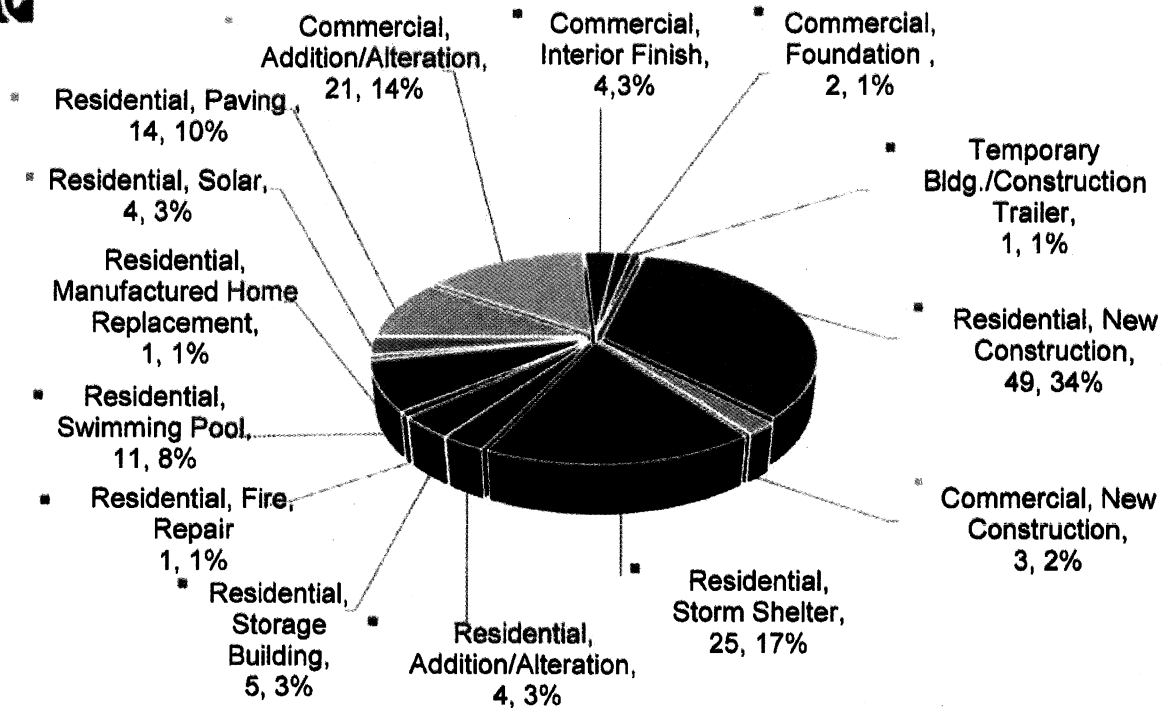
**City of Norman Facility Maintenance
January 2022 Monthly Hourly Materials Cost Report**

Item 3.

Custodial					
	City Hall	134.00	\$2,356.72	\$722.22	\$3,078.94
	Bldg A	134.00	\$2,356.72	\$459.72	\$2,816.44
	Bldg B	194.00	\$3,233.32	\$380.97	\$3,614.29
	Bldg C	134.00	\$2,356.72	\$459.72	\$2,816.44
	Library	8.00	\$203.92	\$104.00	\$307.92
	Fire Stations	16.00	\$407.84	\$1,164.18	\$1,572.02
Total		620.00	\$10,915.24	\$3,290.81	\$14,206.05
Total		1492.00	\$39,091.88	\$21,447.97	\$60,539.85

PLANNING AND COMMUNITY DEVELOPMENT 10

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



Permit Type	Count	Valuation
Residential, New Construction	49	\$ 14,264,557
Residential Duplex, New Construction	0	\$ -
Residential, New Manufactured Home	0	\$ -
Commercial, New Construction	3	\$ 5,557,000
Commercial, Parking Lot	0	\$ -
Commercial, Shell Building	0	\$ -
Residential, Storm Shelter	25	\$ 92,190
Residential, Addition/Alteration	4	\$ 95,801
Residential, Carport	0	\$ -
Residential, Storage Building	5	\$ 284,390
Residential, Fire Repair	1	\$ 20,000
Residential, Swimming Pool	11	\$ 811,535
Residential, Manufactured Home Repl	1	\$ 89,635
Residential, Solar	4	\$ 156,458
Residential, Paving	14	\$ 344,293
Commercial, Addition/Alteration	21	\$ 43,873,470
Commercial, Interior Finish	4	\$ 1,489,600
Commercial, Fire Repair	0	\$ -
Commercial, Foundation	2	\$ 208,200
Temporary Bldg./Construction Trailer	1	\$ 10,000
Multi-Family, New	0	\$ -
Multi-Family, Addition/Alteration	0	\$ -
Multi-Family, Foundation	0	\$ -
Multi-Family, Fire Repair	0	\$ -
Group Quarters	0	\$ -
Total	145	\$ 67,297,12

CITY OF NORMAN
Building Permit Activity-JANUARY 2022

	DESCRIPTION	2022 YEAR TO-DATE	VALUATION	2021 TOTALS	2021 TOTAL VALUATION
	Residential, New Construction.....	49	\$ 14,264,557	559	\$ 171,447,259
	Residential, New Dwelling Unit Attached.....	0	\$ -	0	\$ -
	Residential, New Manufactured Home.....	0	\$ -	2	\$ 65,000
	Residential, New Non Dwelling Unit.....	0	\$ -	0	\$ -
	Residential Duplex, New Construction.....	0	\$ -	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.....	0	\$ -	13	\$ 284,798
	Multi-Family, Foundation.....	0	\$ -	3	\$ 170,000
	Multi-Family, Addition/Alteration.....	0	\$ -	2	\$ 16,000
	Residential, Addition/Alteration.....	4	\$ 95,801	185	\$ 11,219,201
	Residential, Carport.....	0	\$ -	4	\$ 73,710
	Residential, Storm Shelter.....	25	\$ 92,190	307	\$ 1,174,221
	Residential, Storage Building.....	5	\$ 284,390	141	\$ 4,708,996
	Residential, Fire Repair.....	1	\$ 20,000	31	\$ 1,558,116
	Residential, Swimming Pool.....	11	\$ 811,535	145	\$ 9,332,054
	Residential, Manufactured Home Replacement	1	\$ 89,635	7	\$ 582,151
	Residential, Solar.....	4	\$ 156,458	16	\$ 481,303
	Residential, Paving.....	14	\$ 344,293	111	\$ 1,737,557
	Group Quarters.....			0	\$ -
	TOTAL	114	\$ 16,158,859	1538	\$ 226,210,366
NON-RESIDENTIAL	Commercial, New Construction.....	3	\$ 5,557,000	51	\$ 263,453,985
	Commercial, New Shell Building.....	0	\$ -	11	\$ 9,242,000
	Commercial, Addition/Alteration.....	21	\$ 43,873,470	143	\$ 45,783,076
	Commercial, Interior Finish.....	4	\$ 1,489,600	40	\$ 3,374,700
	Commercial, New Foundation.....	2	\$ 208,200	7	\$ 10,740,000
	Commercial, Fire Repair.....	0	\$ -	8	\$ 888,000
	Commercial, Parking Lot.....	0	\$ -	7	\$ 682,640
	Commercial, Temporary Bldg./Const Trailer....	1	\$ 10,000	29	\$ 351,391
	TOTAL	31	\$ 51,138,270		\$ 334,515,792
OTHER ACTIVITY	Electrical Permits.....	159		1663	
	Heat/Air/Refrigeration Permits.....	115		1405	
	Plumbing and Gas Permits.....	165		1891	
	Sign Permits.....	19		475	
	Water Well Permits.....	2		44	
	Garage Sale Permits.....	4		782	
	Structure Moving Permits.....	3		16	
	Demo-Residential Permits.....	0		31	
	Demo-Non-Residential Permits.....	0		10	
	Temp. Const. Bldgs. & Roll-off Permits.....	12		173	
	Lot Line Adjustments Filed.....	2		25	
	Certificate of Occupancy (CO).....	69		1070	
	All Field Inspections.....	2215		27583	
	Net Residential Demos & Removals.....	0		-28	
	TOTAL VALUATION		\$ 67,297,129		\$ 560,726,158

City of Norman
BUILDING PERMITS AND INSPECTIONS

NON-RESIDENTIAL BUILDING PERMITS
Issued January 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	OWNER	HUMBLE GROUND CULTIVATION	27	1/14/2022	1824		JATHESON	DR	4	2	NORTHBRIDGE IND PARK	I1	\$ 75,000	1527
COMMERCIAL, ADD/ALT	GRAHAM GENERAL CONTRACTOR	TRUE SKY CREDIT CANOPY REPLACEMENT	66	1/24/2022	1212 W		LINDSEY	ST		1	MCDONALDS ADD #1	C1	\$ 100,000	1820
COMMERCIAL, ADD/ALT	NEXIUS	AT & T ANTENNAS	109	1/18/2022	3099		36TH	AVE	1	1	MASTERCRAFT PROPERTIES	I1	\$ 49,500	180
COMMERCIAL, ADD/ALT	BILL STEWART CONST, LLC.	EDWARD JONES INVESTMENTS	141	1/21/2022	1017		24TH	AVE	1017	5	WESTPORT PROFESSIONAL PARK	C1	\$ 88,570	1400
COMMERCIAL, ADD/ALT	SABRE INDUSTRIES	T-MOBILE ANTENNAS	195	1/24/2022	5511 E		LINDSEY	ST	36	2W	NOT SUBDIVIDED	A2	\$ 16,000	20
COMMERCIAL, ADD/ALT	MUIRFIELD HOMES	MUIRFIELD HOMES OFFICE	234	1/25/2022	1820 W		TECUMSEH	RD	11	7	NORTHBRIDGE IND PARK #3	I1	\$ 28,400	710
COMMERCIAL, ADD/ALT	EASTEX TOWER, LLC.	VERIZON ANTENNA UPGRADE	287	1/25/2022	2451		VAN BUREN	ST	2	1	PRESIDENTIAL #6	C2	\$ 25,000	25
COMMERCIAL, ADD/ALT	OWNER	MOORE NORMAN TECHNOLOGY CENTER TRAINING ROOM REMODEL	330	1/31/2022	5200		12TH	AVE	1	3W	NOT SUBDIVIDED	A2	\$ 60,000	893
COMMERCIAL, ADD/ALT	OWNER	SUFEE DISPENSARY	335	1/31/2022	1045 N		FLOOD	AVE	X	8	NOT SUBDIVIDED	C2	\$ 30,000	1469
COMMERCIAL, ADD/ALT	CLARK CONSTRUCTION, INC.	SOUTHWESTERN WIRE -EQUIPMENT SHELTER ADDITION	1989	1/28/2022	3505		INTERSTATE	DR		1	THEOFORD AMENDED	I2	\$ 180,000	8090
COMMERCIAL, ADD/ALT	JE DUNN CONSTRUCTION CO	NORMAN REGIONAL HOSPITAL SOUTH - PARKING GARAGE ADDN	4314	1/11/2022	3250		HEALTHPLEX	PKY	290	2	NRH MEDICAL PARK WEST #2	PUD	\$ 18,000,000	259000
COMMERCIAL, ADD/ALT	MANHATTAN CONSTRUCTION	ABSENTEE ADDITION - PRIMARY BEHAVIOR AND DENTAL CARE	4817	1/6/2022	15951		LITTLE AXE	DR	1	1	ABSENTEE SHAWNEE HEALTH CENTER	PUD	\$ 17,998,000	53482
COMMERCIAL, ADD/ALT	MANHATTAN CONSTRUCTION	ABSENTEE FACILITIES MAINTENANCE ADDITION	4818	1/6/2022	15951		LITTLE AXE	DR	1	1	ABSENTEE SHAWNEE HEALTH CENTER	PUD	\$ 1,043,000	2272
COMMERCIAL, ADD/ALT	MANHATTAN CONSTRUCTION	ABSENTEE IMAGING LAB ADDITION	4819	1/6/2022	15951		LITTLE AXE	DR	1	1	ABSENTEE SHAWNEE HEALTH CENTER	PUD	\$ 2,552,000	20151
COMMERCIAL, ADD/ALT	MANHATTAN CONSTRUCTION	ABSENTEE PHARMACH ADDITION	4820	1/6/2022	15951		LITTLE AXE	DR	1	1	ABSENTEE SHAWNEE HEALTH CENTER	PUD	\$ 2,335,000	5067
COMMERCIAL, ADD/ALT	SBA COMMUNICATIONS CORPORATION	T-MOBILE/SPRINT ANTENNAS	5287	1/3/2022	1215		CROSSROADS	BLVD	3	1	CROSSROADS BLVD ADD	C2	\$ 25,000	100
COMMERCIAL, ADD/ALT	DUGAN BUILDING COMPANY	INTEGRIS URGENT CARE REMODEL	5430	1/14/2022	1431		24TH	AVE	1	1	UNIVERSITY NORTH PARK SEC 5	PUD	\$ 610,000	3878
COMMERCIAL, ADD/ALT	CAPITAL TOWER & COMMUNICATIONS	US CELLULAR ANTENNAS	5453	1/4/2022	3089 E		MIHOFF	RD	3	2W	NOT SUBDIVIDED	C0	\$ 18,000	15
COMMERCIAL, ADD/ALT	KJ HOWARD CONSTRUCTION	BUFFALO WILD WINGS RENOVATION	5586	1/14/2022	3010		CLASSEN	BLVD	1A	1	EMPIRE ADDITION	C2	\$ 500,000	7374
COMMERCIAL, ADD/ALT	EAST VILLAGE @ 12TH AVE, LLC.	TATSUMAKI RAMEN EXPANSION	5128	1/14/2022	1300		12TH	AVE	2		EAST VILLAGE	PUD	\$ 20,000	3700
COMMERCIAL, ADD/ALT	BLOOM GC LLC.	THE PLAY PIT RENOVATION	5801	1/5/2022	225 E		MAIN	ST	13	14	NORMAN, ORIGINAL TOWNSHIP	NA	\$ 120,000	8841
COMMERCIAL, FOUNDATION PERMIT	WINDSTONE CONSTRUCTION	J. FORD DOWNTOWN FOUNDATION	65	1/14/2022	231 W		MAIN	ST	15	72	NORMAN, ORIGINAL TOWNSHIP	CCFB	\$ 43,200	5400
COMMERCIAL, FOUNDATION PERMIT	OWNER	BELLWOOD LLC BUILDING #3	5712	1/6/2022	4208		28TH	AVE	1	2	PEPCO INDUSTRIAL PARK PHASE 1	I1	\$ 185,000	17476
COMMERCIAL, INTERIOR FINISH	CADDELL & CO. L.L.C.	MIKE JOLLY INVESTMENTS	2852	1/11/2022	3408		36TH	AVE	2	1	JOLLEY ADDN (REPLT OF OLIVET)	C1	\$ 30,000	1380
COMMERCIAL, INTERIOR FINISH	TC GRISSOM BUILDING CO.	OU MEDICINE PEDIATRIC SPECIALTY	4183	1/3/2022	3421		24TH	AVE	3B	1	UNIVERSITY NORTH PARK PROF. CTR	PUD	\$ 469,600	4886
COMMERCIAL, INTERIOR FINISH	BIG ENTERPRISES, INC.	PAPA HONNS CARRY-OUT RESTAURANT	5262	1/20/2022	1915		CLASSEN	BLVD	1	1	CLASSEN LANDING ADDITION	C2	\$ 200,000	1796
COMMERCIAL, INTERIOR FINISH	COUGAR CONSTRUCTION CORP	PULMONOLOGY CLINIC	5802	1/12/2022	3151		HEALTHPLEX	DR	34A	8	MEDICAL PARK WEST SEC 5	PUD	\$ 790,000	8313
COMMERCIAL, NEW CONSTRUCTION	CONNECT CONSTRUCTION SERVICES	ABSENTEE SHAWNEE STORAGE BUILDING	4182	1/6/2022	15951		LITTLE AXE	DR	1	1	ABSENTEE SHAWNEE HEALTH CENTER	PUD	\$ 3,500,000	13528
COMMERCIAL, NEW CONSTRUCTION	COIL CONSTRUCTION	CLUB CAR WASH	4543	1/20/2022	2331		36TH	AVE	3	1	PRAIRIE CREEK #5	C1	\$ 2,000,000	9655
COMMERCIAL, NEW CONSTRUCTION	BETTER BARNS	3 PONDS LLC WATER TREATMENT BUILDING	5157	1/14/2022	4520 E		FRANKLIN	RD	11	2W	NOT SUBDIVIDED	A2	\$ 57,000	720
TEMPORARY BLDG/CONST TRAILER	MANHATTAN CONSTRUCTION	ABSENTEE SHAWNEE CONSTRUCTION TRAILER	150	1/18/2022	15951		LITTLE AXE	DR	1	1	ABSENTEE SHAWNEE HEALTH CENTER	PUD	\$ 10,000	1440

TOTAL PERMITS

31

AVERAGE VALUATION

\$1,650

AVERAGE PROJECT AREA

14,330

TOTAL VALUATION

\$51,138,270

TOTAL PROJECT AREA

444,239

Permit Type	Permit Counts	Valuation	Building Size (SF)	Use/Classification	Business
COMMERCIAL, ADD/ALT	21	\$ 43,873,470	15,528	INSTITUTIONAL	ABSENTEE SHAWNEE STORAGE BUILDING
COMMERCIAL, FOUNDATION PERMIT	2	\$ 208,200	5,655	COMMERCIAL	CLUB CAR WASH
COMMERCIAL, FIRE REPAIR	0	\$ -	720	INDUSTRIAL	3 PONDS LLC WATER TREATMENT BUILDING
COMMERCIAL, INTERIOR FINISH	4	\$ 1,489,600			
COMMERCIAL, NEW CONSTRUCTION	3	\$ 5,557,000			
COMMERCIAL, NEW SHELL BLDG	0	\$ -			
COMMERCIAL, PARKING LOT	0	\$ -			
TEMPORARY BLDG/CONST TRAILER	1	\$ 10,000			
TOTAL	31	\$ 51,138,270			

City of Norman BUILDING PERMITS AND INSPECTIONS														RESIDENTIAL BUILDING PERMITS Issued January 2022 - Sorted by Permit Type			
Permit Type	Contractor	Permit #	Date Issued	Value	Address	Lot	Block	Subdivision	Zoning	Valuation	Project Area	KW					
1 & 2 FAMILY STORM SHELTER	GROUND ZERO SHELTERS	15	1/14/2022	2813	EDGEWATER	GT	4	1	SUMMIT LAKES ADD #1	R1	\$	3,100	32				
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	17	1/11/2022	2505	GA ZUMP	DR	16	1	TRAILWOODS SEC 2	PUD	\$	3,500	24				
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	44	1/5/2022	4300	FOX CROFT	RD	2	2W	HUNTERS GLEN ESTATE (SURVEY)	A2	\$	3,495	48				
1 & 2 FAMILY STORM SHELTER	GROUND ZERO SHELTERS	62	1/10/2022	3800	MANDERLY	PL	10	5	BELLATONA SEC. #1	R1	\$	3,100	21				
1 & 2 FAMILY STORM SHELTER	STORM SAFE TORNADO SHELTERS	91	1/13/2022	3101	WISTER	RD	1	1	GREENLEAF TRAILS ADD 11	PUD	\$	2,500	21				
1 & 2 FAMILY STORM SHELTER	STORM SAFE TORNADO SHELTERS	93	1/13/2022	821	MOUNT IRVING	WAY	11	1	RED CANYON RANCH SEC 7	PUD	\$	2,500	21				
1 & 2 FAMILY STORM SHELTER	OKLAHOMA SHELTERS	94	1/13/2022	4005	STABLE	DR	37	2	ROCK CREEK POLO CLUB	R1	\$	3,900	35				
1 & 2 FAMILY STORM SHELTER	BIGGS BACKHOE, INC	102	1/14/2022	3125	STONE CREEK	DR	26	1	STONE LAKE	R1	\$	4,400	70				
1 & 2 FAMILY STORM SHELTER	FLAT SAFE TORNADO SHELTERS	111	1/13/2022	2512	TRAILWOOD	DR	4	1	TRAILWOODS SEC 4	PUD	\$	4,400	28				
1 & 2 FAMILY STORM SHELTER	FLAT SAFE TORNADO SHELTERS	117	1/18/2022	3116	TAYPORT	ST	5	1	HAWTHORNE PLACE ADD	R1	\$	3,500	36				
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	120	1/12/2022	2504	HALIFAX	WAY	21	1	HAWTHORNE PLACE ADD	R1	\$	3,500	32				
1 & 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	142	1/14/2022	1902	PROVIDENCE	DR	11	4	HALLBROOKE ADD #6	R1	\$	4,900	24				
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	172	1/19/2022	1409	CENTRAL	PKWY	13	2	PARK PLACE ADD #3	R1	\$	3,500	24				
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	178	1/24/2022	3117	RED CEDAR	WAY	4	2	GREENLEAF TRAILS ADD 10	PUD	\$	3,500	24				
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	186	1/19/2022	3635	MANDERLY	PL	6	8	BELLATONA SEC. #1	R1	\$	3,500	24				
1 & 2 FAMILY STORM SHELTER	FLAT SAFE TORNADO SHELTERS	210	1/19/2022	501	DAYFLOWER	LJN	16	3	POPPY GROVE SEC 2	R1	\$	3,500	46				
1 & 2 FAMILY STORM SHELTER	STORM SAFE TORNADO SHELTERS	244	1/27/2022	3007	WISTER	RD	12	3	GREENLEAF TRAILS ADD 11	PUD	\$	2,500	21				
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	255	1/25/2022	2705	FAIRFIELD	DR	2	3B	BROAD ACRES ADD SEC 2-AMENDED	R1	\$	3,500	24				
1 & 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	284	1/31/2022	725	CAROLYN RIDGE	RD	1	2	RED CANYON RANCH SEC 1	PUD	\$	4,600	35				
1 & 2 FAMILY STORM SHELTER	FLAT SAFE TORNADO SHELTERS	285	1/26/2022	2801	CREEKVIEW	TER	54	1	EAST RIDGE ADD #03	R1	\$	3,500	24				
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	290	1/26/2022	516	TALON	DR	2	4	EAGLE CLIFF SOUTH ADD #5	R1	\$	3,700	32				
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	301	1/26/2022	105	RIDGE LAKE	BLVD	2	2	SUMMIT LAKES ADD #3	R1	\$	2,695	32				
1 & 2 FAMILY STORM SHELTER	GROUND ZERO SHELTERS	327	1/28/2022	7610	ROCK CREEK	RD	20	1W	NOT SUBDIVIDED	A2	\$	3,800	32				
1 & 2 FAMILY STORM SHELTER	STORM SAFE TORNADO SHELTERS	363	1/31/2022	911	MOUNT IRVING	WAY	8	1	RED CANYON RANCH SEC 7	PUD	\$	2,500	21				
1 & 2 FAMILY STORM SHELTER	SILVERDAK HOMES, LLC	378	1/28/2022	3512	TRADITIONS	TR	10	2	VINTAGE CREEK ADDITION	PUD	\$	8,500	32				
1 & 2 FAMILY, ADD OR ALTER	OUTBACK CONCEPTS	10	1/14/2022	2	BRYARWOOD	PL	11	21	WESTWOOD ESTATES	R1	\$	15,801	380				
1 & 2 FAMILY, ADD OR ALTER	TUCKER HOUSE, LLC	101	1/14/2022	3403	36TH	AVE	14	2W	NOT SUBDIVIDED	A2	\$	25,000	721				
1 & 2 FAMILY, ADD OR ALTER	BLOOM CC LLC	277	1/26/2022	429	CHAUTAUQUA	AVE	7	1	ROSS ADDITION	R1	\$	15,000	200				
1 & 2 FAMILY, ADD OR ALTER	JBS REMODELING & CONST. LLC	5557	1/3/2022	946	FLOOD	AVE	47	10	PARSONS ADDITION	R1	\$	40,000	258				
1 & 2 FAMILY, FIRE REPAIR	AFFORDABLE CONSTRUCTION CO	151	1/18/2022	9200	MONTROSE	CIR	1	1	CAMBRIDGE ADD #3	R1	\$	20,000	250				
1 & 2 FAMILY, PAVING	S & S POOLS	2	1/14/2022	4408	SARATOGA	DR	10	2	CAMBRIDGE PLACE #4	RW6	\$	219,000	265				
1 & 2 FAMILY, PAVING	VANCE CONSTRUCTION SERVICES	4	1/5/2022	1616	CHAUTAUQUA	AVE	5	5	VALLEY VIEW ADD	R1	\$	5,700	410				
1 & 2 FAMILY, PAVING	ROBINETTS REMODELING, LLC	8	1/6/2022	1403	GARFIELD	AVE	17	6	HARDIE RUCKER ADDITION	R1	\$	7,015	981				
1 & 2 FAMILY, PAVING	HARALSON RENOVATIONS	24	1/5/2022	1702	CANTERSBURY	ST	6	9	WOODSLAWN ADD #3	R1	\$	10,900	500				
1 & 2 FAMILY, PAVING	HARALSON RENOVATIONS	25	1/5/2022	1627	CANTERSBURY	ST	51	10	WOODSLAWN ADD #3	R1	\$	4,900	500				
1 & 2 FAMILY, PAVING	A & L CONCRETE	31	1/7/2022	617	BIRCH	DR	15	3	WILLOW BROOK ADD	R1	\$	7,200	674				
1 & 2 FAMILY, PAVING	BROWN, RANDY	194	1/26/2022	1201	CHERRY LAUREL	DR	24	12	COLLEGE MANOR	R1	\$	28,000	2500				
1 & 2 FAMILY, PAVING	OWNER	202	1/21/2022	10305	141ST	AVE	8	3	PRIDE #034	A2	\$	12,500	2250				
1 & 2 FAMILY, PAVING	FRANKE JR, UREL	232	1/28/2022	210	MOBIE	ST	5	24	HIGHLAND ADDITION	R2	\$	6,800	1000				
1 & 2 FAMILY, PAVING	SHEPPARD CONCRETE	259	1/25/2022	2616	SUMMIT CROSSING	PKY	3	4	SUMMIT LAKES ADD #11	R1	\$	4,600	490				
1 & 2 FAMILY, PAVING	TMC CONSTRUCTION	316	1/31/2022	1102	MERRIMEN GREE	9	3	SHERWOOD FOREST #2	R1	\$	15,278	1900					
1 & 2 FAMILY, PAVING	BLUESTEM BUILD LLC	332	1/31/2022	1103	PONCA	AVE	32	2W	NOT SUBDIVIDED	R1	\$	5,000	350				
1 & 2 FAMILY, PAVING	LAW CONSTRUCTION	4644	1/5/2022	3000	MARIGOLD	TRL	8	2	TRAILS ADD #3	R1	\$	7,900	1500				
1 & 2 FAMILY, PAVING	LAW CONSTRUCTION	4645	1/5/2022	2900	MARIGOLD	TRL	8	2	TRAILS ADD #3	R1	\$	13,000	2500				
1 & 2 FAMILY, SOLAR	MARC JONES CONSTRUCTION, LLC	30	1/6/2022	1520	WINDSOR	WAY	2	6	MEADOW PARK ADD	R1	\$	27,050	3				
1 & 2 FAMILY, SOLAR	SOLAR POWER OF OKLAHOMA	271	1/25/2022	1503	GLENDALE	RD	25	2	SOUTHERN SHORES ADDITION	RE	\$	20,126	8				
1 & 2 FAMILY, SOLAR	SHINE SOLAR DBA SHINE AIR	365	1/28/2022	4409	BRIARCREST	DR	1	2	BROOKHAVEN #14	R1	\$	50,915	11				
1 & 2 FAMILY, SOLAR	MARC JONES CONSTRUCTION, LLC	5727	1/6/2022	1432	HAVERHILL	CIR	2	3	QUEENSTON HEIGHTS	R1	\$	58,387	9				
1 & 2 FAMILY, STORAGE BLDG	OWNER	20	1/6/2022	7601	ETOWAH	RD	19	1W	NOT SUBDIVIDED	A2	\$	4,000	440				
1 & 2 FAMILY, STORAGE BLDG	TUFF SHED	21	1/14/2022	3402	WILLOW ROCK	RD	1	2	CROSSROADS WEST #1	R1	\$	10,000	200				
1 & 2 FAMILY, STORAGE BLDG	POWER ROOFING & CONSTRUCTION	69	1/20/2022	5311	TECUMSEH	RD	9	3W	NOT SUBDIVIDED	A2	\$	250,000	5000				
1 & 2 FAMILY, STORAGE BLDG	OWNER	98	1/19/2022	620	48TH	AVE	35	2W	NOT SUBDIVIDED	A2	\$	15,000	1200				
1 & 2 FAMILY, STORAGE BLDG	BARGAIN BARNS & BUILDINGS, LLC	5810	1/10/2022	832	TOLLUE	DR	4	5	HANLY ADD	R1	\$	5,390	240				
1 & 2 FAMILY, SWIMMING POOL	ASL POOLS & SPAS	8	1/6/2022	7050	120TH	AVE	36	1W	NOT SUBDIVIDED	A2	\$	57,800	802				
1 & 2 FAMILY, SWIMMING POOL	OKC POOL SERVICES	22	1/6/2022	3621	PIMLICO	DR	15	1	CARRINGTON PLACE ADD #5	R1	\$	65,000	905				
1 & 2 FAMILY, SWIMMING POOL	PROTERRA POOLS, LLC	23	1/6/2022	5700	BROADWAY	DR	6	2W	NOT SUBDIVIDED	A2	\$	80,000	750				
1 & 2 FAMILY, SWIMMING POOL	AQUATIC DESIGNS POOL & SPA	28	1/6/2022	5350	TECUMSEH	RD	13	2W	NOT SUBDIVIDED	A2	\$	79,000	1808				
1 & 2 FAMILY, SWIMMING POOL	AQUATIC DESIGNS POOL & SPA	29	1/6/2022	405	VILLAGE LAKE	DR	20	1	HIGHLAND VILLAGE ADD SEC 10	R1	\$	79,000	1190				
1 & 2 FAMILY, SWIMMING POOL	C W POOLS	37	1/21/2022	3755	BLACK MEBA	RD	3	5	RED CANYON RANCH SEC 6	PUD	\$	30,000	624				
1 & 2 FAMILY, SWIMMING POOL	DUNFORD POOLS	325	1/27/2022	4510	CRITTENDEN	DR	1	2	ASHTON GROVE ADD SEC 2	PUD	\$	111,000	600				
1 & 2 FAMILY, SWIMMING POOL	DUNFORD POOLS	380	1/31/2022	4503	ESCALON	DR	22	2	LAS COLUMAS SEC. #1	R1	\$	104,350	1082				
1 & 2 FAMILY, SWIMMING POOL	PREMIER POOLS AND SPAS	3620	1/18/2022	625	SUMMIT HOLLOW	DR	3	1	SUMMIT LAKES ADD #8	R1	\$	30,000	530				
1 & 2 FAMILY, SWIMMING POOL	LIQUID ASSETS POOLS & SPA LLC	5664	1/21/2022	1901	QUAIL CREEK	DR	7	2	QUAIL CREEK ACRES #1	RE	\$	65,725	480				
1 & 2 FAMILY, SWIMMING POOL	BLUE HAVEN POOLS OF OK	5722	1/6/2022	7675	LETT	CIR	25	1W	LETT FARMS CO6	A2	\$	109,680	957				
1 FAMILY, MANUF HOME REPLACE	OWNER	6	1/11/2022	4110	INDIAN POINT	CIR	8	2	INDIAN POINT ESTATES	RE	\$	89,635	1210				

1 FAMILY, NEW CONSTRUCTION	TRIPLE CROWN DESIGNS	32	1/12/2022	1494	MONTEREY	DR	8	4	MONTEREY ADD #2	PUD	\$	270,000	3314
1 FAMILY, NEW CONSTRUCTION	TRIPLE CROWN DESIGNS	33	1/14/2022	3918	CATALINA	CT	13	1	MONTEREY ADD #2	PUD	\$	270,000	2840
1 FAMILY, NEW CONSTRUCTION	STONEWALL HOMES, LLC	43	1/11/2022	5512	RAWHIDE	RD	11	5	GLENRIDGE SEC. #2	PUD	\$	500,000	9761
1 FAMILY, NEW CONSTRUCTION	MORTON BUILDINGS, INC.	45	1/7/2022	4001	HERITAGE	LN	18	1E	HERITAGE INFINITY NRCOS	A2	\$	275,000	2168
1 FAMILY, NEW CONSTRUCTION	TURNER & SON HOMES	46	1/11/2022	6315	ROSE ROCK HILL		19	1W	MILLER PINES NCO5	A2	\$	500,020	4297
1 FAMILY, NEW CONSTRUCTION	BROOKFIELD CUSTOM HOMES, LLC	54	1/11/2022	2517	BIRMINGHAM	DR	5	1	ST JAMES PARK ADD 5	R1	\$	204,100	2684
1 FAMILY, NEW CONSTRUCTION	BROOKFIELD CUSTOM HOMES, LLC	55	1/11/2022	3211	WATFORD	CT	10	5	ST JAMES PARK ADD 5	R1	\$	204,100	2684
1 FAMILY, NEW CONSTRUCTION	BROOKFIELD CUSTOM HOMES, LLC	60	1/11/2022	2511	CHARLTON	DR	13	5	ST JAMES PARK ADD 5	R1	\$	236,663	3164
1 FAMILY, NEW CONSTRUCTION	BROOKFIELD CUSTOM HOMES, LLC	129	1/14/2022	5507	WINDSTONE	LN	2	3	GLENRIDGE SEC. #3	PUD	\$	243,000	3374
1 FAMILY, NEW CONSTRUCTION	C.A. MCCARTY CONSTRUCTION LLC	162	1/25/2022	4505	NORTHFIELDS	ST	10	5	CARRINGTON PLACE ADD #14	R1	\$	751,000	4361
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	238	1/27/2022	401	MAYBURY	DR	6	3	LITTLE RIVER TRAILS SEC #3	PUD	\$	343,350	3615
1 FAMILY, NEW CONSTRUCTION	BROOKFIELD CUSTOM HOMES, LLC	257	1/27/2022	2513	BIRMINGHAM	DR	4	1	ST JAMES PARK ADD 5	R1	\$	192,000	2636
1 FAMILY, NEW CONSTRUCTION	APPLE CONSTRUCTION, LLC	281	1/31/2022	604	SUMMIT POINT	CT	1	7	SUMMIT LAKES ADD #11	R1	\$	244,600	3698
1 FAMILY, NEW CONSTRUCTION	BROOKFIELD CUSTOM HOMES, LLC	369	1/31/2022	4315	DUSTY	TR	7	3	GLENRIDGE SEC. #3	PUD	\$	242,442	3650
1 FAMILY, NEW CONSTRUCTION	WAGNER CONSTRUCTION SVCS, LLC	4754	1/31/2022	4911	OAKBROOK	DR	8	7	WHISPERING HILLS	R1	\$	100,000	2400
1 FAMILY, NEW CONSTRUCTION	BYRD BUILDING	5096	1/26/2022	2709	CRITTENDEN	DR	1	1	ASHTON GROVE ADD SEC 3	PUD	\$	1,000,000	6800
1 FAMILY, NEW CONSTRUCTION	OWNER	5499	1/11/2022	2230	HARRIET	RD	3	1	TEALL ADD	RE	\$	459,815	6535
1 FAMILY, NEW CONSTRUCTION	BOWERS CONSTRUCTION	5675	1/3/2022	2704	CRITTENDEN	DR	3	2	ASHTON GROVE ADD SEC 3	PUD	\$	1,099,050	6118
1 FAMILY, NEW CONSTRUCTION	SWIM & SONS, INC	5732	1/21/2022	1240	HONEYBEE	CT	32	2	FROST CREEK ADD	PUD	\$	303,000	4762
1 FAMILY, NEW CONSTRUCTION	HOME CREATIONS, INC.	71	1/19/2022	2009	CADE	CT	18	6	SUMMIT VALLEY #2	R1	\$	211,590	3462
1 FAMILY, NEW CONSTRUCTION	HOME CREATIONS, INC	73	1/14/2022	2285	ARCADY	AVE	12	2	BELLATONA SEC. #3	R1	\$	164,070	2482
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	85	1/13/2022	115	SONORA	AVE	8	3	LITTLE RIVER TRAILS SEC #1	PUD	\$	405,830	4477
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	89	1/13/2022	621	MOUNT IRVING	WAY	11	1	RED CANYON RANCH SEC 7	PUD	\$	235,530	2617
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	90	1/13/2022	3101	WISTER	RD	1	1	GREENLEAF TRAILS ADD 11	PUD	\$	244,710	2719
1 FAMILY, NEW CONSTRUCTION	HOME CREATIONS, INC	230	1/31/2022	2212	ARCADY	AVE	10	5	BELLATONA SEC. #3	R1	\$	164,500	2622
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	235	1/27/2022	111	ALAMOGA	RD	1	5	LITTLE RIVER TRAILS SEC #2	PUD	\$	300,510	3339
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	237	1/27/2022	1021	MOUNT IRVING	WAY	1	1	RED CANYON RANCH SEC 7	PUD	\$	292,950	3255
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	241	1/27/2022	3007	WISTER	RD	12	3	GREENLEAF TRAILS ADD 11	PUD	\$	156,700	2694
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	242	1/27/2022	3145	WISTER	RD	9	1	GREENLEAF TRAILS ADD 11	PUD	\$	160,900	2418
1 FAMILY, NEW CONSTRUCTION	APPLE CONSTRUCTION, LLC	260	1/28/2022	2504	SUMMIT CROSSING	PKY	2	5	SUMMIT LAKES ADD #11	R1	\$	245,200	2939
1 FAMILY, NEW CONSTRUCTION	APPLE CONSTRUCTION, LLC	261	1/28/2022	2700	SUMMIT CROSSING	PKY	1	3	SUMMIT LAKES ADD #11	R1	\$	231,500	3159
1 FAMILY, NEW CONSTRUCTION	APPLE CONSTRUCTION, LLC	262	1/28/2022	2824	SUMMIT CROSSING	PKY	5	4	SUMMIT LAKES ADD #11	R1	\$	220,800	3169
1 FAMILY, NEW CONSTRUCTION	APPLE CONSTRUCTION, LLC	266	1/31/2022	2701	SUMMIT CROSSING	PKY	1	3	SUMMIT LAKES ADD #11	R1	\$	214,100	3246
1 FAMILY, NEW CONSTRUCTION	APPLE CONSTRUCTION, LLC	272	1/25/2022	520	SUMMIT POINT	LN	1	1	SUMMIT LAKES ADD #11	R1	\$	200,000	2922
1 FAMILY, NEW CONSTRUCTION	APPLE CONSTRUCTION, LLC	273	1/25/2022	516	SUMMIT POINT	LN	2	1	SUMMIT LAKES ADD #11	R1	\$	228,300	3169
1 FAMILY, NEW CONSTRUCTION	APPLE CONSTRUCTION, LLC	280	1/28/2022	900	SUMMIT POINT	CT	2	7	SUMMIT LAKES ADD #11	R1	\$	200,000	2922
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	286	1/31/2022	3139	WISTER	RD	8	1	GREENLEAF TRAILS ADD 11	PUD	\$	149,200	2178
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	286	1/31/2022	3027	WISTER	RD	7	3	GREENLEAF TRAILS ADD 11	PUD	\$	155,200	2143
1 FAMILY, NEW CONSTRUCTION	HOME CREATIONS, INC	300	1/28/2022	2213	ARCADY	AVE	10	2	BELLATONA SEC. #3	R1	\$	168,000	2478
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	349	1/31/2022	1118	ZARA	ST	6	2	TRAILWOODS SEC 12	PUD	\$	206,610	2329
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	351	1/31/2022	2910	GULLIVER	ST	7	3	TRAILWOODS SEC 12	PUD	\$	208,900	2322
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	361	1/31/2022	3031	WISTER	RD	6	3	GREENLEAF TRAILS ADD 11	PUD	\$	160,000	2628
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	362	1/31/2022	911	MOUNT IRVING	WAY	8	1	RED CANYON RANCH SEC 7	PUD	\$	237,510	2639
1 FAMILY, NEW CONSTRUCTION	HOME CREATIONS, INC	5545	1/4/2022	2135	ARCADY	AVE	1	3	BELLATONA SEC. #3	R1	\$	184,500	2571
1 FAMILY, NEW CONSTRUCTION	HOME CREATIONS, INC	5547	1/4/2022	2201	ARCADY	AVE	13	2	BELLATONA SEC. #3	R1	\$	171,500	2214
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	5670	1/8/2022	2919	CARETTA	CT	9	3	TURTLE CROSSING	PUD	\$	136,254	1911
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	5671	1/8/2022	2914	CARETTA	CT	8	3	TURTLE CROSSING	PUD	\$	136,733	1804
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	5682	1/3/2022	1113	PIPER	ST	8	1	TRAILWOODS SEC 12	PUD	\$	2329	
1 FAMILY, NEW CONSTRUCTION	C.A. MCCARTY CONSTRUCTION LLC	15	1/14/2022	3913	MONTELENA	CT	4	1	BROOKHAVEN #61	R1	\$	790,000	4079
SEASONAL STORAGE CONTAINER	LIN, XING	378	1/28/2022	3506	WELLSTE	DR	84	7	NORTHEDGE IND PARK #3	R1	\$	-	0
TEMPORARY ROLL-OFF, OTHER	KRG NORMAN UNIVERSITY II, LLC	269	1/24/2022	1431	24TH	AVE	1	1	UNIVERSITY NORTH PARK SEC 5	PUD	\$	-	0
TEMPORARY ROLL-OFF, OTHER	WALMART	283	1/24/2022	333	INTERSTATE	DR	1	1	TEST#2	C3	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	YANDELL, JEREMY WAYNE & NICKI	26	1/4/2022	6713	LAGO RANCHERO	DR	9	1	LAGO RANCHERO	A2	\$	-	10
TEMPORARY ROLL-OFF, RESIDENTIAL	HUSKEY, BENJAMIN	61	1/6/2022	710	E EULFAULA	ST	4	56	NORMAN, ORIGINAL TOWNSHIP	R2	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	KNIGHT, DERRICK	100	1/1/2022	700	SPRINGWOOD	LN	7	4	SPRING BROOK	R1	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	HOOPER, MIKE D	118	1/12/2022	221	\$ COOK	AVE	32	2	RUCKERS SECOND	R1	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	BIVENS, JEFFREY D&ELIZABETH E	208	1/19/2022	3615	24TH	AVE	10	2W	NOT SUBDIVIDED	A2	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	WRIGHT, PATRICK A	222	1/19/2022	1220	CROSSROADS	CT	3	1	CROSSROADS WEST #2	R1	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	MORRIS, STELLA M	254	1/21/2022	4015	STRATFORD	LN	12	1	BROOKHAVEN #67	NA	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	HEITZ, R J SR-LIV-REV TR	288	1/24/2022	1010	E INDIAN HILLS	RD	5	2W	NOT SUBDIVIDED	A2	\$	-	0
TEMPORARY ROLL-OFF, RESIDENTIAL	LONG, ROBERT C	304	1/27/2022	123	\$ COOK	AVE	26	2	RUCKERS CHURCH ADD #2	NA	\$	-	0
TOTAL PERMITS (EXCLUDING TEMP ROLL-OFF) 114 AVERAGE VALUATION \$ 141,744 TOTAL VALUATION \$ 16,168,899 AVERAGE PROJECT AREA \$ 1,810 TOTAL PROJECT AREA \$ 199,093													
Permit Type Permit Counts Unit Count Valuation													
1 & 2 FAMILY, STORM SHELTER 25 \$ 92,190													
1 & 2 FAMILY, ADD OR ALT 4 \$ 95,801													
1 & 2 FAMILY, CARPORT 0 \$ -													
1 & 2 FAMILY, FIRE REPAIR 1 \$ -													
1 & 2 FAMILY, PAVING 14 \$ 20,000													
1 & 2 FAMILY, SOLAR 4 \$ 344,293													
1 & 2 FAMILY, STORAGE BLDG 5 \$ 156,458													
1 & 2 FAMILY, SWIMMING POOL 11 \$ 284,290													
1 FAMILY, MANUFACTURED HOME REPLACEMENT 1 \$ 811,535													
1 FAMILY, MANUFACTURED HOME NEW 0 \$ 89,635													
1 FAMILY, NEW CONSTRUCTION 49 \$ 14,264,557													
2-FAMILY, NEW CONSTRUCTION 0 \$ -													
3-FAMILY, NEW CONSTRUCTION 0 \$ -													
3-FAMILY, FIRE REPAIR 0 \$ -													
3-FAMILY, FOUNDATION 0 \$ -													
3-FAMILY, ADD/ALT 0 \$ -													
GROUP QUARTERS 0 \$ -													
GROUP QUARTERS 0 \$ -													
GROUP QUARTERS 0 \$ -													
TOTAL 114 \$ 16,168,899													
Permit Type Permit Counts													
RESIDENTIAL STORAGE CONTAINER 0													
TEMPORARY ROLL-OFF, RESIDENTIAL 9													
TEMPORARY ROLL-OFF, OTHER 2													
SEASONAL STORAGE CONTAINER 1													
DEMOS-RESIDENTIAL NET # DU													
TOTAL DEMO-NET DWELLING UNITS 0													

POLICE 11



Administrative Summary



January 2022 Summary

Reported Crime	Current Month			Year-To-Date		
	2022	MONTH 5YR AVG	2021	2022	YTD 5YR AVG	2021
Murder	1	0	0	1	0	0
Sexual Assaults	14	12	10	14	12	10
Robbery	2	5	2	2	5	2
Agg. Assault	17	15	18	17	15	18
Burglary of Building	49	49	39	49	49	39
Larceny/Theft	208	230	263	208	230	263
Motor Vehicle Theft	34	33	42	34	33	42
Arson	0	0	0	0	0	0
Kidnapping	1	2	3	1	2	3
Fraud	56	61	76	56	61	76
DUI/APC	26	32	19	26	32	19
Public Intoxication	37	46	28	37	46	28
Runaways	25	21	18	25	21	18
Drug Violations	32	75	32	32	75	32
Intimidation/Threats/Harrasement	32	29	39	32	29	39
Forgery	10	14	5	10	14	5
Vandalism	69	76	85	69	76	85
Others	379	419	449	379	419	449
Total Reported Crime:	768	822	849	768	822	849

Other Reported Activity	2022	MONTH 5YR AVG	2021	2022	YTD 5YR AVG	2021
Public Peace Reports	161	182	195	161	182	195
Warrants Served	63	113	84	63	113	84
Other Reports Totals:	224	295	279	224	295	279

Total Case Reports: 857 989 983 857 989 983

** Public Peace reports include: Animal Bite, Found Property, Recovery/Other Agency Vehicles, Mental Case, Unattended Death and Other

Arrest Data	2022	MONTH 5YR AVG	2021	2022	YTD 5YR AVG	2021
On-View	245	358	262	245	358	262
Summoned/Warrant Request	77	69	73	77	69	73
Warrant/Taken into Custody	50	91	67	50	91	67
All Others (EXPUNGED)	0	7	2	0	7	2
Total Arrests:	372	527	404	372	527	404

Protective Custody (Mental Health)	2022	MONTH 5YR AVG	2021	2022	YTD 5YR AVG	2021
On-View	57	96	87	57	96	87

Call for Service	2022	MONTH 5YR AVG	2021	2022	YTD 5YR AVG	2021
Norman Fire	1582	1287	1401	1582	1287	1401
Little Axe Fire	20	13	12	20	13	12
EMSSTAT	2041	1619	1787	2041	1619	1787
Norman Police	5602	7295	6068	5602	7295	6068
Total CFS:	9,245	10,213	9,268	9,245	10,213	9,268

Police Only CFS	2022	MONTH 5YR AVG	2021	2022	YTD 5YR AVG	2021
CFS - Citizen Initiated	4,326	4,493	4,321	4,326	4,493	4,321
CFS - Officer Initiated	1,265	2,795	1,743	1,265	2,795	1,743
Total Police Only CFS:	5,591	7,288	6,064	5,591	7,288	6,064

Citations & Warnings:	2022	MONTH 5YR AVG	2021	2022	YTD 5YR AVG	2021
Traffic Citations	262	1,319	606	262	1,319	606
Warnings	577	1,608	991	577	1,608	991
Parking Citations	433	683	240	433	683	240
Total Citations & Warnings:	1,272	3,610	1,837	1,272	3,610	1,837

Collisions	2022	MONTH 5YR AVG	2021	2022	YTD 5YR AVG	2021
Fatality	0	1	0	0	1	0
Injury	52	46	46	52	46	46
Non-Injury	113	109	74	113	109	74
Total Collisions:	165	156	120	165	156	120

Total Num Injured in Collisions: 68 69 69 68 69 69

Report Date: 2/8/2022

** Five Year Average based on 2016/2017/2018/2019/2021 datasets
 ** 2020 Data not used in 5YR Average due to Covid influences

Sexual Assaults include: Forcible Rape(11A), Forcible Sodomy(11B), Sexual Assault w/Object(11C), Forcible Fondling(11D)
 Larceny/Theft include: Larceny: Purse-snatching (23B), Pocket-picking (23A), Shoplifting (23C), Larceny from Building (23D), Larceny from Coin-operated machine or device (23E), Larceny from Motor Vehicle (23F), Larceny of Motor Vehicle Parts or Accessories (23G), Larceny All Other (23H)
 Fraud include: Fraud: False Pretenses/Swindle/Confidence Game (26A), Credit Card/ATM Fraud(26B), Impersonation(26C), Wire Fraud(26E)
 DrugViolations include: Drug Equipment Violations(35B), Drug/Narcotic Violations(35A)

ANIMAL CONTROL 11A

Norman Animal Welfare Monthly Statistical Report January 2022



IN SHELTER ANIMAL COUNTS

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Beginning	46	20	66	78	35	113	47	71%
Ending	38	6	44	87	18	105	61	139%

ANIMAL INTAKES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Stray at Large	63	19	82	100	40	140	58	71%
Owner Relinquish	6	6	12	13	22	35	23	192%
Owner Intended Euth	0	0	0	0	0	0	0	
Transfer In	1	10	11	0	0	0	(11)	-100%
Other Intakes*	11	6	17	15	0	15	(2)	-12%
Returned Animal	9	1	10	8	2	10	0	0%
TOTAL LIVE INTAKES	90	42	132	136	64	200	68	52%

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

OTHER STATISTICS

	2021		2022		Comparisons	
	Total		Total		Difference	Percent
Wildlife Collected (DOA)	13	13	0	0	(13)	-100%
Dog Collected (DOA)	2	2	1	1	(1)	-50%
Cat Collected (DOA)	0	0	4	4	4	
Wildlife Transferred	1	1	1	1	0	0%
Intake Horses	0	0	0	0	0	
Intake Cows	0	0	0	0	0	
Intake Goats	0	0	0	0	0	
Intake Sheep	0	0	0	0	0	
Intake Rabbits	0	0	2	2	2	
Intake Pigs	0	0	2	2	2	
Intake Other	0	0	0	0	0	
TOTAL OTHER ITEMS	16	16	10	10	(6)	-38%

LENGTH OF STAY (DAYS)

	2021	2022
Dog	11.7	17.3
Puppy	8.3	9.5
Cat	11.3	10.3
Kitten	7.1	4.4

OWNER SURRENDER PENDING INTAKE

	Canine	Feline	Other	Total
Animals	128	17	0	145

Norman Animal Welfare Monthly Statistical Report January 2022



LIVE ANIMAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Adoption	42	42	84	54	63	117	33	39%
Return To Owner	35	4	39	28	4	32	(7)	-18%
Transferred Out	18	2	20	41	8	49	29	145%
Returned to Field	0	6	6	0	4	4	(2)	-33%
Other Outcome	0	0	0	0	0	0	0	
TOTAL LIVE OUTCOMES	95	54	149	123	79	202	53	36%

OTHER ANIMAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Died in Care	1	0	1	1	1	2	1	100%
Lost in Care	0	0	0	0	0	0	0	
Shelter Euth	2	1	3	3	1	4	1	33%
Owner Intended Euth	0	0	0	0	0	0	0	
TOTAL OTHER OUTCOMES	3	1	4	4	2	6	2	50%

TOTAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Total Live Outcomes	95	54	149	123	79	202	53	36%
Total Other Outcomes	3	1	4	4	2	6	2	50%
TOTAL OUTCOMES	98	55	153	127	81	208	55	36%

SHELTER EUTHANASIA DATA

	Canine	Feline	Other	Total	Percentage
Medical - Sick	2	1	0	3	75%
Medical - Injured	0	0	0	0	0%
Behavior - Aggressive	1	0	0	1	25%
Behavior - Other	0	0	0	0	0%
TOTAL EUTHANASIA	3	1	0	4	

MONTHLY LIVE RELEASE RATE

2021	2022
97.4%	97.1%

Live Outcomes / (Total Outcomes - Owner Int Euth)



Monthly Service By Assignment

August 2021 to January 2022

Norman Animal Welfare Volunteers (ALL)

Place	Assignment	Aug 2021 Hours	Sep 2021 Hours	Oct 2021 Hours	Nov 2021 Hours	Dec 2021 Hours	Jan 2022 Hours	Total Hours
Norman Animal Welfare Center	Community Services-NAWC	415:45	202:00	234:00	187:00	324:45	0:00	1,363:30
	NAWC-Bather / Groomer	5:46	2:00	1:40	3:58	0:00	0:00	13:24
	NAWC-Beautification Volunteer	0:00	0:00	0:00	0:00	0:00	0:00	0:00
	NAWC-Cat Socializer	22:47	28:22	30:01	23:44	28:25	20:54	154:13
	NAWC-Community Outreach Volunteer	0:00	0:00	0:00	0:00	0:00	0:00	0:00
	NAWC-Dog Handler	52:38	42:02	66:23	60:53	69:12	16:12	307:20
	NAWC-Foster Program	72:00	58:00	53:00	21:00	19:00	16:00	239:00
	NAWC-Kennel Assistant	0:00	0:00	0:00	0:00	0:00	0:00	0:00
	NAWC-Laundry	6:04	8:02	11:01	7:31	2:34	1:36	36:48
	NAWC-Lobby Greeter	0:00	0:00	0:00	0:00	0:00	0:00	0:00
	NAWC-Orientation	2:00	12:00	3:00	5:00	6:00	0:00	28:00
	NAWC-Photographer	0:00	0:00	0:00	0:00	0:50	1:00	1:50
	Other Volunteer Services	0:00	0:00	0:00	0:00	0:00	0:00	0:00
	Veterinarian Assistant Tech	0:00	0:00	0:00	0:00	0:00	0:00	0:00
Total		577:00	352:26	399:05	309:06	450:46	55:42	2,144:05
Grand total		577:00	352:26	399:05	309:06	450:46	55:42	2,144:05

PUBLIC WORKS 12

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

ENGINEERING DIVISION

DEVELOPMENT

The Development Manager processed no Final Plats to the Development Committee; one (1) Rural Certificate of Survey and Three (3) Preliminary Plats for Planning Commission and one (1) Certificate of Survey, (5) Preliminary Plats, (2) Final Plats and one (1) Closure to City Council. The Development Engineer reviewed 19 sets of construction plans and 4 punch lists. There were 164 permits reviewed and/or issued. Fees were collected in the amount of \$26,115.07.

CAPITAL PROJECTS:

Robinson Street West of I-35 Widening Project:

The Oklahoma Department of Transportation (ODOT) conducted a bid opening on November 19, 2020, for the Robinson Street West of I-35 Project, located from I-35 to west of Rambling Oaks Drive/Cross Roads Boulevard intersection. The low bidder was Redlands Contracting, L.L.C. of Warr Acres, Oklahoma in the amount of \$5,025,867.62. ODOT awarded this project at the December 7, 2020, Transportation Commission Meeting. Redlands started construction on Monday, April 5, 2021. This project has a 270-calendar day construction schedule. Taking into account weather days, staff estimates a March 2022 completion. ODOT is administering the construction of this project because federal transportation funds are being used.

The project involves the following items:

- Widen Robinson Street for the addition of right turn and left turn lanes
- Relocate & reconfigure Interstate Drive/Robinson Street intersection east of current location
- Improvements to Crossroads Boulevard/Rambling Oaks Drive/Robinson Street intersection
- New street lights, traffic signals, street signs and traffic signal interconnect along the project
- Interstate 35 on and off ramp reconstruction south of Robinson Street
- Continuous sidewalks and accessibility
- Stormwater improvements

The contractor's activities this month were as follows:

- Completed concrete pavement installation, sidewalk and ramp installation, and permanent pavement markings on Phase 4A, the south leg of Rambling Oaks Drive.
- Completed Phase 5, adding the raised median on Robinson St. between Crossroads Blvd. and Interstate Dr.

Porter Avenue and Acres Street Intersection 2019 Bond Project:

The City of Norman conducted a bid opening on October 1, 2020, for the Porter Avenue and Acres Street Intersection 2019 Bond Project. The low bidder was Rudy Construction Co. of Oklahoma City, Oklahoma in the amount of \$2,600,996.65. The Norman City Council awarded the project at the October 27, 2020 City Council Meeting. A pre-construction meeting occurred November 12, 2020 and construction began on November 17, 2020. This project has a 270-calendar day construction schedule. Taking into account weather days, staff estimates a December 2021 completion. The City of Norman Public Works Department is administering the construction of this project with the aid of inspectors from the Norman Utilities Authority.

The project involves the following items:

- Revised geometry of the intersection to enhance traffic operations and pedestrian safety
- New traffic signals with ADA compliant ramps and crossings.
- New storm water structures meeting current City of Norman codes and ordinances
- Dedicated left turn lanes to enhance traffic operations
- Reconfigured Daws Street to accommodate intersection improvements at Porter and Acres
- Waterline utility relocations as needed to accommodate intersection improvements
- New ADA compliant pedestrian sidewalks adjacent to the roadway
- Streetscape elements including decorative sidewalks, lighting, and landscaping

The contractor's activities this month were as follows:

- *Signals and striping complete on 1-31-22*
- *Project Substantially Complete on 1-31-22*
- *Performed final inspection and created punch list on 1-31-22*
- *Awaiting delivery and install by OG&E of street light luminaires for west side of Porter Avenue*
- *Roadway and signals are open and fully operational*

*Monthly Progress Report
Public Works (January 2022)*

STREET MAINTENANCE BOND PROJECTS:

2022 Urban Concrete

Bid 2

During the month of December, A-Tech Paving continued select concrete panel replacement in the Westfield Manor Addition on Berry Road between Boyd Street and Lindsey Street between Wards 2 and 4.

Imhoff Bridge Emergency Repairs Project

On Thursday, July 29, 2021, City Staff were made aware of the failure of the southeast wing wall attached to the West Imhoff Road Bridge, NBI No. 18958. Upon initial inspections performed by City Staff, the condition of the bridge was found to be severe enough to warrant immediate closure.

On August 10, 2021, Haskell Lemon Construction Co., mobilized to the West Imhoff Road Bridge to begin removing the debris from the channel that was restricting the flow of Imhoff Creek which was part of the original scope of work listed in the FYE 2022 Bridge Maintenance Program contract. On August 11, 2021, Haskell Lemon Construction Co., investigated spalling on the northwest wing wall that was also identified in the FYE 2022 Bridge Maintenance Program contract scope. During their investigations a large portion of concrete came loose exposing the joint between the wing wall and the bridge structure. The wing wall was found to have approximately 1.5" of separation from the bridge structure with no reinforcing tie-ins. This wing wall has three (3) utility lines routed through it: a sanitary sewer line, a 4" gas line, and a potable water line. The wing wall is in danger of a full-scale failure, which failure would affect these three utilities as well as the structure's stability.

On August 14, 2021, City Council declared the situation at the Bridge to be an emergency.

During the month of January, Haskell Lemon Construction Co. completed the installation of the drainage structure on the South side of the bridge and completed all concrete removals on the North side of the bridge.

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 90% 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.

PUBLIC TRANSIT

Public Transit Response to COVID-19 (coronavirus)

Below are actions that have continued to be taken by City and EMBARK staff altering transit service in response to COVID-19.

- Enhanced cleaning of vehicles.
- Suspended operations of route 144-Social Security.
- Limited capacity on fixed route and paratransit busses. (increased fixed route on December 5)
- Mandatory face coverings while using transit services, a federal requirement on public transit (expiration date extended from January 18, 2022 to March 18, 2022).

Battery Electric Bus Purchases

The City is currently in the process of purchasing 2 battery electric busses. A group of transit staff members visited the manufacture's facility at the beginning of November to perform a pre-production meeting. Staff anticipates receiving these vehicles in August/September 2022. Below is background information on both battery electric bus projects:

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

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 exploratory work on the next steps as recommended in the plan. Work this past month includes:
 - The acquisition of property downtown, 318-320 Comanche Street, to be used as a transit center, which Council approved the purchase sale agreement on January 18. The City and the seller are still working through the sale process. Once completed, the City will begin working with consultants to design the site into a new, City transit center.
 - On October 1, 2021 ACOG announced the grant cycle for their Air Quality Small Grant Program was open. 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. Staff submitted an application 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 13, 2022 the ACOG MPO Technical Committee recommended a list of projects be approved for funding, of which the City's was one of them. Then the ACOG MPO Policy Committee reviewed the list of projects on January 27, 2022 and approved them for funding. City staff will now work with ACOG on a contract agreement for the project and bring it to Council for review and approval at a future Council meeting.
 - Staff are also working with Nelson/Nygaard, the consultant that worked with the City to create the Go Norman Transit Plan, to bring an amendment to their contract to Council for consideration. This amendment would be make minor changes to the Go Norman Transit Plan to reflect the property at 318-320 Comanche Street to be used as a Transit Center, rather than The Depot.

*Monthly Progress Report
Public Works (January 2022)*

Construction of the Transit Operations and Maintenance Facility

The North Base Complex, Phase 1 project was awarded to Flintco, LLC in the amount of \$8,648,000 on October 13, 2020. This project includes construction of the Transit/Fire Maintenance Facility and Parks Maintenance Facility at the North Base Complex. The Notice to Proceed was issued on November 2, 2020, and a groundbreaking ceremony was held on the same day. It is estimated that the project will be completed in December 2021.

The project involves the following items:

- Construction of New Transit/Fire Maintenance Building and Parks Maintenance Building
- Utility Extension to serve the new complex
- New storm water structures meeting current City of Norman codes and ordinances
- Construction of paved parking & storage areas to serve the Operations and Maintenance Facilities
- Revisions to secured access to the North Base Facility.

The contractor's activities this month were as follows:

- *Completed west entry and gate*
- *Continued startup of building MEP*
- *Installed Networking equipment*
- *Polished concrete flooring in both buildings complete*
- *Fence construction complete*
- *Security and Access system installation complete*
- *Office furniture installed in Transit/Public Safety building*
- *EV and CNG equipment installation has begun*
- *Substantial completion granted on 1-22-22 for both buildings*
- *Temporary certificates of occupancy for Transit/Public Safety and Parks buildings issued 1-22-22*
- *Transit/Public Safety building occupied and operational on 1-22-22*
- *Final punch list compiled and provided to Flintco*
- *Site trees installed*
- *Various training sessions for staff covering systems and equipment operations.*

Transit Monthly Performance Report

Attached is the transit performance report for December 2021.

STREETS DIVISION

CAPITAL PROJECTS:

72ND AVENUE NW: FRANKLIN ROAD TO SOUTH END

Streets crews worked an overlay at 72nd Avenue NW: Franklin Road to South End and required 3,076.73 tons of asphalt for the repair.

TOWN AND COUNTRY ESTATES-NORTH WESTCHESTER AVENUE TO NORTH SHERRY AVENUE

Streets crews replaced damaged concrete panels on Town and Country Estates-North Westchester Avenue to North Sherry Avenue. This repair required 118 cubic yards of concrete and resulted in over 416 square yards repaired.

SEQUOYAH TRAIL (VALLEY GUTTER PROGRAM)

Streets crews worked valley gutter repair at Sequoyah Trail and required 36.50 cubic yards of concrete for curb and gutter repair.

OTHER:

SNOW AND ICE OPERATIONS

Spread 30 tons of salt mix and 10,000 gallons of brine mixture during snow and ice operations.

ROUTINE POTHOLE PATCHING OPERATIONS

This month approximately 5.01 tons of asphalt was utilized in routine pothole patching operations.

*Monthly Progress Report
Public Works (January 2022)*

STORMWATER

WORK ORDER RESPONSE

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

INFRASTRUCTURE MAINTENANCE

The Infrastructure Maintenance crew repaired a leaking stormwater pipe joint in Songbird Park. The Infrastructure Maintenance crew helped the Parks Department by installing a drainage pipe into an inlet box for the Woodslawn Park drainage project. The Infrastructure Maintenance Crew completed an stormwater inlet apron replacement at 3800 Tecumseh Drive. The crew finished an inlet box replacement project at 1302 Quail Hollow Drive. The crew also set and tore down the stormwater display at the Home and Garden show for COSWA. The Infrastructure Maintenance crew checked 132 inlets and cleaned 119 inlets totaling 1 tons of debris removed from street inlets.

CHANNEL MAINTENANCE

The Channel Maintenance crew removed drifts and cleared debris from several locations along Merkle, Armory, Colonial North, Bishop, Saddleback and Hollywood Chanel, which resulted in 13 tons of debris removed. The Channel Maintenance Crew removed debris at the Robinson pump station flume totaling 49 tons. The Channel Maintenance crew also removed 1.5 tons of debris and sediment at Willow Grove. The Maintenance crew removed two aquatic rodent dams from Havenbrook and 36th and Tecumseh. The crew mowed 57,925 sqft of channel bank. The crew checked 46 inlets and cleaned 21 inlets totaling .5 tons of debris removed from street inlets.

URBAN STREET SWEEPING/CAMERA VAN OPERATIONS

A total of 331 lane miles were swept in January resulting in the removal of approximately 93.35 tons of debris from various curb lined streets throughout the city. The crew checked 206 inlets and cleaned 92 inlets totaling 1.5 tons of debris removed.

STORMWATER OKIE LOCATES

During the month of January, 2622 Call 811 Okie Spots were received. Of those requests, 85 were stormwater pipe locates, 42 were marked, and 382 were referred to other departments.

CONSTRUCTION SITE STORMWATER MANAGEMENT

Performed 74 inspections of 119 active sites.

Issued 0 citations and 0 NOV to active sites.

Issued 2 Earth Change Permits to new projects.

MS4 OPERATIONS

Received and responded to 9 citizen calls.

Conducted 25 outfall inspections.

Conducted 3 detention/retention pond inspections.

On January 19 through January 24, the Stormwater Division participated in the Home and Garden Show, in partnership with Central Oklahoma Storm Water Alliance, by transporting and setting up a rain barrel display, and providing educational materials for distribution.

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.

Monthly Progress Report
Public Works (January 2022)

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

MAINTENANCE REPORT

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

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

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

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

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

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

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

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

PRODUCTIVITY REPORT

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

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

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

January 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... 1
 *Final Plats..... 0
 *Preliminary Plats..... 3
 *Short Form Plat..... 0
 *Center City Form Based Code.. 0
 *Concurrent Constr. Request..... 0

City Council Review:

Certificate of Survey..... 1
 Preliminary Plat..... 5
 Final Plats 2
 Certificate of Plat Correction..... 0
 Encroachment..... 0
 Easements..... 0
 Closure..... 1
 Release of Deferral..... 0

\$ 13,610.00

Development Committee:

Final Plats..... 0

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

\$0.00

Subtotal:

\$13,610.00

\$1,420.00

\$48,940.00

Permits Reviewed/Issued:

(includes Offsite Construction fees)

**Single Family..... 49
 ***Commercial..... 9
 Multi-Family..... 0
 Addition/Alteration..... 19
 House Moving..... 3
 Paving Only..... 12
 Storage Building..... 7
 Swimming Pool..... 9
 Storm Shelters..... 26
 Public Improvements..... 3
 Temporary Encroachments..... 0
 Fire Line Pits/Misc..... 1
 Franchise Utilities 25
 Other revenue 0
 Flood Plain (@\$100.00 each)..... 1

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

	\$0.00	\$0.00	
	\$100.00	\$0.00	\$1,300.00
Total Permits.....	\$12,405.07	\$3,877.71	\$36,880.37
Grand Total.....	\$26,115.07	\$5,297.71	\$87,130.37
****Construction Plan Review Occurrences	19	21	158
*****Punch Lists Prepared.....	4	4	34

* 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

January 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	4	100%
<i>PI #10</i> SINGLE FAMILY BLDG PERMIT REVIEW W/I 3 DAYS	49	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	19	100%
<i>PI #13</i> FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS	1	100%

EMBARK NORMAN

PERFORMANCE REPORT

City of Norman
Public Works Department



Item 3.

Summary of Services Table: December 2021

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

EMBARK Norman Service Summary	ADP Dec FY22	FY22 YTD	FY21 YTD	Service Profile	Dec FY22	Dec FY21	Nov FY22
Fixed Routes (M-F)	833	115,323	91,491	Weekdays	23	20	21
Fixed Routes (Sat)	366	9,215	6,052	Saturdays	3	4	5
PLUS (M-F)	74	10,039	7,724	Gamedays	0	1	2
-Zone 1*	58	7,931	6,146	Holidays	1	2	0
-Zone 2**	17	2,108	1,578	Weather	0	0	1
PLUS (Sat)***	16	366	244	Fiscal YTD Days	154	123	103
				Cal. YTD Days	307	277	281

* 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	124,538	265,054	▲
# of Norman paratransit trips provided	10,405	19,000	●
% of on-time Norman paratransit pick-ups	98.27%	95.00%	●
# of Norman bus passengers per service hour, cumulative	13.01	13.14	●
# of Norman bus passengers per day, average	809	N/A*	N/A*
% of Norman required paratransit pick-ups denied due to capacity	0.02%	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

Item 3.

STREET DIVISION					
	FYE 2022 January 2022	FYE 2022 January 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 (tons of material used)	100% 5.01	100%	100% 54.50	100%	95%
Overlay/pave 10 miles per year.	1.00	10%	12.25	123%	100%
Replace 2,000 square yards of concrete pavement panels	381.00	19%	2,158.00	108%	100%
Grade all unpaved alleys two (2) times per year. (approximately 210 blocks)	20.00	5%	99.50	24%	100%
Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year	-	0%	12,839,148.50	101%	100%
Mow 148 miles of Rural Right-of-way three times per year	-	0%	1,064.00	240%	100%
Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event	-	0%	-	0%	0%
Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event	-	0%	-	0%	0%
Bridge - Maintain 5 non-deficient bridges in a year	-	0%	-	0%	0%
Bridge - Rehab 7 structurally deficient bridges per year through outside contract	-	0%	-	0%	0%
Bridge - Replace one functionally obsolete bridge per year	-	0%	-	0%	0%
Bond Program - Complete all selected projects for the bond year within the same fiscal year	-	0%	-	0%	0%

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2022

Item 3.

STORMWATER DIVISION					
	FYE 2022 January, 2022	FYE 2022 January, 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)	331.00	66%	3,089.00	51%	50%
Inspect and clean 100% of the urban drainage inlets three times per year. (approximately 5,000 locations)	588.00	6%	5,585.00	56%	70%
Mow 2,271,548 sq. feet of open drainage ways, six times per year	69,913.00	1%	3,999,444.00	29%	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.	2.00	95%	17.00		95%
Permit all floodplain activities as appropriate.	-	0%	13.00		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.	74.00	62%	689.00		100%
Respond to stormwater complaints within 24 hours of the time reported	12.00	100%	122.00		100%
Inspect City facilities identified as potential stormwater pollution sources.	-	0%	-		50%
Inspect stormwater outfalls.	-	0%	5.00		100%

PUBLIC WORKS FLEET DIVISION PM COMPLIANCE REPORT

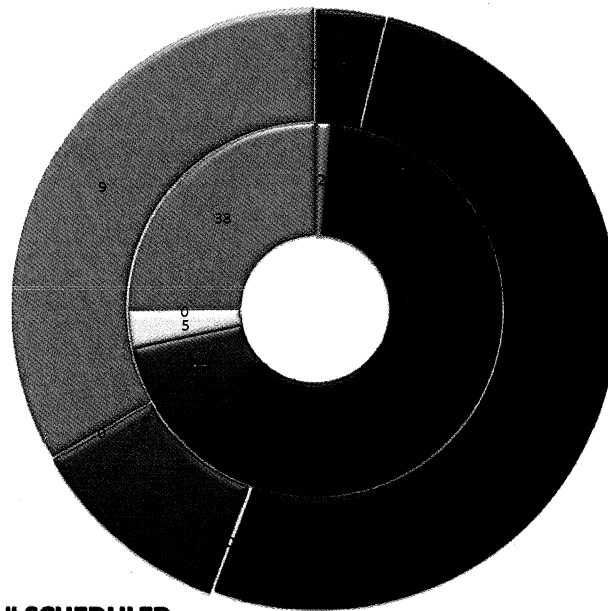
January FYE 2022

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										
988T	2001 W&W Trailer	Animal Control	2/1/2022	1/19/2022	-13	days	1/20/2022	Light Repair	PM-A	1/19/2021
PSST										
UTILITIES										
307H	2015 Indeco	Waterline Maintenance	2/1/2022	3/2/2021	-336	days	7/9/2021	Heavy Repair	PM-C	3/2/2020
309A	2020 Champion Compressor	Waterline Maintenance	2/1/2022	6/25/2021	-221	days	8/2/2021	Heavy Repair	PM-C	6/25/2020
333A	2015 Vanair Air Compressor	Waterline Maintenance	2/1/2022	11/18/2021	-75	Days	11/18/2021	Light Repair	PM-C	5/18/2021
SANITATION										
281T	2019 Holt Trailer	Commercial	2/1/2022	1/28/2021	-369	hours	3/19/2021	Heavy Repair	PM-A	1/27/2020
0237	2018 Peterbilt Frontloader	Commercial	6/14/1922	7888	-313	hours	1/6/2022	Heavy Repair	PM-C	9/20/2021
0267	2013 Mack Sideload	Residential	2/1/2022	1/11/2022	-21	days	1/12/2022	Heavy Repair	PM-N	1/23/2020
0267	2013 Mack Sideload	Residential	1753	1753	0	hours	1/11/2022	Heavy Repair	PM-SL	N/A
293T	2018 Titan Trailer	Waste	2/1/2022	1/7/2022	-25	days	1/20/2022	Heavy Repair	PM-A	7/9/2021
0292	2020 Peterbilt 389	Waste	119839	115589	-4250	miles	1/26/2022	Heavy Repair	PM-C	10/12/2021
PARK MAINTENANCE										
0437	2015 Pheonix 1800HD	Park Maintenance	2/1/2022	6/24/2021	-222	days	5/7/2021	Light Repair	PM-B	6/24/2020
0428	2007 Phoenix	Park Maintenance	2/1/2022	6/19/2021	-227	days	7/23/2021	Light Repair	PM-C	6/19/2020
0458	2002 Case Series C	Park Maintenance	2/1/2022	12/21/2021	-42	days	1/24/2022	Light Repair	PM-D	12/31/2018
PUBLIC WORKS										
111T	2018 Belshe Trailer	Streets	2/1/2022	1/4/22	-28	days	1/7/2022	Heavy Repair	PM-A	1/4/2021

PM Compliance Report January FYE 2022



- Finance
- Planning
- Public Works
- Police
- Fire
- Parks & Rec.
- PSST
- Human Resources
- Utilities

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

Department	Scheduled	Missed/Late	% Late
Finance	2	0	0.0%
Planning	1	0	0.0%
Public Works	48	1	2.1%
Police	41	14	34.1%
Fire	3	0	0.0%
Parks & Rec.	13	3	23.1%
PSST	5	0	0.0%
Human Resources	0	0	0.0%
Utilities	38	9	23.7%
Citywide Total	151	27	17.9%

**PUBLIC WORKS
FLEET DIVISION
ACTIVITY REPORT**

Item 3.

January 2022

IN GALLONS		FYE 2022		FUEL REPORT	
		<u>UNLEADED PURCHASED</u>	<u>DIESEL PURCHASED</u>	<u>CNG PURCHASED</u>	
Internal pumps		13,712.00	13,457.00	16,846.72	
Outside - sublet		1,141.00	629.00	4,971.23	
TOTAL		14,853.00	14,086.00	21,817.95	
		<u>UNLEADED CONSUMED</u>	<u>DIESEL CONSUMED</u>	<u>CITY CNG CONSUMED</u>	<u>PUBLIC CNG CONSUMED</u>
TOTAL Consumption		18,508.27	19,792.12	29,235.47	4,971.23

FYE 2022 TO DATE CONSUMPTION				
TOTAL Consumption	<u>UNLEADED CONSUMED</u>	<u>DIESEL CONSUMED</u>	<u>CITY CNG CONSUMED</u>	<u>PUBLIC CNG CONSUMED</u>
	136,037.07	146,800.62	230,401.73	30,822.48

INTERNAL PRICE PER GALLON:				EXTERNAL PRICE PER GALLON:			
UNLEADED	High	\$2.68	Low	\$2.33	UNLEADED	High	\$2.68
DIESEL	High	\$2.72	Low	\$2.46	DIESEL	High	\$2.72
CNG	High	\$0.84	Low	\$0.84	CNG	High	\$1.49

FASTER CONSUMABLE PARTS PURCHASED		PUBLIC CNG SALES	
REPAIR PARTS	\$57,187.43	Month Total Public CNG Sales	\$4,971
BATTERIES	\$2,067.04	FYE 2022 To Date Public Sales	\$30,822
OILS/FLUIDS	\$5,764.54	LIFE TO DATE CNG GAS GALLON EQUIVALENT	
TIRES	\$27,496.21	Total Sold Gallons Life To Date	994,458
SUBLET REPAIRS	\$10,264.31	Total Gross Sales Life To Date	\$1,427,207
TOTAL SPENT ALL parts/sublet	\$102,779.53	Life To Date CNG Gas Gallon Equivalent	
		Total Public/City Through-Put CNG Gallons @ Station	2,727,995

Light Shop				
ROAD SERVICE	5	1	1	44
EMERGENCY ROAD CALLS	3	3	1	45
PM SERVICES	90	93	85	780
INCLEMENT WEATHER	0	2	4	20
WORK ORDERS	238	231	237	2,121
SCHEDULED REPAIRS	100	107	114	876
NON SCHEDULED REPAIRS	70	69	73	592

Heavy Shop				
ROAD SERVICE	5	3	4	56
EMERGENCY ROAD CALLS	21	23	14	166
PM SERVICES	47	41	39	360
INCLEMENT WEATHER	1	0	0	2
WORK ORDERS	214	203	208	1,968
SCHEDULED REPAIRS	47	57	58	479
NON SCHEDULED REPAIRS	140	121	120	1,143

Transit Shop				
	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	1	1	2	21
EMERGENCY ROAD CALLS	0	0	0	1
PM SERVICES	9	12	17	87
INCLEMENT WEATHER	0	1	0	2
WORK ORDERS	61	78	73	569
SCHEDULED REPAIRS	9	12	17	76
NON SCHEDULED REPAIRS	42	60	54	431

PVT Shop				
	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	3			3
EMERGENCY ROAD CALLS	2			2
PM SERVICES	3			3
INCLEMENT WEATHER	0			0
WORK ORDERS	19			19
SCHEDULED REPAIRS	7			7
NON SCHEDULED REPAIRS	6			6

COMBINED SHOPS				
	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	14	11	5	115
EMERGENCY ROAD CALLS	26	24	26	204
PM SERVICES	150	146	146	1224
INCLEMENT WEATHER	1	1	3	25
WORK ORDERS	546	513	512	4782
SCHEDULED REPAIRS	164	156	176	1453
NON SCHEDULED REPAIRS	265	252	250	2211

**PUBLIC WORKS
FLEET DIVISION**
Technician Productivity
Report

FYE 2022

January 2022

MECHANIC	DIRECT LABOR HOURS	PRODUCTIVITY		INDIVIDUAL PRODUCTIVITY	
		GOAL	ACTUAL	DIFFERENCE	
# 001	133.56	72%	97.8%	25.8%	
# 002	132.96	72%	97.4%	25.4%	
# 003	102.73	72%	75.3%	3.3%	
# 004	64.67	72%	47.4%	-24.6%	
# 006	105.59	72%	77.4%	5.4%	
# 007	111.23	72%	81.5%	9.5%	
# 008	111.07	72%	81.4%	9.4%	
# 009	78.97	72%	57.9%	-14.1%	
# 010	97.50	72%	71.4%	-0.6%	
# 011	103.19	72%	75.6%	3.6%	
# 012	136.00	72%	99.6%	27.6%	
# 013	129.53	72%	94.9%	22.9%	
# 018	79.26	72%	58.1%	-13.9%	
# 021	135.60	72%	99.3%	27.3%	
# 028	131.44	72%	96.3%	24.3%	
# 031	65.01	72%	47.6%	-24.4%	
# 033	168.11	72%	123.2%	51.2%	
# 034	107.25	72%	75.0%	3.0%	
# 035	94.48	72%	66.1%	-5.9%	

DIRECT LABOR HOURS		2088.15
TOTAL AVAILABLE HOURS		2613.00
PRODUCTIVITY GOAL		72.0%
ACTUAL PRODUCTIVITY		79.9%

**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT**

January FYE 2022

Industry Standard Compliance: Not To Exceed 5%

Item 3.

Department/Division	Number of PMs Scheduled	Number of PMs			Current % PENDING	YearToDate Non-Compliance Trend
		Completed On Time	Number of PMs Completed LATE	Number of PMs Still Past Due		
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	2	2			0%	0%
PLANNING						
PLANNING	1	1			0%	0%
BUILDING INSPECTIONS					0%	0%
CODE COMPLIANCE					0%	0%
PUBLIC WORKS						
ENGINEERING	3	3			0%	19%
STREETS	16	15		1	6%	19%
STORMWATER	6	5	1		0%	50%
TRAFFIC	6	6			0%	17%
STORMWATER QUALITY					0%	0%
FLEET	17	17			0%	0%
TRANSIT					0%	200%
POLICE						
ANIMAL CONTROL	7	1	2	4	57%	125%
POLICE ADMINISTRATION	2		1	1	50%	75%
POLICE STAFF SERVICES	3	1	1	1	33%	167%
POLICE CRIMINAL INVESTIGATIONS	7	5	1	1	14%	41%
POLICE PATROL	18	9	3	6	33%	72%
POLICE SPECIAL INVESTIGATIONS	3		2	1	33%	100%
POLICE EMERGENCY COMMUNICATION	1	1			0%	0%
FIRE						
FIRE ADMINISTRATION	1	1			0%	133%
FIRE TRAINING					0%	29%
FIRE PREVENTION					0%	8%
FIRE SUPPRESSION	2	2			0%	0%
FIRE DISASTER PREPAREDNESS					0%	0%
PARKS & RECREATION						
PARK MAINTENANCE	13	8	2	3	23%	19%
PARKS & RECREATION					0%	0%
CUSTODIAL					0%	0%
FACILITY MAINTENANCE					0%	157%
PUBLIC SAFETY SALES TAX (PSST)						
PSST POLICE PATROL	4	4			0%	0%
PSST POLICE CRIMINAL INVESTIGATIONS					0%	0%
PSST FIRE SUPPRESSION	1	1			0%	0%
CDBG						
PLANNING CDBG					0%	0%
UTILITIES WATER						
UTILITIES ADMINISTRATION	1		1		0%	100%
WATER TREATMENT PLANT	1	1			0%	0%
WATER PLANT					0%	0%
WATER PLANT WELLS					0%	0%
WATER PLANT LAB					0%	0%
LINE MAINTENANCE ADMIN.					0%	0%
WATER LINE MAINTENANCE	6	3	1	2	33%	50%
UTILITIES INSPECTOR					0%	0%
UTILITIES WRF						
WRF ADMIN					0%	0%
WRF INDUSTRIAL	1	1			0%	400%
WRF BIOSOLIDS	4	3	1		0%	25%
WRF OPERATIONS					0%	0%
SEWER LINE MAINTENANCE	3	3			0%	0%
UTILITIES SANITATION						
SANITATION ADMINISTRATION					0%	0%
SANITATION RESIDENTIAL	9	4	2	3	33%	200%
SANITATION COMMERCIAL	4	2		2	50%	175%
SANITATION TRANSFER	8	6		2	25%	138%
SANITATION COMPOST					0%	0%
SANITATION RECYCLE					0%	0%
SANITATION YARD WASTE	1	1			0%	0%
CITYWIDE TOTAL	151	106	18	27	18%	19%

**FLEET MANAGEMENT
INVENTORY
January 2022**

FUEL

WESTWOOD GOLF	331.9	gallons	DIESEL	@	2.320	\$	770.01
WESTWOOD GOLF	516.9	gallons	UNLEADED	@	2.390	\$	1,235.39
NORTH BASE	1,515.3	gallons	UNLEADED	@	2.460	\$	3,727.61
NORTH BASE	8,219.3	gallons	DIESEL	@	2.570	\$	21,123.60
FIRE STATION #5	389.9	gallons	UNLEADED	@	2.680	\$	1,045.01
FIRE STATION #5	204.8	gallons	DIESEL	@	2.720	\$	557.06
FIRE STATION #6	324.8	gallons	DIESEL	@	2.660	\$	863.97
FIRE STATION #6	315.8	gallons	UNLEADED	@	2.620	\$	827.40
BULK TANKS	1,200.0	gallons	DIESEL	@	2.570	\$	3,084.00

TOTAL	GALLONS:	DOLLAR:
UNLEADED	2,737.9	\$ 6,835.41
DIESEL	10,280.8	\$ 26,398.63

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

JANUARY 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%	68	68	100%	495	495	100%
Provide information requested by citizens within 7 days	95%	68	68	100%	495	495	100%
Complete traffic engineering studies within 45 days.	99%	0	0	100%	15	15	100%
Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days.	95%	29	29	100%	321	321	100%
Worker Hours Per Gallon of Paint Installed.	0.80	Gallons	Worker Hours	Percentage	Gallons	Worker Hours	Percentage
		2	4	2.00	1661	551.75	0.33
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
		0.22	1	6.67	1.88	9	4.79
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%	93	93	100%
Response to reports on traffic signal malfunctions within one hour.	99%	Number of Reports	Goal Met	Percentage Met	Number of Reports	Goal Met	Percentage Met
		32	32	100%	136	136	100%
Response to reports of sign damage:	Percentage						
High Priority Stop or Yield Signs within one hour	99%	6	6	100%	42	42	100%
Lower Priority all other signs within one day	90%	45	45	100%	235	235	100%
Street Name Signs within two weeks	90%	27	27	100%	116	116	100%
Percent of work hours lost due to on the job injuries.	<.01%	Total Work Hours	Work Hours Lost	Percentage Met	Total Work Hours	Work Hours Lost	Percentage Met
		3200	0	0.00	22600	16	0.00

UTILITIES 13

LINE MAINTENANCE:Waterline Capital Projects

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

Barb Court: WA0358: - Staff will replace 570 feet of six-inch Ductile Iron with 6" C-900 PVC on Barb Court from Morren Drive to Crestland Drive. Staff has replaced 500 feet, estimate 30-45 days to completion.

Water Line Breaks – 19 in JanuarySewer Line Data

- Total obstruction service requests - 3
- Private Plumbing: 2
- City Infrastructure: 1
- Sanitary Sewer Overflows: 2 on private side

Lift Station D Flows:

- Days - 31
- Average daily flow: 1.06 MGD
- Total Monthly flow: 32.86 MG

UTILITIES ENGINEERING:

Line Maintenance Building (WA/WW0329)/WRF Storage Building (WW0318): 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.

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.

Design and permitting work is currently ongoing for the project. The Special Use Zoning was recommended for approval by Planning Commission. Floodplain permits were also obtained for both site locations. Council approved the zoning in November 2021. The next step is to complete the interconnection agreements with the utility companies. The required paperwork for the interconnections will be submitted after Council approval of items on January 18, 2022.

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 lines have been completed. The only remaining items of work are manhole coatings.

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.

Engineer: Staff with assistance from Lemke Surveying and Cardinal Engineering

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 once all materials were received and seven manholes have been replaced to-date.

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. Phase I and Phase II of the study are currently running and sampling is ongoing. The skid with the final advanced tertiary treatment process, Phase III of the study, was delivered to the WRF in early January 2022. Installation of the Phase III skid is ongoing and should be completed and tested, and plant staff trained on its operation by early February 2022. Upon completion, Phase III of the pilot study will run concurrently with Phases I and II and all three will be sampled and tested continuously until at least late Spring 2022 (and possibly into Summer of 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 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 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 at this point) 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 manufacturers 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.

Based on feedback from the meetings with centrifuge manufacturers, it appears that the current lead time on centrifuge manufacture is approximately 7 months (1.5 months to produce shop drawings + 0.5 months to review and approve shop drawings + 5 months to manufacture). Based on this long lead time and its likely impact on a traditional design-bid-build construction schedule, the project appears to be a good candidate for Construction Manager at Risk (CMaR) project delivery in which the CM could commence procurement of centrifuges immediately after award of Contract while Garver is concurrently completing final design and thus minimize time lost during construction while awaiting manufacture of centrifuges. Garver is currently preparing schematic drawings and a specification for centrifuges which along with Norman's standard CMaR front end documents should be sufficient to complete a CMaR RFP. Therefore, the CMaR RFP should be ready for release in February 2022. A CM would then be selected and contract awarded in March 2022. Procurement of centrifuges should be complete, shop drawings approved and manufacture commenced by May 2022. Final Design would then be complete in June 2022 and a Guaranteed Maximum Price (GMP) negotiated with CM in July 2022. Construction would commence in August 2022 with ample time to complete preliminary work before Centrifuge delivery in November 2022. Construction should be complete in Spring 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 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. Staff is working with the consultant for an amendment to the contract to complete this work.

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. 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, 2022. A design kickoff meeting convened in late June. Greeley Hansen submitted a draft Preliminary Engineering Report in November 2022 and they are currently incorporating comments into a final report. The November review meeting included a discussion of project delivery methods, and all parties agreed that Construction Manager at Risk (CMaR) was the best option for this project. First, it is believed that the phasing and scheduling of the work could open up several possible value engineering opportunities and having the Construction Manager on board during final design would ensure that these opportunities are properly and fully evaluated and, where costs savings are confirmed, quickly implemented. Moreover, over the past year or so, lead times on seemingly random construction materials and pieces of equipment have gotten extremely long. Having a Contractor on the project team would allow those items with long lead times to be identified and for advance procurements to be scheduled as needed so as to minimize delays to construction.

If CMaR is to be used: Greeley Hansen will submit their final Preliminary Engineering Report in January 2022. This report along with Norman standard CMaR front end documents will serve as the RFP, which would then be advertised in February 2022 and CM selected by March 2022. CMaR Contract would be awarded in April 2022 and, along with value engineering reviews, CM would immediately commence identifying equipment and construction materials with long lead times. The Procurement process for these materials would then commence in May 2022 with the intention of having equipment and materials delivered starting in July 2022 or whenever thereafter, they are needed to keep work on schedule. Final Design, with value engineering input from CM, would continue in the same time frame and should be complete in May 2022. Guaranteed Minimum Price (GMP) would be negotiated during June 2022, and Contract Amendment with approved GMP executed in late June 2022 or early July 2023 with construction commencing immediately thereafter. Construction will be complete in June 2023.

If traditional design/bid/build project delivery is to be used: Project would be advertised in late May 2022, bids opened in June 2022 and awarded in July 2022. Construction would then continue until August 2023 (and possibly longer depending on impact of current supply chain issues).

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 have been signed by the Contractor and Engineer, which are set to be approved by Council on February 22, 2022.

Item 3.

Engineer: Cardinal Engineering.

Waterline Transmission: Robinson Avenue Water Line Replacement (Phase III) – 24th Avenue NW to Flood Ave (WA0242): Project will install 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 will replace the existing 16-inch line. This project will also replace 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. 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. A final change order has been negotiated and a final pay request is being prepared by Garney. Project will be final accepted by City Council at February 22, 2022.

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. Design is funded in FYE19, with construction funded in FYE20. Based on detailed field survey, the alignment appears to require the removal of the existing 16-inch line and installation of the new line in the same corridor. Water model simulations have indicated that this will not impact service levels but this work is going to be scheduled during the non-demand seasons to reduce the impacts of this outage. Comments on preliminary plans were provided to Engineer on April 3, 2020. Plans at 65 percent level were received and reviewed and comments were returned back to the consultant. Utility verification and potholing were completed to allow for the design to be finalized. Plans were reviewed on February 23, 2021 and a permit was sent to BNSF Railroad for the Lexington Street crossing on March 1, 2021. Staff sent a final Addendum on August 23, 2021 and held a bid opening on August 26, 2021. Total bids 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 is set to begin on November 3, 2021 and will continue for 330 calendar days. The new line along Goddard received two safe bacteriological tests and is in service, which now allows for a redundant feed into the North Base complex. An easement was approved by Council on February 9, 2022 for the bore at Lexington. Contractors installed the 16-inch waterline in front of the Robinson water tower this month and are laying line north. A traffic control plan was approved by the City Traffic Engineer and a press release will be sent informing citizens of the far right, northbound lane closer during the day. The lane closure will move north with construction until the entire project is complete. The James Garner waterline between Acres and Robinson was added on to the contract for this project. Work will begin as soon as possible so that Public Works can bid their streetscape work in this area in a few months.

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. Staff are currently reviewing the draft report prior to finalizing the report. The procurement phase, specifically the generation of the Request for Proposal, will begin in November. The bid package will be let in April 2022.

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 32 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.

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 the 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 in February of 2022.

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 has 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 Public Works staff have reviewed the alignment and deemed it acceptable with some minor conditions. NUA is compiling these conditions and will forward to Jacobs along with a request to immediately proceed with final design and easement acquisition on the basis of the realignment. Two 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 concurrently and to include master meter installation for both into this project. Assuming no unexpected delays in easement acquisition, project should be ready for bidding in June 2022 with Contract Award in July 2022 and construction starting immediately thereafter. Project completion would then be anticipated in July 2023.

Engineer: Jacobs Engineering (Lars Ostervold)

Water Line Replacement, Parsons Addition (WA0246): A contract (K-1819-87) with Cabbiness 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, Phase II was delayed until Spring of 2021. In March 2021, Phase II was delayed again until Spring of 2022. Assuming the project is not deferred again for budgetary reasons, it is now scheduled to advertise during the late Winter of 2022 in order for Low Bidder to start ordering long-lead materials in March and April 2022 (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 2022 semester on May 15, 2022. 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 2022.

Engineer: 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. A final change order has since been negotiated and Hammer has submitted their final payment request. Project should be final accepted by City Council in February 2022.

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. In January 2022, SMC advised NUA that, in their opinion, all project work was complete, and a final inspection to confirm this is scheduled. A final change order has been negotiated with SMC. Assuming project work is deemed complete at upcoming final inspection, project will be submitted to City Council for Final Acceptance on March 8, 2022.

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 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 should be completed by April 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 April 2022. Bidding Documents would then be completed and project advertised in May 2022, and Bids would be opened, Contracts awarded, and Notice to Proceed issued in June 2022. Rehabilitation work would then proceed through summer (which, given the tank's proximity to OU's campus, is the recommended time frame for the work). Project would then be complete by September 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. Contractors completed the final punch list items. The change order and final pay claim are set to be approved by Council on February 22, 2022.

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 staff are currently reviewing the deliverable.

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. Staff received 90% plans from Engineers this month. Staff will review and send comments back at the end of the month.

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 master 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 waiting for the roadway plans to be finished before sending 50% plans for this project so that the roadway and waterlines don't conflict with each other.

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. Changes are currently being made to the streetscape project and

a kick-off meeting will be held once these changes are finalized to better understand the roadway corridor along Jan Garner.

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 will be signed and approved by Council on February 22, 2022.

Engineer: Garver Engineering (Bret Cabiness)

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 is set to be approved by Council on January 18, 2021.

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. Staff held a kick-off meeting with Engineers on November 30, 2021 to discuss the preliminary design of the project. 65% plans were received this month. Staff is reviewing and will provide comments to Engineers at the end of this month.

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. After results are obtained, Engineers will put together a cost estimate and technical memo with recommendations for repair/replacement of clarifiers 1 and 2.

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 newly proposed location is on the site of the Transfer Station. 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.

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 will advertise on February 10, 2022 with bid opening initially set for March 3, 2022. This would allow for Contract Award in late March 2022 and Notice to Proceed with construction on or about April 1, 2022. Construction should be complete by March 2023.

Architect: The McKinney Partnership Architects PC (Toni Bragg)

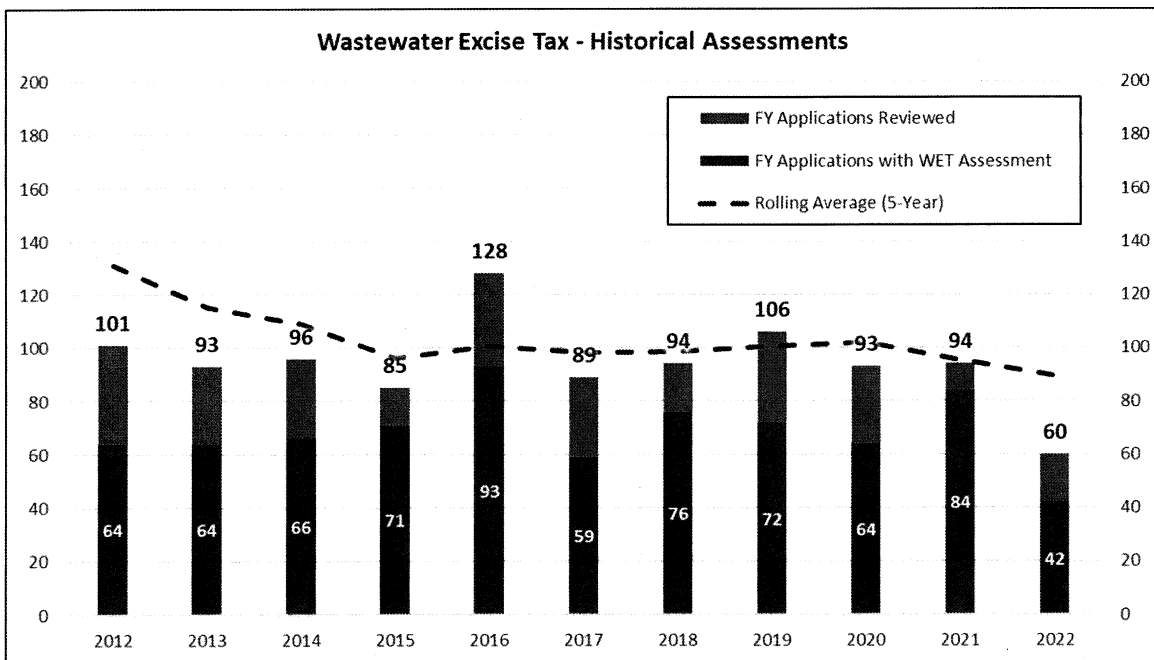
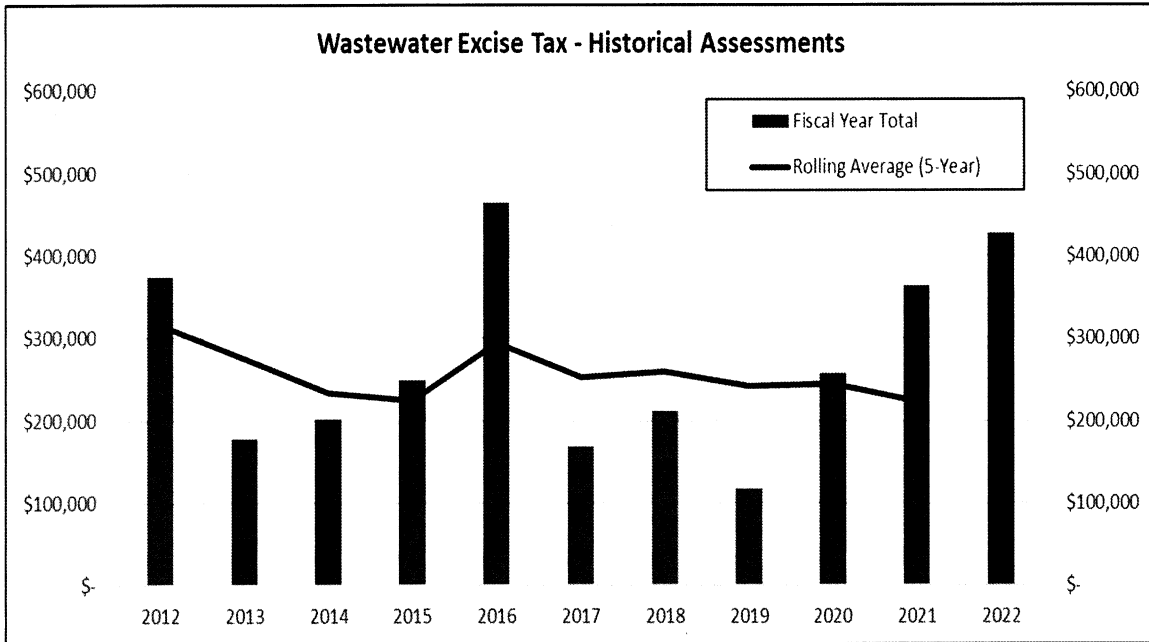
Compost Facility Scale House (SA0019):

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. Staff met with the Engineer on June 16, 2021 for the kickoff meeting.

Engineer: TriCore Group, LLC

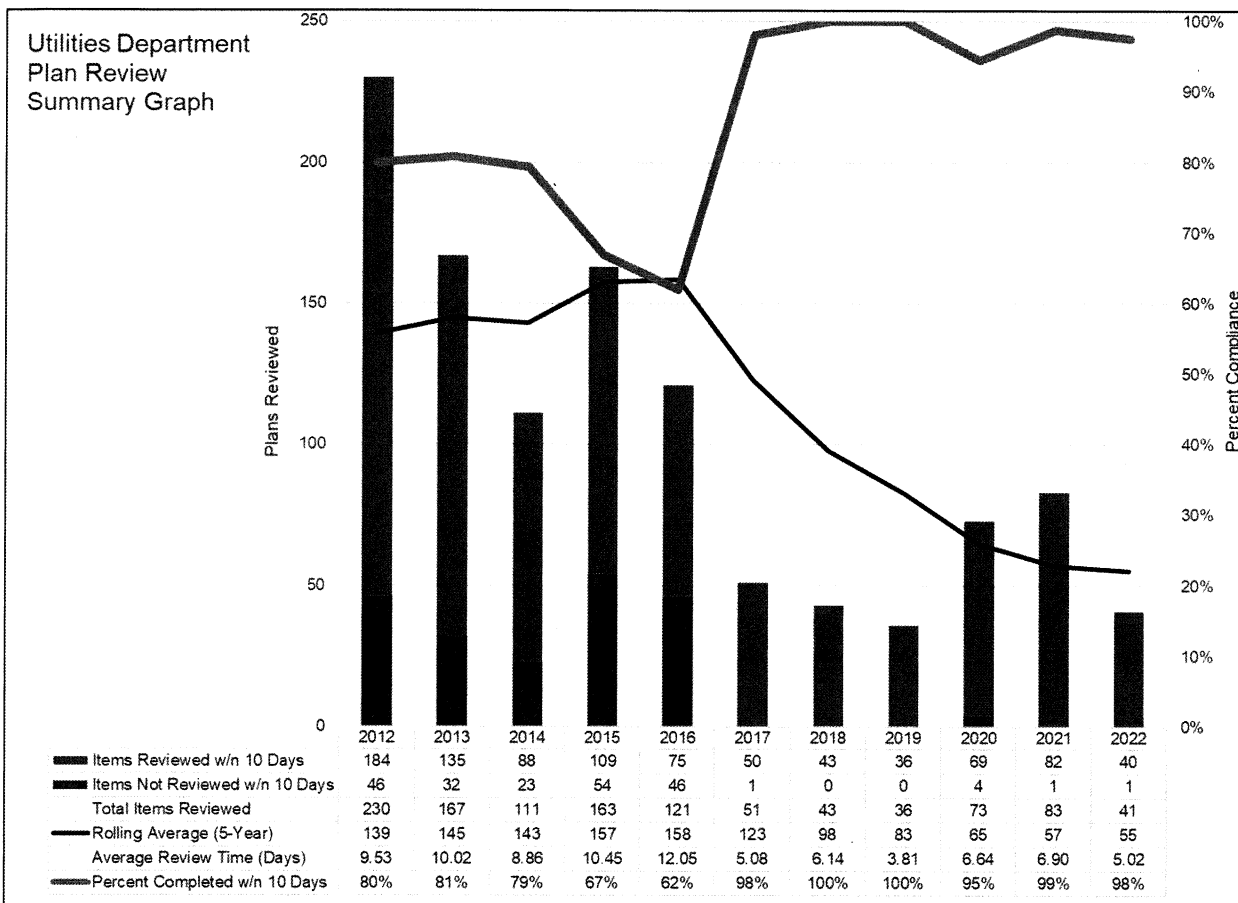
Wastewater Excise Tax – Non-Residential:

WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on 8 commercial entities last month. Of the 8 applications, 5 applications were assessed since the applications were determined to increase wastewater flows over the previous use of the site. Through January, 57 commercial properties were reviewed and a total of \$420,730.96 was assessed to the 39 entities that will increase wastewater flows for the respective property. Below are graphs showing the amount assessed and the number reviewed.



PLAN REVIEW:

Eleven plan sets was reviewed during January. Staff have reviewed 41 plans for FYE2022 with an average review time of 5.02 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

2 Water Well Permits 22-47 and 382 were issued for the month of January.

January 2022
ENVIRONMENTAL SERVICES DIVISION
MONTHLY REPORT

INSPECTIONS

	January	Year to date
Fats, oil and grease (FOG) program	31	31
Food license approval	2	2
Significant Industrial Users	0	21
Total inspections	33	54

ROUTINE ACTIVITIES

	January	Year to date
Significant Industrial User sites sampled	0	22
Required annual 40 CFR Part 122, Appendix D, Table II monitoring completed (%)	100%	100%
Required quarterly 40 CFR Part 122, Appendix D, Table III monitoring completed (%)	25%	100%
Household hazardous waste facility visits	3	3
City Departmental visits	3	3

REVENUE

	January	Year to date
FOG Program	\$0.00	\$34,950.00
Surcharge	\$9,571.51	\$69,053.04
Lab Analysis Recovery	\$0.00	\$2,996.07
Industrial Discharge Permit	\$0.00	\$4,000.00
Total revenue	\$9,571.51	\$110,999.11

ENVIRONMENTAL CONTROL ADVISORY BOARD (ECAB)

- 1 Provided staff liaison support including agenda setting, meeting attendance, minutes preparation, and issue research.
- 2 Developing an seasonal eating calendar
- 3 Facilitating Yard by Yard Program
- 4 ECAB will have educational stations during the installation of Artful Inlets
- 5 Created the ECAB James O. Harp Environmental Recognition Award
- 6 Established rules and created handout for Waters Worth It Poster Contest

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 Completed Household Hazardous Waste Facility Ribbon Cutting
- 5 Completed HHWF soft opening with employees
- 6 Issued NOV to OU Chem Annex for Cu, Hg, Pb and Zn violations - \$1000 fine likely
- 7 Acts as Interim President of LTWA providing support including agenda setting, issue research and collaboration

CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
SEWER MAINTENANCE				
	FYE 22		FYE 21	
January, 2022	MONTH	YTD	MONTH	YTD
Obstructions:				
City Responsibility	1	8	6	10
Property Owner Responsibility	23	115	30	170
TOTAL	24	123	36	180
Number of Feet of Sewer Cleaned:				
Cleaned	56,195	760,596	66,437	558,396
Rodded	1,610	21,557	3,810	29,503
Foamed	0	74,476	0	81,695
SL-RAT	5,509	5,509	2,230	112,739
TOTAL	63,314	862,138	72,477	782,333
Sewer Overflows:				
Rainwater	0	0	0	0
Grease/Paper/Roots	0	0	0	0
Obstruction	0	3	2	4
Private	2	8	0	5
Other (Lift Station, Line Break, etc.)	0	0	0	0
Total Overflows	2	11	2	9
Feet of Sewer Lines Televised	6,061	153,218	17,514	133,537
Locates Completed	300	1,835	264	1,856
Manholes:				
Inspected	863	6,808	917	7,485
New	0	0	0	0
Rebuilt	0	0	0	0
Repaired	0	0	0	0
Feet of Sewer Lines Replaced/Repaired	2.00	51.00	7.70	24.20
Hours Worked at Lift Station	94.02	94.02	126.66	1,103.42
Hours Worked for Other Departments	0.00	648.36	9.23	444.14
OJI Percentage	0.00	230.25	0.00	0.00
Square Feet of Concrete	0	0	0	324
Average Response Time (Hours)	0.44	0.44	0.45	0.40
Claims Paid Per 10,000 People	0	0.0000	0	0.0000

CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
WATER MAINTENANCE				
	FYE 22		FYE 21	
January, 2022	MONTH	YTD	MONTH	YTD
New Meter Sets:	55	311	42	372
Number Short Sets	52	303	42	370
Number Long Sets	3	8	0	2
Average Meter Set Time	3.35	3.84	5.21	4.82
Number of Work Orders:				
Service Calls	628	3,027	500	2,866
Meter Resets	0	2	0	5
Meter Removals	2	14	4	16
Meter Changes	24	257	80	399
Locates Completed	477	6,618	668	3,783
Number of Water Main Breaks	19	101	22	114
Average Time Water Off	1.94	1.91	1.85	2.03
Fire Hydrants:				
New	0	0	0	2
Replaced	0	1	2	7
Maintained	122	956	68	638
Number of Valves Exercised	236	1,292	176	1,298
Feet of Main Construction	20	467	24	1,819
Hours of Main Construction	427	958	36	1,965
Meter Changeovers	0	0	0	32
OJI Percentage	0.00	0.00	4.12	1.04
Hours Flushing/Testing New Mains	175.00	674	31	409
Hours Worked Outside of Division	0.75	227.00	15	579

City of Norman, Oklahoma
Department of Utilities

Monthly Progress Report
Water Reclamation Facility
January 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.)	307.8	2310.6	377.4	2359.4
Total Effluent Flow (M.G.)	281.9	2161.8	365.1	2310.2
Influent Peak Flow (MGD)	10.7	25.5	19.4	20.1
Effluent Peak Flow (MGD)	11.5	25.5	19.2	20.1
Daily Avg. Influent Flow (MGD)	9.9	10.9	12.2	11.0
Daily Avg. Effluent Flow (MGD)	9.1	10.0	11.8	10.7
Precipitation (inches)	0.1	4.9	2.0	15.3

Discharge Monitoring Report Stats

5 day BOD:

EPA minimum percentage removal 85%

	<u>Avg.</u>	<u>Avg.</u>
Influent Total (mg/l)	167	125
Effluent Carbonaceous Total	2.1	3
Percent Removal	98.7	97.6
Total Suspended Solids:		
Influent (mg/L)	255	214
Effluent (mg/L)	5	5
Percent Removal	98	97.7
Dissolved Oxygen:		
Influent (min)	0.8	0.72
Effluent (min)	6.4	6.23
pH		
Influent (Low)	7.01	6.89
(High)	8.29	7.36
Effluent (Low)	6.75	6.76
(High)	7.05	7.09
Ammonia Nitrogen		
Influent (mg/L)	27.3	24.4
Effluent (mg/L)	0.1	1.0
Percent Removal	99.6	95.8

Utilities

Electrical

Total kWh Used (Plant wide)	623,400	3,734,700	564,280	3,529,300
Aeration Blowers, WSL&Headworks	410,760	1,720,440	357,040	1,230,800
UV Facility	33,600	444,700	35,800	418,200

Natural Gas

Total cubic feet/day (plant wide)	739,000	2,907,000	736,000	3,405,000
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Public Education (Tours)	0	5	0	0
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Total Attendees for FYE 22	58		32	
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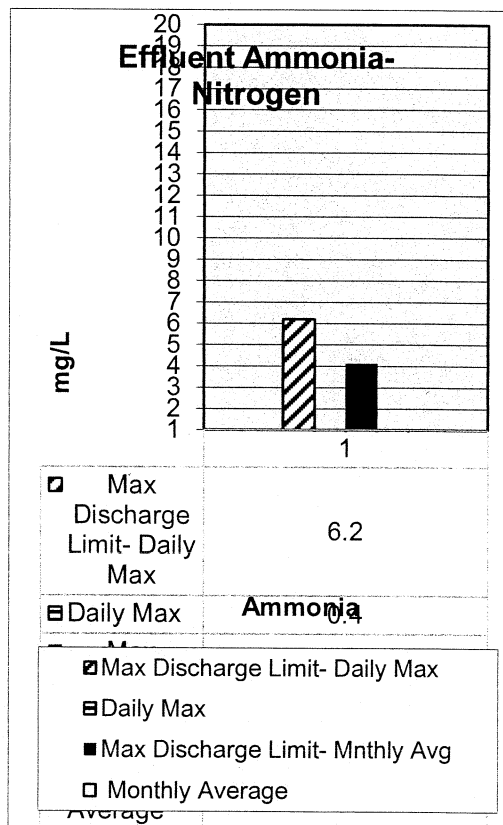
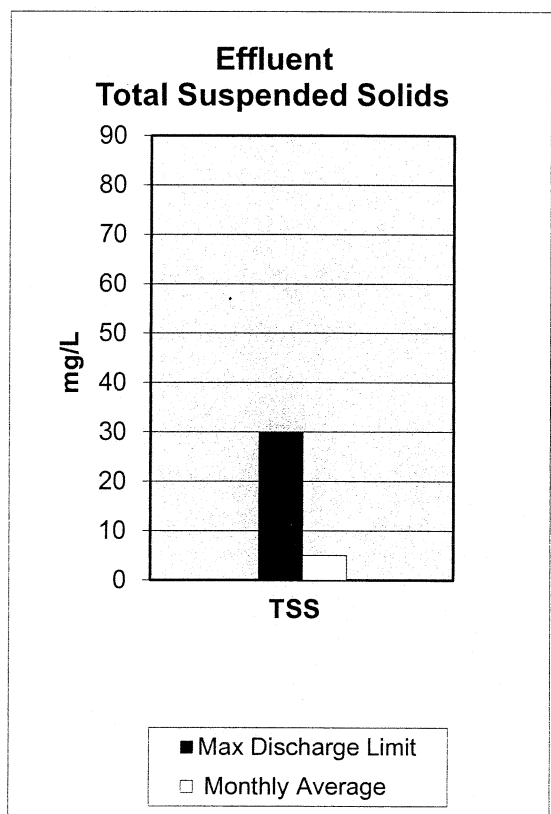
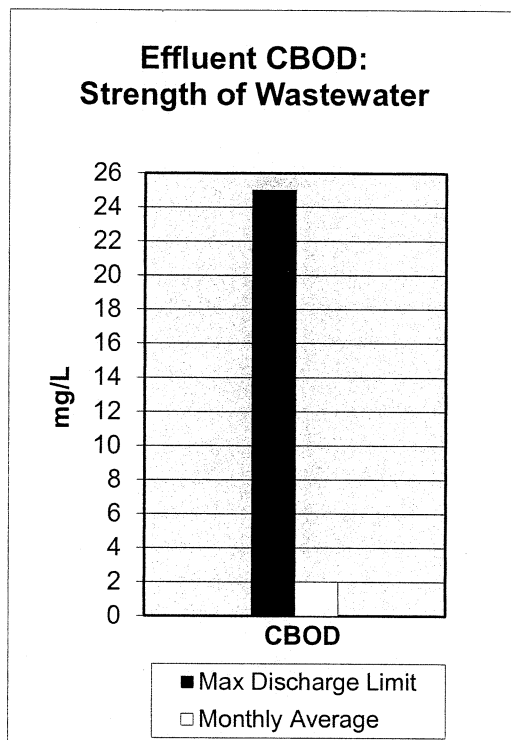
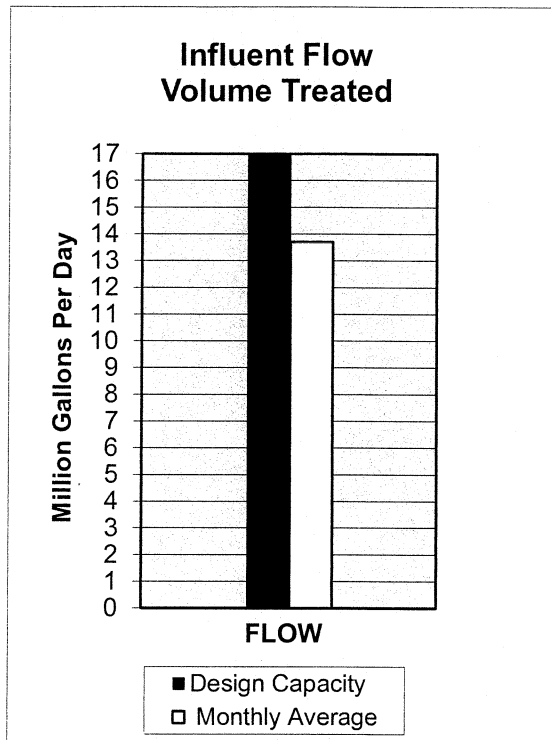
Reclaimed Water System (MG)	0.0	0.0	0.0	0.0
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OU Golf Course (MG)	0.1	47.8	0.6	42.7
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E.coli geometric mean average for January 2022 8 MPN (Limit is 630)

CITY OF NORMAN
WATER RECLAMATION FACILITY
 January 2022

Item 3.



Comments here

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

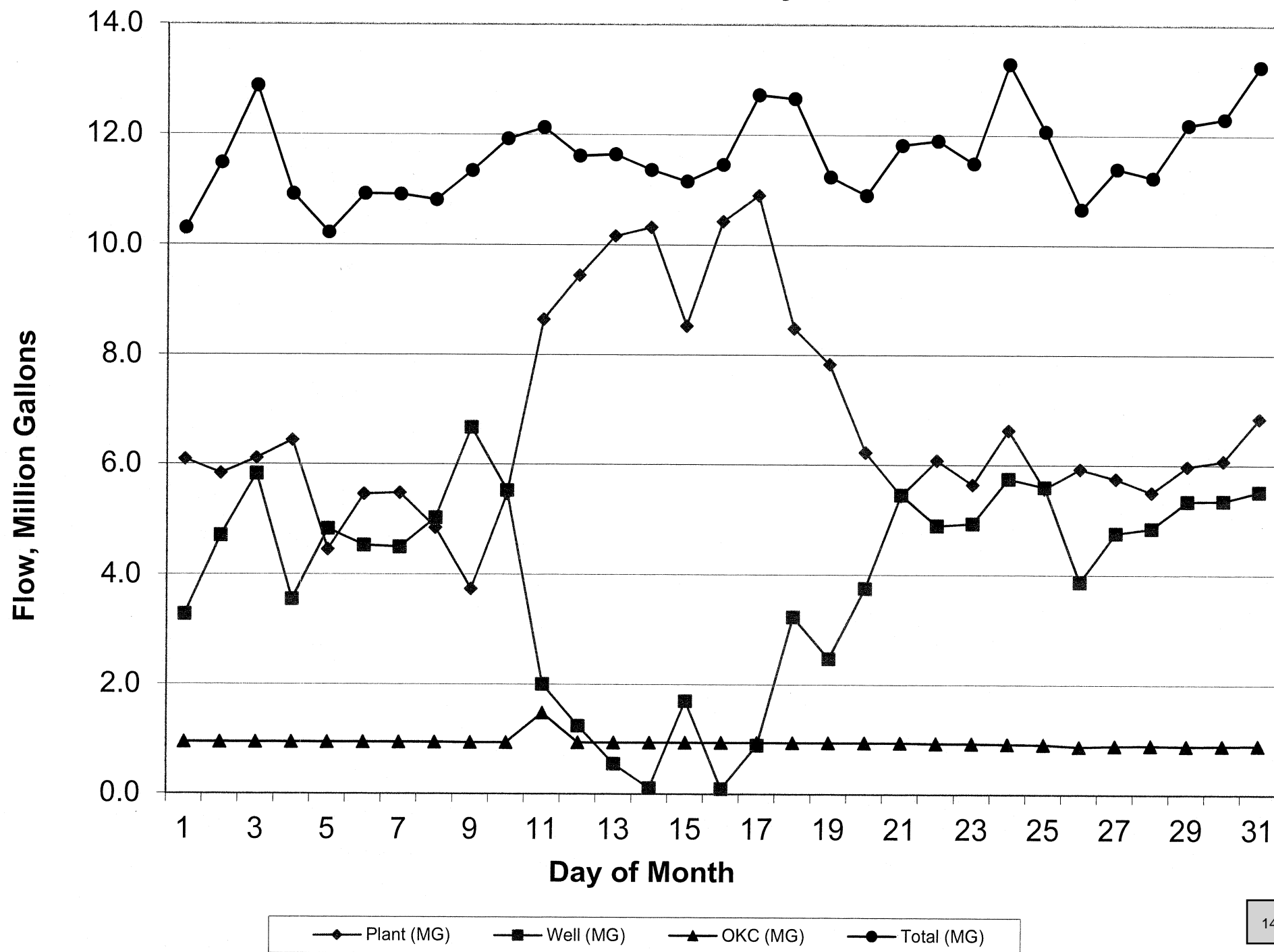
WATER TREATMENT DIVISION**MONTH: January-2022**

	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)	210.36	2338.67	216.72	2317.74
Well Production (MG)	120.81	633.84	83.42	558.39
Oklahoma City Water Used (MG)	29.10	222.68	30.75	216.67
Total Water Produced (MG)	360.27	3195.19	330.89	3092.80
Average Daily Production	11.62	14.86	10.67	14.39
Peak Day Demand				
Million Gallons	13.29	26.00	12.21	26.00
Date	1/24/2022	8/23/2020	1/4/2021	8/23/2020
System Capacity (see note 1)	23.35	23.35	23.35	23.35
Demand Above Capacity (Peak Day)	0.00	2.65	0.00	2.65
Note 1: Beginning June 2016 the System Capacity includes the Oklahoma City water line. (Plant + Wells + OKC)				
Costs				
Plant	\$651,454.57	\$4,785,763.75	\$716,579.47	\$5,134,492.85
Wells	\$225,584.09	\$1,547,117.84	\$211,628.83	\$1,502,065.13
OKC	\$92,565.60	\$547,074.35	\$77,453.37	\$582,823.89
Total	\$969,604.26	\$6,879,955.94	\$1,005,661.67	\$7,219,381.87
Cost per Million Gallons				
Plant	\$3,096.91	\$2,046.36	\$3,306.43	\$2,215.30
Wells	\$1,867.26	\$2,440.88	\$2,537.00	\$2,689.98
OKC	\$3,180.73	\$2,456.76	\$2,519.22	\$2,689.87
Total	\$2,691.34	\$2,153.23	\$3,039.31	\$2,334.25
Water Quality				
Total Number of Bacterial Samples	93	672	90	623
Bacterial Samples out of Compliance	3	10	0	1
Total number of inquiries (Note 2)	3	24	5	18
Total number of complaints (Note 2)	3	26	2	28
Number of complaints per 1000 service connections	0.07	0.64	0.05	0.69
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	1
Public Education				
Number of tours conducted	2	11	0	0
Number of people on tours	46	156	0	0

Notes:

Staff installed bleach feed system at well 64. Well 1 pump and motor being replaced (ordered)
Modification to ladder on Robinson tower completed. Staff started using wells 64,66 and 68.
Ozone offline waiting on parts. Lox leaking BPV replaced

Water Production for January 2022



MONTHLY TRANSFER STATION REPORT

January 2022

	TONS PER MONTH	REVENUE PER MONTH
O.U. TONS	220.78	\$11,150.77
STANDARD TONS	1,595.54	\$93,270.57
CASH TONS:	269.61	\$11,651.00
TOTALS:	2,085.93	\$116,072.34

	MONTH
# OF LOADS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	430.00

# OF TONS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	8181.99
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# OF LOADS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS.	0.00
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# OF TONS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS:	0.00
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TOTAL LOADS BROUGHT TO LANDFILLS:	430.00
GRAND TOTAL TONS TO LANDFILLS	8,181.99

DISPOSAL COST PER TON (OKC)	\$21.47
TIPPING FEE'S FOR DUMPING AT OKC:	\$175,667.33
GRAND TOTAL TIPPING FEE'S	\$175,667.33

# OF LOADS BROUGHT TO TRANSFER STATION BY COMMERCIAL SANITATION TRUCKS:	604.00
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# OF TONS BROUGHT TO TRANSFER STATION BY COMMERCIAL SANITATION TRUCKS:	3393.26
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# OF LOADS BROUGHT TO TRANSFER STATION BY RESIDENTIAL SANITATION TRUCKS:	401.00
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# OF TONS BROUGHT TO TRANSFER STATION BY RESIDENTIAL SANITATION TRUCKS:	2556.70
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TOTAL LOADS BROUGHT TO TRANSFER STATION:	1005.00
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TOTAL TONS BROUGHT TO TRANSFER STATION:	5949.96
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MISCELLANEOUS TONS BROUGHT BY OTHER DEPTS.:	181.14
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TOTAL TONS RECEIVED AT TRANSFER STATION	16399.02
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Drop Center Report JANUARY 2022

MONTHLY UNIT PRICES	Revenue per ton	Proc. Fee	Lbs Rejected	Tons Rejected	%	LNDFL Fee	Tons Diverted	\$ Diverted
ALUMINUM:	\$1,200.00	\$0.00		0	0	0%	\$21.47	\$1,249.67
PLASTICS:	\$15.00	\$0.00						\$26,830.41
STEEL CANS:	\$0.00	\$0.00						
MIXED OFFICE PAPER:	\$60.00	\$0.00						
CARDBOARD:	\$145.00	\$0.00						

RECYCLING CENTER DATA:	#9	Westwood	Hollywood	Transfer					
	TONS	TONS	Tons	Tons	Total Tons	PRO/FEE	Revenues	Net	
ALUMINUM:	0.28	0.2	0.46	0	0.94	\$0.00	\$1,128.00	\$1,128.00	
PLASTICS:	1.44	1.22	3.3	0	5.96	\$0.00	\$89.40	\$89.40	
STEEL CANS:	0.25	0.2	0.58	0	1.03	\$0.00	\$0.00	\$0.00	
MIXED OFFICE PAPER:	0	0	5.79	0	5.79	\$0.00	\$347.40	\$347.40	
CARDBOARD:	14.48	9.41	26.4	1.22	51.51	\$0.00	\$7,468.95	\$7,468.95	
RECYCLING CENTER TOTALS:	16.45	11.03	36.53	1.22	65.23	\$0.00	\$9,033.75	\$9,033.75	

Other Cardboard Containers		Compactors		Wood		Glass		Metal	
TONS	Revenues	TONS	Revenues	TONS	Revenues	TONS	Revenues	TONS	Revenues
48.09	\$6,973.05	8.23	\$1,193.35	4.48	\$0.00	22.94	\$0.00	4.98	\$498.00
								Cost	\$140.00
								Profit	\$358.00

Expenses	Average hrly+ benefits					
	Cage Rolloff	Cardboard	Occ Compact	MXD Office	Total	
Hours	32	196.5	4	4	236.5	
Labor \$	\$856.96	\$5,262.27	\$107.12	\$107.12	\$6,333.47	
Vehicle cost	\$0.00	\$1,194.60	\$0.00	\$0.00	\$1,194.60	

Revenue	Income	Expense	Net	Customer Revenue
	\$29,383.98	\$7,528.07	\$ 21,855.91	\$11,825.83

Total All Recycle and Cardboard	
Tons	Revenues
153.95	\$17,558.15

Total Recycle Only	
Tons	Revenues
46.12	\$1,922.80

Total Cardboard	
Tons	Revenues
107.83	\$15,635.35

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

	AVERAGE
	MONTH
SET OUT/PARTICIPATION RATE:	91%
AVERAGE TONS PER DAY :	11.75
POUNDS PER HOME:	20.93

COMMODITY BY TON

	% of Total	TONS
ALUMINUM BEVERAGE CAN	1.96%	6.91
#1 PET	4.08%	14.38
NEWS	0.00%	0
GLASS CONTAINERS	10.07%	35.5
MIX PAPER	29.67%	104.59
PLASTIC FILM	0.60%	2.12
#2 NATURAL	1.11%	3.91
#2 COLOR	1.66%	5.85
#3-#7	0.00%	0
METAL	0.30%	1.06
RIGIDS	0.26%	0.92
TIN-STEEL SCRAP	2.14%	7.54
TRASH	27.91%	98.39
OCC	20.24%	71.35
TOTAL	100.00%	352.52

	MONTH
SERVICE CALLS (MISSES)	44
HOUSESIDE	7
REMINDER	1
SCATTERED	
MISC.	1
REPAIR	14
NEW	40
ADD	13
MISSING	6
EXCHANGE	0
REPLACE	9
PICK UP	10
TOTAL CALLS	145.00

	MONTH
LANDFILL COST AVOIDANCE	\$6,962.27

SANITATION DIVISION PROGRESS REPORT

SUMMARY 2022

	FYE 21		FYE 22	
	MONTH	YR-TO-DATE	MONTH	YR-TO-DATE
<u>Vehicle Accidents</u>	0	4	3	7
<u>On The Job Injuries</u>	0	8	3	5
<u>Bulk Pickups</u>	41	185	35	219
<u>Refuse Complaints</u>	76	674	75	625
<u>New Polycarts Requests</u>	79	488	55	403
<u>Polycarts Exchanges</u>	7	58	9	77
<u>Additional Polycart Requests</u>	71	458	87	622
<u>Replaced Stolen Polycarts</u>	15	157	31	191
<u>Replaced Damaged Polycarts</u>	69	627	59	607
<u>Polycarts Repaired</u>	38	266	26	309

COMPOST MONTHLY REPORT

JANUARY

	MONTH
TONS BROUGHT IN BY COMPOST CREWS:	137.03
LANDFILL TIPPING FEE'S	\$ 21.47
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 2,942.03
TONS BROUGHT IN BY PUBLIC:	660.00
TONS BROUGHT IN BY CONTRACTORS :	1,600.00
TONS BROUGHT IN BY OTHER CITY DEPARTMENTS:	75.00
LANDFILL TIPPING FEE'S	\$ 21.47
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 50,132.45
TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 53,074.48
REVENUE COLLECTED FROM COMPOST SALES:	\$660.00
REVENUE COLLECTED FROM GATE SALES:	\$4,330.00
TOTAL TONS COLLECTED	2,472.03

MULCH CUBIC YDS		COMPOST CUBIC YDS	
	MONTH		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			198
MULCH SOLD BY CUBIC YARDS	1,800		
TOTAL:	1,800		198

File Attachments for Item:

4. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE NORMAN FORWARD FINANCIAL OVERSIGHT BOARD ANNUAL REPORT FROM OCTOBER 1, 2020, THROUGH DECEMBER 31, 2021.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/22/2022

REQUESTER: Anthony Francisco

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE NORMAN FORWARD FINANCIAL OVERSIGHT BOARD ANNUAL REPORT FROM OCTOBER 1, 2020, THROUGH DECEMBER 31, 2021.

BACKGROUND: On October 13, 2015, the voters of Norman approved Ordinance O-1516-5, which levied a one-half percent (1/2%) NORMAN FORWARD Sales Tax (NFST) for a 15-year period. This Ordinance directed the establishment by Council of a citizen oversight board to review expenditures of NFST moneys and submit recommendations to Council regarding the expenditures.

In response to this direction, the City Council established the NORMAN FORWARD Citizen Financial Oversight Board (CFOB) by Resolution R-1516-75, on December 22, 2015. The Board is directed by the Resolution to:

“review actual and projected Norman Forward Sales Tax (NFST) revenues; recommend a mix of project financing versus pay as you go ("paygo"); review the pace and sequencing of construction projects; review all Council actions related to expenditures of NFST moneys; recommend strategies for long-term operations and maintenance of facilities; report to Council from time to time as warranted and to provide an annual report to Council; perform such other duties related to Norman Forward as the Council directs by motion or resolution; create policies and procedures as guidelines for the functioning of the NFST CFOB in areas including but not limited to attendance, receiving public testimony, structure or format of meetings, frequency of public hearings; and be willing to assign an NFST CFOB member to serve with and act as a liaison to certain Advisory Committees that Council may form from time to time regarding specific Norman Forward Projects related to Libraries, Senior Center, Westwood Pool replacement, Indoor Aquatics, Football/Softball Sport Complex, Griffin Park Soccer improvements, Ruby Grant Park improvements, Reaves Park baseball improvements, Andrews Park improvements, Westwood Tennis facilities, Trail development, and Neighborhood Park improvements.”

DISCUSSION: The CFOB began meeting in January, 2016. The Board has met periodically since that time, and reviewed the Council actions related to the expenditure of the NFST funds. An Annual Report for the period of October 1, 2020 through December 31, 2021 was adopted for presentation to the Council at the Board's February 1, 2022 meeting. The attached Annual Report focusses on the Board's review of the progress made in implementing the NORMAN FORWARD program and the Board's recommendations to the Council based on that review. The most recently-updated financial reports presented to the CFOB are attached to the Report, along with the recommendations presented by the CFOB to the Council in the reporting period, and the most recently-reviewed Pro Forma analysis for the Norman Forward period. This Pro Forma analysis shows that the projects are being managed to be completed within projected revenues.

RECOMMENDATION: It is recommended that the Council accept the NORMAN FORWARD Citizen Financial Oversight Board's Annual Report for the period of October 1, 2020 – December 31, 2021.

**THE CITY OF NORMAN/NORMAN MUNICIPAL AUTHORITY
NORMAN FORWARD CITIZEN FINANCIAL OVERSIGHT BOARD
ANNUAL REPORT
FOR THE PERIOD OCTOBER 1, 2020 – DECEMBER 31, 2021**

The NORMAN FORWARD Citizen Financial Oversight Board (CFOB) was established by the City Council (Resolution R-1516-75) on December 22, 2015 to “review actual and projected Norman Forward Sales Tax (NFST) revenues; recommend a mix of project financing versus pay as you go ("paygo"); review the pace and sequencing of construction projects; review all Council actions related to expenditures of NFST moneys; recommend strategies for long-term operations and maintenance of facilities; report to Council from time to time as warranted and to provide an annual report to Council; perform such other duties related to Norman Forward as the Council directs by motion or resolution; create policies and procedures as guidelines for the functioning of the NFST CFOB in areas including but not limited to attendance, receiving public testimony, structure or format of meetings, frequency of public hearings; and be willing to assign an NFST CFOB member to serve with and act as a liaison to certain Advisory Committees that Council may form from time to time regarding specific Norman Forward Projects related to Libraries, Senior Center, Westwood Pool replacement, Indoor Aquatics, Football/Softball Sport Complex, Griffin Park Soccer improvements, Ruby Grant Park improvements, Reaves Park baseball improvements, Andrews Park improvements, Westwood Tennis facilities, Trail development, and Neighborhood Park improvements.”

There are nine Board members, with terms expiring as follows:

Bree Montoya, December 22, 2022
Cindy Rogers, December 22, 2022
Liz McCown, December 22, 2022
Saidy Orellana, December 22, 2023
Tom Sherman, December 22, 2023*
George Wesley, December 22, 2023
Andy Rieger, December 22, 2024
Linda Price, December 22, 2024
Erik Paulson, December 22, 2024

* To be replaced, per Board rules.

The Board will continue in existence until the NFST term has expired, all NFST revenues have been expended or allocated, or a final report is made to Council, whichever occurs latest.

The voters of Norman, on October 13, 2015, approved the City of Norman’s Ordinance O-1516-5, which authorized a 15-year, ½ percent sales tax, primarily to pay for quality of life improvements including the following:

- New Central Branch Library - \$39,000,000 (Completed 11/2019; \$34,973,616)
- New East Branch Library - \$5,100,000 (Completed 7/2018; \$4,790,971)
- James Garner Avenue Extension - \$6,000,000 (Estimated Completion 8/2023)
- New Indoor Aquatic Facility - \$14,000,000 (Estimated Completion 6/2023)
- Westwood Pool Reconstruction - \$12,000,000 (Completed 5/2017; \$11,763,800)
- Westwood Tennis Center - \$1,000,000 (Completed 9/2018; \$1,801,277)
- Reaves Park Baseball Complex - \$10,000,000 (Estimated Completion 10/2022)
- Griffin Park Land Purchase - \$10,000,000 *(Now \$2,400,000 for lease payments)
- Griffin Park Soccer Complex - \$11,000,000 (Estimated Completion Summer 2023)
- New Football and Softball Complex - \$2,500,000 (Estimated Completion 4/2022)
- New Indoor Multi-Sport Facility - \$8,500,000 (Estimated Completion 7/2023)
- New Neighborhood Park Development - \$2,000,000
- Existing Neighborhood Park Improvements - \$6,500,000
- New Trail Development (Legacy Trail) - \$6,000,000
- Ruby Grant Park (Phase I) - \$6,000,000 (Completed 11/2020; \$6,146,426)
- Saxon Park Development (Phase II) - \$2,000,000
- Andrews Park Redevelopment - \$1,500,000 (Completed 11/2019; \$1,446,574)
- Canadian River Trails Park Development - \$2,000,000
- Road and Infrastructure Improvements - \$2,700,000
- Senior Citizen's Center – Estimated Completion 5/2023 *(Now \$7,600,000 Reprogrammed)
- Public Art Installations – TBD (Now \$1,200,000)

*Through mutual agreement with the Oklahoma Department of Mental Health and Substance Abuse Services, a long-term lease of the Griffin Park land was negotiated for \$80,000 per year (\$2,400,000 over the life of NORMAN FORWARD). The City Council re-programmed the remaining \$7,600,000 originally allocated for the purchase of the Griffin Park land for construction of the Senior Citizen's Center.

Other authorized NORMAN FORWARD expenditures could include operating subsidies to the Indoor Aquatic Facility and Westwood Aquatic Center; capital replacement; and/or maintenance and support personnel.

The Citizen Financial Oversight Board (CFOB) began meeting in January, 2016 and has been reviewing documents, reports and Council actions since then. During this reporting period, meetings of the full CFOB were held on October 5, 2020; January 25, 2021; March 29, 2021; May 24, 2021; September 14, 2021; October 26, 2021; and December 7, 2021. Significant items discussed and reviewed over the current reporting period include the following:

- Land purchase documents for the Young Family Athletic Center (YFAC)
- Construction drawings for the YFAC and Senior Wellness Center
- Operating Agreements for the Senior Center and YFAC
- Construction documents and grand opening of Ruby Grant Park

NORMAN FORWARD Implementation Plan

The Norman Forward Project Implementation Plan (IP) was prepared by City staff and the Program Management Consultant, ADG. ADG provided the Board with updates to the project timing schedules included in the IP throughout the current reporting period. The Implementation Plan continues to be a “living” document which will change over time. The Board will review the IP on at least a semi-annual basis, with further updates as necessary based on major project milestones being achieved.

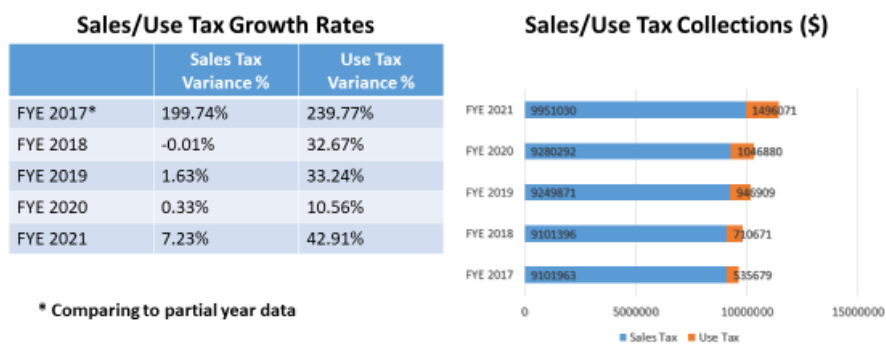
NORMAN FORWARD Pro Forma Financial Projections

The Board requested City staff, in conjunction with the City’s Financial Advisory team, to prepare Pro Forma Financial Projections for the entire 15-year NORMAN FORWARD program. Based on the project budgets and other expense assumptions, sales and use tax revenue projections, and debt issuance and interest rate projections, the Pro Forma projections were prepared to answer basic questions of, given these logical assumptions, will NORMAN FORWARD be financially able to deliver the projects that were promised to the voters? Will there be “excess” money during the NFST collection period or left over at the end for other projects or needs? Will there be cash flow concerns during interim time periods of NORMAN FORWARD’s tenure, which will require changes to the timing of pay-as-you-go projects? The most recently-updated Pro Forma projections are attached to this report.

The Pro Forma financials have been updated and presented to the Board periodically. The Board adopted changes to the revenue growth rate assumptions for sales tax (from 4.25% to 2%) and use tax (from 4% to 5%) that are built into the pro forma analyses.

As illustrated below, the NORMAN FORWARD Sales Tax and Use Tax collection rates have varied over their life, with sales tax growth beginning slower than projected but increasing in recent years. Use tax collections have been consistently above projections. Total sales and use tax revenue collections are about six percent (6%) below projections.

Norman Forward Sales Tax Collections – FYE 2017 - 2021



The Board and ultimately the City Council/Norman Municipal Authority have adapted well to changes necessitated by the financial realities presented in the Pro Forma, and will be directed to continue to do so.

NORMAN FORWARD Revenue and Expenditure Reports

At each of its meetings, the Board is presented with financial reports on projected and actual sales tax collections and expenditures by project in tabular and graphic formats. The most recent of these reports are attached. The Board understands that the financial information will become more and more meaningful as NFST collections are received and actual collection patterns progress, and as projects progress and their related expenditures can be measured versus preliminary project budgets. Supplemental funding from external sources has been allocated to projects in some cases. Overall, however the Board is encouraged by the program's financial resiliency on a net basis.

NORMAN FORWARD Sales Tax Collection Concerns

Beginning in March, 2017, the Board began discussing concerns with sales tax collections being below projections. Although use tax collection has been quite a bit above projections recently, actual sales and use tax collections combined have been approximately 6.5% below the original projections (see attached Sales Tax Revenue reports). This is actually an improvement in recent months. The Board restates its recommendation to Council, however, that all savings on the NORMAN FORWARD projects should be retained to make up for shortfalls in projects and revenue and not used for project add-ons.

NORMAN FORWARD Ad Hoc Project Committee Liaisons

A part of the original direction from the City Council to the Citizen Financial Oversight Board was for the CFOB to appoint a member to act as a Liaison to each of the Ad Hoc Project Committees that would be appointed to consider the design and construction specifications for each of the major NORMAN FORWARD projects. The Board has appointed the following members to these Liaison roles, to date:

Senior Citizen's Center – Erik Paulson
 Griffin Park Soccer Complex – Linda Price
 Reaves Park Baseball/Softball Complex – Andy Rieger
 Indoor Aquatic Center/Indoor Multi-Sport Center – Cynthia Rogers
 Ruby Grant Park – Completed
 Youth Football/Adult Softball Facility – Bree Montoya

CFOB Review of City Council Actions

At each of its meetings, the CFOB receives and reviews any City Council or Norman Municipal Authority actions that have been taken since the CFOB last met that impact the NORMAN FORWARD Sales Tax program. The Board has an understanding of its review

authority and its ability to timely report back to the Council and/or the public on any Council/NMA actions which the Board believes would not be in the best interest of the NORMAN FORWARD program, or which the Board may believe to be in conflict with the tenets of the NORMAN FORWARD Ordinance. The reports and recommendations that the Board has made to the Council during this reporting period are attached.

NORMAN FORWARD Program Management Consultant

Early in the decision-making discussions for the implementation of the NORMAN FORWARD program, it was determined by the City Council that there would be a need to retain an outside architectural/engineering consultant to act as a “Program Manager”, with the stated goal of helping to deliver the promised projects on time and within their financial budgets. ADG Professional Corporation was selected to fill this role.

One of the major roles of the Program Manager is to provide information and professional insights to the Board based on their knowledge and experience related to the performance of the City’s external contractors and professionals hired to complete the projects. ADG has also provided the Board with graphical presentations of the financial status of NORMAN FORWARD projects, revenues and expenditures.

NORMAN FORWARD Project Updates

At each of its meetings, the Board receives updates on the progress of authorized NORMAN FORWARD projects from the Project Management staff, the Program Manager and/or from the related Ad Hoc Group Liaison. The Board has also been given presentations from project architects on the preliminary design and master site plans for major NFST projects. The Board’s discussion of this information forms the basis for Board recommendations on its review of Council actions taken related to the NORMAN FORWARD program.

During this reporting period, the Board is pleased with the progress made on many Norman Forward projects. Several neighborhood park renovation projects have been completed. The Andrews Park Skating Complex and the Ruby Grant Park construction projects are complete, with accompanying public art installations, and will contribute to the quality of life in Norman. The Reaves Park Baseball/Softball Complex is progressing, including the relocation of the Park Maintenance Facility from Reaves Park to the City Service Center. The Griffin Park Soccer Complex is moving forward.

The anticipated stand-alone Community Sports Complex for adult softball and youth football programs was changed, for financial reasons. Instead of a new complex, the expanded adult softball and youth football programs will be relocated to Reaves Park and Ruby Grant Parks, respectively. While this is a change in the scope of the NORMAN FORWARD program, the intent of expanding the programs and concentrating soccer programs at Griffin Park will still be accomplished. The Board reviewed and approved these altered plans during this review period.

The re-designed and expanded scope Senior Wellness Center, to be located on the Porter “Wellness Village” campus in central Norman is under construction. NORMAN FORWARD funds of approximately \$7,600,000 are being supplemented by \$4,800,000 in City of Norman Coronavirus Aid, Relief and Economic Security (CARES) Act reimbursement funds. Healthy Living OKC was chosen as the third-party operator of the facility. The Board is very encouraged by the progress on this long-awaited project.

The combined Indoor Multi-Sport and Aquatic Center project in the University North Park development, now known as the “Young Family Athletic Center” (YFAC), is under construction. NORMAN FORWARD funds of \$22,500,000 are being supplemented by approximately \$4,750,000 in University North Park Tax Increment Finance District funds; \$4,000,000 in donated and naming rights funding from the Trae Young Family Foundation; \$3,800,000 in Norman Municipal Authority bond funding secured by the Norman Room Tax; and \$6,500,000 in shared construction costs for the Norman Regional Health System “In Motion” facility to be co-located within the YFAC. Santa Fe Family Life was chosen as the third-party operator of the facility.

NORMAN FORWARD is delivering on its promises to the residents of and visitors to Norman. The Board is aware that keeping the projects within budget has come with some necessary changes in some project scopes, and the CFOB will continue to work to ensure that continues.

Public Art Components of the NORMAN FORWARD Program

The NORMAN FORWARD Ordinance directs that up to one percent (1%) of the construction cost of the “major” projects be allocated for public art components of the projects. The projects that have been preliminarily identified as sites for public art installations include the East and Central Branch Libraries; Westwood Aquatic and Tennis Centers; the Indoor Multi-Sport Facility; the Indoor Aquatic Center; Ruby Grant, Andrews and Saxon Community Parks; the Reaves Baseball/Softball Complex; and the Griffin Soccer Complex. Public art installations have been completed at the Central and East Branch Libraries, the Westwood Tennis/Swimming/Golf Complex, Andrews Park and Ruby Grant Park. Public art installations are also contemplated at the Senior Wellness Center and James Garner Avenue, with approved re-allocations of funding.

Facility Operations

The Board has had ongoing discussions of the operational costs of the facilities that are being constructed with NFST proceeds. NORMAN FORWARD has limited allocations for operational costs, and the Board is concerned with the long-term operational costs of the new facilities. While these concerns will not be realized until the facilities have been completed, the Board recognizes the need to balance operational revenue generation with the goal of maximizing the facilities access for residents.

Summary

Summarized information on collections and expenditures from the Norman Forward Sales Tax, along with the most recently-updated Pro Forma Financial Projections prepared for the CFOB is attached.

The NORMAN FORWARD Citizen Financial Oversight Board is extremely excited about the progress of the NFST program to date. The CFOB remains committed to ensuring that all of the projects approved by the voters in the Norman Forward Sales Tax will be completed at the level that can be supported by available revenues.

The Council/Norman Municipal Authority actions taken to implement the NFST Ordinance have been in compliance with the direction approved by the voters of Norman. While there are concerns about the shortfall in sales tax revenue, a great deal of credit is due to the engaged Norman public, the City Council, the financial involvement of the Norman Municipal Authority, the various Ad Hoc project committees, City staff, and the program management firm for this progress. The Board looks forward to its continuing role in this success.

Professional Services/Consultant (51110111-44002/44003)

	Budget	Revised Budget	Total	Paid	Balance
Total Current Budget	1,747,655.00	3,311,727.00			-
Total					(3,044,398.35)
Balance					267,328.65
NFB001 Griffin Park Soccer Complex					
	Budget	Revised Budget	Total	Paid	Balance
Total Current Budget	11,000,000.00	10,782,584.00			-
Total					(3,276,089.66)
Balance					7,506,494.34
NFB002 Indoor Aquatics Facility					
	Budget	Revised Budget	Total	Paid	Balance
Total Current Budget	14,000,000.00	15,038,191.00			-
Total					(1,920,134.03)
Balance					13,118,056.97
NFB003 Indoor Sports Facility					
	Budget	Revised Budget	Total	Paid	Balance
Total Current Budget	8,500,000.00	12,238,190.00			-
Total					(2,563,795.64)
Balance					9,674,394.36
NFB005 Community Sports Park Development					
	Budget	Revised Budget	Total	Paid	Balance
Total Current Budget	2,500,000.00	2,500,000.00			-
Total					(1,727,807.43)
Balance					772,192.57
NFB006 Reaves Park Baseball Complex					
	Budget	Revised Budget	Total	Paid	Balance
Total Current Budget	10,000,000.00	10,000,000.00			-
Total					(3,049,685.54)
Balance					6,950,314.46
NFB007 Westwood Tennis Center Addition					
	Budget	Revised Budget	Total	Paid	Balance
Total Current Budget	1,000,000.00	1,801,278.00			-
Total					(1,801,276.84)
Balance					1.16

NFB008 James Garner/Acres Intersection						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	2,700,000.00	1,451,393.00				
Total						<u>(1,451,393.47)</u>
Balance						<u>(0.47)</u>
NFB016 Library - New Central Branch						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	39,000,000.00	39,000,000.00				
Total						<u>(34,973,615.87)</u>
Balance						<u>4,026,384.13</u>
NFB017 Library - New East Branch						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	5,100,000.00	5,100,000.00				
Total						<u>(4,790,971.38)</u>
Balance						<u>309,028.62</u>
NFB018 Westwood Swim Complex Replacement						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	12,000,000.00	12,000,000.00				
Total						<u>(11,763,799.65)</u>
Balance						<u>236,200.35</u>
NFB019 Andrews Park Development						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	1,500,000.00	1,499,099.00				
Total						<u>(1,446,574.12)</u>
Balance						<u>52,524.88</u>
NFB020 Traffic & Road Improvements						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	500,000.00	500,000.00				
Total						<u>-</u>
Balance						<u>500,000.00</u>
NFP100 Public Arts Projects (Paygo)						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	1,200,000.00	1,200,000.00				
Total						<u>(418,389.47)</u>
Balance						<u>781,610.53</u>
NFP101 Neighborhood Park Improvement (Paygo)						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	6,500,000.00	6,500,000.00				
Total						<u>(1,608,534.60)</u>
Balance						<u>4,891,465.40</u>

NFP102 Griffin Park Regrading (Paygo)						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	217,416.00	217,416.00				
Total						<u>(217,416.00)</u>
Balance						<u>-</u>
NFP103 Griffin Park Land Lease/Purchase (Paygo)						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	10,000,000.00	2,400,000.00				
Total						<u>(226,666.75)</u>
Balance						<u>2,173,333.25</u>
NFP104 New Neighborhood Park Dev (Paygo)						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	2,000,000.00	2,000,000.00				
Total						<u>(483,133.65)</u>
Balance						<u>1,516,866.35</u>
NFP105 Ruby Grant Park Developmt (Paygo)						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	6,150,000.00	6,150,000.00				
Total						<u>(6,146,426.19)</u>
Balance						<u>3,573.81</u>
NFP106 Saxon Park Development (Paygo)						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	2,000,000.00	2,000,000.00				
Total						<u>(26,255.34)</u>
Balance						<u>1,973,744.66</u>
NFP107 New Trail Dev-Legacy System (Paygo)						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	2,000,000.00	2,000,000.00				
Total						<u>(34,000.00)</u>
Balance						<u>1,966,000.00</u>
NFP108 Senior Citizens Center (Paygo)						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	-	12,400,000.00				
Total						<u>(620,890.03)</u>
Balance						<u>11,779,109.97</u>
NFP109 James Garner: Flood-Acres						
	Budget	Revised Budget	Total	Paid	Balance	
Total Current Budget	6,000,000.00	4,548,606.00				
Total						<u>(341,436.30)</u>
Balance						<u>4,207,169.70</u>

**NORMAN FORWARD
FINAL PROJECT COST COMPARISON**

PROJECT	Original Budget	Revised Budget	Actual Cost	Variance: Original Budget	Variance: Revised Budget
Westwood Tennis Center	\$ 1,000,000	\$ 1,801,278	\$ 1,801,277	\$ (801,277)	\$ 1.16
Garner/Acres Intersection	\$ 2,700,000	\$ 1,451,393	\$ 1,451,393	\$ 1,248,607	\$ (0.47)
Central Branch Library	\$ 39,000,000	\$ 39,000,000	\$ 34,973,616	\$ 4,026,384	\$ 4,026,384.13
East Branch Library	\$ 5,100,000	\$ 5,100,000	\$ 4,790,971	\$ 309,029	\$ 309,028.62
Westwood Swim Complex	\$ 12,000,000	\$ 12,000,000	\$ 11,763,800	\$ 236,200	\$ 236,200.35
Andrews Park	\$ 1,500,000	\$ 1,499,099	\$ 1,446,574	\$ 53,426	\$ 52,524.88
Griffin Park Regrading (Test)	\$ 217,416	\$ 217,416	\$ 217,416	\$ -	\$ -
Ruby Grant Park	\$ 6,150,000	\$ 6,150,000	\$ 6,146,426	\$ 3,574	\$ 3,573.81

CITY OF NORMAN
NORMAN FORWARD SALES TAX REVENUE, VERSUS PROJECTION

BY FISCAL YEAR				COMPARED TO 7/2015 PROJECTION		
MONTH	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY PROJECTION*	% VARIANCE
March, 2016	\$ 765,813	\$ 728,243	-4.91%	\$ 728,243	\$ 760,927	-4.30%
April, 2016	\$ 737,709	\$ 776,747	5.29%	\$ 776,747	\$ 733,003	5.97%
May, 2016	\$ 796,539	\$ 802,418	0.74%	\$ 802,418	\$ 791,458	1.38%
June, 2016	\$ 820,638	\$ 729,175	-11.15%	\$ 729,175	\$ 815,402	-10.57%
July, 2016	\$ 771,629	\$ 758,153	-1.75%	\$ 758,153	\$ 760,692	-0.33%
August, 2016	\$ 811,311	\$ 753,218	-7.16%	\$ 753,218	\$ 799,813	-5.83%
September, 2016	\$ 786,920	\$ 771,583	-1.95%	\$ 771,583	\$ 775,767	-0.54%
October, 2016	\$ 858,715	\$ 816,566	-4.91%	\$ 816,566	\$ 846,544	-3.54%
November, 2016	\$ 798,882	\$ 769,521	-3.68%	\$ 769,521	\$ 787,559	-2.29%
December, 2016	\$ 784,003	\$ 745,468	-4.92%	\$ 745,468	\$ 772,891	-3.55%
January, 2017	\$ 827,244	\$ 796,677	-3.70%	\$ 796,677	\$ 815,519	-2.31%
February, 2017	\$ 980,463	\$ 814,235	-16.95%	\$ 814,235	\$ 966,569	-15.76%
March, 2017	\$ 771,866	\$ 683,655	-11.43%	\$ 683,655	\$ 793,266	-13.82%
April, 2017	\$ 743,541	\$ 768,593	3.37%	\$ 768,593	\$ 764,155	0.58%
May, 2017	\$ 802,832	\$ 758,083	-5.57%	\$ 758,083	\$ 825,095	-8.12%
June, 2017	\$ 827,125	\$ 747,817	-9.59%	\$ 747,817	\$ 850,057	-12.03%
July, 2017	\$ 760,592	\$ 769,840	1.22%	\$ 769,840	\$ 792,140	-2.82%
August, 2017	\$ 798,825	\$ 736,344	-7.82%	\$ 736,344	\$ 855,817	-13.96%
September, 2017	\$ 788,843	\$ 755,105	-4.28%	\$ 755,105	\$ 845,123	-10.65%
October, 2017	\$ 845,645	\$ 800,169	-5.38%	\$ 800,169	\$ 905,977	-11.68%
November, 2017	\$ 787,013	\$ 757,642	-3.73%	\$ 757,642	\$ 843,162	-10.14%
December, 2017	\$ 772,904	\$ 705,659	-8.70%	\$ 705,659	\$ 828,046	-14.78%
January, 2018	\$ 816,503	\$ 829,421	1.58%	\$ 829,421	\$ 874,756	-5.18%
February, 2018	\$ 959,243	\$ 803,901	-16.19%	\$ 803,901	\$ 1,027,679	-21.78%
March, 2018	\$ 758,166	\$ 723,206	-4.61%	\$ 723,206	\$ 846,777	-14.59%
April, 2018	\$ 735,117	\$ 733,040	-0.28%	\$ 733,040	\$ 821,035	-10.72%
May, 2018	\$ 790,948	\$ 801,350	1.32%	\$ 801,350	\$ 883,391	-9.29%
June, 2018	\$ 811,552	\$ 777,694	-4.17%	\$ 777,694	\$ 906,403	-14.20%
July, 2018	\$ 732,971	\$ 792,168	8.08%	\$ 792,168	\$ 849,487	-6.75%
August, 2018	\$ 769,817	\$ 778,107	1.08%	\$ 778,107	\$ 892,189	-12.79%
September, 2018	\$ 748,752	\$ 753,875	0.68%	\$ 753,875	\$ 867,775	-13.13%
October, 2018	\$ 814,936	\$ 814,292	-0.08%	\$ 814,292	\$ 944,481	-13.78%
November, 2018	\$ 758,434	\$ 769,806	1.50%	\$ 769,806	\$ 878,997	-12.42%
December, 2018	\$ 744,837	\$ 755,617	1.45%	\$ 755,617	\$ 863,238	-12.47%
January, 2019	\$ 786,853	\$ 862,016	9.55%	\$ 862,016	\$ 911,933	-5.47%
February, 2019	\$ 924,409	\$ 801,472	-13.30%	\$ 801,472	\$ 1,071,356	-25.19%
March, 2019	\$ 730,634	\$ 686,081	-6.10%	\$ 686,081	\$ 882,765	-22.28%
April, 2019	\$ 708,422	\$ 770,033	8.70%	\$ 770,033	\$ 855,929	-10.04%
May, 2019	\$ 762,226	\$ 762,196	0.00%	\$ 762,196	\$ 920,936	-17.24%
June, 2019	\$ 782,081	\$ 809,526	3.51%	\$ 809,526	\$ 944,925	-14.33%
July, 2019	\$ 763,597	\$ 768,847	0.69%	\$ 768,847	\$ 887,108	-13.33%
August, 2019	\$ 800,628	\$ 761,846	-4.84%	\$ 761,846	\$ 930,129	-18.09%
September, 2019	\$ 778,646	\$ 788,095	1.21%	\$ 788,095	\$ 904,591	-12.88%
October, 2019	\$ 847,316	\$ 844,155	-0.37%	\$ 844,155	\$ 984,369	-14.24%
November, 2019	\$ 788,870	\$ 799,842	1.39%	\$ 799,842	\$ 916,469	-12.73%
December, 2019	\$ 774,718	\$ 812,104	4.83%	\$ 812,104	\$ 899,994	-9.77%
January, 2020	\$ 820,021	\$ 851,020	3.78%	\$ 851,020	\$ 952,659	-10.67%
February, 2020	\$ 958,070	\$ 819,751	-14.44%	\$ 819,751	\$ 1,113,036	-26.35%
March, 2020	\$ 758,559	\$ 720,227	-5.05%	\$ 720,227	\$ 918,709	-21.60%
April, 2020	\$ 738,133	\$ 747,531	1.27%	\$ 747,531	\$ 893,970	-16.38%
May, 2020	\$ 792,526	\$ 702,283	-11.39%	\$ 702,283	\$ 959,846	-26.83%
June, 2020	\$ 813,861	\$ 664,592	-18.34%	\$ 664,592	\$ 985,686	-32.58%
July, 2020	\$ 777,799	\$ 808,364	3.93%	\$ 808,364	\$ 925,809	-12.69%
August, 2020	\$ 814,405	\$ 850,341	4.41%	\$ 850,341	\$ 969,380	-12.28%
September, 2020	\$ 793,231	\$ 779,982	-1.67%	\$ 779,982	\$ 944,177	-17.39%
October, 2020	\$ 862,850	\$ 817,975	-5.20%	\$ 817,975	\$ 1,027,044	-20.36%
November, 2020	\$ 803,681	\$ 779,947	-2.95%	\$ 779,947	\$ 956,616	-18.47%
December, 2020	\$ 789,933	\$ 795,174	0.66%	\$ 795,174	\$ 940,251	-15.43%
January, 2021	\$ 835,910	\$ 865,704	3.56%	\$ 865,704	\$ 994,978	-12.99%
February, 2021	\$ 972,244	\$ 842,592	-13.34%	\$ 842,592	\$ 1,157,255	-27.19%
March, 2021	\$ 771,573	\$ 801,811	3.92%	\$ 801,811	\$ 957,430	-16.25%
April, 2021	\$ 751,969	\$ 733,759	-2.42%	\$ 733,759	\$ 933,104	-21.36%
May, 2021	\$ 804,859	\$ 929,299	15.46%	\$ 929,299	\$ 998,734	-6.95%
June, 2021	\$ 825,105	\$ 946,083	14.66%	\$ 946,083	\$ 1,023,857	-7.60%
July, 2021	\$ 784,866	\$ 976,078	24.36%	\$ 976,078	\$ 965,155	1.13%
August, 2021	\$ 821,805	\$ 986,400	20.03%	\$ 986,400	\$ 1,010,579	-2.39%
September, 2021	\$ 800,438	\$ 1,022,755	27.77%	\$ 1,022,755	\$ 984,304	3.91%
October, 2021	\$ 870,690	\$ 1,064,323	22.24%	\$ 1,064,323	\$ 1,070,693	-0.59%
November, 2021	\$ 810,984	\$ 965,607	19.07%	\$ 965,607	\$ 997,273	-3.18%
December, 2021	\$ 790,508	\$ 992,536	25.56%	\$ 992,536	\$ 972,093	2.10%
January, 2022	\$ 860,624	\$ 1,048,226	21.80%	\$ 1,048,226	\$ 1,058,316	-0.95%
TOTAL	\$ 56,953,371	\$ 57,055,959	0.18%	\$ 57,055,959	\$ 64,406,649	-11.41%

CITY OF NORMAN
NORMAN FORWARD USE TAX REVENUE, VERSUS PROJECTION

BY FISCAL YEAR				COMPARED TO 7/2015 PROJECTION			
MONTH	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY PROJECTION*	% VARIANCE	
March, 2016	\$ 30,808	\$ 40,786	32.39%	\$ 40,786	\$ 30,808	32.39%	
April, 2016	\$ 29,678	\$ 34,397	15.90%	\$ 34,397	\$ 29,678	15.90%	
May, 2016	\$ 32,045	\$ 42,640	33.06%	\$ 42,640	\$ 32,045	33.06%	
June, 2016	\$ 33,014	\$ 39,837	20.67%	\$ 39,837	\$ 33,014	20.67%	
July, 2016	\$ 31,991	\$ 38,889	21.56%	\$ 38,889	\$ 30,799	26.27%	
August, 2016	\$ 36,458	\$ 42,717	17.17%	\$ 42,717	\$ 32,383	31.91%	
September, 2016	\$ 33,558	\$ 30,445	-9.28%	\$ 30,445	\$ 31,409	-3.07%	
October, 2016	\$ 40,673	\$ 33,293	-18.14%	\$ 33,293	\$ 34,275	-2.86%	
November, 2016	\$ 40,492	\$ 39,065	-3.52%	\$ 39,065	\$ 31,887	22.51%	
December, 2016	\$ 37,649	\$ 31,888	-15.30%	\$ 31,888	\$ 31,293	1.90%	
January, 2017	\$ 32,836	\$ 43,537	32.59%	\$ 43,537	\$ 33,019	31.85%	
February, 2017	\$ 40,252	\$ 41,610	3.37%	\$ 41,610	\$ 39,134	6.33%	
March, 2017	\$ 38,396	\$ 33,061	-13.89%	\$ 33,061	\$ 32,118	2.94%	
April, 2017	\$ 32,550	\$ 32,136	-1.27%	\$ 32,136	\$ 30,939	3.87%	
May, 2017	\$ 39,794	\$ 45,568	14.51%	\$ 45,568	\$ 33,406	36.41%	
June, 2017	\$ 39,921	\$ 41,863	4.87%	\$ 41,863	\$ 34,417	21.64%	
July, 2017	\$ 35,217	\$ 44,497	26.35%	\$ 44,497	\$ 32,072	38.74%	
August, 2017	\$ 43,965	\$ 47,476	7.99%	\$ 47,476	\$ 34,650	37.02%	
September, 2017	\$ 36,942	\$ 46,945	27.08%	\$ 46,945	\$ 34,217	37.20%	
October, 2017	\$ 44,773	\$ 55,550	24.07%	\$ 55,550	\$ 36,681	51.44%	
November, 2017	\$ 44,574	\$ 49,820	11.77%	\$ 49,820	\$ 34,138	45.94%	
December, 2017	\$ 41,445	\$ 45,477	9.73%	\$ 45,477	\$ 33,526	35.65%	
January, 2018	\$ 36,146	\$ 66,771	84.72%	\$ 66,771	\$ 35,417	88.53%	
February, 2018	\$ 44,310	\$ 48,593	9.67%	\$ 48,593	\$ 41,609	16.79%	
March, 2018	\$ 42,267	\$ 54,993	30.11%	\$ 54,993	\$ 37,254	47.62%	
April, 2018	\$ 35,833	\$ 50,955	42.20%	\$ 50,955	\$ 31,582	61.34%	
May, 2018	\$ 43,806	\$ 60,102	37.20%	\$ 60,102	\$ 38,610	55.66%	
June, 2018	\$ 43,946	\$ 47,518	8.13%	\$ 47,518	\$ 38,734	22.68%	
July, 2018	\$ 44,900	\$ 46,670	3.94%	\$ 46,670	\$ 31,047	50.32%	
August, 2018	\$ 55,771	\$ 58,648	5.16%	\$ 58,648	\$ 38,564	52.08%	
September, 2018	\$ 47,108	\$ 68,843	46.14%	\$ 68,843	\$ 32,574	111.34%	
October, 2018	\$ 57,049	\$ 76,256	33.67%	\$ 76,256	\$ 39,448	93.31%	
November, 2018	\$ 56,603	\$ 65,295	15.36%	\$ 65,295	\$ 39,140	66.83%	
December, 2018	\$ 52,600	\$ 71,304	35.56%	\$ 71,304	\$ 36,372	96.04%	
January, 2019	\$ 46,825	\$ 81,467	73.98%	\$ 81,467	\$ 32,379	151.61%	
February, 2019	\$ 56,235	\$ 92,097	63.77%	\$ 92,097	\$ 38,885	136.84%	
March, 2019	\$ 53,945	\$ 72,451	34.31%	\$ 72,451	\$ 38,887	86.31%	
April, 2019	\$ 45,884	\$ 62,630	36.50%	\$ 62,630	\$ 33,076	89.35%	
May, 2019	\$ 56,016	\$ 77,315	38.02%	\$ 77,315	\$ 40,380	91.47%	
June, 2019	\$ 55,749	\$ 68,615	23.08%	\$ 68,615	\$ 40,188	70.74%	
July, 2019	\$ 45,912	\$ 77,599	69.02%	\$ 77,599	\$ 32,126	141.55%	
August, 2019	\$ 57,045	\$ 72,567	27.21%	\$ 72,567	\$ 39,916	81.80%	
September, 2019	\$ 48,670	\$ 80,983	66.39%	\$ 80,983	\$ 34,063	137.75%	
October, 2019	\$ 58,757	\$ 86,518	47.25%	\$ 86,518	\$ 41,123	110.39%	
November, 2019	\$ 58,032	\$ 79,115	36.33%	\$ 79,115	\$ 40,615	94.79%	
December, 2019	\$ 54,201	\$ 83,721	54.46%	\$ 83,721	\$ 37,933	120.70%	
January, 2020	\$ 48,711	\$ 88,427	81.53%	\$ 88,427	\$ 34,092	159.38%	
February, 2020	\$ 58,353	\$ 124,509	113.37%	\$ 124,509	\$ 40,840	204.87%	
March, 2020	\$ 55,569	\$ 73,615	32.47%	\$ 73,615	\$ 40,544	81.57%	
April, 2020	\$ 47,292	\$ 78,218	65.40%	\$ 78,218	\$ 34,505	126.69%	
May, 2020	\$ 57,758	\$ 96,559	67.18%	\$ 96,559	\$ 42,141	129.13%	
June, 2020	\$ 57,267	\$ 105,049	83.44%	\$ 105,049	\$ 41,783	151.42%	
July, 2020	\$ 76,418	\$ 108,470	41.94%	\$ 108,470	\$ 33,540	223.40%	
August, 2020	\$ 80,414	\$ 111,849	39.09%	\$ 111,849	\$ 41,326	170.65%	
September, 2020	\$ 80,982	\$ 111,950	38.24%	\$ 111,950	\$ 35,544	214.97%	
October, 2020	\$ 97,394	\$ 123,541	26.85%	\$ 123,541	\$ 42,747	189.01%	
November, 2020	\$ 95,981	\$ 111,548	16.22%	\$ 111,548	\$ 42,127	164.79%	
December, 2020	\$ 89,971	\$ 133,159	48.00%	\$ 133,159	\$ 39,489	237.21%	
January, 2021	\$ 81,296	\$ 142,435	75.21%	\$ 142,435	\$ 35,681	299.19%	
February, 2021	\$ 98,004	\$ 176,811	80.41%	\$ 176,811	\$ 43,015	311.05%	
March, 2021	\$ 91,837	\$ 108,777	18.45%	\$ 108,777	\$ 42,021	158.86%	
April, 2021	\$ 78,673	\$ 98,208	24.83%	\$ 98,208	\$ 35,998	172.82%	
May, 2021	\$ 96,119	\$ 149,868	55.92%	\$ 149,868	\$ 43,980	240.76%	
June, 2021	\$ 95,612	\$ 119,455	24.94%	\$ 119,455	\$ 43,748	173.05%	
July, 2021	\$ 110,203	\$ 119,611	8.54%	\$ 119,611	\$ 34,966	242.08%	
August, 2021	\$ 135,784	\$ 146,398	7.82%	\$ 146,398	\$ 43,082	239.81%	
September, 2021	\$ 116,785	\$ 114,138	-2.27%	\$ 114,138	\$ 37,054	208.03%	
October, 2021	\$ 140,069	\$ 145,812	4.10%	\$ 145,812	\$ 44,442	228.09%	
November, 2021	\$ 137,707	\$ 153,849	11.72%	\$ 153,849	\$ 43,693	252.12%	
December, 2021	\$ 130,010	\$ 138,224	6.32%	\$ 138,224	\$ 41,251	235.08%	
January, 2022	\$ 137,707	\$ 182,045	32.20%	\$ 182,045	\$ 43,693	316.65%	
TOTAL	\$ 4,310,557	\$ 5,615,051	30.26%	\$ 5,615,051	\$ 2,617,131	114.55%	

CITY OF NORMAN
NORMAN FORWARD SALES + USE TAX REVENUE, VS. PROJECTION

BY FISCAL YEAR				COMPARED TO 7/2015 PROJECTION		
MONTH	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY	% VARIANCE
					PROJECTION*	
March, 2016	\$ 796,621	\$ 769,029	-3.46%	\$ 769,029	\$ 791,736	-2.87%
April, 2016	\$ 767,387	\$ 811,144	5.70%	\$ 811,144	\$ 762,681	6.35%
May, 2016	\$ 828,584	\$ 845,058	1.99%	\$ 845,058	\$ 823,502	2.62%
June, 2016	\$ 853,652	\$ 769,012	-9.92%	\$ 769,012	\$ 848,417	-9.36%
July, 2016	\$ 803,620	\$ 797,042	-0.82%	\$ 797,042	\$ 791,491	0.70%
August, 2016	\$ 847,769	\$ 795,935	-6.11%	\$ 795,935	\$ 832,196	-4.36%
September, 2016	\$ 820,478	\$ 802,028	-2.25%	\$ 802,028	\$ 807,176	-0.64%
October, 2016	\$ 899,388	\$ 849,859	-5.51%	\$ 849,859	\$ 880,818	-3.51%
November, 2016	\$ 839,374	\$ 808,586	-3.67%	\$ 808,586	\$ 819,446	-1.33%
December, 2016	\$ 821,652	\$ 777,356	-5.39%	\$ 777,356	\$ 804,184	-3.34%
January, 2017	\$ 860,080	\$ 840,214	-2.31%	\$ 840,214	\$ 848,538	-0.98%
February, 2017	\$ 1,020,715	\$ 855,845	-16.15%	\$ 855,845	\$ 1,005,704	-14.90%
March, 2017	\$ 810,262	\$ 716,716	-11.55%	\$ 716,716	\$ 825,384	-13.17%
April, 2017	\$ 776,091	\$ 800,729	3.17%	\$ 800,729	\$ 795,095	0.71%
May, 2017	\$ 842,626	\$ 803,651	-4.63%	\$ 803,651	\$ 858,501	-6.39%
June, 2017	\$ 867,045	\$ 789,680	-8.92%	\$ 789,680	\$ 884,474	-10.72%
July, 2017	\$ 795,809	\$ 814,337	2.33%	\$ 814,337	\$ 824,212	-1.20%
August, 2017	\$ 842,790	\$ 783,821	-7.00%	\$ 783,821	\$ 890,467	-11.98%
September, 2017	\$ 825,785	\$ 802,051	-2.87%	\$ 802,051	\$ 879,340	-8.79%
October, 2017	\$ 890,418	\$ 855,719	-3.90%	\$ 855,719	\$ 942,658	-9.22%
November, 2017	\$ 831,588	\$ 807,462	-2.90%	\$ 807,462	\$ 877,300	-7.96%
December, 2017	\$ 814,349	\$ 751,136	-7.76%	\$ 751,136	\$ 861,572	-12.82%
January, 2018	\$ 852,650	\$ 896,192	5.11%	\$ 896,192	\$ 910,173	-1.54%
February, 2018	\$ 1,003,553	\$ 852,494	-15.05%	\$ 852,494	\$ 1,069,288	-20.27%
March, 2018	\$ 800,433	\$ 778,199	-2.78%	\$ 778,199	\$ 884,031	-11.97%
April, 2018	\$ 770,950	\$ 783,995	1.69%	\$ 783,995	\$ 852,618	-8.05%
May, 2018	\$ 834,754	\$ 861,452	3.20%	\$ 861,452	\$ 922,001	-6.57%
June, 2018	\$ 855,498	\$ 825,212	-3.54%	\$ 825,212	\$ 945,137	-12.69%
July, 2018	\$ 777,871	\$ 838,838	7.84%	\$ 838,838	\$ 880,534	-4.74%
August, 2018	\$ 825,587	\$ 836,755	1.35%	\$ 836,755	\$ 930,753	-10.10%
September, 2018	\$ 795,860	\$ 822,718	3.37%	\$ 822,718	\$ 900,350	-8.62%
October, 2018	\$ 871,585	\$ 890,548	2.13%	\$ 890,548	\$ 983,929	-9.49%
November, 2018	\$ 815,036	\$ 835,101	2.46%	\$ 835,101	\$ 918,136	-9.04%
December, 2018	\$ 797,437	\$ 826,921	3.70%	\$ 826,921	\$ 899,610	-8.08%
January, 2019	\$ 833,678	\$ 943,483	13.17%	\$ 943,483	\$ 944,312	-0.09%
February, 2019	\$ 980,644	\$ 893,570	-8.88%	\$ 893,570	\$ 1,110,241	-19.52%
March, 2019	\$ 784,579	\$ 758,532	-3.32%	\$ 758,532	\$ 921,652	-17.70%
April, 2019	\$ 754,306	\$ 832,663	10.39%	\$ 832,663	\$ 889,005	-6.34%
May, 2019	\$ 818,242	\$ 839,510	2.60%	\$ 839,510	\$ 961,316	-12.67%
June, 2019	\$ 837,830	\$ 878,142	4.81%	\$ 878,142	\$ 985,113	-10.86%
July, 2019	\$ 809,510	\$ 846,446	4.56%	\$ 846,446	\$ 919,234	-7.92%
August, 2019	\$ 857,673	\$ 834,413	-2.71%	\$ 834,413	\$ 970,045	-13.98%
September, 2019	\$ 827,316	\$ 869,078	5.05%	\$ 869,078	\$ 938,654	-7.41%
October, 2019	\$ 906,074	\$ 930,673	2.71%	\$ 930,673	\$ 1,025,491	-9.25%
November, 2019	\$ 846,902	\$ 878,957	3.78%	\$ 878,957	\$ 957,084	-8.16%
December, 2019	\$ 828,918	\$ 895,825	8.07%	\$ 895,825	\$ 937,927	-4.49%
January, 2020	\$ 868,733	\$ 939,447	8.14%	\$ 939,447	\$ 986,751	-4.79%
February, 2020	\$ 1,016,423	\$ 944,260	-7.10%	\$ 944,260	\$ 1,153,876	-18.17%
March, 2020	\$ 814,129	\$ 793,842	-2.49%	\$ 793,842	\$ 959,253	-17.24%
April, 2020	\$ 785,425	\$ 825,749	5.13%	\$ 825,749	\$ 928,475	-11.06%
May, 2020	\$ 850,284	\$ 798,842	-6.05%	\$ 798,842	\$ 1,001,987	-20.27%
June, 2020	\$ 871,128	\$ 769,641	-11.65%	\$ 769,641	\$ 1,027,469	-25.09%
July, 2020	\$ 854,217	\$ 916,834	7.33%	\$ 916,834	\$ 959,349	-4.43%
August, 2020	\$ 894,819	\$ 962,190	7.53%	\$ 962,190	\$ 1,010,706	-4.80%
September, 2020	\$ 874,213	\$ 891,932	2.03%	\$ 891,932	\$ 979,720	-8.96%
October, 2020	\$ 960,243	\$ 941,516	-1.95%	\$ 941,516	\$ 1,069,791	-11.99%
November, 2020	\$ 899,663	\$ 891,495	-0.91%	\$ 891,495	\$ 998,743	-10.74%
December, 2020	\$ 879,903	\$ 928,333	5.50%	\$ 928,333	\$ 979,740	-5.25%
January, 2021	\$ 917,206	\$ 1,008,139	9.91%	\$ 1,008,139	\$ 1,030,659	-2.19%
February, 2021	\$ 1,070,248	\$ 1,019,403	-4.75%	\$ 1,019,403	\$ 1,200,270	-15.07%
March, 2021	\$ 863,410	\$ 910,587	5.46%	\$ 910,587	\$ 999,451	-8.89%
April, 2021	\$ 830,642	\$ 831,967	0.16%	\$ 831,967	\$ 969,102	-14.15%
May, 2021	\$ 900,977	\$ 1,079,167	19.78%	\$ 1,079,167	\$ 1,042,714	3.50%
June, 2021	\$ 920,717	\$ 1,065,538	15.73%	\$ 1,065,538	\$ 1,067,605	-0.19%
July, 2021	\$ 895,069	\$ 1,095,689	22.41%	\$ 1,095,689	\$ 1,000,121	9.56%
August, 2021	\$ 957,588	\$ 1,132,798	18.30%	\$ 1,132,798	\$ 1,053,661	7.51%
September, 2021	\$ 917,223	\$ 1,136,893	23.95%	\$ 1,136,893	\$ 1,021,359	11.31%
October, 2021	\$ 1,010,759	\$ 1,210,135	19.73%	\$ 1,210,135	\$ 1,115,135	8.52%
November, 2021	\$ 948,691	\$ 1,119,456	18.00%	\$ 1,119,456	\$ 1,040,965	7.54%
December, 2021	\$ 920,518	\$ 1,130,760	22.84%	\$ 1,130,760	\$ 1,013,343	11.59%
January, 2022	\$ 998,331	\$ 1,230,271	23.23%	\$ 1,230,271	\$ 1,102,008	11.64%
TOTAL	\$ 61,263,928	\$ 62,671,010	2.30%	\$ 62,671,010	\$ 67,023,779	-6.49%

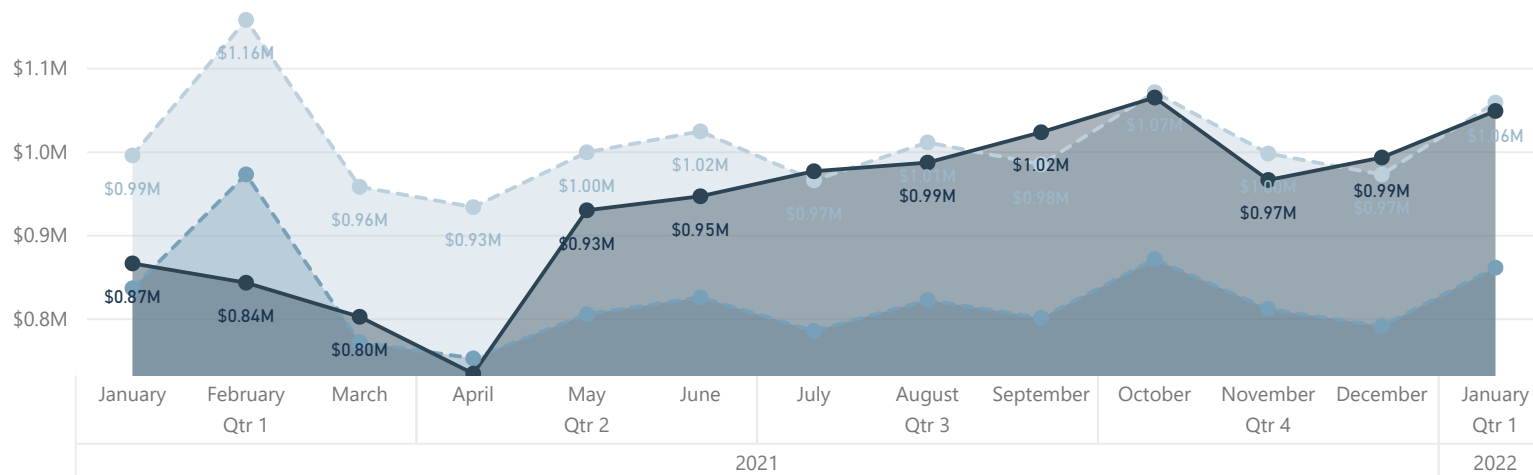


REVENUE ANALYSIS

Item 4.

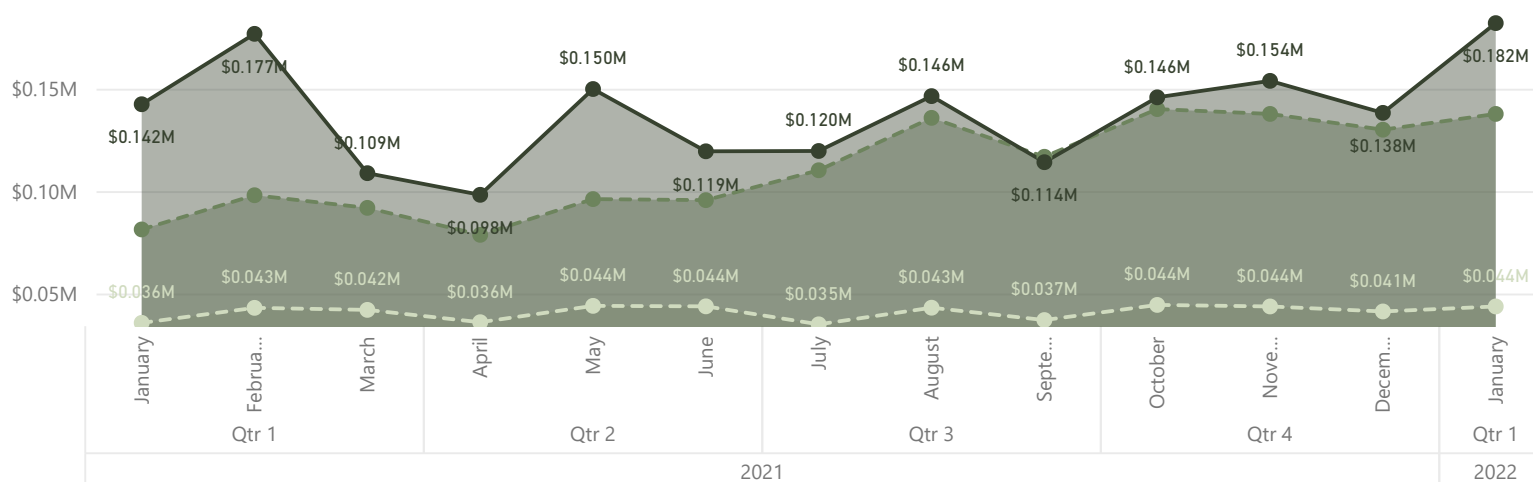
Sales Tax Revenue: Actual vs. Projected

● Sales Tax: 7/2015 Projection ● Sales Tax: Current Projection ● Sales Tax: Actual



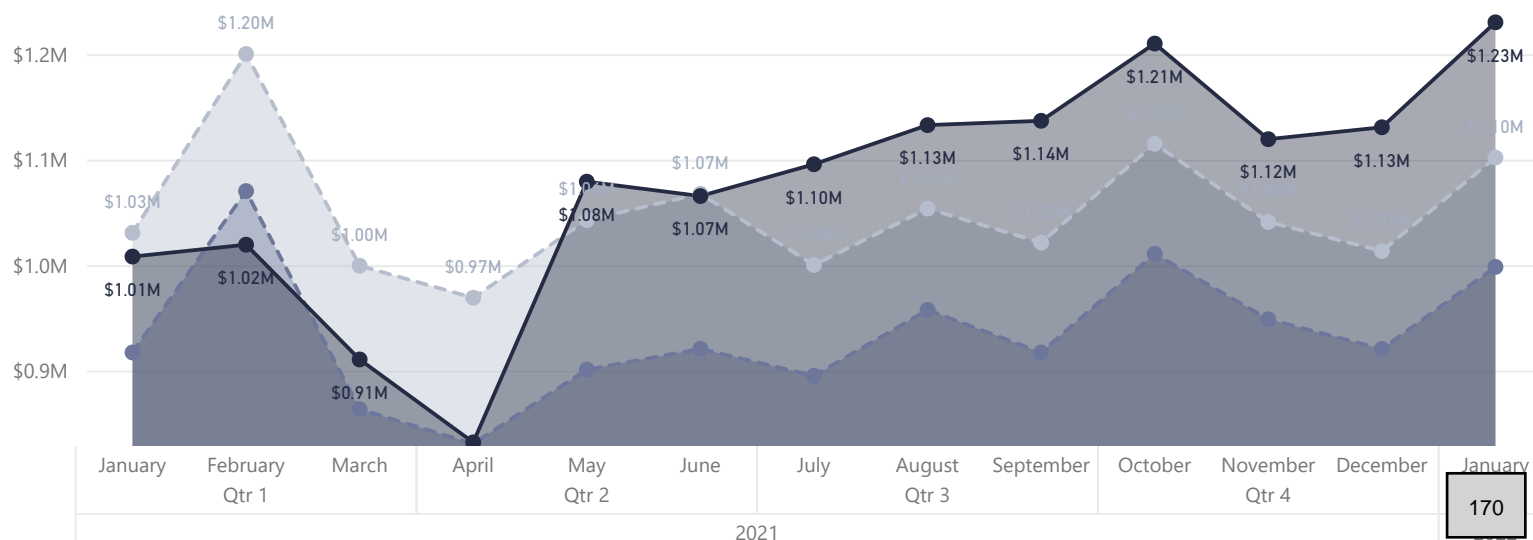
Use Tax Revenue: Actual vs. Projected

● Use Tax: 7/2015 Projection ● Use Tax: Current Projection ● Use Tax: Actual



Sales + Use Tax Revenue: Actual vs. Projected

● Total Revenue: 7/2015 Projection ● Total Revenue: Current Projection ● Total Revenue: Actual



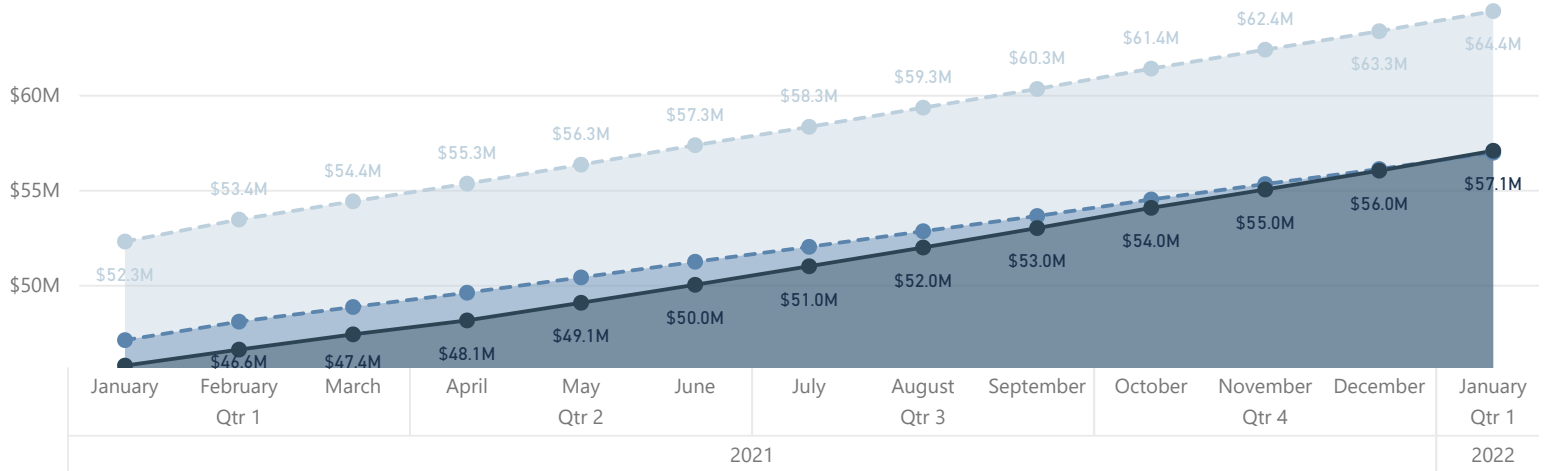


REVENUE ANALYSIS: CUMULATIVE

Item 4.

Cumulative Sales Tax Revenue: Actual vs. Projected

● Sales Tax Cumulative Revenue: 7/2015 Projected ● Sales Tax Cumulative Revenue: Current Projection ● Sales Tax Cumulative Revenue: Actual



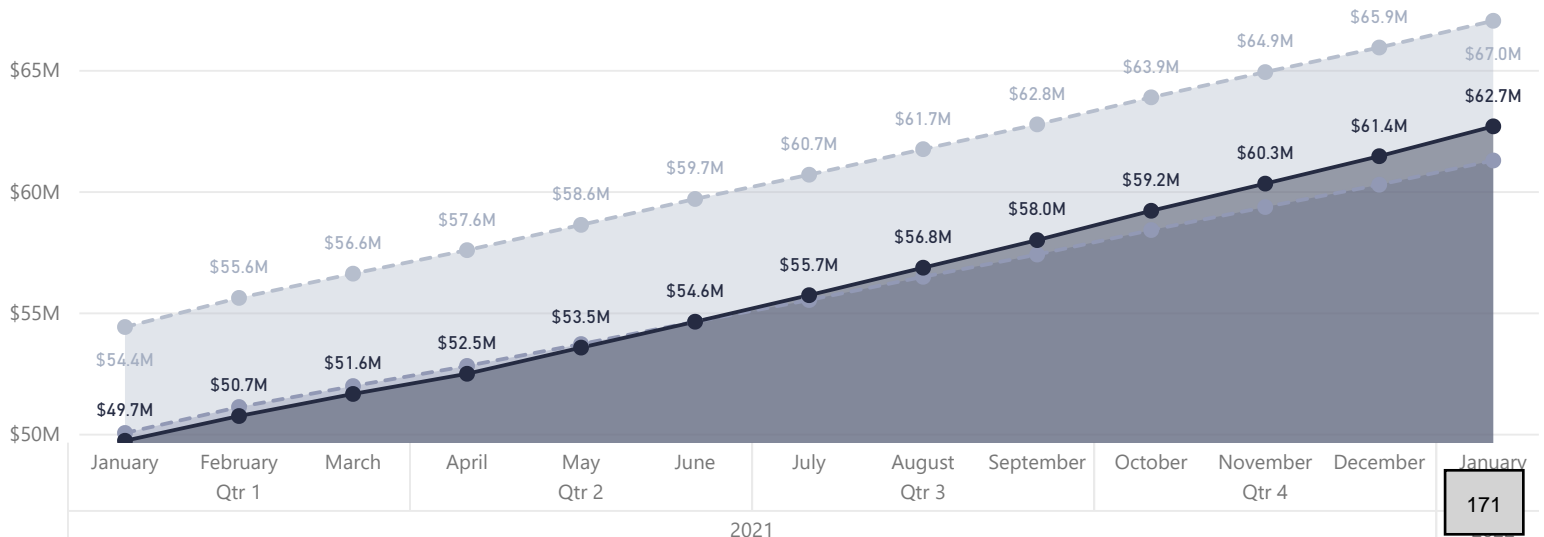
Cumulative Use Tax Revenue: Actual vs. Projected

● Use Tax Cumulative Revenue 7/2015 Projection ● Use Tax Cumulative Revenue: Current Projected ● Use Tax Cumulative Revenue: Actual



Cumulative Sales + Use Tax Revenue: Actual vs. Projected

● Total Cumulative Revenue: 7/2015 Projected ● Total Cumulative Revenue: Projected ● Total Cumulative Revenue: Actual



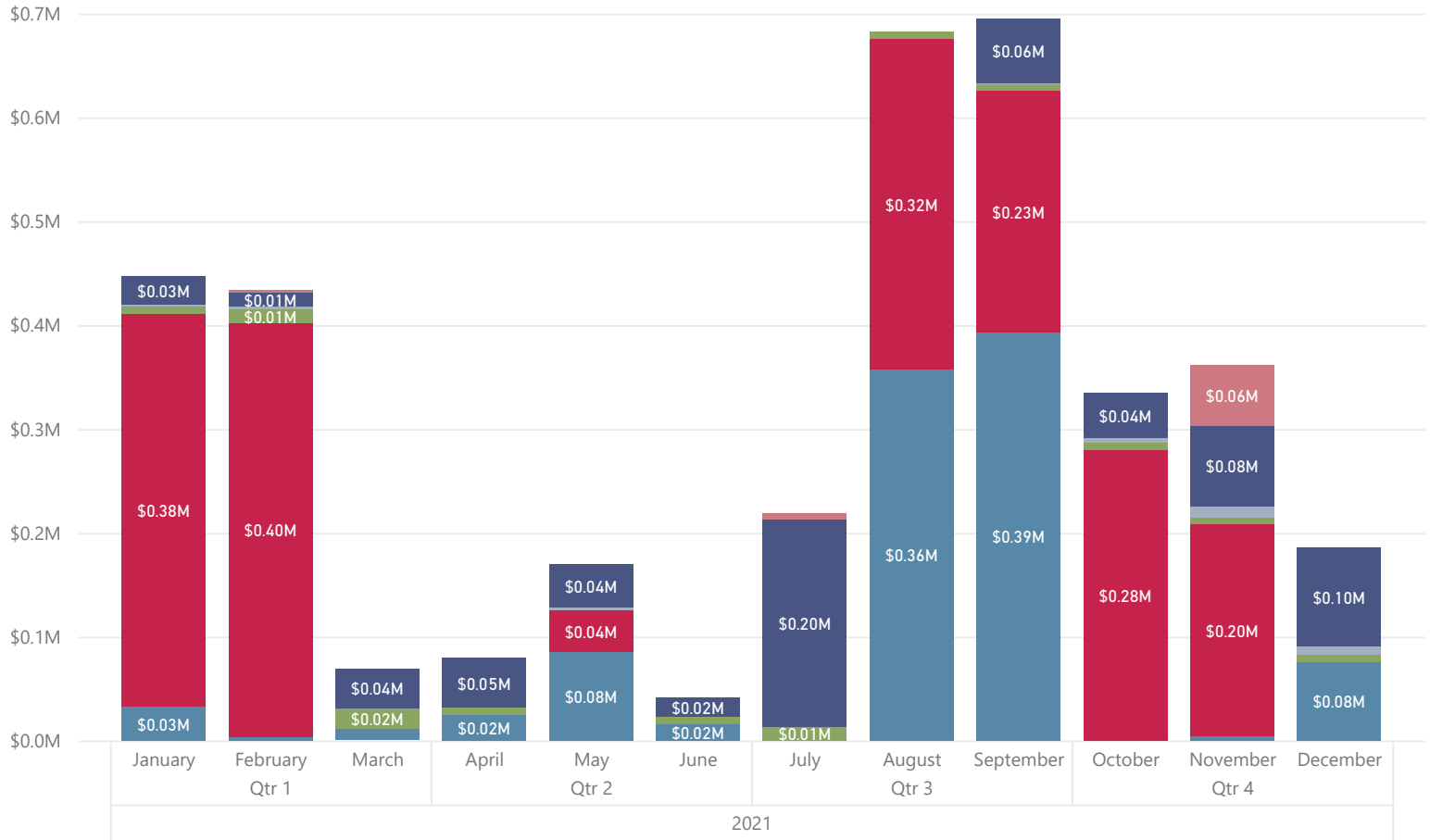


EXPENDITURE ANALYSIS

Item 4.

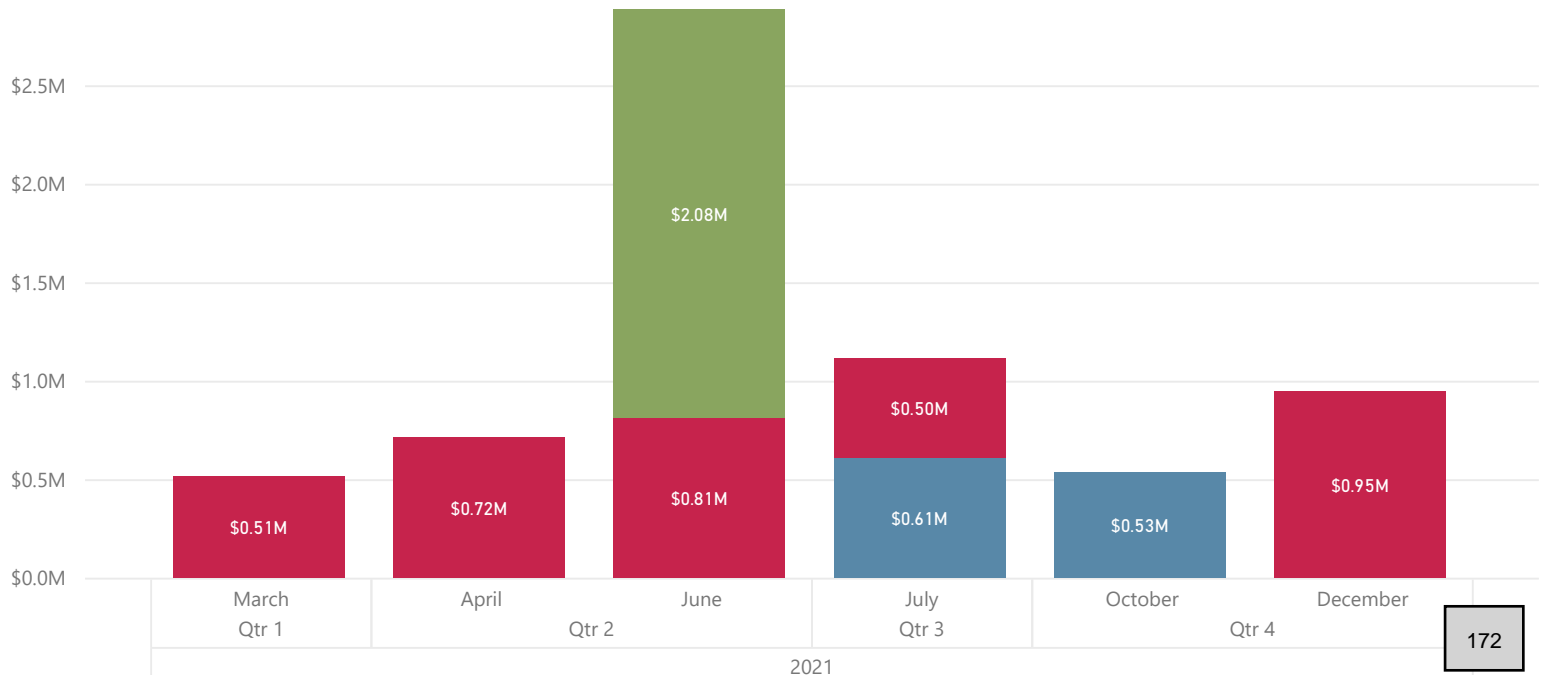
Expenditures Over Time (By Budget Category): Less than \$500-K

Budget Category ● A&E / Design / Testing ● Construction / FF&E ● Griffin Land Acquisition ● Project Contingency ● Project Oversight ● Public Art



Expenditures Over Time (By Budget Category): Greater Than \$500-K

Budget Category ● A&E / Design / Testing ● Construction / FF&E ● Land Acquisition / Site Prep / Infrastructure



Note: "Current Projections" are current as of Fiscal Year 2021. These projections update with each fiscal year.

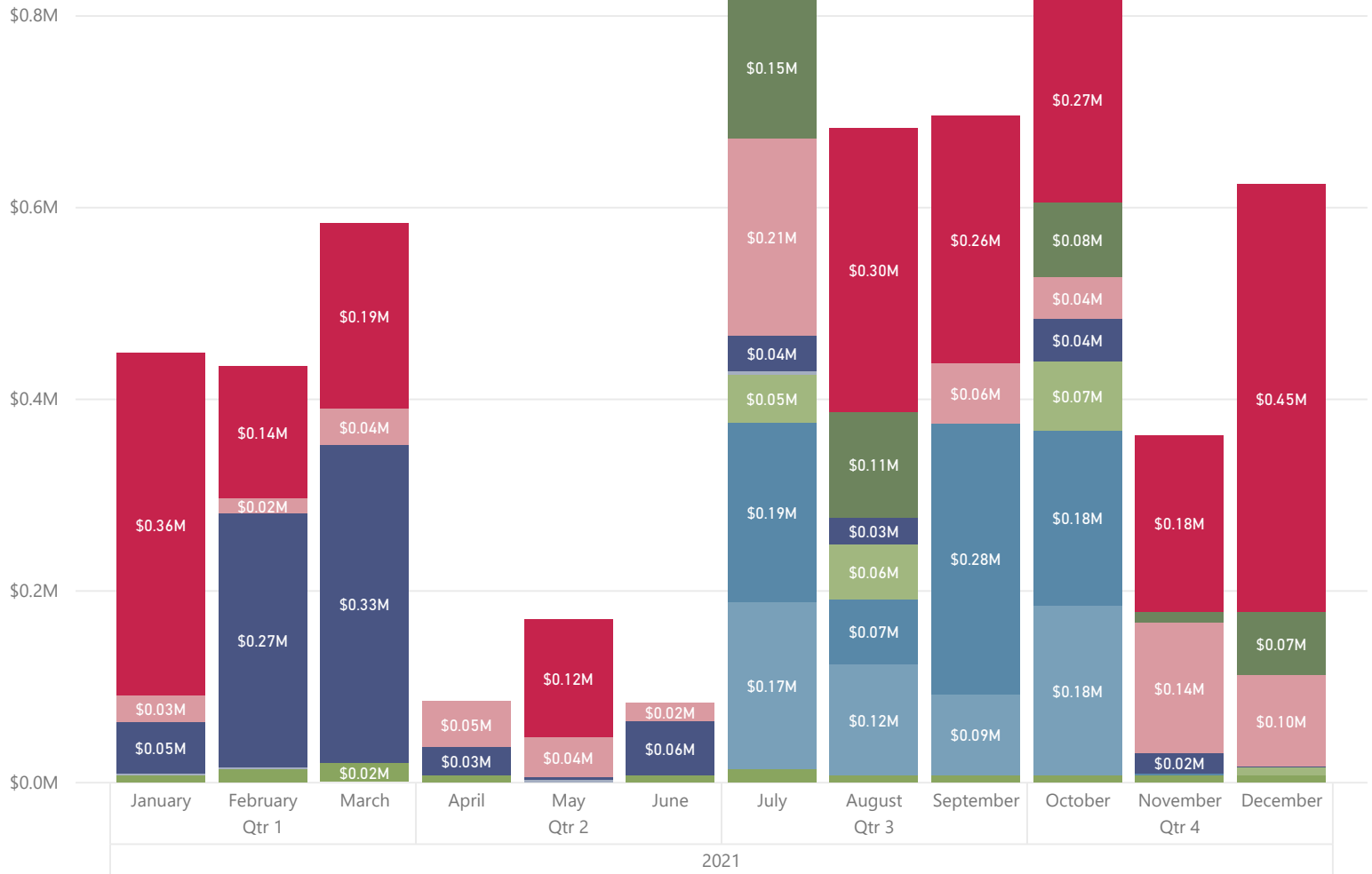


EXPENDITURE ANALYSIS

Item 4.

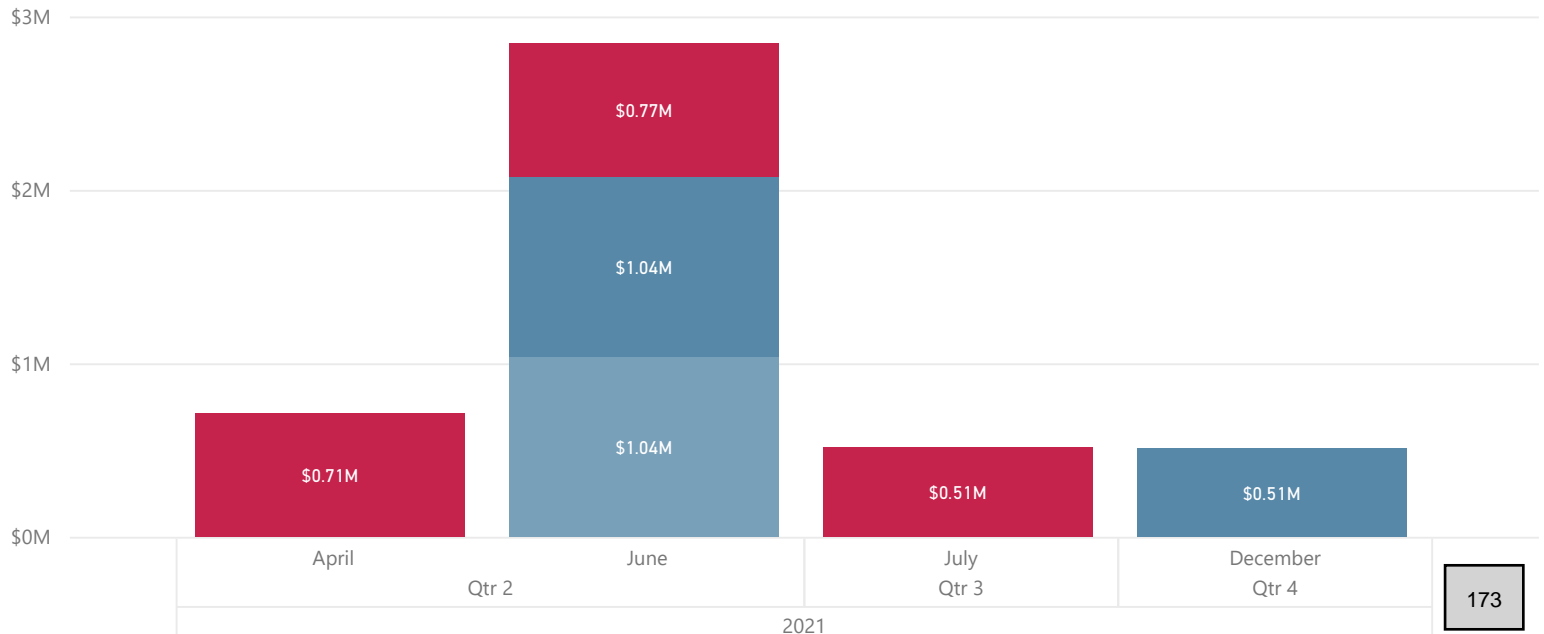
Expenditures Over Time (By Project): Less Than \$500-K

Project Name Griffin Land A... Indoor Aquati... Indoor Multi-... James Garn... Libraries Parks Projects Program Ex... Senior Citiz... Sports Co...



Expenditures Over Time (By Project): Greater Than \$500-K

Project Name Indoor Aquatic Center Indoor Multi-Sport Facility Sports Complex Projects

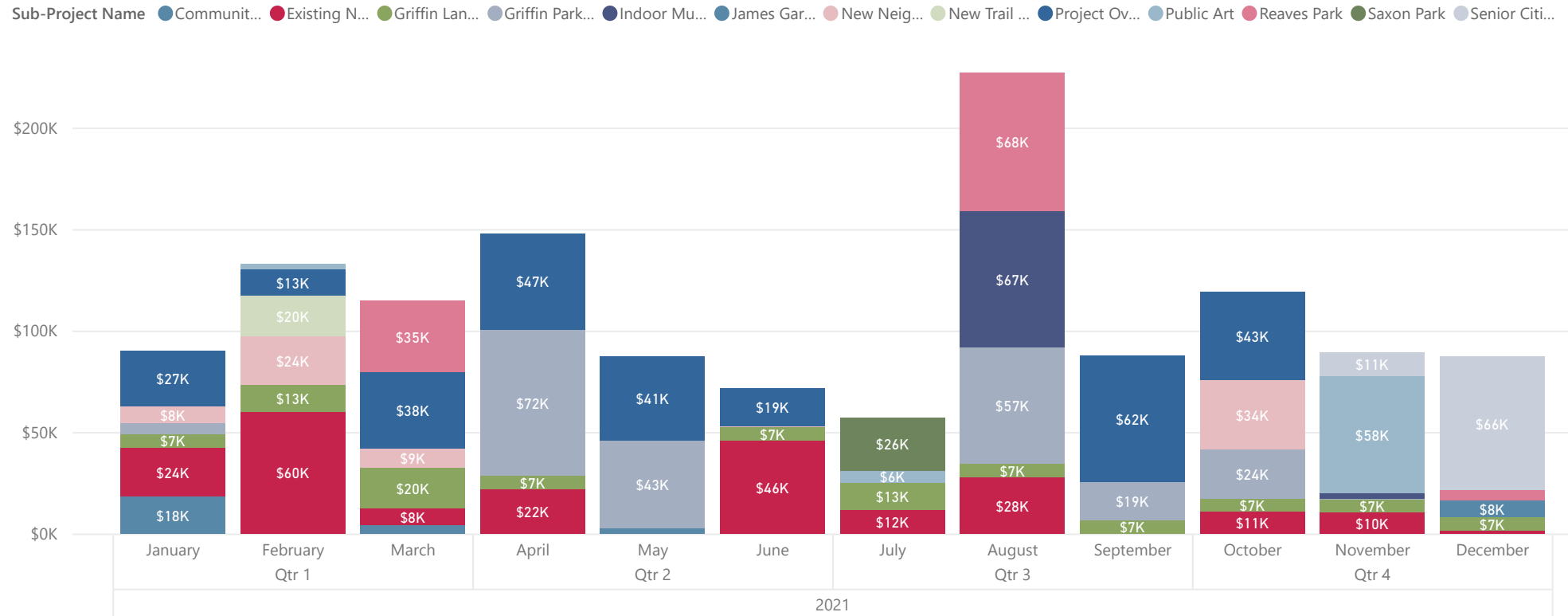




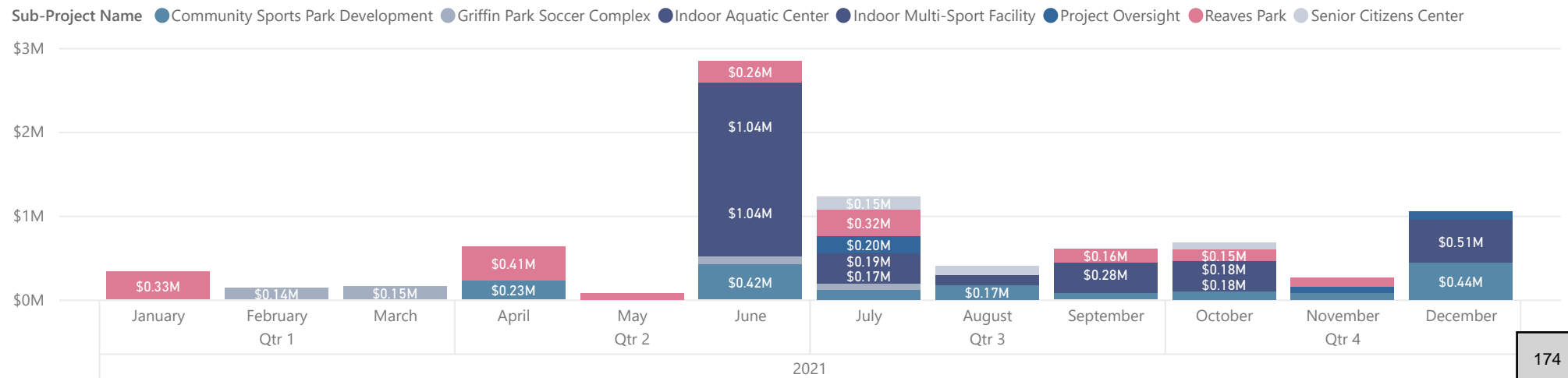
EXPENDITURE ANALYSIS: ONGOING PROJECTS

Item 4.

Expenditures Over Time (By Sub-Project): Less Than \$100-K



Expenditures Over Time (By Sub-Project): Greater Than \$100-K



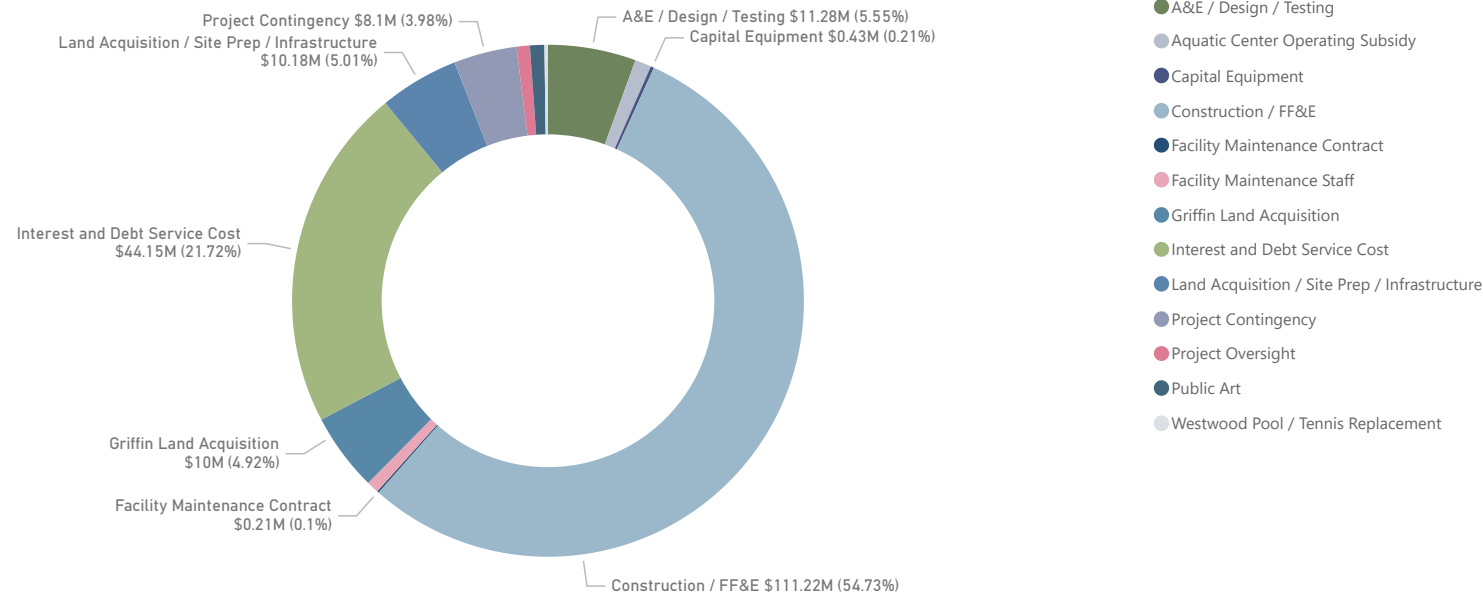
Note: "Current Projections" are current as of Fiscal Year 2021. These projections update with each fiscal year.



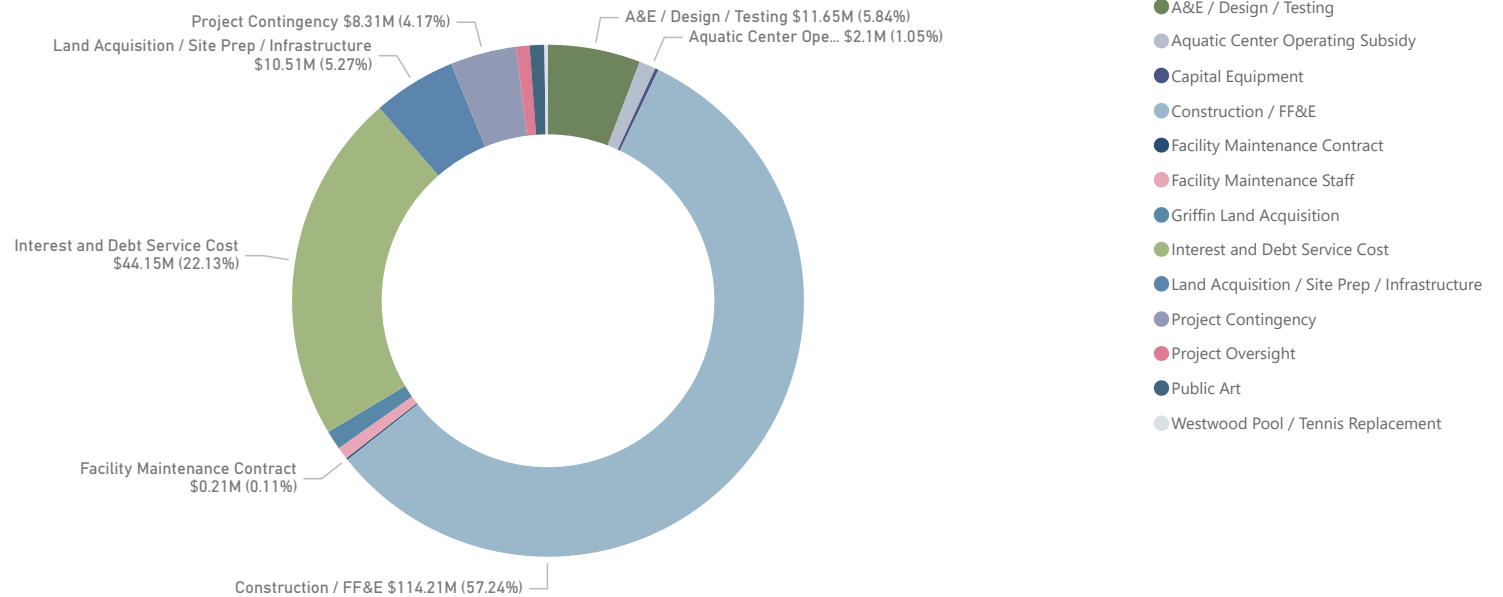
BUDGET ANALYSIS

Item 4.

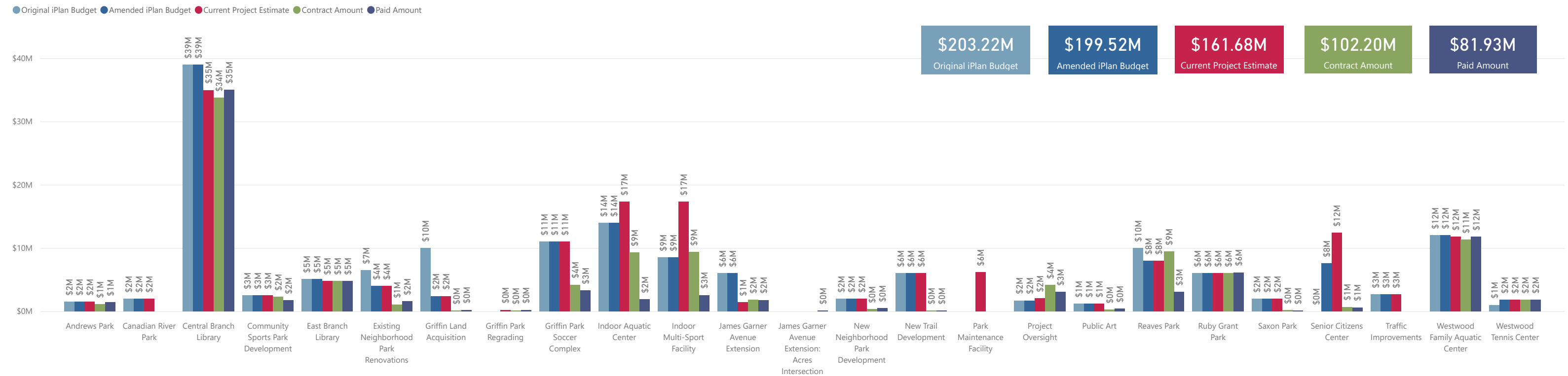
Original iPlan Budget (by Budget Category)



Amended iPlan Budget (by Budget Category)



iPlan Budget, Curent Project Estimate, Contract Amount, and Paid Amount (By Budget Category)



Note: "Current Projections" are current as of Fiscal Year 2021. These projections update with each fiscal year.

NORMAN FORWARD SALES TAX FUND

Use Tax Growth Factor (FYE 2021 - FYE 2-31)
Sales Tax Growth Factor (FYE 2020-FYE 2031)

5.000%
2.000%

Use Tax Growth Factor (FYE 2021 - FYE 2-31)				5.000%																
Sales Tax Growth Factor (FYE 2020-FYE 2031)				2.000%																
	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S				
	FYE 16 ACTUAL	FYE 17 ACTUAL	FYE 18 ACTUAL	FYE 19 ACTUAL	FYE 20 ACTUAL	FYE 21 ACTUAL	FYE 22 PROJECTED	FYE 23 PROJECTED	FYE 24 PROJECTED	FYE 25 PROJECTED	FYE 26 PROJECTED	FYE 27 PROJECTED	FYE 28 PROJECTED	FYE 29 PROJECTED	FYE 30 PROJECTED	FYE 31 PROJECTED	TOTAL			
1 Beginning Fund Balance	\$0	\$42,568,850	\$68,812,899	\$54,059,452	\$44,634,680	\$38,479,004	\$65,775,649	\$38,734,718	\$14,940,590	\$10,122,012	\$6,728,926	\$7,172,265	\$6,633,324	\$4,650,956	\$4,618,129	\$5,520,010				
2																				
3 Revenues																				
4 Sales Tax	\$3,036,583	\$9,101,963	\$9,101,396	\$9,249,871	\$9,280,292	\$9,951,030	\$10,150,051	\$10,353,052	\$10,560,113	\$10,771,315	\$10,986,741	\$11,206,476	\$11,430,606	\$11,659,218	\$11,892,402	\$8,224,002	\$156,955,109			
5 Use Tax	157,660	535,679	570,671	596,909	1,046,880	1,496,071	1,570,875	1,649,418	1,731,889	1,818,484	1,909,408	2,004,878	2,105,122	2,210,378	2,320,897	2,436,942	\$24,652,162			
6 Interest/Investment Income	3,790	114,127	595,431	883,333	570,925	177,820	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	\$181,607,271			
I/F Trans - Parkland, Room Tax	0	0	0	0	150,000	-	-	\$ 3,900,000	-	-	-	-	-	-	-	-				
I/F Trans - Water Fd, UNP TIF Fund	0	0	0	0	54,419	4,776,381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
I/F Trans - General Fd	0	0	0	0	4,800,000	-	\$ -400,000	\$ -400,000	\$ -400,000	\$ -400,000	\$ -400,000	\$ -400,000	\$ -400,000	\$ -400,000	\$ -400,000	\$ -400,000				
7 Donations/Other	0	0	8,500	0	52,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
8																				
9 Subtotal	\$3,198,033	\$9,751,769	\$10,415,998	\$11,080,113	\$11,155,495	\$21,201,302	\$12,145,925	\$16,327,470	\$12,717,002	\$13,014,799	\$13,321,149	\$13,636,354	\$13,960,728	\$14,294,596	\$14,638,299	\$11,085,944	\$201,944,975			
10 Bond Proceeds	431,600,000	30,950,000			0	22,250,000											\$96,360,000			
11 Total Revenue	\$46,358,033	\$40,701,769	\$10,415,998	\$11,080,113	\$11,155,495	\$43,451,302	\$12,145,925	\$16,327,470	\$12,717,002	\$13,014,799	\$13,321,149	\$13,636,354	\$13,960,728	\$14,294,596	\$14,638,299	\$11,085,944	\$298,304,975			
12 Expenditures																				
13 Norman Public Library - Central	2,575,149	3,125,305	11,766,247	5,802,804	19,004	-	-	-	-	-	-	-	-	-	-	-	\$34,989,758			
14 Norman Public Library - Central			0	6,077,613	5,462,600	61,036	-	-	-	-	-	-	-	-	-	-				
15 Norman Public Library - East	157,969	647,440	3,555,919	418,261	-	-	-	-	-	-	-	-	-	-	-	-	\$4,790,972			
16 Norman Public Library - East				6,895	4,488	-	-	-	-	-	-	-	-	-	-	-				
17 Westwood Pool Complex	268,889	7,308,839	3,980,989	78,574	-	-	-	-	-	-	-	-	-	-	-	-	\$11,763,799.84			
18 Westwood Pool Complex				118,367	\$8,141	-	-	-	-	-	-	-	-	-	-	-				
19 Park Development - Ruby Grant			-	360,669	3,347,014	-	45,883	-	-	-	-	-	-	-	-	-	\$ -			
Park Development - Ruby Grant							2,535,788	-	-	-	-	-	-	-	-	-				
20 Park Development - Saxon				-	-	-	26,255	450,000	-	750,000	773,745	-	-	-	-	-	\$2,000,000			
21 Park Renovation - Existing Parks			481,971	225,658	491,041	352,363	-	-	650,000	650,000	650,000	650,000	1,000,000	1,300,000	49,000	-	\$6,500,033			
22 Park Renovation-New Neighborhood Parks		7,314	-	16,470	337,044	95,620	-	-	-	-	-	-	-	-	-	-	\$2,000,000			
23 Park Renovation - Andrews		0	99,099	1,900	323,382	1,011,482	-	-	-	-	-	500,000	343,552	-	-	-	\$1,446,574			
24 Park Renovation - Tennis Center		248,742	42,608	471,378	-	-	-	-	-	-	-	-	-	-	-	-	\$1,801,277			
25 Park Renovation - Tennis Center				1,038,549	-	-	-	-	-	-	-	-	-	-	-	-				
26 Park Development - Trails				-	14,000	20,000	500,000	-	-	-	-	-	1,000,000	2,400,000	1,066,000	-	\$5,000,000			
27 Sports Complex - Reaves		88,720	180,419	111,659	377,340	2,451,666	795,863	2,477,908	1,652,752	1,680,000	-	-	-	-	-	-	10,000,000			
28 Sports Complex - Reaves				183,714	-	-	-	-	-	-	-	-	-	-	-	-				
29 Sports Complex - Football/Southball			0	0	12,075	-	1,250,000	1,237,925	-	-	-	-	-	-	-	-	\$2,500,000			
30 Sports Complex - Griffin	171,280	105,855	636,406	91,939	1,243,675	707,270	4,000,000	3,607,176	-	-	-	-	-	-	-	-	11,000,000			
31 Sports Complex - Griffin		46,136	-	390,262	-	-	-	-	-	-	-	-	-	-	-	-				
32 Indoor Multi Sports Facility		0	0	-	191,717	1,343,539	6,964,744	7,434,791	1,500,000	-	-	-	-	-	-	-	\$17,434,791			
33 Griffin Land Acquisition				-	80,000	100,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	1,520,000	\$2,420,000			
34 James Garner Avenue	8,930	73,334	804,031	59,793	22,918	73,674	-	3,768,108	576,326	-	-	-	-	-	-	0	6,000,000			
35 James Garner Avenue				612,586	-	-	-	-	-	-	-	-	-	-	-	-				
36 Indoor Aquatic Center		0	0	0	205,466	1,336,039	7,258,323	5,200,172	-	-	-	-	-	-	-	-	\$14,000,000			
37 Canadian River Park				-	-	-	-	-	-	-	-	-	-	-	1,995,000	-	\$1,995,000			
38 Senior Center			0	0	127,648	227,723	7,244,629	4,800,000	-	-	-	-	-	-	-	-	\$12,400,000			
39 Traffic Improvements	0		0	0	0	-	500,000	500,000	500,000	700,000	-	-	500,000	-	-	-	\$2,700,000			
40 Debt Insurance Costs	457,432	423,815	0	0	0	314,825	-	-	-	-	-	-	-	-	-	-	\$1,196,072			
41 Subtotal	\$3,639,649	\$12,075,501	\$21,547,990	\$16,067,091	\$12,367,513	\$10,657,280	\$29,800,153	\$29,106,080	\$5,709,078	\$3,883,745	\$730,000	\$1,230,000	\$2,923,552	\$3,780,000	\$3,190,000	\$1,520,000	\$158,227,631			
42 2015 Note (Proceeds Spend Down)	Par Amount \$43,160,000	Issue Date 12/1/2015	Maturity Date 1/1/2029	\$3,259,839	\$11,508,235	\$21,066,019	\$7,036,307	-	-	-	-	-	-	-	-	-				
43 2017 Note (Proceeds Spend Down)	\$30,950,000	5/1/2017	7/1/2030		\$423,815	\$0	\$8,427,987	\$7,928,844	\$6,911,031	7,258,323	-	-	-	-	-	-				
44 2019 Note (Proceeds Spend Down)	\$22,250,000	12/1/2017	10/1/2030			\$0	\$0	\$0	\$10,964,744	\$11,285,256	-	-	-	-	-	-				
45 I/F Transf - GF				15,000	139,328	187,695	430,876	451,670	473,504	496,429	520,500	545,775	572,314	600,180	629,439	660,161	\$5,722,871			
46 I/F Transf - Public Art Fund		95,000	151,533	66,237		-	300,000	100,000	115,000								\$827,770			
47 Operating Expense - Indoor Aquatic Ctr									175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	\$1,400,000			
48 Project Oversight Services	146,836	444,592	408,421	548,483	645,556	419,213	300,000	300,000	300,000	300,000	35,000	35,000	35,000	35,000	35,000	35,000	\$3,813,101			
49 I/F Trans - Westwood Fund				35,004		35,000	35,000	35,000	35,000							35,000	\$455,004			
50 Capital Equipment						-	-	-	-	-	-	-	-	-	125,000	-	\$125,000			
51 Debt Service - 2015 Note (Bank Loan)	Interest Rate 2.98%	Par Amount \$43,160,000	Maturity 1/1/2029	2,698	1,842,628	2,270,117	2,240,167	2,609,396	3,160,757	3,065,648	4,921,670	5,568,819	6,406,533	5,954,131	6,388,741	5,907,251	2,892,465	0	\$53,231,019	
52 Debt Service - 2017A Note (Bank Loan)	2.40%	\$30,950,000	7/1/2030			791,384	1,532,903	1,514,378	1,694,712	2,646,800	2,598,800	2,550,800	2,502,800	2,854,800	3,192,400	3,721,600	4,236,400	6,973,600	0	\$36,811,377
53 Debt Service - 2020 Note (Bank Loan)	2.40%	\$22,250,000	7/1/2031				0	0	0	2,60										

File Attachments for Item:

5. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2122-3: SUBMITTED BY BETHEL BAPTIST CHURCH IN THE AMOUNT OF \$13,937 FOR DAMAGE TO AN ENTRYWAY AWNING BY A CITY SANITATION TRUCK ON JANUARY 17, 2022, AT 1717 WEST LINDSEY STREET.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/22/2022

REQUESTER: Kathryn Walker, City Attorney

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2122-3: SUBMITTED BY BETHEL BAPTIST CHURCH IN THE AMOUNT OF \$13,937 FOR DAMAGE TO AN ENTRYWAY AWNING BY A CITY SANITATION TRUCK ON JANUARY 17, 2022, AT 1717 WEST LINDSEY STREET.

BACKGROUND: A claim was filed by Bethel Baptist Church in the amount of \$13,937 for damage to an entryway awning when it was struck by a City Sanitation trash truck on January 17, 2022, at 1717 West Lindsey Street.

DISCUSSION: This incident was investigated by Terry Richmond, Utilities Supervisor, who found on January 17, 2022, a City Sanitation employee was driving a trash truck and servicing dumpsters at Bethel Baptist Church, 1717 West Lindsey Street. The employee attempted a U-turn in order to exit the parking lot but he misjudged the distance to the side of the building and struck the entryway awning. This caused damage to the solid structure, including wiring and stucco.

Bethel Baptist Church provided estimates to repair and rebuild the awning structure with the lowest estimate being \$13,937. As indicated above, there appears to be possible negligence on the part of the City in this matter and consequently potential liability on the City. The claim of Bethel Baptist Church, in the amount of \$13,937, appears reasonable.

RECOMMENDATION: Based upon the above and foregoing, it is the recommendation of the City Attorney's office that the claim of Bethel Baptist Church in the amount of \$13,937 as set forth above, be approved. Funds are available in Miscellaneous Services-Special Claims (43122351-44718) to cover the claim.

**CITY OF NORMAN
POST OFFICE BOX 370
NORMAN, OKLAHOMA 73070**

NOTICE OF TORT CLAIM

CLAIMANT: BETHEL BAPTIST CHURCH DATE: 2-10-2022
 ADDRESS: 1717 W. LINDSEY CITY NORMAN
 STATE: OK ZIP: 73069 PHONE: (H) 405-329-3749 ^W CELL ~~(H)~~ 405-618-8377
 EMAIL ADDRESS: JOHN@BBENORMAN.COM
 DATE OF INCIDENT: JANUARY 17, 2022
 LOCATION OF INCIDENT: 1717 W. LINDSEY, NORMAN, OK

STATEMENT OF CIRCUMSTANCES / REASONS YOU BELIEVE CITY IS LIABLE:

SEE ATTACHED STATEMENT.

(use additional pages if necessary)

MONETARY STATEMENT: List of expenses claimed for payment:

<u>THREE ESTIMATES</u>	\$		\$	
<u>ATTACHED</u>	\$		\$	
	\$		\$	

TOTAL AMOUNT CLAIMED: \$

NAME AND ADDRESS OF INSURANCE COMPANY: INSURICA, 406 S. BOULDER AVE,
SUITE 500, TULSA, OK 74103 AGENT: MATT NEIGHBORS 918-660-0090

THIS FORM MUST BE SIGNED AND RETURNED WITH ALL REQUESTED INFORMATION IN ORDER TO BE PROCESSED.

I SWEAR AND/OR AFFIRM THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

**FILED IN THE OFFICE
OF THE CITY CLERK
ON 2/10/22**

John Henson FINANCIAL ADMINISTRATOR
CLAIMANT'S SIGNATURE

Bethel Baptist Church

Description of Accident-City of Norman Truck

At approximately 9:00 a.m. on Monday, January 17, 2022, Mr. Troy Garrett, driver of a City of Norman refuse and waste truck, Oklahoma tag #24165, drove North from Lindsey Street into the parking lot on the East side of Bethel Baptist Church. He made a u-turn in the parking lot and proceeded South toward the exit to Lindsey Street. The truck struck and lodged under a canopy overhang over the East pedestrian entry into the church building, causing a portion of the underside of the overhang to break loose and fall. Also, some electrical can lights were dislodged, along with metal supports for the underside of the canopy. Some of the East canopy facing was also dislodged by the impact of the truck, and more was knocked loose when the truck was extricated from under the canopy.

Some City of Norman personnel came to the accident scene to inspect the truck lodged under the canopy and assisted in removing the truck from its predicament. City of Norman staff also requested the Norman Police Department come to inspect the accident, and Officer Jamie Crowe came to the scene to investigate and prepare a report. The church's security camera system also recorded the event.

We request that the City of Norman process this claim as soon as possible, so that repairs may begin soon.

Estimate

Crosspointe Contractors, LLC

PO Box AA Norman, OK 73070 (405) 816-9124

Customer: Bethel Baptist Church
1717 W. Lindsey St
Norman, OK 73069

Date: 01/26/22

Property: Bethel Baptist Church
1717 W. Lindsey St
Norman, OK 73069

Project: Entry Repair

Project Details:

Complete required installation of (2) LED can lights and required wiring as needed
Clean up and reconstruct entry as required to best match existing
Repair stucco as required to best match existing
Repair trim as required
Clean up of area

Total Price: \$13,937.00

Notes:

Progress pictures will be provided to customer
Additional labor or material not mentioned above will result in a change order and an increase in Estimate

Payment Terms:

Payment in full upon date of job completion

Customer Approval (Signature/Printed Name):

This Estimate is submitted for your consideration, and upon execution by you, becomes a full and binding agreement. All material is guaranteed to be as specified. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change orders and will be an extra charge over and above the Estimate price. The above prices, specifications and conditions are satisfactory and are hereby accepted. Crosspointe Contractors LLC is authorized to do work specified. Payment will be made as outlined above and upon completion of the project.

Signature _____ Printed Name _____



File Attachments for Item:

6. CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF REIMAGINED MURAL ENTITLED "PROMISED LAND" TO BE PLACED ON THE RETAINING WALL ALONG 12TH AVENUE N.E. AND ROCK CREEK ROAD.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/22/2022

REQUESTER: Veronica Tracy, Recreation Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF REIMAGINED MURAL ENTITLED "PROMISED LAND" TO BE PLACED ON THE RETAINING WALL ALONG 12TH AVENUE N.E. AND ROCK CREEK ROAD.

BACKGROUND:

The City of Norman was approached by the Norman Arts Council regarding a mural commissioned initially in 2014 as part of the NAC's Start Norman Project. Originally installed on the side of "The Old Lumber Yard" building facing Webster Avenue, it was never intended to be a permanent installation. It was eventually disassembled and stored until Norman Arts Council could find a suitable location to re-install. Norman Arts Council has been working on options to preserve sections of the original piece and inquired about re-installing the preserved sections on the retaining wall along 12th Avenue NE and Rock Creek Road. This will be the first Public Art Board project for northeast Norman.

Both the Norman Public Arts Board and the Norman Arts Council have recommended that the City accept this donation.

DISCUSSION:

Chapter 8, Section 8-111 states that City Council must first accept any item donated to the City with a value above \$250. Furthermore, Chapter 4, Section 4-204 states that "the City shall accept all donations of public art, as defined herein, that are made in accordance with section 4 of the Charter. . ." Article I, Section 4 of the City Charter allows that the "City may receive bequests, gifts, and donations of all kinds of property in fee simple or trust for charitable or public purposes and perform all acts necessary to carry out the purposes of such bequests, gifts, donations or trusts, with power to manage, sell, lease or otherwise dispose of same in accordance with the terms of the bequest, gift, donation, or trust."

RECOMMENDATION:

It is recommended that the City of Norman accept the donation of a re-installed along the retaining wall at 12th Avenue NE and Rock Creek Road mural entitled "Promised Land".



Item 6.

Board of Directors January 2, 2022

Lesha Maag,
President
Ron Collett
Past President
Dennis Bringham
Vice President
Jin Jo Garton
Secretary
Bree Montoya
Co-Treasurer
Amy Million
Co-Treasurer

Jason Olsen
Director, Parks Department
City of Norman

Dear Jason,

This letter is to serve as a request for the City of Norman to accept a donation of public art from the Norman Arts Council.

Board Members

Jana Atkins
Jennifer Baker
Liz Barfield
Haley Dennis
Anthony Francisco
Francesca Giani
Keith Gaddie
Leticia Galizzi
Cody Giles
Joyce Green
William Hickman
Carolynn Loon
Jenny McCaleb
Chase Spivey
Brad Stevens

The work of art was commissioned as a mural in 2014 as part of the NAC's stART Norman project. Originally installed on the side of "The Old Lumber Yard" building and facing Webster Avenue, this mural was disassembled and stored for the NAC at a private residence until we could find a suitable location to re-install.

Since the mural was never intended to be a permanent installation, the NAC has been considering options to preserve sections. We are delighted that the City has entertained the option of re-installing and re-imagining the work on the retaining wall along 12th Avenue NE and north of E. Robinson St.

And, since the mural was a site-specific, temporary installation, there is no monetary value to the donation.

Staff

Erinn Gavaghan,
Executive Director
Josh Boydston,
Associate Director
Cher Duncan,
Programs and
Development Manager
Debby Williams,
Public Art Manager

TITLE: *Promised Land*

ARTISTS: Marwin Begay, Ellen Moershell, and Michael Wilson

Sincerley,

Erinn Gavaghan
Executive Director, Norman Arts Council

CC: Liz Barfield, Public Arts Board Chair





File Attachments for Item:

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-13 A PERMANENT WATER LINE EASEMENT FROM HERMAN ROBERT USRY REVOCABLE TRUST IN THE AMOUNT OF \$8,500 FOR THE FLOOD AVENUE WATER LINE REPLACEMENT PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/8/2022

REQUESTER: Rachel Croft

PRESENTER: Rachel Croft, Staff Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-13 A PERMANENT WATER LINE EASEMENT FROM HERMAN ROBERT USRY REVOCABLE TRUST IN THE AMOUNT OF \$8,500 FOR THE FLOOD AVENUE WATER LINE REPLACEMENT PROJECT.

BACKGROUND:

This project will replace approximately 12,800 feet of 16-inch water line from Robinson Street to Tecumseh Road, and about 2,900 feet of 12-inch from Tecumseh to Franklin Road with 16, 12, 8, and 6-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 addition, approximately 983 feet of 8-inch waterline along Goddard Avenue was added to this project, originally designed as part of project SA0021 – New Sanitation Facility. This new line was incorporated into this project in order to maintain water service to North Base Complex while contractors remove and replace the existing 16-inch line along Flood Avenue currently serving the North Base Complex.

DISCUSSION:

Easement E-2122-13 from Herman Robert Usry Revocable Trust is approximately 1,256 square feet, located in lot 2, block 4 of section 19 off of Lexington Avenue and Flood Avenue, and extends north of the existing utility right-of-way on Lexington Street and east of the existing BNSF Railroad right-of-way as shown in the attached exhibit. This easement provides the necessary access to allow for the installation, operation, and maintenance of the replacement 8-inch waterline in order to provide sufficient working and maintenance area for the bore under the railroad right-of-way.

This is the only easement needed for the Flood Avenue waterline replacement project and the Herman Robert Usry Revocable Trust has agreed to convey Easement 2122-13 for the sum of \$8,500.00. There is \$109,000 available in project account WA0328-LAND (31993360-46001) which is sufficient for funding the easement.

RECOMMENDATION:

Staff recommends acceptance of Easement E-2122-13 from the Herman Robert Usry Revocable Trust in the amount of \$8,500.

PUBLIC WATER LINE EASEMENT
City of Norman

Know all men by these presents:

That Herman Robert Usry Revocable Trust, for and in consideration of the sum of Eight Thousand Five Hundred Dollars (\$8,500.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do/does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a Public Water Line Easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland, Oklahoma, in Exhibit A.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a PUBLIC WATER LINE. To have and to hold the same unto the said City of Norman, its successors, and assigns.

Signed and delivered this 18th day of January, 2022.

Herman Robert Usry Revocable Trust

By: Herman R Usry Title Owner

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 18th day of January, 2022, personally appeared Herman R Usry, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public: Kristy Hyde

My Commission Expires: 4/20/24 Commission No. : 00006974

Approved as to form and legality this 18th day of January, 2022

City Attorney

Approved and accepted by the Council of the City of Norman, this ____ day of _____, 20__.

Mayor

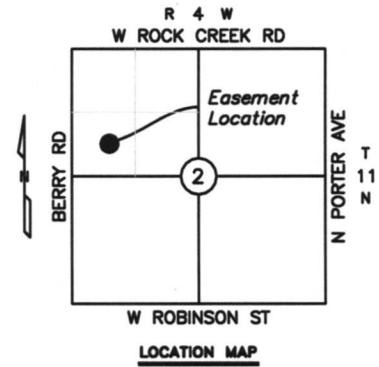
ATTEST:

City Clerk

SEAL:

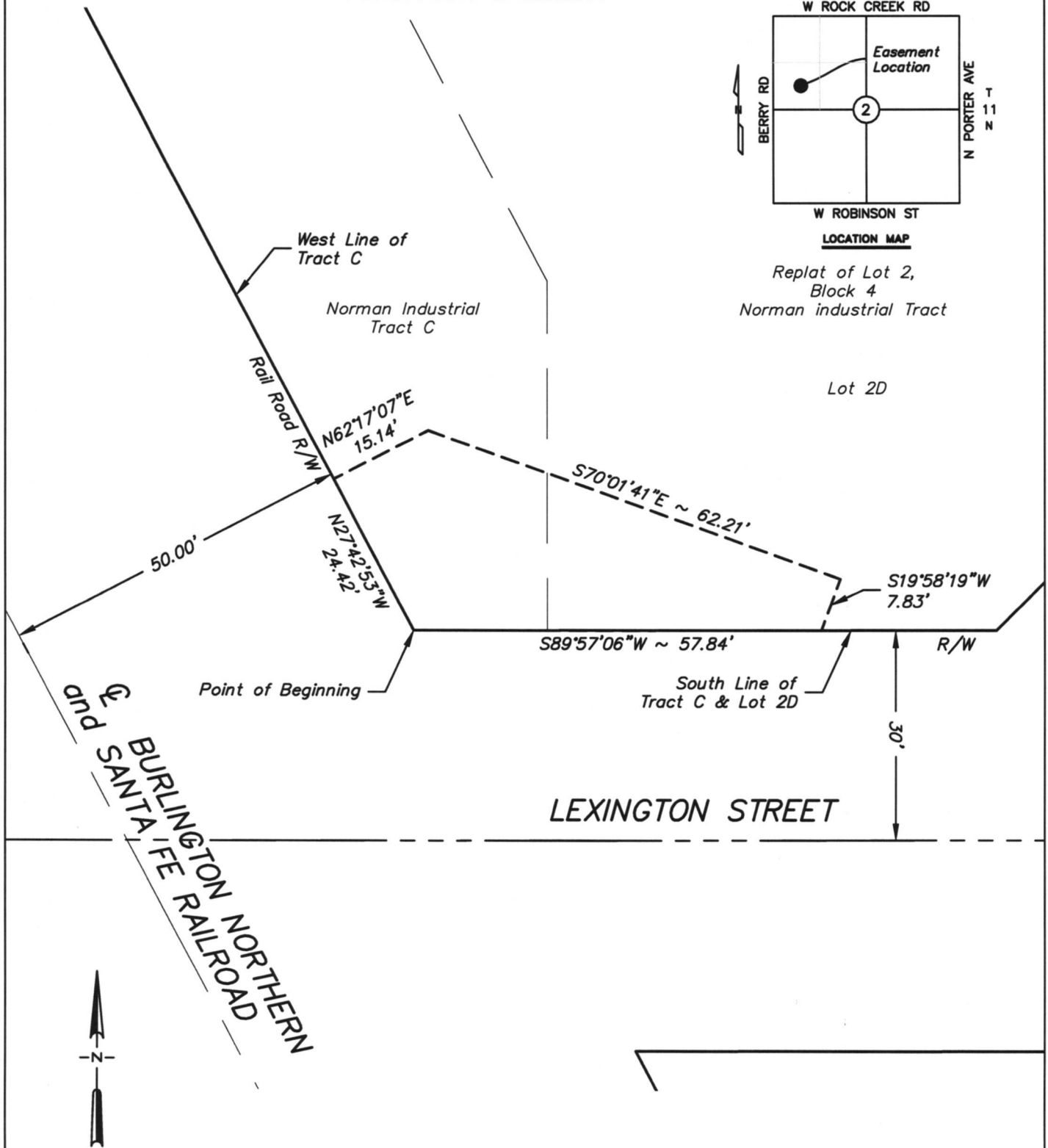


EXHIBIT

FLOOD AVENUE WATERLINE
PERMANENT EASEMENT

Replat of Lot 2,
Block 4
Norman industrial Tract

Lot 2D



LEMKE LAND SURVEYING, LLC

3226 BART CONNER DRIVE, NORMAN, OK 73072
PH.(405)366-8541 FAX(405)366-8540
CA # 6975

<http://www.lemke-ls.com>

Surveyed By: TW/CG

Drawn By: DR/SA

Approved By: BW

Date: 12/07/2021

Scale:

Project No: 19506.00

Project: FLOOD AVENUE WATERLINE PROJECT
PERMANENT EASEMENT

Project Location: NORMAN INDUSTRIAL TRACT
TRACT C AND PART OF LOT 2D

Client: CITY OF NORMAN

Sheet
Number

1

192

Sheet 1 of 2

EXHIBIT

LEGAL DESCRIPTION
Flood Avenue Waterline Project
Permanent Easement

A strip piece or parcel of land being a part of Tract C of the Norman Industrial Tract and a part of Lot 2D of the Replat of Lot 2, Block 4, Norman Industrial Tract, according to the recorded plats thereof, in Cleveland County, Oklahoma. Said parcel of land being described by Beau Winfrey, OK PLS 1766, with bearings based on Railroad Right-of-Way being at N 27°42'53" W on December 9, 2021 by metes and bounds as follows:

BEGINNING at the SW corner of said Tract C;

THENCE N 27°42'53" W, along the West line of said Tract C, a distance of 24.42 feet;

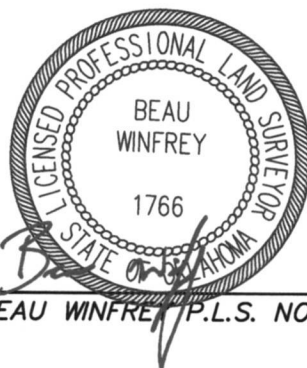
THENCE N 62°17'07" E, perpendicular to said West line, a distance of 15.14 feet;

THENCE S 70°01'41" E a distance of 62.21 feet;

THENCE S 19°58'19" W a distance of 7.83 feet to a point on the South line of said Lot 2D;

THENCE S 89°57'06" E, along the South line of Lot 2d and Tract C, a distance of 57.84 feet to the POINT OF BEGINNING.

Containing 0.03 acres (1,256 S.F.), more or less.



12/09/2021

Date

LEMKE LAND SURVEYING, LLC

S L
L S

3226 BART CONNER DRIVE, NORMAN, OK 73072
 PH.(405)366-8541 FAX(405)366-8540
 CA # 6975
<http://www.lemke-ls.com>

Surveyed By: TW/CG
 Drawn By: DR/SA
 Approved By: BW
 Date: 12/07/2021
 Scale:
 Project No: 19506.00

Project: FLOOD AVENUE WATERLINE PROJECT
 PERMANENT EASEMENT
 Project Location: NORMAN INDUSTRIAL TRACT
 TRACT C AND PART OF LOT 2D
 Client: CITY OF NORMAN

Sheet
Number

2 193

Sheet 2 of 2

File Attachments for Item:

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2021-01: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARNEY COMPANIES, INC., INCREASING THE CONTRACT AMOUNT BY \$59,043.05 FOR A REVISED CONTRACT AMOUNT OF \$2,070,994.85 AND ADDING 127 DAYS TO THE CONTRACT FOR THE ROBINSON WATER LINE REPLACEMENT PROJECT, PHASE III, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$177,882.27.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/22/2022

REQUESTER: Ken Giannone, PE

PRESENTER: Ken Giannone, PE, Capital Projects Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2021-01: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARNEY COMPANIES, INC., INCREASING THE CONTRACT AMOUNT BY \$59,043.05 FOR A REVISED CONTRACT AMOUNT OF \$2,070,994.85 AND ADDING 127 DAYS TO THE CONTRACT FOR THE ROBINSON WATER LINE REPLACEMENT PROJECT, PHASE III, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$177,882.27.

BACKGROUND: The Robinson Water Line Replacement Phase III Project (WA0242I) is part of a multi-phase project to replace the existing 16" transmission main that connects drinking water flow from the Norman Water Treatment Plant on the east side of the City to the west side of the City with 30" transmission lines to ensure future peak demands can be met. This project also includes replacement of 8" and 12" distribution mains in adjacent neighborhoods that have reached the end of their useful lives and were increasingly prone to expensive and disruptive breaks and emergency repairs. Specifically, this project included 6,800 linear feet (LF) of 30" PVC water line on the north side of Robinson, generally between 24th Avenue N.W. (where it interconnected with previously completed Phase II of this project) and Flood Avenue; and 129 LF of 8" PVC water line and 2,957 LF of 12" PVC water line (installed by both open cut and horizontal directional drilling [HDD] methods) on the south side of Robinson, to replace distribution mains that were at the end of their useful lives.

PLUMMER Associates, Inc., (PLUMMER) was selected as the design engineer for this contract, and NUA approved their design contract (K-1819-06) on August 28, 2018. PLUMMER has completed the design and all necessary permits were issued in April 2020. Project was advertised for bidders on May 14, 2020, and Bids were opened on June 11, 2020. Garney Companies, Inc. (Garney) was deemed the lowest and best bidder for the contract alternate including replacement of 12" distribution mains by HDD methods. The contract was awarded to Garney on July 14, 2020, and construction commenced in October 2020. Project was completed as of November 2, 2021.

DISCUSSION: Change Order No. Two (2), if approved, would result in a contract increase of \$59,043.05 to a revised total cost of \$2,070,994.85. The change order includes \$10,815.20 for additional casing pipe and concrete encasement required due to conflict with an unforeseen

24" storm line on the south side of Robinson; \$29,350.90 for the impact of several unforeseen utilities on the north side of Robinson; and \$18,876.95 to revise bid item quantities to match quantities of materials actually required to complete the work. This latter category was largely the net result of several minor field changes due to unforeseen subsurface conditions that required additional fittings and/or open cutting of sections originally designed as horizontal directional drilling. Funding for Change Order No. Two (2) would come from the Water Line Replacement: Robinson – 24th N.W. to WTP, Construction Account (Org 31996683 – Object 46101; Project WAA0242) which has an unencumbered balance of \$3,889,401.10.

Change Order No. Two (2) also includes a time extension (with no associated cost) of 127 Calendar-Days for the extra work covered by the change order as well as for certain weather impacts during completion of restoration work.

Work on the project is complete. Final inspection was completed on October 7, 2021, and a punch list was generated. Garney completed work on punch list items as of November 2, 2021. The engineer, PLUMMER, recommends approval of Change Order No. Two (2), acceptance of the project, and payment of the final claim.

RECOMMENDATION: Staff recommends that Change Order No. Two (2) in the amount of \$59,043.05 and a 127-Calendar-Day time extension be approved, and the Robinson Water Line Replacement Phase III be accepted, and final payment be authorized in the amount of \$177,882.27 to Garney Companies, Inc.

Change Order No. 2

Contract K-1920-1

Page 2 of 2

Attachment 1

BID ITEMS:								
Bid Item	Description	Units	Contract Quantity Thru C.O. No. 1	Unit Price	Original Contract Amount	Proposed Quantity Increase/ Decrease	Cost Increase / Decrease	Percent Change
Base Bid Items								
1	4-inch C900 PVC DR18 Water Pipe by Open Cut	LF	80	\$51.00	\$4,080.00	-22.00	-\$1,122.00	-27.50%
2	6-inch C900 PVC DR18 Water Pipe by Open Cut	LF	90	\$59.00	\$5,310.00	-19.00	-\$1,121.00	-21.11%
4	Boring 6-inch Restrained PVC Pipe with 16-inch Steel Casing	LF	120	\$260.00	\$31,200.00	5.00	\$1,300.00	4.17%
5	4-inch MJ Gate Valve with Valve Box	EA	3	\$850.00	\$2,550.00	-2.00	-\$1,700.00	-66.67%
10	4-inch 90° MJ Bend	EA	1	\$120.00	\$120.00	1.00	\$120.00	100.00%
11	6-inch 90° MJ Bend	EA	3	\$170.00	\$510.00	9.00	\$1,530.00	300.00%
18	6-inch x 4-inch MJ Concentric Reducer	EA	1	\$120.00	\$120.00	1.00	\$120.00	100.00%
32	Remove and Replace Legacy Trail	SY	150	\$63.00	\$9,450.00	94.07	\$5,926.41	62.71%
33	Remove and Replace Concrete Sidewalk	SY	20	\$68.00	\$1,360.00	-20.00	-\$1,360.00	-100.00%
34	Remove and Replace Concrete Drive	SY	20	\$75.00	\$1,500.00	10.30	\$772.50	51.50%
35	Remove and Replace Concrete Pavement	SY	30	\$115.00	\$3,450.00	10.36	\$1,191.40	34.53%
36	Remove and Replace Asphalt Paving	SY	60	\$110.00	\$6,600.00	-33.30	-\$3,663.00	-55.50%
38	Remove and Replace Concrete Curb and Gutter	LF	60	\$38.00	\$2,280.00	-13.00	-\$494.00	-21.67%
Alternate Bid Items Accepted								
B1	8-inch C900 PVC DR18 Water Pipe by Open Cut	LF	40	\$68.00	\$2,720.00	89.00	\$6,052.00	222.50%
B2	12-inch C900 PVC DR18 Water Pipe by Open Cut	LF	60	\$84.00	\$5,040.00	553.00	\$46,452.00	921.67%
B3	12-inch Fusible PVC Pipe by Horizontal Directional Drilling	LF	2960	\$126.00	\$372,960.00	-616.00	-\$77,616.00	-20.81%
B4	Boring 12-inch Restrained PVC Pipe with 24-inch Steel Ca	LF	140	\$285.00	\$39,900.00	-30.00	-\$8,550.00	-21.43%
B5	6-inch MJ Gate Valve with Valve Box	EA	3	\$940.00	\$2,820.00	2.00	\$1,880.00	66.67%
B9	8-inch 22.5° MJ Bend	EA	1	\$405.00	\$405.00	2.00	\$810.00	200.00%
B10	8-inch 45° MJ Bend	EA	2	\$435.00	\$870.00	1.00	\$435.00	50.00%
B11	12-inch 45° MJ Bend	EA	6	\$885.00	\$5,310.00	7.00	\$6,195.00	116.67%
B12	12-inch 90° MJ Bend	EA	2	\$1,215.00	\$2,430.00	-1.00	-\$1,215.00	-50.00%
B15	12-inch x 6-inch Tee	EA	2	\$1,095.00	\$2,190.00	1.00	\$1,095.00	50.00%
B19	1-inch Short Service Connection	EA	18	\$1,025.00	\$18,450.00	3.00	\$3,075.00	16.67%
B20	1-1/2-inch Short Service Connection	EA	1	\$1,635.00	\$1,635.00	2.00	\$3,270.00	200.00%
B21	2-inch Short Service Connection	EA	6	\$2,665.00	\$15,990.00	-3.00	-\$7,995.00	-50.00%
B22	Connection to Existing 6-inch PVC Waterline	EA	3	\$1,615.00	\$4,845.00	1.00	\$1,615.00	33.33%
B24	Connection to Existing 12-inch DIP Waterline	EA	4	\$3,645.00	\$14,580.00	-1.00	-\$3,645.00	-25.00%
B25	Cap and Abandon Existing 6-inch PVC Waterline	EA	1	\$2,725.00	\$2,725.00	1.00	\$2,725.00	100.00%
B26	Cap and Abandon Existing 12-inch DIP Waterline	EA	2	\$4,545.00	\$9,090.00	3.00	\$13,635.00	150.00%
B27	Remove and Replace Concrete Sidewalk	SY	275	\$70.00	\$19,250.00	151.54	\$10,607.80	55.11%
B28	Remove and Replace Concrete Drive	SY	20	\$72.00	\$1,440.00	71.47	\$5,145.84	357.35%
B29	ADA Ramp	EA	1	\$1,915.00	\$1,915.00	7.00	\$13,405.00	700.00%
Original Contract Amount =					\$1,978,875.00	Total Cost of Revised Quantities =	\$18,876.95	
CHANGE ORDER PAY ITEMS								
CO 2.1	Additional Costs Due to Unforeseen 24" Storm Sewer on Robinson west of Woods	Lump Sum	0	\$10,815.20	\$0	1.00	\$10,815.20	N/A
CO 2.2	Additional Costs Due to Elevation Changes in 30" Transmission Line Due to Unknown and Unforeseen Utilitels	Lump Sum	0	\$29,350.90	\$0	1.00	\$29,350.90	N/A
CO 2.3	Final quantity adjustments for all bid item quantities to reflect actual quantities and materials required to complete the work.	See Above Tabulation Entitled "Bid Items"						
CO 2.4	Time Extension due to Weather Impacts on Restoration Work	Time Extension Only. No Associated Cost.						
SUBTOTAL					\$0		\$40,166.10	2.03%
Original Contract Amount					\$1,978,875.00			
Change Order No. 1					\$33,076.80	1.67%		
Change Order No. 2					\$59,043.05	2.98%		
Revised Contract Amount					\$2,070,994.85			



PLUMMER

FINAL COMPLETION MEMORANDUM

January 11, 2022

Mr. Chris Mattingly, Director
Norman Utilities Authority
201-C West Gray
Norman, OK 73070

Attention: Mr. Ken Giannone, P.E.

**Re: Project Completion Acceptance Recommendation
Norman Utilities Authority Project: WA0242I: Robinson Street Water Line Phase III
Contract No. K-2021-1**

Dear Mr. Giannone:

The Work associated with the project noted above is ready for final acceptance by the Norman Utilities Authority (NUA) and Norman City Council (NCC). The final inspection and subsequent "punch list" items were completed by the Contractor, Garney Construction, as of November 2, 2021. It is the opinion of PLUMMER Associates that the Work has been completed in accordance with the terms and conditions of the Contract Documents as of that date.

Based on the above, PLUMMER Associates recommends that the project be submitted to NUA and/or NCC for Final Acceptance and approval of Final Payment at the earliest available date. Should there be any questions or comments, please contact me.

Sincerely,

Christopher Ferguson

Senior Project Engineer

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 6

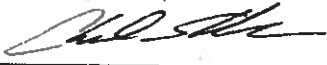
Owner: Norman Utilities Authority, 201-C West Gray, Norman, OK 73070
 Project Name: WA02421 - Robinson Water Line Replacement Phase III
 Contract No. K-2021-1 PO No. 21000589
 Start Date: September 1, 2020 End Date: November 2, 2021
 Contractor: Garney Companies, Inc.
 Address: 1700 Swift Street, Suite 200, North Kansas City, MO 64116
 Application No. 10 - Final Application Date: January 17, 2022
 For the period: July 1, 2021 thru January 25, 2022, inclusive.

CONTRACTOR'S APPLICATION FOR PAYMENT

1	Original Contract Amount	<u>\$1,978,875.00</u>
2	Net Change by Change Order(s)	<u>\$92,119.85</u>
3	Revised Contract Amount (Line 1 + Line 2)	<u>\$2,070,994.85</u>
4	Total Completed To Date	<u>\$2,070,994.85</u>
5	Stored Materials This Date	<u>\$0.00</u>
6	Total Completed and Stored (Line 4 + Line 5)	<u>\$2,070,994.85</u>
7	Retainage:	
a	Completed Work at <u>5%</u> of Line 4	<u>\$0.00</u>
b	Stored Materials at <u>5%</u> of Line 5	<u>\$0.00</u>
	Total Retainage (Lines 7a + 7b)	<u>\$0.00</u>
8	Total Earned Less Retainage (Line 6 less Line 7)	<u>\$2,070,994.85</u>
9	Previous Payments:	
a	Previously Paid to Contractor	<u>\$840,995.14</u>
b	Previously Paid to Vendors	<u>\$1,052,117.44</u>
	Total Previously Paid (Lines 9a + 9b)	<u>\$1,893,112.58</u>
10	Amount Due This Estimate	
a	Invoices to be Paid by NUA (new materials stored)	<u>\$0.00</u>
b	Amount Due to Contractor	<u>\$177,882.27</u>
	Total Amount Due This Estimate (Line 8 less Line 9)	<u>\$177,882.27</u>
11	Balance to Complete, Including Retainage	<u>\$0.00</u>

Page 2 of 6

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown is now due.

Contractor: Garney Companies, Inc.By: 
Chad Sharbono, Senior Project ManagerDate: 02/03/2022State of: MissouriCounty of: Clay

Subscribed and sworn to before me this

3RD day of FEBRUARY, 2022.Notary Public: 

Heather Manning

My Commission expires: 04/23/22

HEATHER MANNING
Notary Public - Notary Seal
Clay County - State of Missouri
Commission Number 14608106
My Commission Expires Apr 23, 2022

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$177,882.27Engineer: PlummerBy: 
Chris Ferguson, P.E., Project ManagerDate: 2/7/22

Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

APPROVAL OF THE OWNEROwner: Norman Utilities AuthorityBy: 
Ken Giannone, Capital Proj. Engr.Date: 2/8/2022

INVOICE AFFIDAVIT

State of: Missouri P. O. No. 21000589
 County of: Clay Invoice No. 10 - Final
 Amount \$177,882.27

The undersigned Contractor, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affiant further states that the work as shown by this invoice has been completed in accordance with the plans, specifications furnished the Affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, or money or any other thing of value to obtain payment of the invoice or procure award of this Contract order pursuant to which an invoice is submitted.

Contractor: Garney Companies, Inc.

By: 

Chad Sharbono, Senior Project Manager

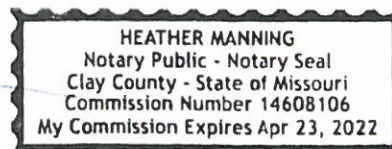
Subscribed and sworn to before me this

3RD day of FEBRUARY, 2022

Notary Public: 

Heather Manning

My Commission expires: 04/23/22



THIS FORM MUST BE COMPLETED AND SUBMITTED BEFORE ANY INVOICE OVER \$25,000.00 CAN BE PROCESSED FOR PAYMENT.

WA02421 - Robinson Water Line Replacement Phase III				Payment Request No. 10 - Final		Period Ending: 01/25/22	
Garney Companies, Inc.				Work Completed		Page 4 of 6	
1700 Swift Street, Suite 200, North Kansas City, MO 64116							
Bid	Description	Qty	Units	Unit Price	Total Price	Estimate	%
Item							
1	4-inch C900 PVC DR18 Water Pipe by Open Cut	58	LF	\$ 51	\$2,958.00	-22.00	80.00
2	6-inch C900 PVC DR18 Water Pipe by Open Cut	71	LF	\$ 59	\$4,189.00	-19.00	90.00
3	30-inch C900 PVC DR18 Water Pipe by Open Cut	6,800	LF	\$ 137	\$928,200.00	6,800.00	6800.00
4	Boring 6-inch Restrained PVC Pipe with 16-inch Steel Casing	125	LF	\$ 260	\$32,500.00	5.00	120.00
5	4-inch MJ Gate Valve with Valve Box	1	EA	\$ 850	\$850.00	1.00	1.00
6	6-inch MJ Gate Valve with Valve Box	2	EA	\$ 950	\$1,900.00	2.00	2.00
7	8-inch MJ Gate Valve with Valve Box	1	EA	\$ 1,500	\$1,500.00	1.00	1.00
8	12-inch MJ Gate Valve with Valve Box	2	EA	\$ 2,300	\$4,600.00	2.00	2.00
9	30-inch MJ Butterfly Valve with Valve Box	3	EA	\$ 16,000	\$48,000.00	3.00	3.00
10	4-inch 90° MJ Bend	2	EA	\$ 120	\$240.00	1.00	1.00
11	6-inch 90° MJ Bend	12	EA	\$ 170	\$2,040.00	9.00	3.00
12	30-inch 22.5° MJ Bend	2	EA	\$ 3,000	\$6,000.00	2.00	2.00
13	30-inch 45° MJ Bend	8	EA	\$ 3,200	\$25,600.00	8.00	8.00
14	6-inch x 4-inch MJ Tee	2	EA	\$ 225	\$450.00	1.00	1.00
15	30-inch x 6-inch MJ Tee	3	EA	\$ 4,400	\$13,200.00	3.00	3.00
16	30-inch x 8-inch MJ Tee	1	EA	\$ 3,365	\$3,365.00	1.00	1.00
17	30-inch x 12-inch MJ Tee	2	EA	\$ 3,360	\$6,720.00	2.00	2.00
18	6-inch x 4-inch MJ Concentric Reducer	3	EA	\$ 120	\$360.00	3.00	0.00
19	30-inch x 16-inch MJ Concentric Reducer	2	EA	\$ 2,180	\$4,360.00	1.00	1.00
20	Fire Hydrant Assembly	3	EA	\$ 3,670	\$11,010.00	3.00	3.00
21	Fire Hydrant Removal	2	EA	\$ 1,200	\$2,400.00	2.00	2.00
22	2-inch Air Release Valve and Vault	2	EA	\$ 7,000	\$14,000.00	2.00	2.00
23	1-1/2-inch Short Service Connection	1	EA	\$ 2,500	\$2,500.00	1.00	1.00
24	12-inch Permanent Blow-Off	1	EA	\$ 7,500	\$7,500.00	1.00	1.00
25	Connection to Existing 16-inch DIP Waterline	1	EA	\$ 3,000	\$3,000.00	1.00	1.00
26	Connection to Existing 30-inch PVC Waterline	4	EA	\$ 5,000	\$20,000.00	1.00	3.00
27	Connection to Existing Meter Vault at Line 1, STA 64+16.29	1	EA	\$ 3,100	\$3,100.00	3.00	4.00
28	Service Line and Connection to Existing Meter Box at Line 4, STA 11+35.00	1	EA	\$ 5,800	\$5,800.00	1.00	1.00
29	Meter Vault and Connection at Line 4, STA 11+74.52	0	EA	\$ 5,000	\$0.00	1.00	1.00
30	Cap and Abandon Existing 16-inch DIP Waterline	4	EA	\$ 1,800	\$7,200.00	0.00	0.00
31	Remove and Replace Existing Sanitary Sewer Manhole at Line 1, STA 42+39	1	EA	\$ 15,000	\$15,000.00	4.00	4.00
32	Remove and Replace Legacy Trail	244	SY	\$ 63	\$15,376.41	1.00	1.00
33	Remove and Replace Concrete Sidewalk	0	SY	\$ 68	\$0.00	150.00	244.07
34	Remove and Replace Concrete Drive	30	SY	\$ 75	\$2,272.50	0.00	0.00
35	Remove and Replace Concrete Pavement	40	SY	\$ 115	\$4,641.40	10.300	20.00
36	Remove and Replace Asphalt Paving	27	SY	\$ 110	\$2,937.00	10.360	30.00
37	Remove and Reinstall Riprap Drainage Channel	420	SY	\$ 6	\$2,520.00	26.70	26.70
38	Remove and Replace Concrete Curb and Gutter	47	LF	\$ 38	\$1,786.00	420.00	420.00
39	ADA Ramp	1	EA	\$ 3,375	\$3,375.00	47.00	47.00
40	Slab Sodding	24,000	SY	\$ 3	\$72,000.00	0.00	0.00
41	Pre-Construction and Post-Construction TV Inspection	1	LS	\$ 1,500	\$1,500.00	1,000.00	24,000.00
42	Construction Staking and GPS As-Built Survey	1	LS	\$ 17,700	\$17,700.00	0.00	1.00
43	Traffic Control	1	LS	\$ 6,000	\$6,000.00	1.00	1.00
44	Landscape Allowance	1	LS	\$ 10,000	\$10,000.00	1.00	1.00
45	Erosion Control	1	LS	\$ 10,000	\$10,000.00	1.00	1.00
46	Hydrostatic Testing and Disinfection	1	LS	\$ 7,500	\$7,500.00	1.00	1.00
47	Mobilization and Insurance (5%)	1	LS	\$ 68,000	\$68,000.00	1.00	1.00
48	Cap and Abandon Existing 8-inch Waterline at STA 64+16	1	EA	\$ 1,200	\$1,200.00	1.00	1.00
SUBTOTAL					\$1,405,350.31	0.00	0.00
ALTERNATE BID 2 (HDD)							
B1	8-inch C900 PVC DR18 Water Pipe by Open Cut	129	LF	\$ 68	\$8,772.00	89.000	40.00
B2	12-inch C900 PVC DR18 Water Pipe by Open Cut	613	LF	\$ 84	\$51,492.00	553.000	60.00
B3	12-inch Fusible PVC Pipe by Horizontal Directional Drilling	2,344	LF	\$ 126	\$295,344.00	-616.000	2,960.00
B4	Boring 12-inch Restrained PVC Pipe with 24-inch Steel Casing	110	LF	\$ 285	\$31,350.00	-30.000	140.00
B5	6-inch MJ Gate Valve with Valve Box	5	EA	\$ 940	\$4,700.00	3.000	2.00
B6	8-inch MJ Gate Valve with Valve Box	2	EA	\$ 1,395	\$2,790.00	1.000	1.00
B7	12-inch MJ Gate Valve with Valve Box	1	EA	\$ 2,615	\$2,615.00	1.000	1.00
B8	8-inch 11.25° MJ Bend	1	EA	\$ 395	\$395.00	1.000	0.00
B9	8-inch 22.5° MJ Bend	3	EA	\$ 405	\$1,215.00	2.000	1.00
B10	8-inch 45° MJ Bend	3	EA	\$ 435	\$1,305.00	1.000	2.00
B11	12-inch 45° MJ Bend	13	EA	\$ 885	\$11,505.00	7.000	6.00
B12	12-inch 90° MJ Bend	1	EA	\$ 1,215	\$1,215.00	1.000	1.00
B13	12-inch x 6-inch MJ Concentric Reducer	1	EA	\$ 705	\$705.00	1.000	1.00
B14	12-inch x 8-inch MJ Concentric Reducer	1	EA	\$ 730	\$730.00	1.000	1.00
B15	12-inch x 6-inch Tee	3	EA	\$ 1,095	\$3,285.00	1.000	2.00
B16	12-inch x 8-inch Tee	1	EA	\$ 1,260	\$1,260.00	1.000	1.00
B17	Fire Hydrant Assembly	9	EA	\$ 3,645	\$32,805.00	9.000	9.00
B18	Fire Hydrant Removal	6	EA	\$ 525	\$3,150.00	5.000	6.00
B19	1-inch Short Service Connection	21	EA	\$ 1,025	\$21,525.00	3.000	18.00
B20	1-1/2-inch Short Service Connection	3	EA	\$ 1,635	\$4,905.00	2.000	1.00
B21	2-inch Short Service Connection	3	EA	\$ 2,665	\$7,995.00	-3.000	6.00
B22	Connection to Existing 6-inch PVC Waterline	4	EA	\$ 1,615	\$6,460.00	1.000	3.00
B23	Connection to Existing 8-inch DIP Waterline	2	EA	\$ 2,390	\$4,780.00	2.000	2.00
B24	Connection to Existing 12-inch DIP Waterline	3	EA	\$ 3,645	\$10,935.00	-1.000	4.00
B25	Cap and Abandon Existing 6-inch PVC Waterline	2	EA	\$ 2,725	\$5,450.00	1.000	1.00
B26	Cap and Abandon Existing 12-inch DIP Waterline	5	EA	\$ 4,545	\$22,725.00	3.000	2.00
B27	Remove and Replace Concrete Sidewalk	427	SY	\$ 70	\$29,890.00	151.540	275.00
B28	Remove and Replace Concrete Drive	91	SY	\$ 72	\$6,584.00	71.470	20.00
B29	ADA Ramp	8	EA	\$ 1,915	\$15,320.00	7.000	1.00
B30	Slab Sodding	1,000	SY	\$ 2	\$2,000.00	1,000.000	1,000.00
B31	Traffic Control	1	LS	\$ 5,890	\$5,890.00	1.000	1.00
CO1.1	Executed CO 1 - Previously Unknown Existing 2" Service	1	LS	\$ 1,100	\$1,100.00	1.000	1.00
CO1.2	Executed CO 1 - Revisions to Meters, Boxes and Locations	1	LS	\$ 7,772	\$7,772.00	1.000	1.00
CO1.3	Executed CO 1 - Revisions to 4" Service at Golf Course	1	LS	\$ 17,295	\$17,295.00	1.000	1.00
CO2.1	Executed CO 2 - Unforeseen Existing 24" Storm Sewer on Robinson w/Woods	1	LS	\$ 10,815	\$10,815.00	1.000	0.00
CO2.2	Executed CO 2 - Various impacts from Unforeseen Utilities of Line 1	1	LS	\$ 29,351	\$29,351.00	1.000	0.00
SUBTOTAL					\$665,644.54	\$62,012.74	\$603,631.80
TOTAL					\$2,070,994.85	\$93,250.05	\$1,977,744.80
						\$2,070,994.85	100.000%

WAS2022 - Robinson Water Line Replacement Phase III				Payment Request No. 16 - Final				Period Ending 01/26/22														
Gerny Companies, Inc.				Materials Summary				Page 5 of 6														
Item	Supplier	Invoice Number	Invoice Date	Description	Pay Estimate	Total Amount	%	Invoice Balance	Ext #1 Materials Installed	Ext #2 Materials Installed	Ext #3 Materials Installed	Ext #4 Materials Installed	Ext #5 Materials Installed	Ext #6 Materials Installed	Ext #7 Materials Installed	Ext #8 Materials Installed	Ext #9 Materials Installed	Ext #10 Materials Installed	Materials Remaining	Materials Remaining	%	
1	Kansas City Winwater	271428 00	10/26/20	30" DR 18 PVC Pipe	1	\$ 265,541.76	100%	\$ -					\$ 265,541.76							\$ 265,541.76	\$ -	0%
2	Kansas City Winwater	271428 00	10/27/20	30" DR 18 PVC Pipe	1	\$ 243,413.28	100%	\$ -					\$ 68,313.30	\$ 175,099.98						\$ 243,413.28	\$ -	0%
3	Kansas City Winwater	271428 04	10/26/20	30" DR 18 PVC Pipe	1	\$ 68,385.44	100%	\$ -					\$ 68,385.44							\$ 68,385.44	\$ -	0%
4	Aspen	627376	11/20/20	Fusible C-800 PVC Pipe	2	\$ 42,830.00	100%	\$ -												\$ 42,830.00	\$ -	0%
5	Kansas City Winwater	271420 00	11/24/20	PVC Pipe Fittings	1	\$ 151,899.00	100%	\$ -				\$ 22,480.00	\$ 13,860.00	\$ 6,670.00						\$ 151,899.00	\$ -	0%
6	Kansas City Winwater	271427 00	11/25/20	30" Butterfly Valves	2	\$ 34,776.00	100%	\$ -					\$ 29,730.00	\$ 132,168.00						\$ 167,898.00	\$ -	0%
7	Kansas City Winwater	271428 00	11/25/20	6", 8", 10", and 12" Gate Valves	2	\$ 6,148.00	100%	\$ -					\$ 21,184.00	\$ 11,582.00						\$ 34,776.00	\$ -	0%
8	Kansas City Winwater	272049 00	11/23/20	Misc. Pipe Items (Tracer Wire, Poly Wire, etc)	2	\$ 4,472.00	100%	\$ -					\$ 3,886.00	\$ 2,280.00						\$ 6,148.00	\$ -	0%
9	Kansas City Winwater	272585 01	12/14/20	ARV's, Saddles, Misc. Appearances Parts	3	\$ 2,535.00	100%	\$ -					\$ 2,340.20	\$ 1,332.80						\$ 4,672.00	\$ -	0%
10	Kansas City Winwater	271420 02	12/14/20	PVC Pipe Fittings	3	\$ 6,180.00	100%	\$ -					\$ 2,437.00	\$ 2,788.00						\$ 2,535.00	\$ -	0%
11	Norco Precast Concrete Products	N1865	12/01/20	Manhole	3	\$ 1,889.80	100%	\$ -					\$ 1,200.00	\$ 489.80						\$ 1,889.80	\$ -	0%
12	Corn and Main	N41603	12/01/20	Water Service Fittings	3	\$ 7,429.33	100%	\$ -					\$ 7,429.33							\$ 7,429.33	\$ -	0%
13	Corn and Main	N407208	12/01/20	Misc. Pipe Fittings Restrainers	3	\$ 125.25	100%	\$ -					\$ 125.25							\$ 125.25	\$ -	0%
14	Corn and Main	N363882	12/01/20	Misc. Pipe Fittings Restrainers	3	\$ 20,186.14	100%	\$ -					\$ 7,450.00	\$ 6,408.30						\$ 15,806.30	\$ -	0%
15	Corn and Main	N414953	12/01/20	Water Service Fittings	3	\$ 2,412.54	100%	\$ -					\$ 2,412.54							\$ 2,412.54	\$ -	0%
16	Corn and Main	N41603	12/01/20	Water Service Fittings	3	\$ 703.80	100%	\$ -					\$ 30.00							\$ 703.80	\$ -	0%
17	Corn and Main	N41603	12/01/20	Water Service Fittings	3	\$ 703.80	100%	\$ -					\$ 30.00							\$ 703.80	\$ -	0%
18	Corn and Main	N41603	12/01/20	Water Service Fittings	3	\$ 703.80	100%	\$ -					\$ 30.00							\$ 703.80	\$ -	0%
19	Corn and Main	N41603	12/01/20	Water Service Fittings	3	\$ 703.80	100%	\$ -					\$ 30.00							\$ 703.80	\$ -	0%
20	Kansas City Winwater	272585 01	12/12/20	Water Service Fittings	3	\$ 703.80	100%	\$ -					\$ 30.00							\$ 703.80	\$ -	0%
21	Delaware Bros.	AG21002686	01/04/21	2" Corp Stop 1.5" Meter Gater	4	\$ 1,120.00	100%	\$ -					\$ 890.00	\$ 231.22						\$ 1,120.00	\$ -	0%
22	Kansas City Winwater	272585 02	01/04/21	Saddles	4	\$ 317.54	100%	\$ -					\$ 317.54							\$ 317.54	\$ -	0%
23	Norco Precast Concrete Products	N36388	01/04/21	2" Corp Stop 1.5" Meter Gater	4	\$ 1,120.00	100%	\$ -					\$ 890.00	\$ 231.22						\$ 1,120.00	\$ -	0%
24	Norco Precast Concrete Products	N36388	01/04/21	2" Corp Stop 1.5" Meter Gater	4	\$ 1,120.00	100%	\$ -					\$ 890.00	\$ 231.22						\$ 1,120.00	\$ -	0%
25	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
26	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
27	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
28	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
29	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
30	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
31	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
32	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
33	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
34	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
35	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
36	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
37	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
38	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
39	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
40	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
41	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
42	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
43	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
44	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
45	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
46	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
47	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
48	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
49	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
50	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
51	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
52	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
53	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
54	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
55	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
56	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
57	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
58	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
59	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
60	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
61	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
62	Corn and Main	N517553	01/04/21	12" PVC DR18 C800	4	\$ 2,363.62	100%	\$ -					\$ 1,777.60							\$ 2,363.62	\$ -	0%
63	Corn and Main																					

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File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2021-53: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY. INCREASING THE CONTRACT AMOUNT BY \$184,533.80 FOR A REVISED CONTRACT AMOUNT OF \$2,810,441.45 FOR VARIOUS CHANGES TO PROJECT DESIGN FOR STORMWATER REMEDIATION FOR THE PORTER AND ACRES INTERSECTION PROJECT, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/22/2022

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. TWO TO CONTRACT K-2021-53: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY. INCREASING THE CONTRACT AMOUNT BY \$184,533.80 FOR A REVISED CONTRACT AMOUNT OF \$2,810,441.45 FOR VARIOUS CHANGES TO PROJECT DESIGN FOR STORMWATER REMEDIATION FOR THE PORTER AND ACRES INTERSECTION PROJECT, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On February 26, 2013, City Council approved engineering services Contract K-1213-165 with the engineering firm of Cabiness Engineering, L.L.C., in the amount of \$55,300 to provide a conceptual design for the Porter Avenue and Acres Street Intersection 2019 Bond Project.

On November 25, 2014, the Norman City Council approved Programming Resolution R-1415-54, for the Porter Avenue and Acres Street Intersection 2019 Bond Project.

On July 11, 2017, City Council approved Amendment No. One to engineering services Contract K-1213-165 with the engineering firm of Cabiness Engineering, L.L.C., in the amount of \$160,000, to provide final design for the Porter Avenue and Acres Street Intersection 2019 Bond Project.

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen transportation improvement projects. One of the nineteen 2019 bond projects is the Porter Avenue and Acres Street Intersection Bond Project (please see the attached location map showing the project boundaries).

Proposed improvements for the Porter Avenue and Acres Street Intersection 2019 Bond Project include:

1. Revised geometry of the intersection to enhance traffic operations and pedestrian safety;
2. New traffic signals with ADA compliant ramps and crossings;
3. New storm water structures meeting current City of Norman codes and ordinances;

4. Dedicated left turn lanes to enhance traffic operations;
5. Reconfigured access from Daws Street to accommodate intersection improvements at Porter and Acres;
6. Utility relocations as needed to accommodate intersection improvements;
7. New ADA-compliant pedestrian sidewalks adjacent to the roadway

On September 22, 2020, the City of Norman accepted the final easements required for construction of the Porter and Acres Intersection 2019 Bond Project.

On October 27, 2020, City Council approved contract K-2021-53 with Rudy Construction Co. in the amount of \$2,600,996.65 for the construction of the Porter Avenue and Acres Street Intersection 2019 Bond Project.

On November 17, 2020, the City of Norman issued the Notice to Proceed to begin construction on the Porter Avenue and Acres Street Intersection 2019 Bond Project.

On February 23, 2021 City Council approved Change Order No. One to Contract K-2021-53 with Rudy Construction Co., in the amount of \$24,911 and an additional 45 calendar days to complete the project.

DISCUSSION:

The City of Norman Department of Public Works has been notified of drainage issues requiring remediation along University Boulevard in the vicinity of White Street near the construction site of a new hotel.

In order to remedy the situation, it is necessary to make modifications to the existing storm sewer. These modifications further result in necessary changes to the existing waterlines in the area to accommodate the new storm sewer.

The waterline relocations necessary will be performed by the City of Norman Utilities Authority's Line Maintenance Division.

This change order is to modify the existing construction contract with Rudy Construction Co. (K-2021-53) for the Porter and Acres Intersection 2019 Bond Project, to add these additional storm sewer improvements along University Boulevard, as well as associated pavement repair activities necessary to restore pavement in the area disturbed by the construction.

The total cost of Change Order No. Two is \$184,533.80 or 7.09% of the original contract. This would bring the overall contract amount to \$2,810,441.45 or 8.05% over the original contract amount. Funding for this change order will be separate from the bond funds used for the base contract and is recommended to be transferred from the Lake Thunderbird Total Maximum Daily Load (TMDL), Design account (50599968-46201; Project DR0061). Required spending for the ongoing TMDL monitoring has been less than the budgeted amount, in an amount sufficient to cover the proposed stormwater improvements along University Boulevard. The proposed re-allocation (transfer) is from the Lake Thunderbird TMDL Design account to the University Boulevard and White Street Drainage Improvements Project, Construction (Account 50595528-46101; Project DR0021).

In addition, Change Order Two modifies the contract time adding 203 calendar days to account for additional work and other issues outside of the contractor's control.

RECOMMENDATION 1:

Staff recommends approval of Change Order No. Two for the Porter and Acres Intersection 2019 Bond Project, Contract K-2021-53 with Rudy Construction Co. of Oklahoma City, Oklahoma in the amount of \$184,533.80 plus 203 additional calendar days.

RECOMMENDATION 2:

Staff recommends the transfer of funds, in the amount of \$184,533.80 from the Lake Thunderbird TMDL, Design account (50599968-46201; Project DR0061) to the University Boulevard and White Street Drainage Improvements Project, Construction account (50595528-46101; Project DR0021).

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 2DATE: February 22, 2022CONTRACT NO.: K-2021-53SUBMITTED BY: Paul D'AndreaPROJECT: Porter and Acres Intersection 2019 Bond Project

CONTRACTOR: Rudy Construction Co.
3101 NE 63rd Street
Oklahoma City, Oklahoma 73121

Original Completion Date: August 13, 2021Previous Completion Date: September 27, 2021 ORIGINAL CONTRACT AMOUNT \$ 2,600,996.65(Increase) this change order 203 Calendar daysNew Completion Date: April 18, 2022 PRESENT CONTRACT AMOUNT \$ 2,625,907.65

DESCRIPTION	DECREASE	INCREASE
Change in Pay Quantities	\$0.00	\$184,533.80

NET CHANGE \$184,533.80REVISED CONTRACT AMOUNT \$2,810,441.45

See Detailed Quantity Change Summary on Page 2 of 2.

ITEM NO.	CODE NO.	DESCRIPTION	UNIT	UNIT CHANGE	UNIT PRICE	INCREASE	DECREASE
202(A)	0183	UNCLASSIFIED EXCAVATION	CY	268	\$20.00	\$5,360.00	
230(A)	2806	SOLID SLAB SODDING	SY	143	\$2.60	\$371.80	
402(E)	0225	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	512	\$25.00	\$12,800.00	
609(B)	1500	1'-8" COMB. CURB & GUTTER (6" BARRIER)	LF	210	\$27.00	\$5,670.00	
610(B)	0399	6" CONCRETE DRIVEWAY (H.E.S.)	SY	225	\$60.00	\$13,500.00	
611(G)	5119	INLET C I DES. 2 (2D)	EA	4	\$4,000.00	\$16,000.00	
611(L)	0487	JUNCTION BOXES	EA	2	\$3,500.00	\$7,000.00	
619(B)	4726	REMOVAL OF CURB & GUTTER	LF	210	\$10.00	\$2,100.00	
619(B)	4727	REMOVAL OF CONCRETE PAVING	SY	180	\$10.00	\$1,800.00	
619(C)	0924	SAWING PAVEMENT	LF	429	\$3.00	\$1,287.00	
641	1552	MOBILIZATION	LS	0.60	\$75,000.00	\$45,000.00	
642(B)	0096	CONSTRUCTION STAKING LEVEL II	LS	0.10	\$25,000.00	\$2,500.00	
880(J)	8905	CONSTRUCTION TRAFFIC CONTROL	LS	0.14	\$35,000.00	\$5,000.00	
39		PERMANENT PAVEMENT CUT & REPAIR	SY	180.00	\$110.00	\$19,800.00	
CO 2.1		28.5" X 18" RCPA	LF	403	\$115.00	\$46,345.00	

Totals \$184,533.80 \$0.00
Difference \$184,533.80

CONTRACTOR: _____

DATE: _____

ENGINEER: _____

DATE: _____

CITY ATTORNEY: _____

DATE: _____

ACCEPTED BY: _____

DATE: _____

(Mayor)



Approximate Project Location

The Other Place

S University Blvd

S University Blvd

S University Blvd

S University Blvd

My I.T. 2

Othello's Italian
Italian • \$\$

Shell Belle's Bakery

Okie Kush Club

White St

First Presbyterian Church

Buchanan Ave

Second Wind
Coffeehouse

Bucha
Bicycle

Blush
Women's clothing store

Tulips
Gift shop

Buchanan Ave

Blackbird Gastropub

Google Wicked Clouds Smoke
Vapor Kratom & CBD

Old Faculty Club

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-68: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PM CONSTRUCTION & REHAB, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$16,426.17 FOR A REVISED CONTRACT AMOUNT OF \$1,094,204.17 FOR THE FYE2021 STORMWATER PIPE REPLACEMENT PROJECT, VICKSBURG AVENUE/SAWGRASS DRIVE/BUCKHORN DRIVE, FINAL ACCEPTANCE OF THE PROJECT AND FINAL PAYMENT IN THE AMOUNT \$88,619.67



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/22/2022

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-68: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PM CONSTRUCTION & REHAB, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$16,426.17 FOR A REVISED CONTRACT AMOUNT OF \$1,094,204.17 FOR THE FYE-2021 STORMWATER PIPE REPLACEMENT PROJECT, VICKSBURG AVENUE/SAWGRASS DRIVE/BUCKHORN DRIVE, FINAL ACCEPTANCE OF THE PROJECT AND FINAL PAYMENT IN THE AMOUNT \$88,619.67

BACKGROUND:

During routine maintenance of the City of Norman's stormwater infrastructure, Stormwater Maintenance staff identified corrosion, cracks and other deficiencies in a corrugated metal pipe located along Vicksburg Drive to the south side of Chalmette Drive. Also, in response to citizen complaints regarding recurring sinkholes in their yards due to leaking stormwater pipes, pipes located between houses at 1302 and 1312 Sawgrass Drive and 3432 and 3436 Buckhorn Drive were found to be in need of replacement or relining. Over the years, attempts to patch these pipes in various locations and address sinkholes as they occur have been made, but it ultimately reached the point where patching was no longer a viable option for these locations; the pipes need to be replaced or relined. In order to complete this project in a timely manner, on September 6, 2019, using the Agreement for On-Call Engineering Services between City of Norman/Norman Utilities Authority and Cardinal Engineering, acquired by Parkhill Engineering (Contract K-0910-62), Parkhill was authorized in the amount of \$6,950 to prepare a plan set and bid documents for this project.

The bid opening was conducted on January 7, 2021, the Engineer's Estimate for the Bid was \$1,758,069.50. The lowest bid in the amount of \$1,077,788, submitted by PM Construction & Rehab, LLC, is \$680,281.50 (38.7% percent) below the estimate. Cardinal Engineering reviewed all six (6) bids, found PM Construction & Rehab, LLC, bid and qualification to be competent to complete the project, and recommended award of the contract to PM Construction & Rehab, LLC.

On February 23, 2021, City Council awarded K-2021-68 for the FYE 2021 Pipe Replacement Project (DR0067) in the amount of \$1,077,778 to PM Construction & Rehab, LLC. As of September 20, 2021, all work has been completed at the locations identified in Contract K-2021-68.

DISCUSSION:

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

During an inspection of the construction progress in July 2021, PM Construction & Rehab notified the project manager that the bid relining process for the Buckhorn Drive location would not be possible. After further inspection, it was determined the 30-inch storm water pipe would need point repair over the length of the structure. Due to rust and erosion the pipe bottom was not structurally sound to complete the relining or Cured-In-Place Pipe process. PM Construction & Rehab provided an updated bid to replace the pipe which would result in a contract increase of \$23,000.

During the pipe replacement at Buckhorn Drive a sewer line was damaged and required repair. The sewer line repair was completed by the Sewer Line Maintenance staff at a cost of \$1,997.61. After a final inspection of the pipe relining at Sawgrass Dr., it was determined that a storm water inlet box was damaged during construction. Due to the lead time on a repair, the stormwater maintenance division agreed to complete the repair. The inlet box repair cost completed by the Stormwater Maintenance Division staff in the Public Works Department, at a cost of \$4,576.22.

The pipe replacement cost resulted in a total contract increase of \$23,000 or 2.00%. Due to the damages of the storm water inlet and the sewer line pipe, a credit in lieu of damages was assessed, decreasing the total contract amount of \$6,573.83, for an overall contract increase in the amount of \$16,426.17. The total contract increased from \$1,077,778 to \$1,094,204.17 (please see the attached Change Order No. 1 for a complete list of bid item cost increases and decreases). Funds are available for the increase in Stormwater Drainage, Miscellaneous Locations, Construction (Account 50599967-46101; Project DR0067) in the amount of \$2,212; and Stormwater Drainage, Construction (Account 50599968-46101; Project DR0057) in the amount of \$14, 215.

The final payment amount owed to PM Construction & Rehab, LLC DBA IPR South Central is \$88,619.67, which includes the full 5% retainage.

RECOMMENDATION 1:

Staff recommends that Change Order No. 1, increasing Contract K-2021-68 for the FYE 2021 Pipe Replacement Project Vicksburg Ave., Sawgrass Dr., and Buckhorn Dr. with PM Construction & Rehab, LLC DBA IPR South Central by \$16,426.17 from \$1,077,778 to \$1,094,204.17, be approved.

RECOMMENDATION 2:

Staff further recommends final acceptance of the FYE 2021 Pipe Replacement Project Vicksburg Ave., Sawgrass Dr., and Buckhorn Dr. Contract K-2021-68, and final payment to PM Construction & Rehab, LLC DBA IPR South Central be approved in the amount of \$88,619.67.

RECOMMENDATION 3:

Staff requests approval to transfer funds in the amount of \$14,215 from Stormwater Drainage, Construction and Stormwater Drainage, Miscellaneous Locations, Construction (Project DR0057) to Stormwater Drainage, Miscellaneous Locations, Construction (Account 50599968-46101; Project DR0067).

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1DATE: January 5, 2021CONTRACT NO.: K-2021-68SUBMITTED BY: Hans OsgoodPROJECT: FYE 2021 Pipe Replacement – Vicksburg Ave. /Sawgrass Dr./Buckhorn Dr.PROJECT NO.: DR0067

CONTRACTOR: PM Construction & Rehab, LLC DBA IPR South Central
131 N. Richey
Pasadena, TX 77506

ORIGINAL CONTRACT AMOUNT: \$1,077,778.00CHANGE ORDER NO. 1 AMOUNT: \$16,426.17(Increase)REVISED CONTRACT AMOUNT \$1,094,204.17

DESCRIPTION	DECREASE	INCREASE
Change in Pay Quantities	\$18,768	\$41,768
Credit in Lieu of Damages	\$6,573.83	\$0

NET CHANGE \$16,426.17 (Increase)REVISED CONTRACT AMOUNT \$1,094,204.17

See Detailed Quantity Change on Page 2 of 2:

Detailed Quantity Change:

ITEM NO.	ITEM DESCRIPTION	UNITS	ORIGINAL QUANTITY	ORIGINAL COST	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREASE
A-1	CONSTRUCTION STAKING (CONSTRUCTION SURV	L.S.	1.00	\$ 5.10				
A-2	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	L.S.	1.00	\$ 1,800.00				
A-3	MOBILIZATION (SP	L.S.	1.00	\$ 25,000.00				
A-4	CLEARING AND GRUBBING	L.S.	1.00	\$ 500.00				
A-5	DEWATERING BY PASS PUMP ALLOWANCE	L.S.	1.00	\$ 1,950.00				
A-6	EXISTING 42" CGMP REHAB. WITH CCCP	L.F.	180.00	\$ 215.00				
A-7	EXISTING 72" CGMP REHAB. WITH CCCP	L.F.	745.00	\$ 385.00				
A-8	EXISTING 78" CGMP REHAB. WITH CCCP	L.F.	155.00	\$ 475.00				
A-9	EXISTING 84" CGMP REHAB. WITH CCCP	L.F.	247.00	\$ 485.00				
A-10	EXISTING 90" CGMP REHAB. WITH CCCP	L.F.	173.00	\$ 495.00				
A-11	EXISTING 72" x 113" ELLIPTICAL CGMP REHAB. CCCP	L.F.	665.00	\$ 515.00				
A-12	STABILIZED CONSTRUCTION EXIT	EA.	1.00	\$ 300.00				
B-1	CONSTRUCTION STAKING (CONSTRUCTION SURV	L.S.	1.00	\$ 500.00				
B-2	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	L.S.	1.00	\$ 1,000.00				
B-3	MOBILIZATION (SP)	L.S.	1.00	\$ 6,500.00				
B-4	EXISTING 16" X 28" ELLIPTICAL CONCRETE PIPE C	L.F.	130.00	\$ 16,900.00				
B-5	STABILIZED CONSTRUCTION EXIT	EA.	1.00	\$ 255.00				
C-1	CONSTRUCTION STAKING (CONSTRUCTION SURV	L.S.	1.00	\$ 1,200.00				
C-2	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	L.S.	1.00	\$ 1,000.00				
C-3	MOBILIZATION (SP)	L.S.	1.00	\$ 7,500.00				
C-4	EXISTING 30" CGMP REHAB. WITH CIPP PROCESS	L.F.	136.00	\$ 18,768.00		1.00		\$ 18,768.00
C-5	HEADWALL CONSTRUCTION	EA.	1.00	\$ 20,500.00				
C-6	STABILIZED CONSTRUCTION EXIT	EA.	1.00	\$ 9,000.00				
C-7	REMOVE/REPLACE 30" PIPE	L.S.	0.00	\$ -	1.00		\$ 41,768.00	
TOTALS							\$ 41,768.00	\$ 18,768.00
DIFFERENCE							\$	23,000.00

CONTRACTOR: B. Thel Ryan Mohr General ManagerDATE: 2/15/2022ENGINEER: Grady BrandyDATE: 2/17/22

CITY ATTORNEY: _____

DATE: _____

ACCEPTED BY: _____

DATE: _____

(Mayor)

Project Name BID 2021-33- FYE 2021 Pipe Replacement - Vicksburg Ave/Sawgrass Dr/Buckhorn Dr**APPLICATION AND CERTIFICATE FOR PAYMENT**

PROJECT: 1650820.00

ENGINEER: Carrie J. Evenson, Ph.D, P.E., CFM

TO: CITY OF NORMAN

CONTRACTOR: PM Construction & Rehab, LLC dba IPR South Central

APPLICATION DATE: 1-24-22

APPLICATION NO. 5

PERIOD FROM: 8-1-21

TO: 9-30-21

CHANGE ORDER SUMMARY

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

Change Orders approved in previous months by Owner	ADDITIONS \$	DEDUCTIONS \$
--	--------------	---------------

ORIGINAL CONTRACT SUM \$ 1,077,788.00

Net change by Change Orders \$ 16,426.17

CONTRACT SUM TO DATE \$ 1,094,204.17

<u>TOTAL</u>		
<u>Subsequent Change Orders</u>		
Number	Approved	
	(Date)	
	\$41,768.00	\$18,768.00

		\$6,573.83
<u>TOTALS</u>		
Net change by Change Orders	\$	\$16,426.17

TOTAL COMPLETED & STORED TO DATE	\$ 1,094,204.17
RETAINAGE _____ %	\$ _____
TOTAL EARNED LESS RETAINAGE	\$ _____
LESS PREVIOUS CERTIFICATES FOR	\$ 1,005,584.50
PAYMENT	\$ 88,619.67

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work for which previous Certificates for Payment were issued and payments received from the City, and that the current payment shown herein is now due.

CONTRACTOR:

By: Robert W. MeadorDate: 1-24-22

Robert W. Meador - Project Manager

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Inspector certifies to the City that to the best of the Inspector's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$ 61,137.25

INSPECTOR:

BY: _____

ENGINEER/OWNER

BY: _____

CITY OF NORMAN

Purchasing Division

Post Office Box 370

Norman, Oklahoma 73070

AFFIDAVIT

State of Texas) P.O. No. _____
 County of Harris) Invoice No. 5
 Amount 88,619.67

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

The undersigned person (architect, contractor, supplier, engineer, or supervisory official), of lawful age, being duly sworn, on oath says that this (invoice, claim or contract) is true and correct and that s(he) is authorized to submit the invoice pursuant to a contract or purchase offer. Affiant further states that the (work, services, or materials) as shown by this invoice have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that s(he) has made no payment, given or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, of money, directly or indirectly, any other thing of value to obtain payment of the invoice or procure award of this contract or purchase order pursuant to which an invoice is submitted.



PM Construction & Rehab, LLC dba IPR South Central

Company Name

Robert W. Meador

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

Subscribed and sworn to before me this 24th day of January, 20 22

Notary Public (or Officer having power to Administer Oaths)

My Commission expires

June 11, 2023

PAY REQUEST NUMBER 5

Contractor: IPR SOUTH CENTRAL

FOR PERIOD

DATE

8/1/2021

1/24/2022

Job: FYE 2021 Pipe Replacement
Vicksburg/Sawgrass/BuckhornOwner: City of Norman
in Job Number: 1650820.00
Contract: K-2021-68

9/30/2021

Client #	Description-BASE BID	CONTRACT				PREVIOUS		THIS PERIOD		TO-DATE		
		Quantity	Unit	Unit Cost	Bid Total	Quantity	Amount	Quantity	Amount	Quantity	Amount	% Complete
A-1	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	1	LS	\$ 500.00	\$ 500.00		\$ -	1	\$ 500.00	1	\$ 500.00	100%
A-2	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1	LS	\$ 1,800.00	\$ 1,800.00	1	\$ 1,800.00		\$ -	1	\$ 1,800.00	100%
A-3	MOBILIZATION (SP)	1	LS	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00		\$ -	1	\$ 25,000.00	100%
A-4	CLEARING AND GRUBBING	1	LS	\$ 500.00	\$ 500.00	1	\$ 500.00		\$ -	1	\$ 500.00	100%
A-5	DEWATERING BY-PASS PUMP ALLOWANCE	1	LS	\$ 19,500.00	\$ 19,500.00	1	\$ 19,500.00		\$ -	1	\$ 19,500.00	100%
A-6	EXISTING 42" CGMP REHAB. WITH CCCP	180	LF	\$ 215.00	\$ 38,700.00	180	\$ 38,700.00		\$ -	180	\$ 38,700.00	100%
A-7	EXISTING 72" CGMP REHAB. WITH CCCP	745	LF	\$ 385.00	\$ 286,825.00	745	\$ 286,825.00		\$ -	745	\$ 286,825.00	100%
A-8	EXISTING 78" CGMP REHAB. WITH CCCP	155	LF	\$ 475.00	\$ 73,625.00	155	\$ 73,625.00		\$ -	155	\$ 73,625.00	100%
A-9	EXISTING 84" CGMP REHAB. WITH CCCP	247	LF	\$ 485.00	\$ 119,795.00	247	\$ 119,795.00		\$ -	247	\$ 119,795.00	100%
A-10	EXISTING 90" CGMP REHAB. WITH CCCP	173	LF	\$ 495.00	\$ 85,635.00	173	\$ 85,635.00		\$ -	173	\$ 85,635.00	100%
A-11	EXISTING 72" x 113" ELLIPTICAL CGMP REHAB. CCCP	665	EA	\$ 515.00	\$ 342,475.00	665	\$ 342,475.00		\$ -	665	\$ 342,475.00	100%
A-12	STABILIZED CONSTRUCTION EXIT	1	EA	\$ 300.00	\$ 300.00	1	\$ 300.00		\$ -	1	\$ 300.00	100%
B-1	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	1	LS	\$ 500.00	\$ 500.00	1	\$ 500.00		\$ -	1	\$ 500.00	100%
B-2	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1	LS	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00		\$ -	1	\$ 1,000.00	100%
B-3	MOBILIZATION (SP)	1	LS	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00		\$ -	1	\$ 6,500.00	100%
B-4	EXISTING 16" X 28" ELLIPTICAL CONCRETE PIPE CIPP	130	LF	\$ 130.00	\$ 16,900.00	130	\$ 16,900.00		\$ -	130	\$ 16,900.00	100%
B-5	STABILIZED CONSTRUCTION EXIT	1	EA	\$ 255.00	\$ 255.00	1	\$ 255.00		\$ -	1	\$ 255.00	100%
C-1	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	1	LS	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00		\$ -	1	\$ 1,200.00	100%
C-2	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1	LS	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00		\$ -	1	\$ 1,000.00	100%
C-3	MOBILIZATION (SP)	1	LS	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00		\$ -	1	\$ 7,500.00	100%
C-4	EXISTING 30" CGMP REHAB. WITH CIPP PROCESS	0	LF	\$ 138.00	\$ -		\$ -		\$ -	0	\$ -	#DIV/0!
C-5	HEADWALL CONSTRUCTION	1	EA	\$ 20,500.00	\$ 20,500.00	1	\$ 20,500.00		\$ -	1	\$ 20,500.00	100%
C-6	STABILIZED CONSTRUCTION EXIT	1	EA	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00		\$ -	1	\$ 9,000.00	100%
CO-1	Open Cut Change Order	1	LS	\$ 41,768.00	\$ 41,768.00			1	\$ 41,768.00	1	\$ 41,768.00	100%
	Damages	-1	LS	\$ 6,573.83	\$ (6,573.83)						\$ -	0%
	BASE TOTAL				\$1,094,204.17		\$ 1,058,510.00		\$ 42,268.00	Total Complete To Date	\$ 1,100,778.00	100.60%

Retainage (5%)	
Eligible YTD	\$ 1,100,778.00
Less Previous	
Payments	\$ 1,005,584.50
Amount Due	\$ 95,193.50
Damage Credit	\$ 6,573.83
Adjust. Amount Due	\$ 88,619.67

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-70: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOONER SIGHT UTILITY AND CONSTRUCTION DECREASING THE CONTRACT AMOUNT BY \$22,800 FOR A REVISED CONTRACT AMOUNT OF \$62,300 AND ADDING 64 CALENDAR DAYS TO THE CONTRACT FOR THE WATER DISTRIBUTION SYSTEM SAMPLING STATIONS PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$5,110.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/22/2022

REQUESTER: Rachel Croft

PRESENTER: Rachel Croft, Staff Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-70: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOONER SIGHT UTILITY AND CONSTRUCTION DECREASING THE CONTRACT AMOUNT BY \$22,800 FOR A REVISED CONTRACT AMOUNT OF \$62,300 AND ADDING 64 CALENDAR DAYS TO THE CONTRACT FOR THE WATER DISTRIBUTION SYSTEM SAMPLING STATIONS PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$5,110.

BACKGROUND:

In order to meet federal and state requirements of the Revised Total Coliform Rule, staff must collect 90 bacteriological samples throughout the distribution system each month and report results to the Oklahoma Department of Environmental Quality (ODEQ). Currently, staff collects samples from businesses, schools, and homes but many locations are not accessible at certain times of the year.

This project installed 43 sampling stations throughout the distribution system at ODEQ approved locations that staff can easily access at all times of the year and will be tapped directly into a main water line, which will give better representation of the water supplied by the City. Two stations were already existing, bringing our total number of stations to 45. Two samples from each of the 45 stations will be collected each month in order to obtain 90 samples. Each station is constructed of stainless steel, surrounded by a cover with Norman logo, locked with a padlock, and centered on a concrete pad.

The construction contract, K-2021-70, for the construction of the Distribution System Sampling Stations project was awarded to Sooner Sight Utility and Construction by the NUA on April 27, 2021 in the amount of \$85,100.

DISCUSSION:

The project included pay items to account for pavement removal and replacement and additional service line in case they were needed for the project; however, these items were not needed. Change Order No. 1 modifies the quantities for these items from the original estimated quantity to zero which results in a decrease of \$24,900.

In addition, after installation of three (3) stations with concrete pad, several pads were damaged at no fault of the contractor requiring the need for removal and replacement of the pad. Change Order No. 1 creates a new pay item for pad removal and replacement at a cost of \$700 per location. This results in an increase of \$2,100 (total) for the three locations.

Change Order No. 1 also proposes to increase the contract time by 64 calendar days.

RECOMMENDATION:

Staff recommends the NUA approve Change Order No.1; accept the Distribution System Sampling Stations (Project WA0350); and authorize final payment in the amount of \$5,110 to Sooner Sight Utility and Construction.


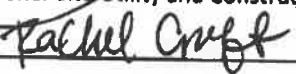
**NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA**

DATE: February 1, 2022
 CHANGE ORDER NO.: One (1)
 CONTRACT NO.: K-2021-70
 PROJECT: WA0350 - Water Distribution System Sampling Stations
 CONTRACTOR: Sooner Site Utility and Construction
 3501 NE 63rd Street, Oklahoma City, OK 73121

	<u>Contract Time</u>		<u>Contract Amount</u>	
ORIGINAL:	270	calendar days	\$85,100.00	
PREVIOUS CHANGE ORDERS:	0	calendar days	\$0.00	
THIS CHANGE ORDER:	64	calendar days	-\$22,800.00	-26.79%
REVISED AMOUNT:	334	calendar days	\$62,300.00	

ORIGINAL START DATE: March 3, 2021
 ORIGINAL COMPLETION DATE: November 28, 2021
 PREVIOUS COMPLETION DATE: November 28, 2021
 NEW COMPLETION DATE: January 31, 2022

DESCRIPTION:	Increase / Decrease (\$)
Decrease existing pay items to modify bid quantities to match as-built conditions.	-24,900.00
Create new pay item to remove and replace concrete pad	2,100.00
Increase contract time by 64 calendar days to allow modifying the original contract period from 270 calendar days to 334 calendar days	0.00
Sooner Site Utility and Construction agrees to complete the work as amended and modified by Change Order No. 1 as described above.	

SUBMITTED BY		Date: 2/10/22
CONTRACTOR:	Sooner Site Utility and Construction	
RECOMMENDED BY		Date: 2/10/22
PROJECT MANAGER:	Rachel Croft, Staff Engineer	
APPROVED AS TO FORM		Date: _____
AND LEGALITY:	City Attorney	
ACCEPTED BY		Date: _____
NORMAN UTILITIES AUTHORITY:	City Manager	

Attachment 1

Bid Item	Description	Units	Original Contract Amount	Unit Price	Original Contract Amount	Proposed Quantity Increased / Decreased	Cost Increase / Decrease	Percent Change
2	Pavement removal and replacement (as needed and approved by City Engineer)	SY	30	\$ 130.00	\$3,900	-30.00	-\$3,900.00	-100.00%
3	1" long service line connection (as needed and approved by City Engineer)	EA	15	\$ 1,400.00	\$21,000	-15.00	-\$21,000.00	-100.00%
SUBTOTAL					\$24,900.00		(\$24,900.00)	-29.26%
CHANGE ORDER PAY ITEMS								
C01-1	Remove and Replace Concrete Pad	EA	0	\$700.00	0	3.00	\$2,100.00	N/A
SUBTOTAL					\$0		\$2,100.00	2.67%
Original Contract Amount								
Change Order No. 1								
Final Contract Amount								
						-26.79%		

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 5

Owner: Norman Utilities Authority, 201-C West Gray, Norman, OK 73070
 Project Name: WA0350 - Water Distribution System Sampling Stations
 Contract No. K-2021-70 PO No. 21014142
 Start Date: June 29, 2021 End Date: February 4, 2022
 Contractor: Sooner Site Utility and Construction
 Address: 10900 Abbeywood OKC, OK 73170
 Application No. 2 - Final Application Date: February 1, 2022
 For the period: December 16, 2021 thru January 31, 2022, inclusive.

CONTRACTOR'S APPLICATION FOR PAYMENT

1	Original Contract Amount		\$85,100.00
2	Net Change by Change Order(s)		-\$22,800.00
3	Revised Contract Amount (Line 1 + Line 2)		\$62,300.00
4	Total Completed To Date		\$62,300.00
5	Stored Materials This Date		\$0.00
6	Total Completed and Stored (Line 4 + Line 5)		\$62,300.00
7	Retainage:		
	a Completed Work at	0% of Line 4	\$0.00
	b Stored Materials at	0% of Line 5	\$0.00
	Total Retainage (Lines 7a + 7b)		\$0.00
8	Total Earned Less Retainage (Line 6 less Line 7)		\$62,300.00
9	Previous Payments:		
	a Previously Paid to Contractor		\$57,190.00
	b Previously Paid to Vendors		\$0.00
	Total Previously Paid (Lines 9a + 9b)		\$57,190.00
10	Amount Due This Estimate		
	a Invoices to be Paid by NUA (new materials stored)		\$0.00
	b Amount Due to Contractor		\$5,110.00
	Total Amount Due This Estimate (Line 8 less Line 9)		\$5,110.00
11	Balance to Complete, Including Retainage		\$0.00

Page 2 of 5

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown is now due.

Contractor: Sooner Site Utility and ConstructionBy: Zac Woodcock, OwnerDate: 2/10/2022State of: OklahomaCounty of: Oklahoma

Subscribed and sworn to before me this

10th day of February, 2022Notary Public: My Commission expires: 2/2/23

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$5110.00Engineer: Norman Utilities AuthorityBy: Rachel Croft, Staff Engr.Date: 2/10/22

Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

APPROVAL OF THE OWNER

Owner: Norman Utilities AuthorityBy: Rachel Croft, Staff Engr.Date: 2/10/22

INVOICE AFFIDAVIT

State of: OklahomaP. O. No. 21014142County of: Oklahoma

Invoice No. _____

Amount \$5,110.00

The undersigned Contractor, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affiant further states that the work as shown by this invoice has been completed in accordance with the plans, specifications furnished the Affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, or money or any other thing of value to obtain payment of the invoice or procure award of this Contract order pursuant to which an invoice is submitted.

Contractor: Sooner Site Utility and Construction

By: _____

Zac Woodcock, Owner

Subscribed and sworn to before me this

10th day of February, 2022

Notary Public: _____

My Commission expires: 2/2/23

THIS FORM MUST BE COMPLETED AND SUBMITTED BEFORE ANY INVOICE OVER \$25,000.00 CAN BE PROCESSED FOR PAYMENT.

WA0350 - Water Distribution System Sampling Stations Sooner Site Utility and Construction										Payment Request No. 2 - Final Work Completed		Period Ending: 01/31/22 Page 4 of 5	
Bid	Item	Description	Qty.	Units	Unit Price	Total Price	Qty. This Estimate	Qty. Previous Estimates	Qty. To Date	Amount Previous Estimates	Amount To Date	% Complete	
	1	Installation of water sample station sites complete in place	EA	43	\$1,400.00	\$60,200.00	0.00	43	43.00	\$ -	\$ 60,200.00	100.0000%	
	2	Pavement removal and replacement (as needed and approved by City Engineer)	SY	0	\$130.00	\$0			0.00	\$ -	\$ -		
	3	1" long service line connection (as needed and approved by City Engineer)	EA	0	\$1,400.00	\$0			0.00	\$ -	\$ -		
	CO1-1	Remove and Replace Concrete Pad	EA	3	\$700.00	\$2,100	3.00	0	3.00	\$ 2,100.00	\$ -	100.0000%	
Total Base Bid						\$62,300.00			\$ 2,100.00	\$60,200.00	\$62,300.00	100.0000%	

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$22,659,079 FOR A REVISED CONTRACT AMOUNT OF \$39,024,185 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER; APPROPRIATION OF NORMAN FORWARD SALES TAX FUND BALANCE; AND BUDGET TRANSFER, AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/22/22

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$22,659,079 FOR A REVISED CONTRACT AMOUNT OF \$39,024,185 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER; APPROPRIATION OF NORMAN FORWARD SALES TAX FUND BALANCE; AND BUDGET TRANSFER, AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

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

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as two separate projects. After extensive public input and consideration by the City Council, acting as Trustees of the Norman Municipal Authority (NMA), these projects were combined into one more extensive project in 2018, located at the corner of 24th Avenue NW and Rock Creek Road. This new sports and aquatic complex will include eight full-sized basketball or 12 volleyball courts; a 25-meter, eight-lane lap pool; a 25-yard, four-lane warm-up pool; concession stands; retail space; administration offices; and, through a partnership with Norman Regional Health System (NRHS), a health and wellness clinic to be placed between the multi-sports and aquatic complexes.

Oklahoma City firm Frankfurt, Short, Bruza (FSB) was selected as the architectural and engineering (A/E) consultant for this project in March 2018. FSB has completed the schematic design and design development documents phase of the project and is proceeding with

construction documents and assisting with construction administration through the project completion. The building and the project were named the Young Family Athletic Center (YFAC) in July of 2021 (Contract K-2122-27) after the Trae Young Family Foundation (TYFF) agreed to donate \$4,000,000 to the construction of the building.

DISCUSSION:

On February 9, 2021, the NMA/City Council approved Contract K-2021-97 with GE Johnson Construction Company to provide construction management at-risk (CMaR) services for the YFAC project. The initial contract amount of \$85,000 was approved to provide pre-construction services which included plan review, design assistance, bidding services, and value engineering.

On September 14, 2021, NMA/City Council approved Amendment / Guaranteed Maximum Price (GMP) #1, which included earthwork, site clearing and mass excavation; estimating and construction contingencies; general conditions for the entire project; and indirect costs, which included bonding, insurance, and CMaR fees. The total for GMP #1 was \$3,404,474 (making then-cumulative total for Contract K-2021-97 of \$3,489,474).

On November 30, 2021, NMA/Council approved Amendment / GMP #2, which included building concrete, steel/joist/deck fabrication & erection, swimming pools, concrete/asphalt exterior paving, site utilities, and construction contingency, bonding/insurance and CMaR fees. The total for GMP #2 was \$12,875,632 (making then-cumulative total for Contract K-2021 of \$16,365,106).

Construction bids for this portion of construction, including masonry, millwork, metal panels, roofing, windows, painting, flooring, elevators, plumbing/HVAC/mechanical, electrical, landscaping, and various other aspects of “upward construction,” were opened on February 10, 2022. The total amount for work on the construction phase on GMP/Amendment #3 is (\$21,658,364) with additional indirect costs and fees of (\$1,000,715) for a total of \$22,659,079 (making the current cumulative total for Contract K-2021 of \$39,024,185).

The bid costs for most of the various components of GMP #3 are substantially within the engineer’s and CMaR’s estimates. The bid price for roofing materials, HVAC, and Gypsum were significantly over the original design estimates, reflecting the recent worldwide increase in the price (and delivery schedules) of these products. This cost inflation has been anticipated, and contingency plans have been discussed with the NMA/Council and the Norman Forward Citizen’s Financial Oversight Board (CFOB). At the February 15 City Council Conference meeting (Capital Budget Review), it was recommended that \$1,500,000 of Norman Forward savings allocated to the James Garner Road Project (NFP109) be transferred to the Young Family Athletic Facility Pay-As-You-Go Project (NFP110).

NRHS has committed a minimum of \$6.7 million towards constructing a human sports and performance clinic inside the YFAC to be called “N-Motion.” In addition, according to Contract K-2021-99 approved by Council in February 2021, NRHS will pay its portion for pre-construction fees (\$17,000) and A/E fees (\$249,000) associated with the construction of the clinic by June 30, 2022. The Parks and Recreation Department requests to appropriate this \$266,000 from the Norman Forward Unreserved Fund Balance to the Young Family Athletic Facility Pay-Go Project (NFP110).

The TYFF agreed generously to donate \$4,000,000 towards the construction of this facility, with the donation to be paid over ten years. Contract K-2122-27, which the NMA/Council approved in July 2021, with the TYFF, will pay \$200,000 with the start of upward construction in the fiscal year 2021-2022 (FYE 2022). Parks and Recreation Department/NMA Staff requests to appropriate this \$200,000 from the Norman Forward Unreserved Fund Balance to the Young Family Athletic Facility Pay-Go Project (NFP110). Future appropriations of the TYFF donations, as delineated in Contract K-2122-27, will be considered in annual budgets.

The Norman Municipal Authority approved a bond issuance, securitized by Room Tax revenues, in August 2021 (Resolutions R-2122-32 and R-2122-33) to provide supplemental construction funding for the YFAC. The Parks and Recreation Department requests \$3,801,683 of these NMA Room Tax Revenue Bond proceeds to be appropriated from the Norman Forward Fund Balance to the Young Family Athletic Facility Project (NFP110).

“Trae Young Drive,” a public road to be constructed within the scope of this project, will be funded through the Norman Forward Traffic and Road Improvements Project, Construction account (51594405-46101; project NFP120) in the amount of \$328,359.

The current balance in the project accounts is \$7,399,662.53 (Indoor Aquatic Facility, NFB002; Indoor Multi-Sport Facility, NFB003). The Parks and Recreation department requests a further appropriation of the remaining money needed to fund Contract K-2021-97 GMP #3 of \$13,255,022.47 from the Norman Forward Fund Balance (account 51-2900). The proposed appropriation of the available Norman Forward Fund balance will provide the up-front funding needed to complete the construction for the Young Family Athletic Center. Anticipated future revenues from the NRHS and TYFF will reimburse the Norman Forward Fund balance.

It is anticipated by both NMA/City staff and the CMar as the project progresses due to current market conditions and possible delay with construction materials, the complete construction of the YFAC project could be delayed up to seven months. It is further anticipated that the additional construction time added to the project will lead to higher costs for the CMar.

This project will have a fourth and final Amendment/GMP that includes bid packages that either did not receive bids on the February 10th bid opening and/or the City rejected the bid packages. The design team is adjusting scopes for more affordable options.

Our Project Consultants from ADG have participated throughout the entire process up to our current point of construction for this project. Further, the amendment documents have been reviewed and approved by the City Attorney's Office.

With the fund balance appropriations and transfers mentioned in this memo, adequate funds are available for this contract in the Indoor Aquatics Facility Project, Construction (Account 51795546-46101; Project NFB002); Indoor Multi-Sport Project, Construction (Account 51796601-46101; Project NFB003); Traffic and Road Improvement Project, Construction (Account 51594405-46101); and the Young Family Athletic Center Pay-As-You-Go Project, Construction (Account 51790601-46101; Project NFP 110).

RECOMMENDATION No. 1:

It is recommended that the City Council, acting jointly as the Norman Municipal Authority, approve Amendment #3 to CMaR Contract K-2021-97 with GE Johnson Construction Company in the amount of \$22,659,079 for a total contract of \$39,024,185 for the Young Family Athletic Center project for the Parks and Recreation Department.

RECOMMENDATION No. 2:

It is recommended that the NMA/City Council transfer \$1,500,000 from the James Garner Road Project (NFP109) to the Young Family Athletic Center Pay-Go Project (NFP110).

RECOMMENDATION No. 3:

It is recommended that City Council appropriate \$266,000 from the Norman Forward Fund Balance Account (51-29000) to the Young Family Athletic Center Pay-Go Project, representing NRHS' portion of the A/E and pre-construction fees to be received in FYE 2022.

RECOMMENDATION No. 4:

It is recommended that City Council appropriate \$200,000 from the Norman Forward Fund Balance Account (51-29000) to the Young Family Athletic Center Pay-Go Project (NFP110), representing The Young Family Foundation's donation for FYE 2022.

RECOMMENDATION No. 5:

It is recommended that City Council appropriate \$3,801,683 from the Norman Forward Fund Balance Account (51-29000) to the Young Family Athletic Center Pay-Go Project (NFP110), representing proceeds from the Norman Municipal Authority, Taxable Series 2021 Note.

RECOMMENDATION No. 6:

It is recommended that City Council appropriate \$13,255,023 from the Norman Forward Fund Balance to the Young Family Athletic Center Pay-Go Project (NFP110).

**AMENDMENT NO 3 TO CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN THE NORMAN MUNICIPAL AUTHORITY
AND GE JOHNSON CONSTRUCTION COMPANY**

THIS AMENDMENT NO. 3 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this “First Amendment”) is made as of February 22, 2022, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma (“NMA”) and GE Johnson Construction Company, Inc. an Colorado corporation (the “Construction Manager”).

RECITALS:

A. NMA and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2021-97), dated February 9, 2021, (the “Agreement”), for construction management services for the Multi-Sport and Aquatic Center Project, now the Young Family Athletic Center (“YFAC”) 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 four anticipated GMP Proposals to the City Council on September 14, 2021. GMP No. 1 was approved for a total contract amount of \$3,404,474.00 (derived from the total cost of work for the Construction Phase of \$3,254,119 + the Indirect Cost and Fee of \$150,355.00). The Construction Manager also submitted the second of four GMP Proposals to the City Council on November 30, 2021. GMP No. 2 was approved for a total contract amount of \$12,875,632.00 (derived from the total cost of work for the Construction Phase of \$12,306,993.00 + the Indirect Cost and Fee of \$568,639.00. Preconstruction Services were billed separately and are not included in GMP per previous Council approval attributable to the YFAC Project).

D. The Construction Manager now submits the third of four 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, NMA and the Construction Manager hereby agree as follows:

1. Third, but not FINAL, GMP Established. The Construction Manager’s third, but not Final, 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 \$22,659,079.00 (derived from the total cost of work for the Construction Phase of \$21,658,364.00 + the Indirect Cost and Fee of \$1,000,715.00. Preconstruction Services were billed separately not included in GMP_per previous Council approval attributable to the YFAC 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 to GMP #3 Letter and Summary sheet.
 - B. Contract Document Log. Refer to **Exhibit A** 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 A and incorporated herein by reference.
 - C. Allowances. Refer to **Exhibit B** for a list of allowances included by the Construction Manager in preparation of this GMP Proposal, is attached hereto as Exhibit B and incorporated herein by reference.
 - D. Assumptions. Refer to **Exhibit C** 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 C and incorporated herein by reference.
 - E. Proposed GMP. Refer to **Exhibit D** 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 D and incorporated herein by reference.
 - F. Substantial Completion. Refer to **Exhibit E** 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 E and incorporated herein by reference.
 - G. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit F**.
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 Third Amendment, the Construction Manager affirmatively asserts that (i) NMA is not currently in default, nor has been in default at any time prior to this Third 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 Third Amendment are forever waived.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this THIRD AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairperson of the Norman Municipal Authority.

CONSTRUCTION MANAGER (GE JOHNSON CONSTRUCTION COMPANY, INC)

By: _____

Name: Randy N. Nance

Title: General Manager

Date: February 18, 2022

ATTEST:

By: _____

Subscribed and Sworn to me this 18th day of February, 2022.

Commission Number: _____

Expiration Date: _____

NORMAN MUNICIPAL AUTHORITY

Reviewed and approved for form and legality this _____ day of _____, 2022.

Office of the General Counsel

Approved by Norman Municipal Authority on this _____ day of _____, 2022.

By: _____

Breca Clark, Chairperson

ATTEST:

By: _____

Brenda Hall, Secretary

825 North Broadway Avenue, Suite 320
Oklahoma City, OK 73102
405.772.1400 V
405.772.1401 F
gejohnson.com

February 14, 2022

Jason Olsen
Director, Parks and Recreation
City of Norman
201 West Gray Street, Building C
Norman, OK 73069

**RE: YOUNG FAMILY ATHLETIC CENTER – OK1081
2201 TRAE YOUNG DRIVE NORMAN, OK 73069
BID PACKAGE 4 – GMP AMENDMENT #3 RECAP**

Dear Jason,

Please see the recommendations below from GE Johnson Construction Company, Inc., for each scope of work as bid in Bid Package 4. These are submitted for approval. Bid Tabs and accompanying documents are forthcoming and will be provided, along with the award recommendations, later.

Bid Package 4 – Guaranteed Maximum Price (GMP) Amendment #3:

04A	Masonry	Sun Valley Masonry	\$	772,800
06F	Millwork / Casework	Fixtures & Drywall Company	\$	581,898
07A	Waterproofing / Damp proofing	Alpha Insulation & Waterproofing	\$	35,535
07D	Preformed Metal Panels	EWS Texas	\$	1,849,520
07F	Roofing	Graco Roofing	\$	1,785,000
08A	Door Frames and Hardware Furnish Only	Piper-Weatherford of OK	\$	466,900
08G	Aluminum and Glass	Coulter and Company	\$	788,430
09C	Gypsum Wallboard	SW Drywall	\$	2,952,937
09J	Wood Flooring	Tristate Flooring	\$	690,920
09L	Carpet Tile Concrete Flooring and Base	Bryan's Flooring	\$	1,105,586
09O	Painting	WH Baca & Son's Construction	\$	468,425
10A	Specialties	Oklahoma Specialty Supply	\$	162,463
10F	Flagpoles	Global Flags Unlimited	\$	10,663
11W	Athletic Equipment	H2I Group	\$	498,581
12C	Blinds / Shades	Russell Interiors	\$	12,540
14B	Elevators	TK Elevator Corporation	\$	139,829
21A	Fire Protection	Control Fire Systems	\$	339,630
22A	Plumbing / HVAC / Mechanical	Wattie Wolfe	\$	4,899,200
26A	Electrical	Baker Brothers Electric	\$	2,990,000
32B	Landscaping and Irrigation	Grissom Landscape Nursery	\$	476,680

JASON OLSEN
YOUNG FAMILY ATHLETIC CENTER – OK1081

PAGE 2
FEBRUARY 14, 2022

Subtotal (Cost of Work)	\$	21,027,537
Construction Contingency (3% of the Direct Cost of Work)	\$	630,826
Bonds, Insurances, and Fee	\$	1,000,715
Total Guaranteed Maximum Price (GMP) Amendment #3	\$	22,659,079
Bid Package 3 – GMP Amendment #2:		
Total GMP Amendment #2	\$	12,875,632
Bid Package 2 – GMP #1:		
Total GMP #1	\$	3,404,474
Preconstruction:	\$	85,000
Total Project GMP through GMP Amendment #3	\$	39,024,185
(Does not include upcoming Bid Packages for Miscellaneous Steel, Specialty Doors, or Signage)		
Total contract value with approved OCOs	\$	39,056,691

Please note, the total cost of Bid Package #4 represents the lowest and most responsible bidder for each package.

Please let me know if you have any questions.

Sincerely,
GE JOHNSON CONSTRUCTION COMPANY, INC.

Randy N. Nance, DBIA
 General Manager

Young Family Athletic Center

GMP#3

February 18, 2022

Guaranteed Maximum Price #3



Item 12.

Bid Item #	Bid Description	Current Est. Lvl	GMP #3	GMP#2	GMP#1	Subcontractor
03A	Building Concrete	\$ 2,080,000	\$ -	\$ 2,080,000		Pedro's Concrete Company, LLC
03K	Concrete Floor Sealer / Hardener	\$ -	\$ -	\$ -		
04A	Masonry	\$ 772,800	\$ 772,800	\$ -		Sun Valley Masonry
05A	Steel / Joist / Deck	\$ 4,997,379	\$ -	\$ 4,997,379		Basden Steel Corporation
05B	Miscellaneous Steel	\$ -	\$ -	\$ -		
06A	Rough Carpentry	\$ -	\$ -	\$ -		
06F	Millwork / Casework	\$ 581,898	\$ 581,898	\$ -		Fadco
07A	Waterproofing / Damp proofing	\$ 35,535	\$ 35,535	\$ -		Alpha Insulation
07B	Insulation	\$ -	\$ -	\$ -		
07D	Preformed Metal Panels	\$ 1,849,520	\$ 1,849,520	\$ -		EWS Texas
07F	Roofing	\$ 1,785,000	\$ 1,785,000	\$ -		Graco
07K	Joint Sealants	\$ -	\$ -	\$ -		
07L	Expansion Joints	\$ -	\$ -	\$ -		
08A	Door Frames and Hardware Furnish Only	\$ 466,900	\$ 466,900	\$ -		Piper Weatherford
08D	Specialty Doors	\$ -	\$ -	\$ -		
08G	Aluminum and Glass	\$ 788,430	\$ 788,430	\$ -		Coulter and Company
08L	Exterior Insulation Finish System (EIFS)	\$ -	\$ -	\$ -	\$ -	
09C	Gypsum Wallboard	\$ 2,952,937	\$ 2,952,937	\$ -		SW Drywall
09G	Tile	\$ -	\$ -	\$ -		
09J	Wood Flooring	\$ 690,920	\$ 690,920	\$ -		Tristate Flooring
09L	Carpet Tile Concrete Flooring and Base	\$ 1,105,586	\$ 1,105,586	\$ -		Bryans Flooring
09O	Painting	\$ 468,425	\$ 468,425	\$ -		WH Baca & Son's Construction, LLC
10A	Specialties	\$ 162,463	\$ 162,463	\$ -		Oklahoma Specialty Supply
10B	Wall Protection	\$ -	\$ -	\$ -		
10F	Flagpoles	\$ 10,663	\$ 10,663	\$ -		Global Flags Unlimited
10G	Signage	\$ -	\$ -	\$ -		
10J	Operable Folding Partitions	\$ -	\$ -	\$ -		
10L	Awnings	\$ -	\$ -	\$ -		
11W	Athletic Equipment	\$ 498,581	\$ 498,581	\$ -		H2I Group
12C	Blinds / Shades	\$ 12,540	\$ 12,540	\$ -		Russel Interiors
12H	Bleachers	\$ -	\$ -	\$ -		
13D	Saunas	\$ -	\$ -	\$ -		
13E	Pools	\$ 2,287,192	\$ -	\$ 2,287,192		Sunbelt Pools, Inc
14B	Elevators	\$ 139,829	\$ 139,829	\$ -		TK Elevator Corporation
21A	Fire Protection	\$ 339,630	\$ 339,630	\$ -		Control Fire Systems
22A	Plumbing / HVAC / Mechanical	\$ 4,899,200	\$ 4,899,200	\$ -		Wattie Wolfe
23A	HVAC / Mechanical	\$ -	\$ -	\$ -		
26A	Electrical	\$ 2,990,000	\$ 2,990,000	\$ -		Baker Brothers Electrical
31A	Earthworks, Site Clearing, and Mass Excavation	\$ 940,250	\$ -	\$ -	\$ 940,250	Great Plains Construction, LLC.
32B	Landscaping and Irrigation	\$ 476,680	\$ 476,680	\$ -		Grisson Landscape Nursery
32C	Concrete/Asphalt Exterior Paving	\$ 1,172,000	\$ -	\$ 1,172,000		Connelly Paving
32F	Site Concrete	\$ -	\$ -	\$ -		
33A	Site Utilities / Storm Drainage / Sewer / Water	\$ 1,411,966	\$ -	\$ 1,411,966		H&H Plumbing & Utilities
99AA	GMP Allowance	\$ -	\$ -	\$ -		GEJ Allowance
01AA	General Conditions (17-months full staff)	\$ 2,219,089	\$ -	\$ -	\$ 2,219,089	GEJCC
01BB	Project Requirements	\$ -	\$ -	\$ -		GEJCC
Bid Item Subtotal		\$ 36,135,413	\$ 21,027,537	\$ 11,948,537	\$ 3,159,339	
	Design Contingency (0.0%)	\$ -	\$ -	\$ -	\$ -	
	Estimating Contingency (Not carried in GMP) (5.0%)	\$ -	\$ -	\$ -	\$ -	
	Escalation (0.0%)	\$ -	\$ -	\$ -	\$ -	
	Construction Contingency (3.0%)	\$ 1,084,062	\$ 630,826	\$ 358,456	\$ 94,780	
Subtotal Direct Construction Costs		\$ 37,219,475	\$ 21,658,364	\$ 12,306,993	\$ 3,254,119	
Contractor Indirect Costs						
	Building Permit (By others)	\$ -	\$ -	\$ -		
	Plan Review Fees	\$ -	\$ -	\$ -		
	City of Denver Affordable Housing Fee (ie: single/multi	\$ -	\$ -	\$ -		
	Two Phase Construction Permit	\$ -	\$ -	\$ -		
	Misc Permits (Right of Way, Stormwater, etc)	\$ -	\$ -	\$ -		
	City & County Use Tax	\$ -	\$ -	\$ -		
	1.00% Contractor's Insurance	\$ 389,392	\$ 226,591	\$ 128,756	\$ 34,045	
	0.00% Contractors Insurance - DIC	\$ -	\$ -	\$ -	\$ -	
	0.150% Builder's Risk Insurance	\$ 58,409	\$ 33,989	\$ 19,313	\$ 5,107	
	0.000% Builder's Risk Insurance_DIC Insurance	\$ -	\$ -	\$ -	\$ -	
	0.59% Performance and Payment Bond	\$ 229,741	\$ 133,689	\$ 75,966	\$ 20,086	
	0.30% Preconstruction Services (Invoiced Separately)	\$ 85,000	\$ -	\$ -	\$ -	
	2.75% CM/GC Fee	\$ 1,042,168	\$ 606,447	\$ 344,603	\$ 91,117	
	Taxes (Gross Receipts, Sales, Use, County, City, etc.)	Included Above	\$ -	\$ -	Included Above	
Subtotal Direct & Indirect Costs		\$ 1,804,710	\$ 1,000,715	\$ 568,639	\$ 150,355	
TOTAL		\$ 39,024,185	\$ 22,659,079	\$ 12,875,632	\$ 3,404,474	\$ 85,000
Unit Cost		/sf	GMP #3	GMP #2	GMP #1	Preconstruction Service
Change Orders Approved to date		\$ 32,506.00	\$ -	\$ 32,506		
Total Project to Date		\$ 39,056,691	\$ 22,659,079	\$ 12,908,138	\$ 3,404,474	\$ 85,000
			GMP #3	GMP #2	GMP #1	Preconstruction Service
Site Indirect Costs						
	City Imposed Impact Fees	By Owner				
	Site Development Fees	By Owner				
	Water Connection Fees	By Owner				
	Electrical Primary Fee	By Owner				
	Construction Materials Testing & Inspections	By Owner				
Subtotal Site Indirect Costs		\$ 39,024,185				
Other Project Costs						
	FF&E	By Owner				
	Design & Engineering Services and Fees	By Owner				
	Owner's Project Contingency	By Owner				
	Escalation	By Owner				
Subtotal Site Indirect Costs		\$ 39,024,185				

EXHIBIT A
GMP AMENDMENT NO. 3
LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

Item 12.

LIST OF DRAWINGS

G-003 COVER SHEET - BID PACKAGE 3
G-004 COVER SHEET - BID PACKAGE 4
G-005 COVER SHEET - BID PACKAGE 5
G-012 SHEET INDEX - BID PACKAGE 3
G-013 SHEET INDEX - BID PACKAGE 4
G-014 SHEET INDEX - BID PACKAGE 5
G-015 SHEET INDEX - MASTER
G-100 CODE SUMMARY
G-101 COMPOSITE CODE COMPLIANCE PLANS
G-102 CODE COMPLIANCE PLAN - GROUND FLOOR - SECTOR A
G-103 CODE COMPLIANCE PLAN - GROUND FLOOR - SECTORS B & C
G-104 CODE COMPLIANCE PLAN - GROUND FLOOR - SECTORS D & E
G-105 CODE COMPLIANCE PLAN - GROUND FLOOR - SECTOR F
G-106 CODE COMPLIANCE PLAN - GROUND FLOOR - SECTOR G
G-107 CODE COMPLIANCE PLAN - GROUND FLOOR - SECTOR H
G-108 CODE COMPLIANCE PLAN - GROUND FLOOR - SECTOR J
G-109 CODE COMPLIANCE PLAN - SECOND FLOOR - SECTOR C
G-110 OCCUPANCY SCHEDULES
C-000 COVER SHEET
FP-01 FINAL PLAT SHEET 1 OF 2
FP-02 FINAL PLAT SHEET 2 OF 2
V-001 ORIGINAL SURVEY
C-001 GENERAL NOTES AND LEGEND
CD101 DEMOLITION PLAN
CS100 DRAINAGE AREA MAP
CS101 OVERALL SITE PLAN
CS102 ENLARGED SITE PLAN
CG100 ROUGH GRADING PLAN
CG101 SITE GRADING PLAN
CG201 EROSION CONTROL PLAN
CG501 EROSION CONTROL DETAILS
CP100 TRAE YOUNG DR. PLAN AND PROFILE
CU101 OVERALL UTILITY PLAN
CU102 WATER LINE 1 PLAN AND PROFILE SHEET 1 OF 3
CU103 WATER LINE 1 PLAN AND PROFILE SHEET 2 OF 3
CU104 WATER LINE 1 PLAN AND PROFILE SHEET 3 OF 3
CU105 WATER LINE 2 & 3 PLAN AND PROFILE
CU110 OVERALL STORM SEWER PLAN
CU111 STORM LINE 1 PLAN AND PROFILE

EXHIBIT A
GMP AMENDMENT NO. 3
LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

Item 12.

CU112 STORM LINE 2 PLAN AND PROFILE
CU113 STORM LINE 3 PLAN AND PROFILE
CU114 STORM LINE A & B PLAN AND PROFILE
CU115 STORM LINE C & D PLAN AND PROFILE
C-501 CIVIL DETAILS
C-502 CIVIL DETAILS
C-503 CIVIL DETAILS
C-504 CIVIL DETAILS
C-505 CIVIL DETAILS
C-506 CIVIL DETAILS
C-507 CIVIL DETAILS
LA-01 LANDSCAPE PLAN
LA-02 DETAILED LANDSCAPE PLAN
LA-03 DETAILED LANDSCAPE PLAN
LA-04 LANDSCAPE DETAILS
LI-01 SOUTH IRRIGATION PLAN
LI-02 NORTH IRRIGATION PLAN
LI-03 IRRIGATION DETAILS
S-001 GENERAL NOTES
S-002 SPECIAL INSPECTIONS
S-003 SPECIAL INSPECTIONS
S-004 TYPICAL DETAILS - FOUNDATION AND SLAB
S-005 TYPICAL DETAILS - MASONRY
S-006 TYPICAL DETAILS - FRAMING
S-007 TYPICAL DETAILS - BASE PLATES
S-008 TYPICAL DETAILS - BRACING
SB100 COMPOSITE FOUNDATION/SLAB PLAN
SB101 FOUNDATION PLAN - SECTOR A
SB102 FOUNDATION PLAN - SECTOR B AND SECTOR C
SB103 FOUNDATION PLAN - SECTOR D AND SECTOR E
SB104 FOUNDATION PLAN - SECTOR F
SB105 FOUNDATION PLAN - SECTOR G
SB106 FOUNDATION PLAN - SECTOR H
SB107 FOUNDATION PLAN - SECTOR J
SB111 SLAB AND CURB PLAN - SECTOR A (HIGH NATATORIUM)
SB112 SLAB AND CURB PLAN - SECTOR A (LOW NATATORIUM)
SB113 SLAB PLAN - SECTOR B AND SECTOR C
SB114 SLAB PLAN - SECTOR D AND SECTOR E
SB115 SLAB AND CURB PLAN - SECTOR F
SB116 SLAB AND CURB PLAN - SECTOR G
SB117 SLAB AND CURB PLAN - SECTOR H

EXHIBIT A
GMP AMENDMENT NO. 3
LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

Item 12.

SB118 SLAB AND CURB PLAN - SECTOR J
SB121 WALL PLAN - SECTOR A
SB122 WALL PLAN - SECTOR C
SB401 ENLARGED FOUNDATION AND SLAB PLANS
SB402 NATATORIUM ELEVATED SEAT PLAN AND DETAILS
SB403 ENLARGED SLAB PLAN
SB404 ENLARGED WALL PLAN
SB501 FOUNDATION DETAILS
SB502 FOUNDATION DETAILS
SB503 FOUNDATION DETAILS
SB504 FOUNDATION DETAILS
SF100 COMPOSITE ROOF FRAMING PLANS
SF101 SECOND FLOOR FRAMING PLAN - SECTOR C
SF111 LOW ROOF FRAMING PLAN - SECTOR A
SF112 LOW ROOF FRAMING PLAN - SECTOR B AND SECTOR D
SF113 LOW ROOF FRAMING PLAN - SECTOR E AND SECTOR G
SF121 HIGH ROOF FRAMING PLAN - SECTOR A
SF122 HIGH ROOF FRAMING PLAN - SECTOR C
SF123 HIGH ROOF FRAMING PLAN - SECTOR F
SF124 HIGH ROOF FRAMING PLAN - SECTOR G
SF125 HIGH ROOF FRAMING PLAN - SECTOR H
SF126 HIGH ROOF FRAMING PLAN - SECTOR J
SF201 FRAMING ELEVATIONS
SF202 FRAMING ELEVATIONS
SF203 FRAMING ELEVATIONS
SF204 FRAMING ELEVATIONS
SF205 FRAMING ELEVATIONS
SF206 FRAMING ELEVATIONS
SF207 FRAMING ELEVATIONS
SF208 FRAMING ELEVATIONS
SF209 FRAMING ELEVATIONS
SF210 FRAMING ELEVATIONS
SF211 FRAMING ELEVATIONS
SF212 FRAMING ELEVATIONS
SF401 ENLARGED VESTIBULE FRAMING PLAN
SF402 ENLARGED CANOPY FRAMING PLANS AND ISOMETRICS
SF403 ENLARGED CANOPY FRAMING PLANS
SF501 FRAMING DETAILS
SF502 FRAMING DETAILS
SF503 FRAMING DETAILS
SF504 FRAMING DETAILS

EXHIBIT A
GMP AMENDMENT NO. 3
LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

Item 12.

SF701 COMPOSITE ISOMETRIC
SF702 GYMNASIUM ISOMETRIC
SF703 CLINIC ISOMETRIC
SF704 NATATORIUM ISOMETRIC
SF705 CORRIDOR AND SHEAR WALL ISOMETRICS
A-001 ABBREVIATIONS AND SYMBOLS
A-002 PARTITION TYPES
A-100 COMPOSITE GROUND FLOOR PLAN & COMPOSITE ROOF PLAN
A-101 GROUND FLOOR PLAN - SECTOR A
A-102 GROUND FLOOR PLAN - SECTORS B & C
A-103 GROUND FLOOR PLAN - SECTORS D & E
A-104 GROUND FLOOR PLAN - SECTOR F
A-105 GROUND FLOOR PLAN - SECTOR G
A-106 GROUND FLOOR PLAN - SECTOR H
A-107 GROUND FLOOR PLAN - SECTOR J
A-121 SECOND FLOOR PLAN - SECTOR C
A-122 GROUND FLOOR DIMENSION PLAN - SECTOR C
A-123 SECOND FLOOR DIMENSION PLAN - SECTOR C
A-131 ROOF PLAN - SECTOR A
A-132 ROOF PLAN - SECTORS B & C
A-133 ROOF PLAN - SECTORS D & E
A-134 ROOF PLAN - SECTOR F
A-135 ROOF PLAN - SECTOR G
A-136 ROOF PLAN - SECTOR H
A-137 ROOF PLAN - SECTOR J
AC101 GROUND FLOOR REFLECTED CEILING PLAN - SECTOR A
AC102 GROUND FLOOR REFLECTED CEILING PLAN - SECTORS B & C
AC103 GROUND FLOOR REFLECTED CEILING PLAN - SECTORS D & E
AC104 GROUND FLOOR REFLECTED CEILING PLAN - SECTOR F
AC105 GROUND FLOOR REFLECTED CEILING PLAN - SECTOR G
AC106 GROUND FLOOR REFLECTED CEILING PLAN - SECTOR H
AC107 GROUND FLOOR REFLECTED CEILING PLAN - SECTOR J
AC121 SECOND FLOOR REFLECTED CEILING PLAN - SECTOR C
A-200 COMPOSITE BUILDING ELEVATIONS
A-201 BUILDING ELEVATIONS
A-202 BUILDING ELEVATIONS
A-203 BUILDING ELEVATIONS
A-204 BUILDING ELEVATIONS
A-301 BUILDING SECTIONS
A-302 BUILDING SECTIONS
A-303 BUILDING SECTIONS

EXHIBIT A
GMP AMENDMENT NO. 3
LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

Item 12.

A-310 WALL SECTIONS
A-311 WALL SECTIONS
A-312 WALL SECTIONS
A-313 WALL SECTIONS
A-314 WALL SECTIONS
A-315 WALL SECTIONS
A-316 WALL SECTIONS
A-317 WALL SECTIONS
A-318 WALL SECTIONS
A-319 STAIR SECTIONS
A-320 STAIR & ELEVATOR SECTIONS
A-321 PUMP PIT STAIR PLAN & SECTIONS
A-322 RAILING AND STAIR DETAILS
A-401 ENLARGED STAIR PLANS
A-410 POOL DECK DRAINAGE PLANS
A-411 LOCKER ROOM DRAINAGE PLANS
A-500 DOOR ELEVATIONS
A-501 DOOR DETAILS
A-501.2 DOOR DETAILS
A-502 DOOR DETAILS
A-503 DOOR DETAILS
A-504 PLAN DETAILS
A-505 PLAN DETAILS
A-506 PLAN DETAILS
A-507 PLAN DETAILS
A-508 PLAN DETAILS
A-510 SECTION DETAILS
A-511 SECTION DETAILS
A-512 SECTION DETAILS
A-513 SECTION DETAILS
A-514 SECTION DETAILS
A-515 SECTION DETAILS
A-516 SECTION DETAILS
A-517 SECTION DETAILS
A-518 SECTION DETAILS
A-530 CEILING DETAILS
A-531 CEILING DETAILS
A-540 ROOF DETAILS
A-541 ROOF DETAILS
A-542 ROOF DETAILS
A-600 DOOR SCHEDULE

EXHIBIT A
GMP AMENDMENT NO. 3
LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

Item 12.

A-700 GLAZING TYPES
A-701 GLAZING TYPES
A-702 GLAZING TYPES
A-703 GLAZING TYPES
A-704 GLAZING TYPES
A-705 WINDOW DETAILS
A-706 WINDOW DETAILS
A-707 WINDOW DETAILS - INTERIOR
A-800 INTERIOR LEGEND AND ABBREVIATIONS
A-801 INTERIOR GENERAL NOTES
A-802 INTERIOR FINISH SCHEDULE
A-803 ENLARGED PLANS & INT ELEVS - LOCKER ROOM
A-804 INTERIOR ELEVATIONS - LOCKER ROOM
A-805 ENLARGED PLAN - INT ELEVS POOL RESTROOMS
A-806 INTERIOR ELEVATIONS NATATORIUM
A-807 INTERIOR ELEVATIONS NATATORIUM
A-808 ENLARGED PLAN & INTERIOR ELEVATIONS - FRONT DESK/ADMIN EQUIP. SCHEDULE
A-809 ENLARGED PLAN & INT ELEVS - RESTROOM
A-810 INTERIOR ELEVATIONS- CORR. E
A-811 INTERIOR ELEVATIONS- CORR. W
A-812 INTERIOR ELEVATIONS- LOUNGES
A-813 INTERIOR ELEVATIONS - GYM & SECTOR D
A-814 INTERIOR ELEVATIONS - GYM
A-815 INTERIOR ELEVATIONS - PT GYM
A-816 ENLARGED PLAN & INTERIOR ELEVATIONS - PT GYM
A-817 ENLARGED PLAN & INT ELEVS - CLINIC RESTROOMS
A-818 INTERIOR ELEVATIONS - SPORTS SCIENCE INSTITUTE/VIP
A-819 ENLARGED PLAN & INTERIOR ELEVATIONS - CLINIC
A-820 ENLARGED PLAN & INTERIOR ELEVATIONS - LOCKER ROOM/SAUNA/KITCHEN
A-821 ENLARGED PLAN & INTERIOR ELEVATIONS - FUEL BAR/CYCLE/CONFERENCE
A-822 ENLARGED PLAN & SECTIONS - NATATORIUM SEATING
A-830 MILLWORK DETAILS
A-831 MILLWORK DETAILS
A-832 MILLWORK DETAILS
A-833 MILLWORK DETAILS
A-834 MILLWORK DETAILS
A-900 INTERIOR FINISH DETAILS
A-901 INTERIOR DETAILS
A-902 INTERIOR DETAILS
A-903 INTERIOR FINISH DETAILS
AF101 GROUND FLOOR FINISH PLAN - SECTOR A

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LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

Item 12.

AF102 GROUND FLOOR FINISH PLAN - SECTOR B & C
AF103 GROUND FLOOR FINISH PLAN - SECTOR D & E
AF104 GROUND FLOOR FINISH PLAN - SECTOR F
AF105 GROUND FLOOR FINISH PLAN - SECTOR G
AF106 GROUND FLOOR FINISH PLAN - SECTOR H
AF107 GROUND FLOOR FINISH PLAN - SECTOR J
AF108 COURT STRIPING PLAN - SECTOR F
AF109 COURT STRIPING PLAN - SECTOR G
AF110 COURT STRIPING PLAN - SECTOR H
AF111 COURT STRIPING PLAN - SECTOR J
AF121 SECOND FLOOR FINISH PLAN - SECTOR C
AG101 GROUND FLOOR SIGNAGE PLAN - SECTOR A
AG102 GROUND FLOOR SIGNAGE PLAN - SECTOR B & C
AG104 GROUND FLOOR SIGNAGE PLAN - SECTOR D & E
AG105 GROUND FLOOR SIGNAGE PLAN - SECTOR F
AG106 GROUND FLOOR SIGNAGE PLAN - SECTOR G
AG107 GROUND FLOOR SIGNAGE PLAN - SECTOR H
AG108 GROUND FLOOR SIGNAGE PLAN - SECTOR J
AG600 SIGNAGE DETAILS & SCHEDULE
AG601 SIGNAGE DETAILS
AQ102 GROUND FLOOR EQUIPMENT PLAN - SECTOR B & C
AQ103 SECOND FLOOR EQUIPMENT PLAN - SECTOR C
F-001 LEGEND, ABBREVIATIONS, AND PIPING SCHEMATIC
F-601 FIRE ALARM MATRIX
F-701 FIRE ALARM RISER DIAGRAM
F-101 FIRE PROTECTION PLAN - GROUND FLOOR - SECTOR A
F-102 FIRE PROTECTION PLAN - GROUND FLOOR - SECTOR B & C
F-103 FIRE PROTECTION PLAN - GROUND FLOOR - SECTOR D & E
F-104 FIRE PROTECTION PLAN - GROUND FLOOR - SECTOR F & G
F-105 FIRE PROTECTION PLAN GROUND FLOOR - SECTOR H & J
F-201 FIRE PROTECTION PLAN - SECOND FLOOR -SECTOR C
F-401 ENLARGED FIRE PUMP PLAN
P-001 LEGEND & ABBREVIATIONS
P-101 UNDER SLAB PIPING PLAN - SECTOR A
P-102 UNDER SLAB PIPING PLANS - SECTORS B & C
P-103 UNDER SLAB PIPING PLANS - SECTORS D & E
P-104 UNDER SLAB PIPING PLAN - SECTOR F
P-105 UNDER SLAB PIPING PLAN - SECTOR G
P-106 UNDER SLAB PIPING PLAN - SECTOR H
P-107 UNDER SLAB PIPING PLAN - SECTOR J
P-108 GROUND FLOOR PLAN - SECTOR A

EXHIBIT A
GMP AMENDMENT NO. 3
LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

Item 12.

P-109 GROUND FLOOR PLANS - SECTORS B & C
P-110 GROUND FLOOR PLANS - SECTORS D & E
P-111 GROUND FLOOR PLAN - SECTOR F
P-112 GROUND FLOOR PLAN - SECTOR G
P-113 GROUND FLOOR PLAN - SECTOR H
P-114 GROUND FLOOR PLAN - SECTOR J
P-115 SECOND FLOOR PLAN - SECTOR C
P-401 PARTIAL ENLARGED FLOOR PLANS
P-402 PARTIAL ENLARGED FLOOR PLANS
P-403 PARTIAL ENLARGED FLOOR PLANS
P-501 DETAILS
P-502 DETAILS
P-601 SCHEDULES
M-001 LEGEND & ABBREVIATIONS
MH101 FIRST FLOOR HVAC PLAN - SECTOR A
MH102 FIRST FLOOR HVAC PLAN - SECTOR B
MH103 FIRST FLOOR HVAC PLAN - SECTOR C
MH104 FIRST FLOOR HVAC PLAN - SECTOR D
MH105 FIRST FLOOR HVAC PLAN - SECTOR E
MH106 FIRST FLOOR HVAC PLAN - SECTOR F
MH107 FIRST FLOOR HVAC PLAN - SECTOR G
MH108 FIRST FLOOR HVAC PLAN - SECTOR H
MH109 FIRST FLOOR HVAC PLAN - SECTOR J
MH110 FIRST FLOOR CONTROLS - SECTOR C
MH201 SECOND FLOOR HVAC PLAN - SECTOR C
MH202 SECOND FLOOR CONTROLS - SECTOR C
MH301 HVAC ROOF PLAN - SECTOR A
MH302 HVAC ROOF PLAN - SECTOR B
MH303 HVAC ROOF PLAN - SECTOR C
MH304 HVAC ROOF PLAN - SECTOR D
MH305 HVAC ROOF PLAN - SECTOR E
MH306 HVAC ROOF PLAN - SECTOR F
MH307 HVAC ROOF PLAN - SECTOR G
MH308 HVAC ROOF PLAN - SECTOR H
MH309 HVAC ROOF PLAN - SECTOR J
MP301 MECHANICAL PIPING - OVERALL ROOF PLAN
M-401 MECHANICAL ENLARGED PLANS
M-501 MECHANICAL DETAILS
M-502 MECHANICAL DETAILS
M-601 MECHANICAL SCHEDULES
M-602 MECHANICAL SCHEDULES

EXHIBIT A
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Item 12.

M-701 HVAC CONTROLS (POOL DEHUMIDIFICATION UNITS)
M-702 HVAC CONTROLS
M-703 HVAC CONTROLS
M-704 HVAC CONTROLS
M-705 HVAC CONTROLS
M-706 HVAC CONTROLS
E-001 LEGEND, ABBREVIATIONS, & MOUNTING HEIGHT DETAIL
ES101 ELECTRICAL SITE
EG101 ELECTRICAL GROUND FLOOR GROUNDING PLAN - SECTORS A,B,C,D,F
EG102 ELECTRICAL GROUND FLOOR SECTORS E,G,H,J AND SECOND FLOOR GROUNDING PLAN
EG103 ELECTRICAL LIGHTNING PROTECTION PLAN - SECTORS A,B,C,D,F
EG104 ELECTRICAL LIGHTNING PROTECTION PLAN - SECTORS E,G,H,J
EG501 ELECTRICAL GROUNDING DETAILS
EG502 ELECTRICAL LIGHTNING PROTECTION DETAILS
EP100 ELECTRICAL VAV POWER PLANS
EP101 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR A
EP102 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR B
EP103 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR C
EP104 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR D & E
EP105 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR F
EP106 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR G
EP107 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR H
EP108 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR J
EP109 ELECTRICAL SECOND FLOOR POWER PLAN
EP110 ELECTRICAL ROOF POWER PLAN
EP401 ENLARGED POWER PLANS
EP601 ELECTRICAL POWER ONE-LINE DIAGRAM
EP701 PANEL SCHEDULES
EP702 PANEL SCHEDULES
EP703 PANEL SCHEDULES
EP704 PANEL SCHEDULES
EL101 ELECTRICAL GROUND FLOOR LIGHTING PLAN - SECTOR A
EL102 ELECTRICAL GROUND FLOOR LIGHTING PLAN - SECTOR B
EL103 ELECTRICAL GROUND FLOOR LIGHTING PLAN - SECTOR C
EL104 ELECTRICAL GROUND FLOOR LIGHTING PLAN - SECTOR D&E
EL105 ELECTRICAL GROUND FLOOR LIGHTING PLAN - SECTOR F
EL106 ELECTRICAL GROUND FLOOR LIGHTING PLAN - SECTOR G
EL107 ELECTRICAL GROUND FLOOR LIGHTING PLAN - SECTOR H
EL108 ELECTRICAL GROUND FLOOR LIGHTING PLAN - SECTOR J
EL109 ELECTRICAL SECOND FLOOR LIGHTING PLAN
EL601 ELECTRICAL LIGHTING CONTROLS ONE-LINE DIAGRAMS -PART 1

EXHIBIT A
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LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

Item 12.

EL602 ELECTRICAL LIGHTING CONTROLS ONE-LINE DIAGRAMS -PART 2
EL603 ELECTRICAL LIGHTING CONTROLS ONE-LINE DIAGRAMS -PART 3
EL604 ELECTRICAL LIGHTING CONTROLS ONE-LINE DIAGRAMS -PART 4
EL605 ELECTRICAL LIGHTING CONTROLS ONE-LINE DIAGRAMS -PART 5
EL606 ELECTRICAL LIGHTING CONTROLS ONE-LINE DIAGRAMS -PART 6
EL607 ELECTRICAL LIGHTING CONTROLS ONE-LINE DIAGRAMS -PART 7
EL701 LIGHT FIXTURE SCHEDULE PART 1
EL702 LIGHT FIXTURE SCHEDULE PART 2
ET101 GROUND FLOOR TELECOMMUNICATION PLAN - SECTOR A
ET102 GROUND FLOOR TELECOMMUNICATION PLAN - SECTOR B
ET103 GROUND FLOOR TELECOMMUNICATION PLAN - SECTOR C
ET104 GROUND FLOOR TELECOMMUNICATION PLAN - SECTORS D & E
ET105 GROUND FLOOR TELECOMMUNICATION PLAN - SECTOR F
ET106 GROUND FLOOR TELECOMMUNICATION PLAN - SECTOR G
ET107 GROUND FLOOR TELECOMMUNICATION PLAN - SECTOR H
ET108 GROUND FLOOR TELECOMMUNICATION PLAN - SECTOR J
ET109 SECOND FLOOR TELECOMMUNICATION PLAN
ET401 TELECOMMUNICATION ENLARGED PLANS
ET501 TELECOM & SECURITY DETAILS & DIAGRAMS
ET502 ACCESS CONTROL SYSTEM (ACS) DETAILS
ET503 CCTV RISER DIAGRAMS
ET504 IDS & ACS RISER DIAGRAMS
ET600 TELECOMMUNICATIONS RISER DIAGRAM NOTES
ET601 TELECOMMUNICATIONS RISER DIAGRAM
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ET604 TELECOMMUNICATIONS RISER DIAGRAM
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AV101 GROUND FLOOR PLAN-SECTOR A
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AV103 GROUND FLOOR PLAN-SECTOR D & E
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AV107 GROUND FLOOR PLAN-SECTOR J
AV108 SECOND FLOOR PLAN - SECTOR C
AV121 GROUND FLOOR REFLECTED CEILING PLAN - SECTOR A
AV122 GROUND FLOOR REFLECTED CEILING PLAN - SECTOR B & C
AV123 GROUND FLOOR REFLECTED CEILING PLAN - SECTOR D & E
AV124 GROUND FLOOR REFLECTED CEILING PLAN - SECTOR F
AV125 GROUND FLOOR REFLECTED CEILING PLAN - SECTOR G
AV126 GROUND FLOOR REFLECTED CEILING PLAN - SECTOR H
AV127 GROUND FLOOR REFLECTED CEILING PLAN - SECTOR J
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AV201 ELEVATIONS
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AV1110 AV SYSTEM FUNCTIONALS
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PL510 POOL A MECHANICAL SCHEMATIC
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SECTION 012300 – ALTERNATES (BP-4, BP-5 Addendum #5)
SECTION 012500 - SUBSTITUTION PROCEDURES (BP-2, BP-3 and BP-4)
SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION (BP-2, BP-3 and BP-4)
SECTION 013300 - SUBMITTAL PROCEDURES (BP-2, BP-3 and BP-4)
SECTION 014000 - QUALITY REQUIREMENTS (BP-2, BP-3 and BP-4)
SECTION 014200 – REFERENCES (BP-2, BP-3 and BP-4)
SECTION 015723 - TEMPORARY STORMWATER POLLUTION CONTROL (BP-2, BP-3)
SECTION 016000 - PRODUCT REQUIREMENTS (BP-2, BP-3 and BP-4)
SECTION 017300 – EXECUTION (BP-2, BP-3 and BP-4)
SECTION 017700 - CLOSEOUT PROCEDURES (BP-2, BP-3 and BP-4)
SECTION 017823 - OPERATION AND MAINTENANCE DATA (BP-2, BP-3 and BP-4)
SECTION 017839 - PROJECT RECORD DOCUMENTS (BP-4)
SECTION 033000 - CAST-IN-PLACE CONCRETE (BP-4)
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SECTION 033511 – CONCRETE FLOOR FINISHES (BRS) (BP-4)
SECTION 042000 - UNIT MASONRY (BP-5 Addendum #03)
SECTION 044313.13 - ANCHORED STONE MASONRY VENEER (BP-5 Addendum #04)
SECTION 047200 - CAST STONE MASONRY (BP-5 Addendum #04)
SECTION 051200 - STRUCTURAL STEEL FRAMING (BP-4)
SECTION 052100 – STEEL JOIST FRAMING (BP-4)
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SECTION 054000 - COLD-FORMED METAL FRAMING (BP-5 Addendum #03)
SECTION 054300 – SLOTTED CHANNEL FRAMING FOR PRIMARY AND SECONDARY NATATORIUM ENVELOPE (BRS) (BP-5 Addendum #04)
SECTION 055000 - METAL FABRICATIONS (BP-5 Addendum #03)
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SECTION 055213.01 – ALUMINUM RAILINGS (BRS) (BP-5 Addendum #03)

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SECTION 064100 – ARCHITECTURAL WOOD CASEWORK (BRS/JHBR) (BP-5 Addendum #03, BP-5 Addendum #5)
SECTION 064100.01 – ARCHITECTURAL WOOD CASEWORK (JHBR) (BP-5 Addendum #04)
SECTION 066310 - PLASTIC FABRICATED BENCHES (BRS) (BP-5 Addendum #03, BP-5 Addendum #04)
SECTION 068316 – FIBER GLASS REINFORCED PLASTIC (FRP) PANELS (BRS) (BP-5 Addendum #03)
SECTION 071326 – SELF-ADHERING SHEET WATERPROOFING (BP-5 Addendum #04)
SECTION 072100 - THERMAL INSULATION (BP-5 Addendum #04)
SECTION 072119 - FOAMED-IN-PLACE INSULATION (BRS) (BP-5 Addendum #03)
SECTION 072419 – WATER-DRAINAGE EXTERIOR INSULATION AND FINISH SYSTEM (EIFS) (BP-5 Addendum #03)
SECTION 072726 - FLUID-APPLIED MEMBRANE AIR BARRIERS (BP-5 Addendum #04)
SECTION 074213.19 - INSULATED METAL WALL PANELS (BP-5 Addendum #03)
SECTION 074293 - SOFFIT PANELS (BP-5 Addendum #04)
SECTION 075419 - POLYVINYL-CHLORIDE (PVC) ROOFING (BP-5 Addendum #03)
SECTION 076200 – SHEET METAL FLASHING AND TRIM (BP-5 Addendum #04)
SECTION 078413 - PENETRATION FIRESTOPPING (BP-5 Addendum #04)
SECTION 078443 - JOINT FIRESTOPPING (BP-5 Addendum #04)
SECTION 079200 - JOINT SEALANTS (BP-5 Addendum #04)
SECTION 079513.13 - INTERIOR EXPANSION JOINT COVER ASSEMBLIES (BRS)
SECTION 079513.16 – EXTERIOR EXPANSION JOINT COVER ASSEMBLIES (BP-5 Addendum #5)
SECTION 081113 - HOLLOW METAL DOORS AND FRAMES (BP-5 Addendum #04, BP-5 Addendum #5)
SECTION 081116 – ALUMINUM DOORS AND FRAMES (JHBR) (BP-5 Addendum #03)
SECTION 081416 - FLUSH WOOD DOORS (BRS/JHBR) (BP-5 Addendum #5)
SECTION 083113 - ACCESS DOORS AND FRAMES (BRS/JHBR) (BP-5 Addendum #5)
SECTION 083400 – SPECIAL FUNCTION DOOR (JHBR) (BP-5 Addendum #04)
SECTION 083516 – FOLDING GRILLES (BRS) (BP-5 Addendum #04)
SECTION 083613.01 – SECTIONAL DOORS (JHBR) (BP-5 Addendum #03)
SECTION 083619 – VERTICAL BI-FOLDING OVERHEAD DOORS (JHBR) (BP-5 Addendum #04)
SECTION 084113 – ALUMINUM FRAMED ENTRANCES AND STOREFRONTS (BP-5 Addendum #5)
SECTION 087100 - DOOR HARDWARE (BP-5 Addendum #04)
SECTION 087113 - AUTOMATIC DOOR OPERATORS (BP-5 Addendum #04)
SECTION 088000 – GLAZING (BP-5 Addendum #5)
SECTION 088700 – WINDOW FILM (BP-5 Addendum #5)
SECTION 089119 - FIXED LOUVERS (BP-5 Addendum #04)

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SECTION 092116.23 - GYPSUM BOARD SHAFT WALL ASSEMBLIES (BP-5 Addendum #5)
SECTION 092216 - NON-STRUCTURAL METAL FRAMING (BP-5 Addendum #5)
SECTION 92513.23 – INTERIOR ACRYLIC POLYMER COATING SYSTEM (BRS) (BP-5 Addendum #04)
SECTION 092900 - GYPSUM BOARD (BP-5 Addendum #5)
SECTION 093000 – TILING (BRS/JHBR) (BP-5 Addendum #04, BP-5 Addendum #5)
SECTION 095100 – ACOUSTICAL CEILINGS (BRS/JHBR) (BP-5 Addendum #03, BP-5 Addendum #04, BP-5 Addendum #5)
SECTION 095423 – LINEAR METAL ASSEMBLIES (JHBR) (BP-5 Addendum #03, BP-5 Addendum #5)
SECTION 096429 - WOOD STRIP FLOORING (BRS) (BP-5 Addendum #03) (BP-5 Addendum #04)
SECTION 096500 – RESILIENT FLOORING AND BASE (BRS/JHBR) (BP-5 Addendum #03, BP-5 Addendum #5)
SECTION 096566 - RESILIENT ATHLETIC FLOORING (JHBR) (BP-5 Addendum #03)
SECTION 096813 - TILE CARPETING (BRS/JHBR) (BP-5 Addendum #03, BP-5 Addendum #5)
SECTION 096813.10 – TEXTILE COMPOSITE FLOORING (JHBR) (BP-5 Addendum #03)
SECTION 097200 – WALL COVERINGS (BRS/JHBR) (BP-5 Addendum #04, BP-5 Addendum #5)
SECTION 097800 – INTERIOR WALL PANELING (JHBR) (BP-5 Addendum #03)
SECTION 098412 – ACOUSTICAL ACCESSORIES (BRS) (BP-5 Addendum #03)
SECTION 099000 – PAINTING AND COATING (JHBR) (BP-5 Addendum #04)
SECTION 099114 - EXTERIOR PAINTING (MPI STANDARDS) (BP-5 Addendum #04)
SECTION 099123 - INTERIOR PAINTING (BRS/JHBR) (BP-5 Addendum #03, (BP-5 Addendum #5)
SECTION 099600 – HIGH PERFORMANCE COATINGS (BRS) (BP-3 Addendum #01)
SECTION 101100 - VISUAL DISPLAY UNITS (BRS) (BP-5 Addendum #03) (BP-5 Addendum #04)
SECTION 101400 – INTERIOR SIGNAGE (BRS) (BP-5 Addendum #03, BP-5 Addendum #04)
SECTION 101419 - DIMENSIONAL LETTER SIGNAGE (BP-5 Addendum #5)
SECTION 101470 – ENVIRONMENTAL GRAPHICS (BRS) (BP-5 Addendum #04)
SECTION 102113.17 – PHENOLIC TOILET COMPARTMENTS (BRS) (BP-5 Addendum #03, BP-5 Addendum #04, BP-5 Addendum #5)
SECTION 102113.19 - PLASTIC TOILET COMPARTMENTS (JHBR) (BP-5 Addendum #03, (BP-5 Addendum #5)
SECTION 102241 – OPERABLE GLASS PARTITIONS (JHBR) (BP-5 Addendum #03)
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SECTION 102600 - WALL AND DOOR PROTECTION (BRS/JHBR) (BP-5 Addendum #04, BP-5 Addendum #5)
SECTION 102600.01 - WALL AND DOOR PROTECTION (JHBR) (BP-5 Addendum #03)
SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES (BRS/JHBR) (BP-5 Addendum #03, (BP-5 Addendum #5)
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SECTION 105123 – PLASTIC-LAMINATE-CLAD LOCKERS (JHBR) (BP-5 Addendum #03)
SECTION 105129 – PHENOLIC LOCKERS (BRS) (BP-5 Addendum #03)
SECTION 107529 - PLAZA-MOUNTED FLAGPOLES (BP-5 Addendum #04)
SECTION 110660 – LED DISPLAY SYSTEMS SCHEDULE OF DISPLAYS (WJHW) (BP-5 Addendum #03, (BP-5 Addendum #5)
SECTION 116510 – SCORING DISPLAY SYSTEM (WJHW) (BP-5 Addendum #5)
SECTION 116510 – SCORING DISPLAY SYSTEMS (WJHW) (BP-5 Addendum #03)
SECTION 116623 - GYMNASIUM EQUIPMENT (BRS) (BP-5 Addendum #03)
SECTION 116643 – SCOREBOARDS (BRS) (BP-5 Addendum #03)
SECTION 122400 - WINDOW SHADES (BRS/JHBR) (BP-5 Addendum #03, BP-5 Addendum #04, BP-5 Addendum #5)
SECTION 123600 – COUNTERTOPS AND BENCHTOPS (BRS/JHBR) (BP-5 Addendum #03)
SECTION 123600.01 – COUNTERTOPS (JHBR) (BP-5 Addendum #04)
SECTION 126615 – ALUMINUM BLEACHERS (BRS) (BP-5 Addendum #04)
SECTION 130095 – X-RAY RADIATION PROTECTION (JHBR) (BP-5 Addendum #5)
SECTION 130095_01 – YOUNG FAMILY ATHLETIC CENTER SHIELDING PLAN (JHBR) (BP-5 Addendum #5)
SECTION 131113 - POOL GENERAL (BP-4)
SECTION 131114 - POOL START-UP, MAINTENANCE & OPERATIONS TRAINING (BP-4)
SECTION 131118 - POOL CONCRETE (BP-4)
SECTION 131120 - POOL PIPE AND PIPE FITTINGS (BP-4)
SECTION 131123 - POOL PIPE SUPPORTS (BP-4)
SECTION 131124 - POOL VALVES (BP-4)
SECTION 131125 - POOL CENTRIFUGAL PUMPS (BP-4)
SECTION 131126 - POOL PUMP VFD (BP-4)
SECTION 131130 - POOL REGENERATIVE MEDIA FILTERS (BP-4)
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SECTION 131137 - POOL CHEMICAL SYSTEMS AND CONTROLS (BP-4)
SECTION 131140 - POOL HEATING SYSTEMS (BP-4)
SECTION 131142 - PERIMETER OVERFLOW GUTTER GRATING (BP-4)
SECTION 131145 - POOL RAIL GOODS (BP-4)
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SECTION 132416 – SAUNAS (JHBR) (BP-5 Addendum #5)
SECTION 142123.16 - MACHINE-ROOM-LESS ELECTRIC TRACTION PASSENGER ELEVATORS (BP-5 Addendum #03)
SECTION 211313 – WET-PIPE SPRINKLER SYSTEMS (BP-5 Addendum #04)
SECTION 213000 – ELECTRIC-DRIVE, CENTRIFUGAL FIRE PUMPS (BP-5 Addendum #04)
SECTION 213400 – PRESSURE MAINTENANCE PUMPS (BP-5 Addendum #04)
SECTION 213900 – CONTROLLERS FOR FIRE-PUMP DRIVERS (BP-5 Addendum #04)

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SECTION 220518 - ESCUTCHEONS FOR PLUMBING PIPING (BP-5 Addendum #03)
SECTION 220519 - METERS AND GAGES FOR PLUMBING PIPING (BP-5 Addendum #03)
SECTION 220523.12 - BALL VALVES FOR PLUMBING PIPING (BP-5 Addendum #03)
SECTION 220523.13 - BUTTERFLY VALVES FOR PLUMBING PIPING (BP-5 Addendum #03)
SECTION 220523.14 - CHECK VALVES FOR PLUMBING PIPING (BP-5 Addendum #03)
SECTION 220529 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT (BP-5 Addendum #03)
SECTION 220553 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT (BP-5 Addendum #03)
SECTION 220719 - PLUMBING PIPING INSULATION (BP-5 Addendum #03)
SECTION 221113 – FACILITY WATER DISTRIBUTION PIPING (BP-2, BP-3)
SECTION 221116 - DOMESTIC WATER PIPING (BP-5 Addendum #03)
SECTION 221119 - DOMESTIC WATER PIPING SPECIALTIES (BP-5 Addendum #03)
SECTION 221123 - DOMESTIC WATER PUMPS (BP-5 Addendum #03)
SECTION 221123.13 - DOMESTIC-WATER PACKAGED BOOSTER PUMPS (BP-5 Addendum #03)
SECTION 221313 – FACILITY SANITARY SEWERS (BP-2, BP-3)
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SECTION 221319.13 - SANITARY DRAINS (BP-5 Addendum #03)
SECTION 221413 - FACILITY STORM DRAINAGE PIPING (BP-5 Addendum #03)
SECTION 221429 - SUMP PUMPS (BP-5 Addendum #03)
SECTION 223300 - ELECTRIC, DOMESTIC-WATER HEATERS (BP-5 Addendum #03)
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SECTION 224213.13 - COMMERCIAL WATER CLOSETS (BP-5 Addendum #03)
SECTION 224213.16 - COMMERCIAL URINALS (BP-5 Addendum #03)
SECTION 224216.13 - COMMERCIAL LAVATORIES (BP-5 Addendum #03)
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SECTION 224223 - COMMERCIAL SHOWERS (BP-5 Addendum #03)
SECTION 224500 - EMERGENCY PLUMBING FIXTURES (BP-5 Addendum #03)
SECTION 224713 - DRINKING FOUNTAINS (BP-5 Addendum #03)
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SECTION 230513 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT (BP-5 Addendum #03)
SECTION 230517 - SLEEVES AND SLEEVE SEALS FOR HVAC PIPING (BP-5 Addendum #03)
SECTION 230518 - ESCUTCHEONS FOR HVAC PIPING (BP-5 Addendum #03)
SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT (BP-5 Addendum #03)
SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT (BP-5 Addendum #03)

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SECTION 230713 - DUCT INSULATION (BP-5 Addendum #03)
SECTION 230719 - HVAC PIPING INSULATION (BP-5 Addendum #03)
SECTION 230923 - DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC (BP-5 Addendum #03)
SECTION 230923.12 - CONTROL DAMPERS (BP-5 Addendum #03)
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SECTION 231123 - FACILITY NATURAL-GAS PIPING (BP-5 Addendum #03)
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SECTION 232300 - REFRIGERANT PIPING (BP-5 Addendum #03)
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SECTION 235123 - GAS VENTS (BP-5 Addendum #03)
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SECTION 238416 - MECHANICAL DEHUMIDIFICATION UNITS (BP-5 Addendum #03)
SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (BP-5 Addendum #03)
SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES (BP-5 Addendum #03)
SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS (BP-5 Addendum #03)
SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS (BP-5 Addendum #03)
SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS (BP-5 Addendum #03)
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SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS (BP-5 Addendum #03)
SECTION 260572 - OVERCURRENT PROTECTIVE DEVICE SHORT-CIRCUIT STUDY (BP-5 Addendum #03)
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SECTION 262200 - LOW-VOLTAGE TRANSFORMERS (BP-5 Addendum #03)
SECTION 262413 - SWITCHBOARDS (BP-5 Addendum #03)
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SECTION 262726 - WIRING DEVICES (BP-5 Addendum #03)
SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS (BP-5 Addendum #03)
SECTION 262923 - VARIABLE-FREQUENCY MOTOR CONTROLLERS (BP-5 Addendum #03)
SECTION 264313 - SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS (BP-5 Addendum #03)
SECTION 265119 - LED INTERIOR LIGHTING (BP-5 Addendum #03)
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SECTION 270010 - SUPPLEMENTAL REQUIREMENTS FOR COMMUNICATIONS (BP-5 Addendum #03)
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SECTION 274116 – INTEGRATED AUDIO-VIDEO SYSTEMS AND EQUIPMENT (WJHW) (BP-5 Addendum #03, BP-5 Addendum #04)
SECTION 274143 – INSTALLATION OF TELEVISION DISPLAYS AND MOUNTS (WJHW) (BP-5 Addendum #03)
SECTION 281005 – ELECTRONIC SAFETY AND SECURITY (BP-5 Addendum #04)
SECTION 283111 - ADDRESSABLE FIRE ALARM SYSTEMS (BP-5 Addendum #04)
SECTION 311000 – SITE CLEARING (BP-2, BP-3)
SECTION 312000 – EARTH MOVING (BP-2, BP-3)
SECTION 313116 – TERMITE CONTROL (BP-4, ADDENDUM #2)
SECTION 316329 – DRILLED CONCRETE PIERS AND SHAFTS (BP-4)
SECTION 321216 – ASPHALT PAVING (BP-2, BP-3)
SECTION 321413 – CONCRETE PAVERS (BP-5 Addendum #03)
SECTION 321723 – PAVEMENT MARKINGS (BP-2, BP-3)
SECTION 321726 – TACTILE WARNING SURFACES (BP-2, BP-3)

EXHIBIT A
GMP AMENDMENT NO. 3
LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

Item 12.

SECTION 328400 – LANDSCAPE IRRIGATION – TWO WIRE SYSTEM (BP-5 Addendum #03)
SECTION 329100 – LANDSCAPE BOULDERS AND DECORATIVE STONE (BP-5 Addendum #03)
SECTION 329219 – SEEDING (BP-5 Addendum #03)
SECTION 329300 – EXTERIOR PLANTS (BP-5 Addendum #03)
SECTION 334100 – STORM UTILITY DRAINAGE PIPING (BP-2, BP-3)

LIST OF ADDENDA AND ASI'S

Addendum #1 – 10/15/2021
Addendum #2 – 10/22/2021
Addendum #4 – 11/16/2021
Addendum #5 – 12/07/2021
Addendum #6 – 1/17/2022
ASI #02 – 2/1/2022
ASI #03 – 2/8/2022

**EXHIBIT B
GMP AMENDMENT NO. 3**

LIST OF ALLOWANCES

NO ALLOWANCES ARE INCLUDED OR PART OF THIS GMP AMENDMENT NO. 3

LIST OF ASSUMPTIONS AND CLARIFICATIONS

1. The Contract Documents indicated a quantity of 50,000 cubic yards of common fill would be available for use by the Earthworks, Site Clearing and Mass Excavation trade contractor/subcontractor. The location of the borrow area for the common fill, as indicated in the Contract Documents, is near the project site. Should the original location on where the 50,000 cubic yards is shown/indicated to be located change, the Final GMP is subject to change and be increased by Change Order for the additional costs, if any, and the costs would be allocated from Construction Contingency or by Owner Change Order.
2. Reference Standard Form of Agreement between Owner and Construction Manager, Contract K-2021-97 dated February 9, 2021, by and between The Norman Municipal Authority and GE Johnson Construction Company, Inc. The following modifications are hereby made to the original Agreement:
 - a. Article 5, Subsection 5.1.1. Strike the words "% of the total Guaranteed Maximum Price" and insert "Two and Seventy-Five Hundredths Percent (2.75%) of the Cost of Work.
 - b. Article 5, Subsection 5.1.2. In the first sentence, insert in the location requesting the monthly lump sum amount the following, "One Hundred Thirty Thousand Five Hundred Thirty-Five Dollars (\$130,535.00)/Month for the "Seventeen (17) month duration..."
 - c. Article 5, Subsection 5.1.2. After the second/last sentence, insert the following, "Based upon current market conditions and possible procurement and delivery delays associated with numerous building materials, equipment, and labor, the monthly General Conditions costs and duration of the Project are subject to change. The Construction Manager reserves the right to revise both the monthly lump sum for General Conditions and the total duration/Final Completion of the Project."
3. Structural steel delegated design is only responsible for the design of the connection details that were not shown in Bid Package #4 documents.
4. Storm water lines in GMP #2 bid documents are sized to receive the storm water from the adjacent site to the West and our Utility contractor will install as shown on the contract documents.
5. The scope of work and costs associated with Time Clocks in the Natatorium are NOT included in the GMP No. 3 pricing and therefore the project. The specified manufacturer, Colorado Time Clocks refused to bid the project based upon the way the project specifications and their product/scope of work for the Time Clocks were written.
6. All glass identified or specified as Type S Glass was priced and included as Tempered Glass and not Laminated Glass. A clarification provided by the design team confirmed the Tempered Glass meets the IBC Requirement for the Type S Glass.

**EXHIBIT D
PROPOSED GMP**



Item 12.

Young Family Athletic Center

GMP#3

February 18, 2022

Guaranteed Maximum Price #3

Bid Item #	Bid Description	Current Est. Lvl	GMP #3	GMP#2	GMP#1	Subcontractor
03A	Building Concrete	\$ 2,080,000	\$ -	\$ 2,080,000		Pedro's Concrete Company, LLC
03K	Concrete Floor Sealer / Hardener	\$ -	\$ -	\$ -		
04A	Masonry	\$ 772,800	\$ 772,800	\$ -		Sun Valley Masonry
05A	Steel / Joist / Deck	\$ 4,997,379	\$ -	\$ 4,997,379		Basden Steel Corporation
05B	Miscellaneous Steel	\$ -	\$ -	\$ -		
06A	Rough Carpentry	\$ -	\$ -	\$ -		
06F	Millwork / Casework	\$ 581,898	\$ 581,898	\$ -		Fadco
07A	Waterproofing / Damp proofing	\$ 35,535	\$ 35,535	\$ -		Alpha Insulation
07B	Insulation	\$ -	\$ -	\$ -		
07D	Preformed Metal Panels	\$ 1,849,520	\$ 1,849,520	\$ -		EWS Texas
07F	Roofing	\$ 1,785,000	\$ 1,785,000	\$ -		Graco
07K	Joint Sealants	\$ -	\$ -	\$ -		
07L	Expansion Joints	\$ -	\$ -	\$ -		
08A	Door Frames and Hardware Furnish Only	\$ 466,900	\$ 466,900	\$ -		Piper Weatherford
08D	Specialty Doors	\$ -	\$ -	\$ -		
08G	Aluminum and Glass	\$ 788,430	\$ 788,430	\$ -		Coulter and Company
08L	Exterior Insulation Finish System (EIFS)	\$ -	\$ -	\$ -	\$ -	
09C	Gypsum Wallboard	\$ 2,952,937	\$ 2,952,937	\$ -		SW Drywall
09G	Tile	\$ -	\$ -	\$ -		
09J	Wood Flooring	\$ 690,920	\$ 690,920	\$ -		Tristate Flooring
09L	Carpet Tile Concrete Flooring and Base	\$ 1,105,586	\$ 1,105,586	\$ -		Bryans Flooring
09O	Painting	\$ 468,425	\$ 468,425	\$ -		WH Baca & Son's Construction, LLC
10A	Specialties	\$ 162,463	\$ 162,463	\$ -		Oklahoma Specialty Supply
10B	Wall Protection	\$ -	\$ -	\$ -		
10F	Flagpoles	\$ 10,663	\$ 10,663	\$ -		Global Flags Unlimited
10G	Signage	\$ -	\$ -	\$ -		
10J	Operable Folding Partitions	\$ -	\$ -	\$ -		
10L	Awnings	\$ -	\$ -	\$ -		
11W	Athletic Equipment	\$ 498,581	\$ 498,581	\$ -		H2I Group
12C	Blinds / Shades	\$ 12,540	\$ 12,540	\$ -		Russel Interiors
12H	Bleachers	\$ -	\$ -	\$ -		
13D	Saunas	\$ -	\$ -	\$ -		
13E	Pools	\$ 2,287,192	\$ -	\$ 2,287,192		Sunbelt Pools, Inc
14B	Elevators	\$ 139,829	\$ 139,829	\$ -		TK Elevator Corporation
21A	Fire Protection	\$ 339,630	\$ 339,630	\$ -		Control Fire Systems
22A	Plumbing / HVAC / Mechanical	\$ 4,899,200	\$ 4,899,200	\$ -		Wattie Wolfe
23A	HVAC / Mechanical	\$ -	\$ -	\$ -		
26A	Electrical	\$ 2,990,000	\$ 2,990,000	\$ -		Baker Brothers Electrical
31A	Earthworks, Site Clearing, and Mass Excavation	\$ 940,250	\$ -	\$ -	\$ 940,250	Great Plains Construction, LLC.
32B	Landscaping and Irrigation	\$ 476,680	\$ 476,680	\$ -		Grisson Landscape Nursery
32C	Concrete/Asphalt Exterior Paving	\$ 1,172,000	\$ -	\$ 1,172,000		Connelly Paving
32F	Site Concrete	\$ -	\$ -	\$ -		
33A	Site Utilities / Storm Drainage / Sewer / Water	\$ 1,411,966	\$ -	\$ 1,411,966		H&H Plumbing & Utilities
99AA	GMP Allowance	\$ -	\$ -	\$ -		GEJ Allowance
01AA	General Conditions (17-months full staff)	\$ 2,219,089	\$ -	\$ -	\$ 2,219,089	GEJCC
01BB	Project Requirements	\$ -	\$ -	\$ -		GEJCC
Bid Item Subtotal		\$ 36,135,413	\$ 21,027,537	\$ 11,948,537	\$ 3,159,339	
	Design Contingency (0.0%)	\$ -	\$ -	\$ -	\$ -	
	Estimating Contingency (Not carried in GMP) (5.0%)	\$ -	\$ -	\$ -	\$ -	
	Escalation (0.0%)	\$ -	\$ -	\$ -	\$ -	
	Construction Contingency (3.0%)	\$ 1,084,062	\$ 630,826	\$ 358,456	\$ 94,780	
Subtotal Direct Construction Costs		\$ 37,219,475	\$ 21,658,364	\$ 12,306,993	\$ 3,254,119	
Contractor Indirect Costs						
	Building Permit (By others)	\$ -	\$ -	\$ -		
	Plan Review Fees	\$ -	\$ -	\$ -		
	City of Denver Affordable Housing Fee (ie: single/multi	\$ -	\$ -	\$ -		
	Two Phase Construction Permit	\$ -	\$ -	\$ -		
	Misc Permits (Right of Way, Stormwater, etc)	\$ -	\$ -	\$ -		
	City & County Use Tax	\$ -	\$ -	\$ -		
	1.00% Contractor's Insurance	\$ 389,392	\$ 226,591	\$ 128,756	\$ 34,045	
	0.00% Contractors Insurance - DIC	\$ -	\$ -	\$ -	\$ -	
	0.150% Builder's Risk Insurance	\$ 58,409	\$ 33,989	\$ 19,313	\$ 5,107	
	0.000% Builder's Risk Insurance_DIC Insurance	\$ -	\$ -	\$ -	\$ -	
	0.59% Performance and Payment Bond	\$ 229,741	\$ 133,689	\$ 75,966	\$ 20,086	
	0.30% Preconstruction Services (Invoiced Separately)	\$ 85,000	\$ -	\$ -	\$ -	
	2.75% CM/GC Fee	\$ 1,042,168	\$ 606,447	\$ 344,603	\$ 91,117	
	Taxes (Gross Receipts, Sales, Use, County, City, etc.)	Included Above	\$ -	\$ -	Included Above	
Subtotal Direct & Indirect Costs		\$ 1,804,710	\$ 1,000,715	\$ 568,639	\$ 150,355	
TOTAL		\$ 39,024,185	\$ 22,659,079	\$ 12,875,632	\$ 3,404,474	\$ 85,000
Unit Cost		/sf	GMP #3	GMP #2	GMP #1	Preconstruction Service
Change Orders Approved to date		\$ 32,506.00	\$ -	\$ 32,506		
Total Project to Date		\$ 39,056,691	\$ 22,659,079	\$ 12,908,138	\$ 3,404,474	\$ 85,000
			GMP #3	GMP #2	GMP #1	Preconstruction Service
Site Indirect Costs						
	City Imposed Impact Fees	By Owner				
	Site Development Fees	By Owner				
	Water Connection Fees	By Owner				
	Electrical Primary Fee	By Owner				
	Construction Materials Testing & Inspections	By Owner				
Subtotal Site Indirect Costs		\$ 39,024,185				
Other Project Costs						
	FF&E	By Owner				
	Design & Engineering Services and Fees	By Owner				
	Owner's Project Contingency	By Owner				
	Escalation	By Owner				
Subtotal Site Indirect Costs		\$ 39,024,185				

EXHIBIT E
GMP AMENDMENT NO. 3

Item 12.

SUBSTANTIAL COMPLETION

N/A. Substantial Completion date and information will be provided and finalized in a future GMP Amendment.

EXHIBIT F
GMP AMENDMENT NO. 3

ACCEPTANCE PERIOD

1. Acceptance of GMP No. 3 is required on or before April 11, 2022 (60 days from the date bids/proposals were received.)
2. Should the pricing and terms of the GMP Amendment No. 3 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 3 will be null and void and the work will be re-advertised and re-bid.

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-2021-115: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$2,758,145 FOR A REVISED CONTRACT AMOUNT OF \$4,804,873 FOR CONSTRUCTION OF THE NORMAN FORWARD SENIOR WELLNESS CENTER PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/22/2022

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-2021-115 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$2,758,145 FOR A REVISED CONTRACT AMOUNT OF \$4,804,873 FOR CONSTRUCTION OF THE NORMAN FORWARD SENIOR WELLNESS CENTER PROJECT.

BACKGROUND:

In October of 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 was a project to construct a new Senior Wellness Center.

The Senior Wellness Center is to be located on City-owned land on the southeast corner of Norman Regional Health System's (NRHS) Porter Campus ("Wellness Village"), off of North Findlay Avenue. The new Senior Wellness Center will include an indoor heated saltwater pool with lap swimming, water walking, and hydrotherapy seating; an indoor walking track; training space; fitness classroom areas; lounge; game rooms; both wet and dry craft areas; small prep and demonstration kitchen; and multipurpose rooms that could be used for eating, events, classes, theatrical plays, games, and much more.

Oklahoma City architectural and engineering (A/E) firm Frankfurt, Short, Bruza (FSB) was selected as the A/E consultant for this project in March 2018. FSB has completed the project's schematic design phase, is proceeding with design development and construction documents, and will assist with construction administration through the project completion.

The Senior Wellness Center was included in the Norman Forward initiative in 2015 but was unfunded. The Senior Wellness Center was later funded through two Council actions: transferred savings from a long term land lease instead of a land purchase at Griffin Park (\$7.4 million); and an appropriation of \$4.8 million (Resolution R-2021-69) from federal Coronavirus Aid, Relief & Economic Security (CARES) Act reimbursements, for a total of a \$12.4 million budget for construction and design.

DISCUSSION:

On April 13, 2021, City Council approved Contract K-2021-115 with Crossland Construction to provide construction manager at-risk (CMaR) services for the Senior Wellness project. The initial contract amount of \$26,320 was approved to provide pre-construction services which, to date, have included plan review, design assistance, bidding services, and value engineering.

On December 14, 2021, City Council approved Amendment No. One to Contract K-2021-115 with Crossland Construction for a Guaranteed Maximum Price (GMP) of \$2,022,408 for steel fabrication and erection. This GMP amendment also included construction contingency, general conditions for the entire project, and indirect costs, including bonding, insurance, and CMaR fees.

Construction bids for additional portions of the facility's construction, including site demolition, foundation, pools, utilities, and upward construction, were opened on January 25, 2022. The total amount for work on the construction phase on Amendment No 2 is \$2,569,790, with additional indirect costs and fees of \$188,355, for a total of \$2,758,145.

This project will have a third and final Amendment/GMP that will include bid packages that either did not receive bids on the January 25th bid opening and/or the City rejected the bid packages, and the design team is adjusting scopes for more affordable options.

Our Consultants from ADG have participated throughout the entire process up to our current point of 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 Norman Forward Senior Wellness project, Construction (account 51793365-46101; project NFP108).

RECOMMENDATION:

It is recommended that City Council approve Amendment No. Two to CMaR Contract K-2021-15 with Crossland Construction Company, Inc., in the amount of \$2,758,145 for a revised contract amount of \$4,806,873 for construction services for the Senior Wellness Center project for the Parks and Recreation Department.

CROSSLAND
CONSTRUCTION COMPANY, INC.

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

February 11th, 2022

Brenda Hall
City Clerk
City of Norman
201 W. Gray St.

Re: Norman Senior Wellness Center – Amendment 2

Mrs. Hall,

Enclosed you will find two original copies of Amendment 2 for the Senior Wellness project.
Please execute and return a copy for our records.

Sincerely,



Aaron Stoops
Vice President – OKC
Crossland Construction Company, Inc.

**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 "First Amendment") is made as of February 22nd, 2022, between the City of Norman, and Crossland Construction Company, Inc. an 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-2021-115), dated March 20th, 2021, (the "Agreement"), for construction management services for the Senior Wellness Center, now the Norman Senior Center 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 has submitted the first of three anticipated GMP Proposals based on the bids received.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the 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 \$2,758,144 (derived from the total cost of work for the Construction Phase of \$2,569,790 + the Indirect Cost and Fee of \$188,355. Preconstruction Services were billed separately not included in GMP per previous Council approval attributable to the Norman Senior Center 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 and Summary

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 _A_ 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 **_B_** 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 **_C_** 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 **_D_** 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 **_E_** 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 First Amendment are forever waived.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE ON FOLLOWING PAGES]

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: 12.17.22

ATTEST:

By: 

Subscribed and Sworn to me this 17 day of February, 2022.

Commission Number: 21009617

Expiration Date: 7/22



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: _____

Breea Clark, Mayor

ATTEST:

By: _____

Brenda Hall, City Clerk

CROSSLAND

CONSTRUCTION COMPANY, INC.

EXHIBIT A GMP AMENDMENT

NO. 2

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

February 11th, 2022

Jason Olsen
Director of Parks and Recreation
City of Norman

RE: City of Norman Senior Center
Recommendation Award Letter Bid Package #02 - Letter #2

Dear Mr. Jason Olsen,

For the above referenced project, we are proposing a guaranteed maximum price (GMP) of two million, seven hundred and fifty-eight thousand, one hundred and forty-four dollars (\$2,758,144).

Bids for the City of Norman Senior Center – Bid Package #2, were received and publicly read aloud in at 201 W. Gray, Norman, OK 73069 on January 25th, 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>
K&M Wrecking (2A Demolition)	\$37,325
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, K&M Wrecking, for this trade contract. Scope includes the entirety of trade contract 2A as detailed in Bid Package #02 documents. 	
Crossland Construction (3A Building Concrete)	\$569,000
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Crossland Construction, for this trade contract. Scope includes the entirety of trade contract 3A as detailed in Bid Package #02 documents. 	
Midwest Drywall (7D EFIS)	\$293,430
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Midwest Drywall, for this trade contract. Scope includes the entirety of trade contract 7D as detailed in Bid Package #02 documents. 	
Piper Weatherford (8A Door Assemblies - Supply)	\$102,000
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Piper Weatherford, for this trade contract. Scope includes the entirety of trade contract 8A as detailed in Bid Package #02 documents. 	

Red Mountain (8B Door Assemblies - Install)**\$8,200**

- 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 #02 documents.

Performance Surfaces (9G Athletic Flooring)**\$88,638**

- Crossland Construction is recommending responsive low bidder, Performance Surfaces, for this trade contract. Scope includes the entirety of trade contract 9G as detailed in Bid Package #02 documents.

Oklahoma Specialties (10C Lockers)**\$46,700**

- Crossland Construction is recommending responsive low bidder, Oklahoma Specialties, for this trade contract. Scope includes the entirety of trade contract 10C as detailed in Bid Package #02 documents.

Sunbelt Pools (13A Pool Construction)**\$780,188**

- Crossland Construction is recommending responsive low bidder, Sunbelt Pools, for this trade contract. Scope includes the entirety of trade contract 13A as detailed in Bid Package #02 documents.

Kanske Fire (21A Fire Suppression)**\$78,840**

- Crossland Construction is recommending responsive low bidder, Kanske Fire, for this trade contract. Scope includes the entirety of trade contract 21A as detailed in Bid Package #02 documents.

Great Plains Construction (31A Earthwork)**\$201,350**

- Crossland Construction is recommending responsive low bidder, Great Plains Construction, for this trade contract. Scope includes the entirety of trade contract 31A as detailed in Bid Package #02 documents.

Turning Point (32A Site Concrete)**\$212,900**

- 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 #02 documents.

Grissom Landscape (32D Landscape, Irrigation & Plantings)**\$151,219**

- Crossland Construction is recommending responsive low bidder, Grissom Landscape, for this trade contract. Scope includes the entirety of trade contract 5A as detailed in Bid Package #02 documents.

Please contact me should you have any questions.

Sincerely,

Aaron Stoops
Vice President
Crossland Construction Company

See Exhibit E : GMP, Cost Summary & Divisional Bid Tabs

City of Norman
Norman Senior Center

GMP Amendment No. 2

**EXHIBIT B
GMP AMENDMENT NO. 2**

LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

LIST OF DRAWINGS

Drawings dated 12/20/21 as may be amended via addenda during the bidding process:

GENERAL	
G-001b	COVER SHEET
G-002b	SHEET INDEX
G-101	CODE ANALYSIS
G-102	COMPOSITE OCCUPANCY FLOOR PLAN
G-103	COMPOSITE CODE COMPLIANCE PLAN
5	
SURVEY/MAPPING	
V-001	ORIGINAL SURVEY
1	
CIVIL	
C-001	GENERAL NOTES, LEGEND AND ABBREVIATIONS
CD101	DEMOLITION PLAN
CS101	OVERALL SITE PLAN
CG101	OVERALL GRADING PLAN
CG201	EROSION CONTROL PLAN
CG501	EROSION CONTROL DETAILS
CU101	OVERALL UTILITY PLAN
CU102	WATER LINE 1 PLAN AND PROFILE
C-501	CIVIL DETAILS
C-502	CIVIL DETAILS
C-503	CIVIL DETAILS
C-504	CIVIL DETAILS
C-505	CIVIL DETAILS
V-001	ORIGINAL SURVEY
14	
LANDSCAPE	
LA-01	LANDSCAPE PLAN
LA-02	LANDSCAPE DETAILS
LI-01	IRRIGATION PLAN
LI-02	IRRIGATION DETAILS
4	
STRUCTURAL	
S-002	GENERAL NOTES
S-005A	SPECIAL INSPECTIONS
S-008A	TYPICAL DETAILS - CFMF
S-009A	TYPICAL DETAILS - CFMF
S-010	TYPICAL DETAILS - FOUNDATION AND SLAB
S-011	TYPICAL DETAILS - MASONRY
SB100	COMPOSITE FOUNDATION/SLAB PLAN
SB101	FOUNDATION PLAN - SECTOR A
SB102	FOUNDATION PLAN - SECTOR B
SB111	SLAB AND WALL PLAN - SECTOR A
SB112	SLAB AND WALL PLAN - SECTOR B
SB401	ENLARGED FOUNDATION AND SLAB PLANS
SB402	ENLARGED FOUNDATION AND SLAB PLANS
SB403	ENLARGED FOUNDATION AND SLAB PLANS
SB501	FOUNDATION DETAILS
SB502	FOUNDATION DETAILS
SB503	FOUNDATION DETAILS
17	

EXHIBIT B GMP AMENDMENT NO. 2

ARCHITECTURAL	
A-001	ARCHITECTURAL ABBREVIATIONS AND SYMBOLS LEGEND
A-002	TOILET ACCESSORIES GUIDE
A-003	PARTITION TYPES
AS100	ARCHITECTURAL SITE PLAN
AE100	COMPOSITE GROUND FLOOR PLAN
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AE307	WALL SECTIONS
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AE504	EXTERIOR PLAN DETAILS
AE505	EXTERIOR PLAN DETAILS
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LIST OF SPECIFICATIONS

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DIVISION 03 - CONCRETE

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SECTION 033511 - CONCRETE FLOOR FINISHES
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DIVISION 04 - MASONRY

SECTION 042000 - UNIT MASONRY
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DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

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SECTION 061600 - SHEATHING
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SECTION 076200 - SHEET METAL FLASHING AND TRIM
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SECTION 081416 - FLUSH WOOD DOORS
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SECTION 084413 - GLAZED ALUMINUM CURTAIN WALLS
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 SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES
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Norman Senior Center**EXHIBIT B
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SECTION 283111 - ADDRESSABLE FIRE ALARM SYSTEMS

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LIST OF ADDENDA

No. 1	CM Addendum 1	01/03/22
No. 2	CM Addendum 2	01/12/22
No. 3	CM Addendum 3	01/20/22

EXHIBIT C
GMP AMENDMENT NO. 2

LIST OF ALLOWANCES

NO ALLOWANCES ARE INCLUDED OR PART OF THIS GMP AMENDMENT NO. 2

**EXHIBIT D
GMP AMENDMENT NO. 1**

Assumptions

1. No assumptions

**EXHIBIT E
GMP AMENDMENT NO. 2**

GMP Summary

Norman Senior Center			
Bid Package # 2		CROSSLAND	
Bid Tab		CONSTRUCTION COMPANY, INC.	
Norman Senior Center		Bid Package	Subcontractor
SF:	31,180	#2	
02A	Demolition	37,325	K&M Wrecking
03A	Concrete	569,000	CCC
07D	EIFS	293,430	Midwest
08A	Door Assemblies Supply	102,000	Piper
08B	Door Assemblies – Install	8,200	Red Mountain
09G	Athletic Flooring	88,638	Performance
10C	Lockers	46,700	OK Specialties
13A	Pool	780,188	Sunbelt Pools
21A	Fire Suppression	78,840	Kanske
31A	Earthwork	201,350	Great Plains
32A	Site Concrete	212,900	Turning Point
32D	Landscape, Irrigation, & Plantings	151,219	Grissom
	Subtotal Direct Costs	2,569,790	
	Construction Contingency	77,094	
	General Conditions		
	Project Requirements		
	Insurance	14,134	
	Construction Phase Fee	97,127	
	Construction Total	2,758,144	

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EXHIBIT E **GMP AMENDMENT NO. 2**

Bid Tab

Trade Contract Identification
2A Demolition

Trade Contractor - Bid Summary

Contractor:	Midwest	Native Wrecking	Total Demo	M&M Wrecking	K&M Wrecking	Total w/o's		
Base Bid:	\$ 77,220	\$ 62,242	\$ 96,195	\$ 48,740	\$ 37,325	\$ 28,265		
Alt 1								
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 77,220	\$ 62,242	\$ 96,195	\$ 48,740	\$ 37,325	\$ 28,265	\$	\$

OK Roofing

MCG

Crossland Construction Recommendation

		Price
BASE BID:	K&M Wrecking	\$ 37,325.00
TOTAL ALT:		\$

Trade Contract Identification
3A Concrete

Trade Contractor - Bid Summary

Contractor:	CCC	AG						
Base Bid:	\$ 569,000	\$ 667,600						
Alt 1								
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 569,000	\$ 667,600	\$	\$	\$	\$	\$	\$

Crossland Construction Recommendation

		Price
BASE BID:	CCC	\$ 569,000.00
TOTAL ALT:		\$

Trade Contract Identification
7D Stucco/TFS

Trade Contractor - Bid Summary

Contractor:	Elite Plastering	Swift Corp	Major Const.	Midwest	WILJO			
Base Bid:	\$ 964,650	\$ 370,000	\$ 562,100	\$ 454,400	\$ 399,500			
Alt 1	\$ (35,700)	\$ (11,500)	\$ (8,800)	\$ (20,380)	\$ (12,000)			
Alt 2								
Alt 3								
Alt 4	\$ (64,050)	\$ (2,300)	\$ (17,740)	\$ (4,500)	\$ (20,000)			
Alt 5								
Alt 6								
Alt 7	\$ (509,430)			\$ (100,970)				
Base Bid:	\$ 964,650	\$ 370,000	\$ 562,100	\$ 454,400	\$ 399,500			
Total w/ alt 7:	\$ 455,220	\$ 370,000	\$ 562,100	\$ 293,430	\$ 399,500			

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
Alternate 2 Low:	Midwest	\$ 293,430.00
BASE BID LOW:	Swift Corp	\$ 370,000.00

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Trade Contract Identification
8A DFHW-Supply

Trade Contractor - Bid Summary

Contractor:	Felix	CBS	Piper						
Base Bid:	\$ 124,758	\$ 121,275	\$ 102,000						
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 124,758	\$ 121,275	\$ 102,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID:	Piper	\$ 102,000.00
TOTAL ALT:		

Trade Contract Identification
8A DFHW-Install

Trade Contractor - Bid Summary

Contractor:					Red Mountain				
Base Bid:					\$ 8,200				
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ -	\$ -	\$ -	\$ -	\$ 8,200	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID:	Red Mountain	\$ 8,200.00
TOTAL ALT:		

Trade Contract Identification
9G Athletic Flooring

Trade Contractor - Bid Summary

Contractor:	Vector Concepts	Performance	Bryan's Flooring						
Base Bid:	\$ 108,346	\$ 88,638	\$ 90,580						
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 108,346	\$ 88,638	\$ 90,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID:	Performance	\$ 88,638.00
TOTAL ALT:		

City of Norman
Norman Senior Center

GMP Amendment No. 2

EXHIBIT E GMP AMENDMENT NO. 2

Trade Contract Identification
3DC Lockers

Trade Contractor - Bid Summary

Contractor:	OK Specialties	Czarniecki							
Base Bid:	\$ 46,700	\$ 49,997							
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 46,700	\$ 49,997	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor	Price
BASE BID: OK Specialties	\$ 46,700.00
TOTAL ALT:	

Trade Contract Identification
13A Pool

Trade Contractor - Bid Summary

Contractor:	Gall	The Pool Co.	Sunbelt Pools						
Base Bid:	\$ 945,000	\$ 1,497,487	\$ 780,188						
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 945,000	\$ 1,497,487	\$ 780,188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor	Price
BASE BID: Sunbelt Pools	\$ 780,188.00
TOTAL ALT:	

Trade Contract Identification
21A Fire Suppression

Trade Contractor - Bid Summary

Contractor:	AL Fire Protection	Indian Nation	Kanske	SPF Tech	Johnson				
Base Bid:	\$ 109,500	\$ 117,120	\$ 78,840	\$ 82,900	\$ 89,850				
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 109,500	\$ 117,120	\$ 78,840	\$ 82,900	\$ 89,850	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor	Price
BASE BID: Kanske	\$ 78,840.00
TOTAL ALT:	

EXHIBIT E GMP AMENDMENT NO. 2

Trade Contract Identification
31A Earthwork

Trade Contractor - Bid Summary

Contractor:	D Owen	Great Plains	Jerry Timpson	Hammer				
Base Bid:	\$ 215,000	\$ 201,350	\$ 269,800	\$ 290,000				
Alt 1								
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8	\$ 19,500							
Total:	\$ 234,500	\$ 201,350	\$ 269,800	\$ 290,000	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID:	Great Plains	\$ 201,350.00
TOTAL ALT:		

Trade Contract Identification
32A Site Concrete

Trade Contractor - Bid Summary

Contractor:	CCC	Conly	Bishop	Turning Point				
Base Bid:	\$ 257,000	\$ 275,000	\$ 226,565	\$ 212,900				
Alt 1								
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 257,000	\$ 275,000	\$ 226,565	\$ 212,900	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID:	Turning Point	\$ 212,900.00
TOTAL ALT:		

Trade Contract Identification
32D Landscape, Irrigation & Plantings

Trade Contractor - Bid Summary

Contractor:	AAA Landscape	Grissom	Grooms	Ferascapes	Greenishade	Garden Depot		
Base Bid:	\$ 199,929.27	\$ 151,218.65	\$ 192,785	\$ 169,374	\$ 192,707.31	\$ 168,748		
Alt 1								
Alt 2								
Alt 3								
Alt 4								
Alt 5								
Alt 6								
Alt 7								
Alt 8								
Total:	\$ 199,929	\$ 151,219	\$ 192,785	\$ 169,374	\$ 192,707	\$ 168,748	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID:	Grissom	\$ 151,218.65
TOTAL ALT:		

**EXHIBIT F
GMP AMENDMENT NO. 2**

SUBSTANTIAL COMPLETION

N/A. Substantial Completion date and information will be provided and finalized in a future GMP Amendment.

EXHIBIT G
GMP AMENDMENT NO. 2

ACCEPTANCE PERIOD

1. Acceptance of GMP No. 1 is required on or before March 11th, 2022 (45 days from the date bids/proposals were received.)
2. Should the pricing and terms of the GMP Amendment No. 1 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 1 will be null and void and the work will be re-advertised and re-bid.

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. THREE TO CONTRACT K-2122-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EMC SERVICES, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$16,016.13 FOR A REVISED CONTRACT AMOUNT OF \$891,264.13 FOR THE URBAN CONCRETE FYE 2022 LOCATIONS PROJECT, BID #1, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$44,563.21.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/22/2022

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. THREE TO CONTRACT K-2122-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EMC SERVICES, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$16,016.13 FOR A REVISED CONTRACT AMOUNT OF \$891,264.13 FOR THE URBAN CONCRETE FYE 2022 LOCATIONS PROJECT, BID #1, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$44,563.21.

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) Urban Asphalt Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. Prior to the election, the City provided a list of all streets included in the program based upon the pavement condition data from the City's current Pavement Management System. The following is the list of the FYE 2022 Urban Concrete Pavement project locations included in this project:

Sherwood Forest Addition

- Walnut Road (Imhoff Rd. / S. Cul-de-Sac)
- Robinhood Lane (Walnut Rd. / Cul-de-Sac)
- Merrymen Green (Walnut Road)

Forest Hills Addition

- Imhoff Road (Chautauqua Ave. / Walnut Rd.)
- Imhoff Road (Berry Rd. / HWY 9)
- Imhoff Road (SH 9 / Marigold Trail)
- McGee Rd. (SH 9 / Marigold Trail)

Rolling Hills Estates

- Van Buren Street (24th Ave. SW / Fillmore Ave.)

Summit Valley Addition

- Valley Hollow (Wood Valley Rd. / Wood Valley Rd.)

The roadways included in this project are located in established residential neighborhoods. This project involves rehabilitation of the existing pavement including concrete panel replacement.

In September of 2020 City of Norman staff began investigation of on-street parking restrictions for the 200 block of E. Acres Street due to traffic safety concerns. Currently the 100 and 300 blocks of E. Acres Street have on street parking restrictions in place allowing for traffic to freely flow utilizing the full width of both eastbound and westbound travel lanes. City of Norman staff approached the residents of the 200 block of E. Acres Street for signature to eliminate on-street parking on the 200 block for safety and consistency throughout this corridor and were met with resistance due to limited parking availability within adjacent properties.

City staff began evaluating options to provide inset parallel parking spaces within the 200 block of E. Acres Street to help alleviate the congestion of traffic within this block. City staff determined the safest solution to be the construction of 2 new inset parallel parking spaces along the north side of the 200 block of E. Acres Street. In exchange City of Norman staff is expecting all property owners within the 200 block of E. Acres Street to participate in the elimination of on street parking with construction of the two new inset parking spaces. On September 30, 2021, City Council approved Change Order No. 2 adding the Acres Street inset parking project to the FYE 2022 Street Maintenance Bond – Urban Concrete, Project 1.

DISCUSSION:

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

Of the twenty-six (26) bid items, twenty-two (22) items had a quantity change. Six (6) quantity changes resulted in increased cost, while sixteen (16) quantity changes resulted in decreased cost for an overall net contract increase of \$16,016.13 or 1.83%. The contract increased from \$875,248 to \$891,264.13 (please see the attached Change Order No. 3 for a complete list of bid item cost increases and decreases).

The final payment amount owed to EMC Services, LLC, is \$44,563.21, which includes the full 5% retainage. Funds are available for the change order in Urban Concrete Pavement Bond, Construction (Account 50593393; Projects BP0488 Sherwood Forest; BP0489 Forest Hills Addition; BP0491 Rolling Hills Estate; and BP0494 Summit Valley Addition).

RECOMMENDATION 1:

Staff recommends that Change Order No. 3, increasing Contract K-2122-2 for the FYE 2022 Street Maintenance Bond - Urban Concrete, Project 1 with EMC Services, LLC., by \$16,016.13 from \$875,248 to \$891,264.13, be approved.

RECOMMENDATION 2:

Staff further recommends final acceptance of the FYE 2022 Street Maintenance Bond – Urban Concrete, Project 1, Contract K-2122-2, and final payment to EMC Services LLC., be approved in the amount of \$44,563.21.

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

Item 14.

CHANGE ORDER NO. 3

DATE: February 22, 2022

CONTRACT NO.: K-2122-2

SUBMITTED BY: Joseph Hill

PROJECT: FYE 2022 Street Maintenance Bond – Urban Concrete Project 1

CONTRACTOR: EMC Services, LLC
1400 SW 56th St
Oklahoma City, Oklahoma 73119

Original Completion Date: March 21, 2022

Previous Completion Date: March 21, 2022

ORIGINAL CONTRACT AMOUNT \$ 832,595.00

(Increase) this change order 0 Calendar Days

New Completion Date: January 5, 2022

PRESENT CONTRACT AMOUNT \$ 875,248.00

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$140,186.58	\$124,170.45

NET CHANGE \$16,016.13

REVISED CONTRACT AMOUNT \$891,264.13

See Detailed Quantity Change on Page 2 of 2:

Detailed Quantity Change:

K-2122-2 FYE 2022 Urban Concrete, Project 1
Change Order No. 3

ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREASE
3	Undercut (2)	C.Y.	720.80	488.80		\$7,820.80	
4	Saw Cut Pavement Full Depth	L.F.	5145.00		-5124.42		-\$7,686.63
5	Remove Curb & Gutter (6)	L.F.	2185.00		-2113.00		-\$16,904.00
6	Remove integral curb with slab (6)	L.F.	8000.00		-3818.85		-\$19,094.25
7	Remove existing pavement (1,6)	S.Y.	11189.16	1479.16		\$14,052.02	
8	Type A ODOT Aggregate base	TON	843.75	758.75		\$37,937.50	
9	Repair inlet box and adjust to grade (3)	EA.	2.00		-2.00		-\$3,600.00
10	3000 PSI Concrete for 6" pavement (5,9,10,11)	S.Y.	10543.67	953.67		\$50,067.68	
11	3000 PSI high-early strength concrete 6" pa	S.Y.	708.62	508.62		\$30,008.58	
12	Remove Sidewalk (6)	S.Y.	320.00		-126.92		-\$1,269.20
13	3000 PSI Concrete 4" Sidewalk (8,10)	S.Y.	195.00		-46.07		-\$2,395.64
14	3000 PSI Concrete sidewalk ramps (8,10)	S.Y.	127.00		-69.75		-\$6,975.00
15	Detectable Warning Surface	S.F.	210.00		-136.50		-\$4,095.00
16	Clean Topsoil	C.Y.	2.00		-2.00		-\$100.00
17	Slab Sod (4)	S.Y.	1700.00		-1700.00		-\$8,500.00
18	Adjust Manhole Ring to Grade	EA.	3.00		-2.00		-\$1,100.00
19	Adjust water valve	EA.	5.00	2.00		\$300.00	
21	Repair existing sprinkler line	L.F.	75.00		-17.00		-\$255.00
22	6" Integral curb	L.F.	10095.00		-5681.85		-\$48,295.73
23	Curb & Gutter	L.F.	90.00		-90.00		-\$2,700.00
24	Replace Inlet Grate (15)	EA.	2.00		-2.00		-\$800.00
25	Replace Inlet hood (15)	EA.	2.00		-1.00		-\$400.00
TOTALS						\$140,186.58	-\$124,170.45
DIFFERENCE						\$16,016.13	

CONTRACTOR: _____

DATE: _____

ENGINEER: _____

DATE: _____

CITY ATTORNEY: _____

DATE: _____

ACCEPTED BY: _____

DATE: _____

(Mayor)

File Attachments for Item:

15. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-45, CONTRACT K-2122-48 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CIMARRON CONSTRUCTION COMPANY, L.L.C. IN THE AMOUNT OF \$2,039,328; PERFORMANCE BOND B-2122-36; STATUTORY BOND B-2122-37, MAINTENANCE BOND MB-2122-28 FOR THE PORTER AVENUE WATER LINE REPLACEMENT PROJECT, PHASE II; AUTHORIZING THE UTILITIES DIRECTOR TO PURCHASE MATERIALS ON BEHALF OF THE CONTRACTOR; AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/22/2022

REQUESTER: Rachel Croft

PRESENTER: Rachel Croft, Staff Engineer

ITEM TITLE: CONSIDERATION OF AWARDDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-45, CONTRACT K-2122-48 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CIMARRON CONSTRUCTION COMPANY, L.L.C. IN THE AMOUNT OF \$2,039,328; PERFORMANCE BOND B-2122-36; STATUTORY BOND B-2122-37, MAINTENANCE BOND MB-2122-28 FOR THE PORTER AVENUE WATER LINE REPLACEMENT PROJECT, PHASE II; AUTHORIZING THE UTILITIES DIRECTOR TO PURCHASE MATERIALS ON BEHALF OF THE CONTRACTOR; AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Public Works Department is moving forward with the Porter Avenue Streetscape project which will improve this corridor including new paving and sidewalks. Phase I of this project (Porter Avenue between Gray Street and Rich Street) has recently been completed. Garver Engineering (formerly Cabiness Engineering) is the engineer for the entire streetscape project and waterline replacements (Contract K-1213-165).

Water lines located within this corridor are over 50 years old and have experienced failures that disrupt water service and also traffic flows for this important street corridor. Replacement of these water lines 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 replacement work.

Phase II of this project will replace approximately 4,893 linear feet of 6, 8, and 12-inch waterlines from Alameda Street to Robinson Street, not including the lines previously replaced from Gray Street to Rich Street.

DISCUSSION:

The Invitation to Bid (Bid 2122-45) for the Phase II Porter Avenue Waterline Replacement (Project WA0345) was published in the *Norman Transcript* on December 23, 2021 and December 30, 2021. It contained a Base Bid for the installation of side street connections and boring crossings on the portion of the project north of Gray Street. An Alternate A and Alternate

B for the lines along Porter Ave was also included. It allowed for either (Alternate A) using open cut, or boring with casing; or (Alternate B) using horizontal directional drilling for the Porter crossings south of Gray Street.

Seven (7) contractors attended the mandatory pre-bid meeting held on January 4, 2022. Bids were opened on February 3, 2022, and four (4) contractors submitted bids. The bids ranged from \$1,042,982 to \$1,797,901 for the Base Bid, \$1,190,013 to \$2,355,427 for Alternate A, and \$996,346 to \$1,670,340 for Alternate B. Cimarron Construction Company, LLC was the low bid for the Base Bid and Alternate B, for a Total Bid of \$2,039,328. The bid results are shown in the attached bid summary. Both staff and Garver Engineering (letter attached) recommend award for both the Base Bid and the Alternate B Bid to Cimarron Construction Company, LLC.

The Waterline Replacement, Construction account (Account 31996683-46101; Project WA0354) has an available balance of \$1,236,998.84. Staff proposes budget transfers from the Flood Avenue Waterline Replacement project which is underway and appears to be well under budget. The recommended transfers are \$830,000 from the Flood Avenue Waterline, Construction account (31993360-46101; Project WA0328) and \$80,000 from the Flood Avenue Waterline, Design account (31993360-46201; Project WA0328) to the Porter Avenue Waterline, Construction account (31996683-46101; Project WA0354), for a total of \$2,146,998.84. This should be sufficient to fully fund the project.

Work on this project will commence after Norman Utility Authority (NUA) approval of the contract and will end on July 15, 2022 before streetscape work begins.

RECOMMENDATION:

Staff recommends the NUA Trustees accept bids meeting project specifications; award Bid 2122-45 to Cimarron Construction Company, LLC for the Porter Avenue Waterline Replacement Phase II Project in the amount of \$2,039,328; approve Contract K-2122-48 and associated performance, statutory, and maintenance bonds in the amount of the bid; authorize execution of the contract and bonds; and authorize the NUA staff to purchase equipment and supplies on behalf of the contractor for incorporations into the project to avoid the payment of sales tax on materials purchases; and authorize budget transfers of \$830,000 from the Flood Avenue Waterline Project, Construction and \$80,000 from the Flood Avenue Waterline Project, Design accounts into the Porter Avenue Waterline, Construction account.

Norman Utilities Authority					
Phase II - Porter Ave Waterline Replacement (WA0354)					
Bid No. 2122-45					
Bid Opening Date:	Thursday, February 3, 2022				
Bid Opening Time:	3:00 PM				
<u>Company</u>	<u>City</u>	<u>State</u>	<u>Base Bid</u>	<u>Base Bid + Alternate A</u>	<u>Base Bid + Alternate B</u>
1 Cimarron Construction Company	Oklahoma City	OK	\$1,042,982.00	\$2,232,995.00	\$2,039,328.00
2 Southwest Water Works	Oklahoma City	OK	\$1,479,370.00	\$2,797,895.00	\$2,895,130.00
3 WEB Construction	Oklahoma City	OK	\$1,295,300.00	\$2,916,775.00	\$2,965,640.00
4 Downey Constracting	Oklahoma City	OK	\$1,797,901.00	\$4,153,328.00	\$3,119,118.00
Engineer's Estimate			\$1,415,760.00	\$2,935,100.00	\$2,701,360.00



1016 24th Avenue NW
Norman, OK 73069

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

February 16, 2022

Norman Utilities Authority
201-C West Gray Street
Norman, OK 73069
Attention: Rachel Croft, P.E., Project Manager

Subject: Recommendation of Award for the Porter Avenue Water Line Relocation Project, Phase II, Porter Avenue from Alameda Street to Robinson Street

Dear Ms. Croft,

On Thursday, February 3, 2022, four (4) bids from general contractors were received, opened, and publicly read at the Authority's office in Norman, Oklahoma, for the above-referenced project. The following were the apparent proposal results:

CONTRACTOR	BASE BID + ADD ALT. A	BASE BID + ADD ALT. B
Cimarron Construction Co.	\$2,232,995.00	\$2,039,328.00
Southwest Water Works	\$2,797,895.00	\$2,895,130.00
WEB Construction	\$2,916,775.00	\$2,965,640.00
Downey Contracting	\$4,153,328.00	\$3,119,118.00
<i>Engineer's Estimate</i>	<i>\$2,935,100.00</i>	<i>\$2,701,360.00</i>

Based upon the information supplied, all documents appear to be in order. Based upon the results of the Total Bid proposal, the lowest, responsible bidder is **Cimarron Construction Co.** As a result, we recommend awarding the contract for the following amount:

TOTAL AWARD AMOUNT: **\$ 2,039,328.00** (Base Bid plus Alternate B)

Please place this item on the next available council agenda for consideration. Please contact me at (405) 329-2555 should you have any questions or concerns.

Sincerely,
Garver

J. Bret Cabbusiness, P.E.
Senior Project Manager

JBC/jbc
File 21W02096

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45

C O N T R A C T

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and Cimarron Construction Company, LLC hereinafter designated as the CONTRACTOR, effective the date last executed below,

W I T N E S S E T H

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications and other Contract Documents for the work hereinafter described; and has approved and adopted all of said Contract Documents; and has given and advertised an Invitation to Bid as required by law; and has received sealed Bids for the furnishing of all labor, materials and equipment for the following project:

PROJECT WA0354
PHASE II – PORTER AVENUE WL REPLACEMENT
NORMAN, OKLAHOMA

in accordance with and as outlined and set out in the terms and provisions of said Contract Documents; and,

WHEREAS, the CONTRACTOR in response to said Invitation to Bid, has submitted to the AUTHORITY in the manner and at the time specified, a sealed Bid in accordance with the terms of this said Contract Documents; and

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

Two Million, Thirty-Nine Thousand, Three Hundred Twenty-Eight Dollars and No Cents (\$ 2,039,328.00)

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 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 said CONTRACT Documents, per the Table of Contents, including, but not limited to:

- the Invitation to Bid published in the Norman Transcript
- Notice to Bidders
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;
- the Bonds thereto;
- Multiple affidavits
- the Conditions of the Contract
- the Technical Specifications and Construction Drawings

all of which documents are on file in the Office of the AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out in full, with the following additions and/or exceptions:

Addendum No. 1 – January 5, 2022	Addendum No. 2 – January 19, 2022
Addendum No. 3 – January 26, 2022	Addendum No. 4 – January 31, 2022
Addendum No. 5 – February 2, 2022	

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the last day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of 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 manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the AUTHORITY, it shall be the duty of the project manager, 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 AUTHORITY.

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

3) The CONTRACTOR shall commence said work within ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, prosecute the same vigorously and continuously, and complete the same by July 15, 2022 following receipt of NOTICE-TO-PROCEED.

4) Time is of the essence in completion of this project and the AUTHORITY will suffer financial loss if the Work is not completed within the time(s) specified in preceding paragraph. CONTRACTOR and AUTHORITY also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding such actual loss. Accordingly, instead of requiring any such proof, CONTRACTOR and AUTHORITY therefore further agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay AUTHORITY SEVEN HUNDRED FIFTY DOLLARS (\$750) for each calendar day that expires after the time specified in preceding paragraph, plus any authorized extensions thereof, for completion and readiness for final payment of each portion of the Work.

- 5) The AUTHORITY 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. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
 - b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise 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 CONTRACT.

6) The AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price.

7) The CONTRACTOR shall 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 AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Norman Utilities Authority
Project WA0354
Phase II – Porter Avenue WL Replacement

Contract K-2122-48
Bid No. 2122-45

8) The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not author the same.

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

10) No provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations 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 AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

11) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the NOTICE-TO-PROCEED and commencement of work on the project.

The following statement must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma)

COUNTY OF Oklahoma)

I certify that I am the duly authorized agent of Cimarron Construction Company, CONTRACTOR.

I further certify that neither the CONTRACTOR nor the anyone subject to the his/her direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the AUTHORITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Cimarron Construction Company
(Bidder Company Name)

By: Don E Noble

Don E Noble, President

(printed/typed name and title)

Subscribed and sworn to before me this 11th day of February, 2022.

Shannon Moore
Notary Public (or Clerk or Judge)

My Commission Expires: 01-14-24

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45

IN WITNESS WHEREOF, AUTHORITY and CONTRACTOR have executed this AGREEMENT;

DATED this 11th day of February, 2022.

ATTEST

Chris M. Murrell
 Corporate Secretary (where applicable)

 (Corporate Seal) (where applicable)

Cimarron Construction Company
 PRINCIPAL

Signed:

Don E. Noble
 Authorized Representative

Don E Noble, President
 Name and Title

Address:

3501 NE 63rd Street, OKC, OK 73121

Telephone:

405-728-1555

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 11 day of February, 2022.

AM Noble

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By:

Title:

Chairman

Secretary

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45
 B-2122-36

Bond No: 9397471

PERFORMANCE BOND

Know all men by these presents that Cimarron Construction Company, LLC, as PRINCIPAL, and Fidelity and Deposit of Maryland, a corporation organized under the laws of the State of Maryland, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Two Million, Thirty-Nine Thousand, Three Hundred Twenty-Eight Dollars and No Cents (\$ 2,039,328.00), 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 successful bidder on the following PROJECT:

PROJECT WA0354
PHASE II – PORTER AVENUE WL REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2122-48) with the AUTHORITY, dated _____ to perform and complete said 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 the 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 AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the 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 the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY 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 and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45
 B-2122-36

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

(Corporate Seal) (where applicable)

ATTEST

Chris M. Hunter Sec.
 Corporate Secretary (where applicable)



Cimarron Construction Company

PRINCIPAL

Signed:

Don E. Noble
 Authorized Representative

Don E. Noble President
 Name and Title

Address:

3501 NE 63rd St. OKC, OK 73121

Telephone:

405 728 1555

(Corporate Seal)

ATTEST

Becky Killman
 Corporate Secretary **Becky Killman**

Fidelity and Deposit Company of Maryland

SURETY

Signed:

Deborah L. Raper
 Authorized Representative

Deborah L. Raper, Attorney-in-Fact
 Name and Title

Address:

9401 Cedar Lake Avenue, OKC, OK 73114

Telephone:

405-418-8600

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45
 B-2122-36

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)

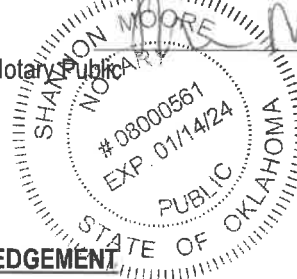
COUNTY OF Oklahoma)§

The foregoing instrument was acknowledged before me this 11th day of February,
 20 22, by Don Noble - President of Cimarron Construction Company
 Name and Title Contractor
 a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 11th day of February, 20 22.

My Commission Expires: 01-14-24

Notary Public



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)§

The foregoing instrument was acknowledged before me this _____ day of _____,

20 _____, by _____ an individual.
 Name and Title

WITNESS my hand and seal this _____ day of _____, 20 _____.

Notary Public

My Commission Expires: _____

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45
 B-2122-36

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)§

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by _____ partner (or agent) on behalf of
 Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____ 20 ____.

 Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 11 day of February, 20 22.



 AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this ____ day of

_____, 20 ____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45
 B-2122-37

Bond No: 9397471

STATUTORY BOND

Know all men by these presents that Cimarron Construction Company, LLC, as PRINCIPAL, and Fidelity and Deposit of Maryland, a corporation organized under the laws of the State of Maryland, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Two Million, Thirty-Nine Thousand, Three Hundred Twenty-Eight Dollars and No Cents (\$ 2,039,328.00), 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:

PROJECT WA0354
PHASE II – PORTER AVENUE WL REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2122-48) with the AUTHORITY, dated _____ to perform and complete said 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. 1981 §2, 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.

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45
 B-2122-37

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

(Corporate Seal) (where applicable)

ATTEST

Chris M. M... Sec.
 Corporate Secretary (where applicable)



Cimarron Construction Company
 PRINCIPAL

Signed:

Don E. Noppe
 Authorized Representative

Don E. Noppe President
 Name and Title

Address:

3501 NE 63rd St. OKC, OK 73121

Telephone:

405 728 1555

(Corporate Seal)

ATTEST

Becky Killman
 Corporate Secretary **Becky Killman**

Fidelity and Deposit Company of Maryland
 SURETY

Signed:

Deborah L. Raper
 Authorized Representative

Deborah L. Raper, Attorney-in-Fact
 Name and Title

Address:

9401 Cedar Lake Avenue, OKC, OK 73114

Telephone:

405-418-8600

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45
 B-2122-37

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)

COUNTY OF Oklahoma)§

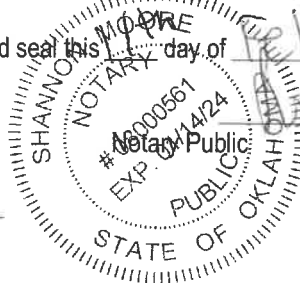
The foregoing instrument was acknowledged before me this 11th day of February,

20 22, by Don Nide President of Cimarron Construction Company
 Name and Title

a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 11th day of February 20 22.

My Commission Expires: 01-14-24



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)

COUNTY OF _____)§

The foregoing instrument was acknowledged before me this _____ day of _____,

20 _____, by _____ an individual.
 Name and Title

WITNESS my hand and seal this _____ day of _____ 20 _____.

 Notary Public

My Commission Expires: _____

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45
 B-2122-37

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by _____ partner (or agent) on behalf of
 Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____ 20 ____.

 Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 11 day of February, 20 22.



 AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this ____ day of _____, 20 ____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45
 MB-2122-28

Bond No: 9397471

MAINTENANCE BOND

Know all men by these presents that Cimarron Construction Company, LLC, as PRINCIPAL, and Fidelity and Deposit of Maryland, a corporation organized under the laws of the State of Maryland, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Two Million, Thirty-Nine Thousand, Three Hundred Twenty-Eight Dollars and No Cents (\$ 2,039,328.00), 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 successful bidder on the following PROJECT:

PROJECT WA0354
PHASE II – PORTER AVENUE WL REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2122-48) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY 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 AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

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

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

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45
 MB-2122-28

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

(Corporate Seal) (where applicable)
 ATTEST

Chris McMurtry
 Corporate Secretary (where applicable)



Cimarron Construction Company
 PRINCIPAL

Signed:

Don E. Noble
 Authorized Representative

Don E. Noble
 Name and Title

Address:

3501 NE 63rd, OKC, OK 73121

Telephone:

405 728 1555

(Corporate Seal)

ATTEST

Becky Killman
 Corporate Secretary **Becky Killman**

Fidelity and Deposit Company of Maryland

SURETY

Signed:

Deborah L. Raper
 Authorized Representative

Deborah L. Raper, Attorney-in-Fact
 Name and Title

Address:

9401 Cedar Lake Avenue, OKC, OK 73114

Telephone:

405-418-8600

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45
 MB-2122-28

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)

COUNTY OF Oklahoma)§

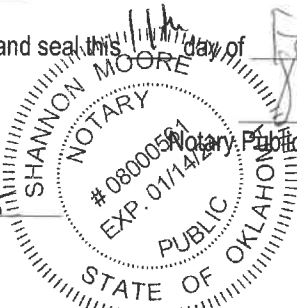
The foregoing instrument was acknowledged before me this 11th day of February,

20 22, by Don Noble - President of Cameron Construction Company
 Name and Title

a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 11th day of February 20 22.

My Commission Expires: 01-14-24



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)§

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by _____ an individual.
 Name and Title

WITNESS my hand and seal this ____ day of _____ 20 ____.

 Notary Public

My Commission Expires: _____

Norman Utilities Authority
 Project WA0354
 Phase II – Porter Avenue WL Replacement

Contract K-2122-48
 Bid No. 2122-45
 MB-2122-28

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)§

The foregoing instrument was acknowledged before me this ____ day of _____,

20____, by _____ partner (or agent) on behalf of
 Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____ 20____.

 Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 11 day of February, 2022.



 AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this ____ day of _____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

 Secretary

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Clayton HOWELL, Vicki WILSON, Robert JENSEN, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. Graham, Jr., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER and Cathy COMBS**, all of Oklahoma City, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of September, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: **Robert D. Murray**
Vice President

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____ February, 2022.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



CIMA-01

SCH

Item 15.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME:		
	PHONE (A/C, No, Ext): (405) 418-8600	FAX (A/C, No): (405) 418-8641	
	E-MAIL ADDRESS: richcartmill@rcins.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Cimarron Construction Company, LLC 3501 NE 63rd Street Oklahoma City, OK 73121	INSURER A : Charter Oak Fire Ins Company		25615
	INSURER B : Phoenix Insurance Company		25623
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CO4017P290	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8103L0829692226G	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		UB9J594185	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: WA0354- Phase II Porter Ave. Water Line Replacement

CERTIFICATE HOLDER

CANCELLATION

Norman Utilities Authority
PO Box 370
Norman, OK 73070

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-59: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN UTILITIES AUTHORITY, AND HASKELL LEMON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$146,498, FOR A REVISED CONTRACT AMOUNT OF \$1,587,193 TO ADD UTILITY AND DRAINAGE STRUCTURE INSTALLATION TO THE IMHOFF BRIDGE EMERGENCY REPAIRS PROJECT AND BUDGET APPROPRIATION AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/22/2022

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-59: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN UTILITIES AUTHORITY, AND HASKELL LEMON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$146,498, FOR A REVISED CONTRACT AMOUNT OF \$1,587,193 TO ADD UTILITY AND DRAINAGE STRUCTURE INSTALLATION TO THE IMHOFF BRIDGE EMERGENCY REPAIRS PROJECT AND BUDGET APPROPRIATION AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT

BACKGROUND:

On Tuesday, September 14, 2021, City Council approved Contract K-2122-59 selecting Haskell Lemon Construction Co., to perform the necessary emergency repairs on the West Imhoff Road Bridge (NBI No. 18958), which had previously been selected for maintenance activities as part of the FYE 2022 Bridge Maintenance Program. The repairs were in response to the discovery of the failure of the southeast wing wall on July 29, 2021 and subsequent closure of the bridge.

On August 24, 2021, H.W. Lochner Inc. was issued a Notice to Proceed to prepare plans for the repair, with a completion date for the repair plans of September 8, 2021. The repairs identified by H.W. Lochner Inc. included the following:

- Demolition of all four existing wing walls
- Construction of four new wing walls and accompanying doweled tie-ins
- Construction of concrete aprons on the north and south ends
- Construction of curtain walls on the north and south ends
- Connection of a new drainage structure on the southeast side
- Installation of rip rap for erosion control
- Resurfacing of the roadway

Haskell Lemon Construction Co. began repair operations, within the scope of work for Contract K-2122-59 on September 28, 2021, with an estimated completion date of March 24, 2021.

DISCUSSION: Identified in the plan set from H.W. Lochner Inc. was the connection of a new drainage structure on the southeast side of the bridge. The existing storm sewer line is a 32" reinforced concrete pipe. Demolition and excavation in the area revealed the proposed solution would need to be amended to fit the conditions. Staff determined that the most cost effective and time saving solution would be the installation of a "Nyloplast" inlet and high-performance polypropylene pipe.

On the north side of the bridge, utility lines spanned the gap between the two wing walls; one 8" sanitary sewer line, one 8" potable water line, and one 4" natural gas line. Midway between the span, the existing utility lines rested on concrete pedestals that also needed to be removed to accommodate the new casing for the utility lines. Staff coordinated with both Oklahoma Natural Gas and Norman Utilities Authority staff to cut and cap each of lines in preparation for removal. Because of the strict regulations concerning the installation of potable water line, Haskell Lemon Construction Co. elicited a quote from a sub-contractor for the installation of the new sanitary sewer and potable water lines (the sub-contractor quote is included in attachments).

The roadway is estimated to be passable by the original completion date of March 24, 2022 with the additional time requested intended to be used for testing and other utility related work.

Staff has coordinated with the Utilities and Finance Departments to identify funding for this public utility work. The proposed transfers and appropriation are summarized in the table below:

Project Number	Account	Amount
WA0224	Water Distribution, Construction (31993360-46101)	\$45,000
WW0321	Sanitary Sewer Replacement, Construction (32193338-46101)	\$45,000
Capital Fund Balance	(50-29000)	\$56,498
	Total	\$146,498

Of the twenty-eight (28) original bid items, one (1) item had a quantity change which resulted in an increased cost. Additionally, nine (9) bid items were added associated with the utility work on the north side of bridge for an overall cost increase of \$146,498 or 10.17%. The contract increased from \$1,440,695.00 to \$1,587,193. (The change order lists bid item cost increases.

RECOMMENDATION 1: Staff recommends that Change Order No. 1, increasing Contract K-2122-59 for the Imhoff Bridge Emergency Repairs Project with Haskell Lemon Construction Co., by \$146,498, for total cost from \$1,440,695 to \$1,587,193, by adding the new drainage structure and installation of new utility lines to the north side of the bridge, be approved.

RECOMMENDATION 2: Staff further recommends the transfer of \$45,000 from Water Distribution Systems, Construction; and \$45,000 from Sanitary Sewer Replacement, Construction; to the Imhoff Bridge Emergency Response Project, Construction (50593352-

46101; Project TC0281); and the appropriation of \$56,498 from the Capital Fund Balance (50-29000) to the Imhoff Bridge Emergency Response Project, Construction (50593352-46101; Project TC0281) be approved.

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

Item 16.

CHANGE ORDER NO. 1

DATE: February 22, 2022

CONTRACT NO.: K-2122-59

SUBMITTED BY: Joseph Hill

PROJECT: Imhoff Bridge Emergency Repairs

CONTRACTOR: Haskell Lemon Construction Co.,
PO Box 75608
Oklahoma City, Oklahoma 73147

Original Completion Date: March 24, 2022

Previous Completion Date: March 24, 2022
1,440,695.00

ORIGINAL CONTRACT AMOUNT \$

(Increase) this change order 30 Calendar Days

New Completion Date: April 23, 2022

PRESENT CONTRACT AMOUNT \$ 1,440,695.00

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$146,498.00	\$0.00

NET CHANGE \$146,498.00

REVISED CONTRACT AMOUNT \$1,587,193.00

See Detailed Quantity Change on Page 2 of 2:

Detailed Quantity Change:

K-2122-59 FYE 2022 Imhoff Bridge Emergency Repairs
Change Order No. 1

ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREASE
21	36" RCP Class III	EA.	112.00	88.00		\$13,200.00	
29	RJ C900 - 8"	LF.	120.00	120.00		\$21,120.00	
30	8" Solid Sleeves	EA.	2.00	2.00		\$7,278.00	
31	16" X 0.5" Thickness Steel Casing	LF.	100.00	100.00		\$48,750.00	
32	Class A Concrete Anchor	C.Y.	2.00	2.00		\$1,770.00	
33	18" Wall Sleeves W/Unk Seal and Grout	EA.	4.00	4.00		\$14,488.00	
34	SDR 35 -8"	LF.	120.00	120.00		\$22,140.00	
35	8" Non Shear Repair Bands	EA.	2.00	2.00		\$2,102.00	
36	Removal of Utilities	L Sum	1.00	1.00		\$9,500.00	
37	Removal of Concrete Pedestals	L Sum	1.00	1.00		\$6,150.00	
TOTALS						\$146,498.00	\$0.00
DIFFERENCE						\$146,498.00	

CONTRACTOR: DATE: 2-16-2022ENGINEER: DATE: 2/18/22

CITY ATTORNEY: _____

DATE: _____

ACCEPTED BY: _____

DATE: _____

(Mayor)

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF AWARDED AMENDMENT NO. ONE TO CONTRACT K-2122-81: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY AND CROSSLANDS CONSTRUCTION COMPANY INC., INCREASING THE CONTRACT AMOUNT OF \$1,370,970 FOR A REVISED CONTRACT AMOUNT OF \$1,385,542 FOR THE NORMAN FORWARD GRIFFIN RENOVATION PROJECT, PHASE 5.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/22/2022

REQUESTER: Wade Thompson, Parks Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF AWARDED AMENDMENT NO. ONE TO CONTRACT K-2122-81: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY AND CROSSLANDS CONSTRUCTION COMPANY INC., INCREASING THE CONTRACT AMOUNT OF \$1,370,970 FOR A REVISED CONTRACT AMOUNT OF \$1,385,542 FOR THE NORMAN FORWARD GRIFFIN RENOVATION PROJECT, PHASE 5.

BACKGROUND:

On October 13, 2015, Norman citizens passed the Norman Forward Initiative, which will fund various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative is an upgrade of the Griffin Park Soccer Complex. Eventually, all of the Griffin Park sports fields will be converted to soccer and include the creation of 22 youth fields. The Griffin Park fields were built originally with a crown, or curved surface, which was the preferred construction. The Norman Youth Soccer Association approached the City of Norman, requesting a more current soccer field design that calls for a flat playing surface. A flat surface enhances the flow and speed of the game. Changing the grade and resurfacing, as well as removing the old drainage areas and addition of ADA accessibility between the fields, enhancing the visibility and overall experience for fans and players.

DISCUSSION:

On December 14, 2021, City Council approved Contract K-2122-81 with Crossland Construction to provide construction management at-risk (CMaR) services for the remaining phases of 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 demolition of existing site structures, painting, and wall covering of the silos, earthwork, site concrete, fencing, landscape, irrigation, and plantings were opened for this phase of the project on January 27, 2022. This will be the first Guaranteed Maximum Price (GMP) for the Griffin Park Remodel Project.

In addition to the Earthwork, Demolition, Site Concrete, Painting, Fencing, and Landscaping (\$1,074,392), this first GMP includes construction contingency (\$32,232), general conditions

(\$137,040) for this phase of construction, and indirect costs, which include bonding, insurance, and CMaR fees (\$127,306), all for Phase V services, for a total of \$1,370,970.

Our 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 (51796639-46101; project NFB001).

RECOMMENDATION:

It is recommended that The Norman Municipal Authority approve Amendment No. One to Contract K 2122-81 with Crossland Construction Company Inc., in the amount of \$1,370,970 for Phase V of the Griffin Park Remodel Project.

**AMENDMENT NO. 1 TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN
THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY AND
CROSSLAND CONSTRUCTION COMPANY, INC.**

THIS AMENDMENT NO. 1 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Second Amendment") is made as of February, 8th, 2022, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma ("NMA") and CROSSLAND CONSTRUCTION COMPANY, INC., an Oklahoma corporation (the "Construction Manager").

RECITALS:

A. NMA 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 design phase review and complete construction services related to the Municipal Complex Renovation Project, located at 201 West Gray Street, Norman, Oklahoma (the "Municipal Complex"). Agreement No. 1 is for the Development Center portion of the project. Unless otherwise set forth herein, all capitalized terms used in this First Amendment shall have the meanings ascribed to them in the Agreement.

B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price ("GMP"), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee.

C. The Construction Manager has submitted the GMP Proposal based on the bids received.

AGREEMENT:

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

1. 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 \$1,370,970. 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. A written statement of its basis for the GMP proposal is attached hereto as Exhibit A and incorporated herein by reference.

B. Documents. A list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit B and incorporated herein by reference.

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

D. Assumptions. A list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the Drawings and Specifications is attached hereto as Exhibit D and incorporated herein by reference.

E. Proposed GMP. The proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the GMP is attached hereto as Exhibit E and incorporated herein by reference.

F. Substantial Completion. The Substantial Completion date upon which the GMP Proposal is based and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based is attached hereto as Exhibit F and incorporated herein by reference.

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 First Amendment, the Construction Manager affirmatively asserts that (i) NMA is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of this Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairperson of the Norman Municipal Authority.

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

By: [Signature]
Name: AKON STOODS
Title: UP-ACC
Date: 2.2.22

ATTEST:

By: RONALD SMITH
Subscribed and Sworn to me this 2 day of FEB., 2022.

Commission Number: 21003738
Expiration Date: 03/18/25



NORMAN MUNICIPAL AUTHORITY

Reviewed and approved for form and legality on the ____ day of _____, 2021.

General Counsel

Approved by the Norman Municipal Authority on ____ day of _____, 2022.
By: _____
Name: Breea Clark
Title: Chairperson
Date: _____

ATTEST:

Brenda Hall, Secretary

**EXHIBIT A
GMP AMENDMENT NO. 1**

CROSSLAND
CONSTRUCTION COMPANY, INC.

January 31st, 2022

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 5
Recommendation Award Letter Bid Package #01 - Letter #1

Dear Mr. Wade Thompson,

For the above referenced project, we are proposing a guaranteed maximum price (GMP) of one million, three hundred and seventy thousand, nine hundred and seventy dollars (\$1,370,970).

Bids for the City of Norman Senior Center – Bid Package #1, were received and publicly read aloud in at 201 W. Gray, Norman, OK 73069 on January 27th, 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>
Midwest Wrecking 2A (Demolition)	\$89,110
<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. 	
WH Baca and Sons 9C (Painting)	\$10,000
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, WH Baca and Sons, for this trade contract. Scope includes the entirety of trade contract 9C as detailed in Bid Package #01 documents. 	
Hook Construction 31A (Earthwork)	\$249,973
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Hook Construction, for this trade contract. Scope includes the entirety of trade contract 31A as detailed in Bid Package #01 documents. 	
Connelly Paving 32A (Site Concrete)	\$47,370
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Connelly Paving, for this trade contract. Scope includes the entirety of trade contract 32A as detailed in Bid Package #01 documents. 	
Cooks Fence 32C (Fencing)	\$44,619
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Cooks Fencing, for this trade contract. Scope includes the entirety of trade contract 2A as detailed in Bid Package #01 documents. 	
United Turf and Track 32D (Landscape)	\$527,000
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, United Turf and Track, for this trade contract. Scope includes the entirety of trade contract 32D as detailed in Bid Package #01 documents. 	

Please contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Aaron Stoops', with a stylized flourish at the end.

Aaron Stoops
Vice President
Crossland Construction Company

Enc: Bid Tab & Cost Summary, Allowances, Divisional Bid Tabs, General Conditions Matrix, & Project Requirements

City of Norman
Griffin Park Phase 5

GMP Amendment No. 1

**EXHIBIT B
GMP AMENDMENT NO. 1**

LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

LIST OF DRAWINGS

Drawings #	Description	Date Issued
i	COVER AND SEALS PAGE	12/17/21
EC-1	EXISTING CONDITIONS PLAN	12/17/21
DP-1	OVERALL DEMOLITION PLAN	12/17/21
DP-2	DEMOLITION PLAN	12/17/21
DP-3	DEMOLITION PLAN	12/17/21
DP-4	DEMOLITION PLAN	12/17/21
SP-1	OVERALL SITE PLAN	12/17/21
SP-2	3 FIELD SITE PLAN	12/17/21
LP-1	FIELD LAYOUT PLAN	12/17/21
LP-2	ENLARGED LAYOUT PLANS	12/17/21
G-1	FIELD GRADING PLAN	12/17/21
SOD-1	SODDING PLAN	12/17/21
IR-1	IRRIGATION PLAN	12/17/21
IR-2	IRRIGATION DETAILS	12/17/21
D-1	CONSTRUCTION DETAILS	12/17/21
D-2	EROSION CONTROL DETAILS	12/17/21

EXHIBIT B
GMP AMENDMENT NO. 1
LIST OF SPECIFICATIONS

Specification	Description	Date Issued
01340	SUBMITTALS	12/17/21
01380	PRE-CONSTRUCTION PHOTOGRAPHS	12/17/21
01500	TEMPORARY FACILITIES & CONTROLS	12/17/21
01510	SITE ACCESS	12/17/21
01700	CONTRACT CLOSEOUT	12/17/21
01720	PROJECT RECORD DOCUMENTS	12/17/21
01730	OPERATIONS & MAINTENANCE DATA	12/17/21
02000	SITE WORK	12/17/21
02070	SELECTIVE DEMOLITION	12/17/21
02100	SITE PREPERATION	12/17/21
02211	ROUGH GRADING	12/17/21
02220	EARTHWORK	12/17/21
02265	FINISH GRADING	12/17/21
02400	SITE DRAINAGE	12/17/21
02445	VINYL COATED CHAIN LINK FENCE	12/17/21
02810	IRRIGATION	12/17/21
02934	SODDING	12/17/21
02939	SPRIGGING	12/17/21
03100	CONCRETE FORMWORK	12/17/21
03210	STEEL REINFORCEMENT	12/17/21
03300	CAST-IN-PLACE CONCRETE	12/17/21
03345	CONCRETE FINISHING	12/17/21
07900	SEALANTS	12/17/21

LIST OF ADDENDA

1	CM Addendum 1	12/27/2021
2	CM Addendum 2	1/18/2022
3	CM Addendum 3	1/25/2022

**EXHIBIT C
GMP AMENDMENT NO. 1**

LIST OF ALLOWANCES

Spread Topsoil	\$75,000
<ul style="list-style-type: none">• Allowance to spread excess topsoil onsite.	
Temporary Fencing	\$20,000
<ul style="list-style-type: none">• Allowance for temporary fencing.	
Sanitary Line Removal	\$11,320
<ul style="list-style-type: none">• Allowance to cap and remove sanitary sewer line.	

**EXHIBIT D
GMP AMENDMENT NO. 1**

Assumptions

No Assumptions.

**EXHIBIT E
GMP AMENDMENT NO. 1**

GMP Summary

**Griffin Park Phase 5
Bid Package # 1
Bid Tab**

Griffin Park Phase 5		Bid Package # 1	Subcontractor
BP#	Description		
2A	Demolition	89,110	Midwest
9C	Painting & Wall Covering	10,000	WH Baca
31A	Earthwork	249,973	Hook
32A	Site Concrete	47,370	Conelly
32C	Fencing	44,619	Cooks
32D	Landscape, Irrigation, & Plantings	527,000	United
A1	Allowance to Spread Topsoil	75,000	Allowance
A2	Allowance for Temp Fencing	20,000	Allowance
A3	Allowance for Sanitary Line Removal	11,320	Allowance
	Subtotal Direct Costs	1,074,392	
	Construction Contingency	32,232	
	General Conditions	137,040	
	Project Requirements	70,970	
	Insurance	8,058	
	Construction Phase Fee	48,278	
	Construction Total	1,370,970	

EXHIBIT E GMP AMENDMENT NO. 1

Bid Tab

Trade Contract Identification									
2A Demolition									
Trade Contractor - Bid Summary									
Contractor:	Thomahawk	Midwest	K&M	M&M	Native	Total			
Base Bid:	\$ 109,715	\$ 89,110	\$ 103,500	\$ 117,304	\$ 167,442	\$ 267,390			
Alt 1	\$ 10,000	\$ 11,320	\$ 5,450	\$ 5,700	\$ 7,749	\$ 16,800			
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 109,715	\$ 89,110	\$ 103,500	\$ 117,304	\$ 167,442	\$ 267,390	\$ -	\$ -	

Crossland Construction Recommendation			
		Price	
BASE BID:	Midwest	\$	89,110.00
TOTAL ALT:		\$	-

Trade Contract Identification									
9C Painting & Wall Covering									
Trade Contractor - Bid Summary									
Contractor:	WH Baca	Silva							
Base Bid:	\$ 10,000	\$ 41,800							
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 10,000	\$ 41,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation			
	Recommended Trade Contractor	Price	
BASE BID:	WH Baca	\$	10,000.00
TOTAL ALT:			

Trade Contract Identification									
31A Earthwork									
Trade Contractor - Bid Summary									
Contractor:	Crossland	Hook	D Owen						
Base Bid:	\$ 349,000	\$ 249,973	\$ 540,000						
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 349,000	\$ 249,973	\$ 540,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation			
	Recommended Trade Contractor	Price	
BASE BID:	Hook	\$	249,973.00
TOTAL ALT:			

EXHIBIT E GMP AMENDMENT NO. 1

Bid Tab

Trade Contract Identification
32A Site Concrete

Trade Contractor - Bid Summary

Contractor:	Conelly	Crossland							
Base Bid:	\$ 47,370	\$ 65,000							
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 47,370	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID:	Conelly	\$ 47,370.00
TOTAL ALT:		

Trade Contract Identification
32C Fencing

Trade Contractor - Bid Summary

Contractor:	American	Cooks							
Base Bid:	\$ 64,000	\$ 44,619							
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 64,000	\$ 44,619	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID:	Cooks	\$ 44,619.00
TOTAL ALT:		

Trade Contract Identification
32D Landscape, Irrigation & Plantings

Trade Contractor - Bid Summary

Contractor:	United	Greenshade							
Base Bid:	\$ 527,000	\$ 558,067							
Alt 1									
Alt 2									
Alt 3									
Alt 4									
Alt 5									
Alt 6									
Alt 7									
Alt 8									
Total:	\$ 527,000	\$ 558,067	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID:	United	\$ 527,000.00
TOTAL ALT:		

EXHIBIT E **GMP AMENDMENT NO. 1**

General Conditions

General Conditions																			<div>CROSSLAND</div> <div>CONSTRUCTION COMPANY, INC.</div>	
Team Members	(\$/hr)	Staff Assignments	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Total Hours	Total \$
Construction Staffing																				
TBD	\$ 110	Sr. Project Manager																	0	\$ -
TBD	\$ 100	Project Manager		87	87	87	87												348	\$ 34,800.00
TBD	\$ 90	Asst. Project Manager																	0	\$ -
TBD	\$ 85	Project Engineer		87	87	87	87												348	\$ 29,580.00
TBD	\$ 105	Project Superintendent		173	173	173	173												692	\$ 72,660.00
TBD	\$ 95	Asst. Superintendent																	0	\$ -
TBD	\$ 90	Field Engineer																	0	\$ -
TBD	\$ 75	Safety Inspector																	0	\$ -
Total Labor in General Conditions																			1,350	\$ 137,040.00

EXHIBIT E GMP AMENDMENT NO. 1

Project Requirements

Project Requirements			
		Project Duration (mo)	4
		Total \$F	1
CROSSLAND CONSTRUCTION COMPANY, INC.			
Construction Services	\$	Cost Type	Notes for Clarity
1. CM Field Office, Furniture, & Furnishings	\$ -	PRs	\$0 to 4 mo & \$0
2. Office Supplies	\$ 2,000.00	PRs	\$500 to 4 mo & \$0
3. Project Signs	\$ 500.00	PRs	\$500 to 1 each & \$0
4. Superintendent Vehicles	\$ 4,000.00	PRs	\$1000 to 4 mo & \$0
4. PM Vehicles	\$ 4,000.00	PRs	\$1000 to 4 mo & \$0
5. Superintendent Fuel Expense	\$ 2,400.00	PRs	\$600 to 4 mo & \$0
5. PM Fuel Expense	\$ 2,400.00	PRs	\$600 to 4 mo & \$0
6. Jobsite Radios/Phones & Internet	\$ 1,000.00	PRs	\$400 to 4 mo & \$0
7. Copy Machine & Maintenance	\$ -	NC	No Charge
8. Computers, Usage, Software & Maintenance	\$ 600.00	NC	\$100 to 6 mo & \$0
9. Reproduction Expenses	\$ 300.00	NC	\$50 to 6 mo & \$0
10. Field Office Telephone & Internet	\$ -	NC	No Charge
11. Postage & Expressage	\$ -	NC	No Charge
12. Office Janitorial	\$ -	NC	No Charge
13. Mobilization / Demobilization	\$ 1,000.00	PRs	\$1000 to 1 ea & \$0
14. Hand/Flat/Misc	\$ 800.00	PRs	\$200 to 4 mo & \$0
15. Construction Photo's & Video's	\$ 800.00	PRs	\$800 to 1 ea & \$0
16. Job Meetings & Ceremony Expenses	\$ -	NC	No Charge
17. Record Drawings / Closeout Manuals	\$ -	NC	No Charge
18. Material Handling	\$ 12,000.00	PRs	\$5500 to 2 mo & \$1000
19. Temporary Electric Service	\$ 6,000.00	PRs	\$0 to 1 ea & \$3000
20. Temporary Water	\$ 800.00	PRs	\$200 to 4 mo & \$0
21. Temporary Gas	\$ -	PRs	\$0 to 1 ea & \$0
22. Temporary Construction Services - Fencing	\$ -	PRs	Included in Allowances
23. Security	\$ -	NC	No Charge
24. Temporary Toilets	\$ 1,350.00	PRs	\$150 to 2 ea per mo & \$150
24. Water/ire	\$ 400.00	PRs	\$100 to 1 ea per mo & \$0
25. Temporary Tool /Storage Trailers	\$ 5,800.00	PRs	\$600 to 2 ea per mo & \$1000
26. Dumpsters	\$ 3,400.00	PRs	\$125 to 2 ea per mo & \$0
27. Safety	\$ 1,500.00	PRs	\$1500 to 1 LS & \$0
28. Weekly Cleanup	\$ 3,520.00	PRs	\$880 to 4 mo & \$0
29. Final Cleanup	\$ 5,000.00	PRs	\$1000 to 1 LS & \$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. Teaching Laboratory Services	\$ 1,000.00	PRs	
35. Building Permit	\$ -	PRs	
36. Misc Site Repairs/Rod at Demobilization	\$ -	Cost of Work	
37. Site Survey Control Points	\$ 5,000.00	PRs	\$5000 to 1 ea & \$0
38. Dewatering	\$ 1,000.00	PRs	\$100 to 10 days & \$0
39. Layout Control & Verification	\$ 4,000.00	PRs	\$400 to 10 days & \$0
40. Floor Protection	\$ -	PRs	\$0 to 1 ea & \$0
Total Construction GCs & PRs		\$ 70,970.00	

City of Norman
Griffin Park Phase 5

GMP Amendment No. 1

**EXHIBIT F
GMP AMENDMENT NO. 1**

SUBSTANTIAL COMPLETION

Substantial Completion date for Griffin Park Phase 5 is July 1 of 2022.

EXHIBIT G
GMP AMENDMENT NO. 1

ACCEPTANCE PERIOD

1. Acceptance of GMP No. 1 is required on or before February 25th, 2022 (30 days from the date bids/proposals were received.)
2. Should the pricing and terms of the GMP Amendment No. 1 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 1 will be null and void and the work will be re-advertised and re-bid.

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-93: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND KIMBERLY LOUISE BAXTER, 1/6 INTEREST; CLIFTON VAN BROWN, 1/6 INTEREST; DANIEL VAN BROWN, 1/6 INTEREST; RAYMOND JOSEPH SENDELBACH, REVOCABLE LIVING TRUST, 1/4 INTEREST; STANLEY RAY SENDELBACH, 1/8 INTEREST; AND SANDRA SENDELBACH LUNDMARK, 1/8 INTEREST; IN THE AMOUNT OF \$800,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 4020 E TECUMSEH ROAD, PLUS CLOSING COSTS TO BE DETERMINED PRIOR TO CLOSING, FOR THE GROUNDWATER TREATMENT SITE AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE ALL CLOSING DOCUMENTS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/22/2022

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-93: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND KIMBERLY LOUISE BAXTER, 1/6 INTEREST; CLIFTON VAN BROWN, 1/6 INTEREST; DANIEL VAN BROWN, 1/6 INTEREST; RAYMOND JOSEPH SENDELBACH, REVOCABLE LIVING TRUST, 1/4 INTEREST; STANLEY RAY SENDELBACH, 1/8 INTEREST; AND SANDRA SENDELBACH LUNDMARK, 1/8 INTEREST; IN THE AMOUNT OF \$800,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 4020 E TECUMSEH ROAD, PLUS CLOSING COSTS TO BE DETERMINED PRIOR TO CLOSING, FOR THE GROUNDWATER TREATMENT SITE AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE ALL CLOSING DOCUMENTS.

BACKGROUND:

The City of Norman/Norman Utility Authority (City/NUA) water system is supplied with water from the Vernon Campbell Water Treatment Plant (WTP) with water originating from Lake Thunderbird; the groundwater well system; and the City of Oklahoma City Water Utilities Trust's (OKC; OCWUT) wholesale treated drinking water connection. The groundwater well system includes 41 wells (9 completed in 2021) with water sent to the system without any treatment. Water systems supplied solely by groundwater wells are not required to have treatment or disinfection by regulations; however, surface water systems are required to have treatment and disinfection, and to maintain a minimum disinfectant residual within the system. The Oklahoma Department of Environmental Quality (DEQ) is working to have combined surface and groundwater systems comply with regulations similar to a surface water system. To comply with this anticipated requirement, and to provide future capabilities for additional treatment processes in order to meet more stringent regulations as they are adopted, land was proposed to be acquired for a centralized groundwater treatment facility, as part of the 2015 water rate increase. The construction of the centralized groundwater treatment facility is a key initiative for the NUA, with additional funding for the actual facility construction proposed as part of the 2022 water rate increase initiative.

In 2020, the NUA authorized Plummer under Contract K-1516-85 to complete a siting evaluation to determine the best area for the location of the centralized treatment facility. Six locations were evaluated and locations along East Tecumseh Road, generally between 24th Avenue NE and 48th Avenue NE were identified as the lowest capital cost options since less piping would be required to convey groundwater flows to and from the central treatment site.

DISCUSSION:

In 2021, property located at 4020 East Tecumseh Road was listed for sale. The property is approximately 28.42 acres in size, zoned Residential Estates, and is located just south of Tecumseh Road and is approximately one-half mile east of 36th Avenue NE.

To confirm that this property would have sufficient space to meet current and anticipated future requirements, the City/NUA hired Carollo Engineers, Inc., on June 15, 2021 under Contract K-2021-19. This contract also included the evaluation of two other potential sites. From analysis completed by Carollo in the attached Technical Memorandum, the 28.42-acre site will have sufficient space to meet all current and anticipated future requirements for centralized groundwater treatment. Current proposed improvements will be a small administration building; chemical building; groundwater storage tank; pump station; emergency generator; and other site improvements. Future anticipated improvements, as regulations become more stringent, include treatment vessels for the removal of arsenic and chromium, and residuals-handling facilities.

The City/NUA also authorized Plummer to complete an addendum to the 2020 evaluation for the analysis of this specific property and property located west of the WTP. The updated analysis showed similar costs to the initial analysis but slightly increased costs due to additional piping for this site and significantly increased costs for the site west of the WTP.

Smith Roberts Baldischwilder, LLC, under Contract K-1920-56, was authorized to perform property acquisition services and negotiations for the property, subject to City Council/NUA approval. Through the offer and counter-offer process, a purchase price of \$800,000 was reached.

NPVal, LLC, of Edmond, Oklahoma, was hired to perform an appraisal of the property. The property was valued at \$850,000, above the final agreed upon purchase price. The appraisal is attached to this agenda item.

Funding for this purchase will be from the Water Fund, Groundwater Blending, Land (Account 31993398-46001; Project WA0214) which has an available balance of \$915,950.

RECOMMENDATION:

Staff recommends the NUA approve Contract K-2122-93 in the amount of \$800,000 with Kimberly Louise Baxter, 1/6 Interest; Clifton Van Brown, 1/6 Interest; Daniel Van Brown, 1/6 Interest; Raymond Joseph Sendelbach Revocable Living Trust, 1/4 Interest; Stanley Ray Sendelbach, 1/8 Interest; and Sandra Sendelbach Lundmark 1/8 Interest; for the purchase of real property located at 4020 E Tecumseh Road, plus closing costs, for the Groundwater Treatment Site (Project WA0214) and authorize the NUA General Manager to execute all closing documents.

Contract K-2122-93

PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into, dated and effective as of the 29th day of January, 2022 (the "Effective Date") by and among KIMBERLY LOUISE BAXTER, 1/6 INTEREST; CLIFTON VAN BROWN, 1/6 INTEREST; DANIEL VAN BROWN, 1/6 INTEREST; RAYMOND JOSEPH SENDELBACH, REVOCABLE LIVING TRUST, 1/4 INTEREST; STANLEY RAY SENDELBACH, 1/8 INTEREST; SANDRA SENDELBACH LUNDMARK, 1/8 INTEREST ("Seller"), and the Norman Utilities Authority, a Public Trust of the State of Oklahoma ("Buyer"); with reference to the following facts:

RECITALS

Seller owns the real property described at Schedule "A" attached as a part hereof (the "Property") and desires to sell the Property to Buyer in accordance with the terms of this Agreement; LESS AND EXCEPT any and all interests in and to oil, gas and other minerals as this is a Surface Rights conveyance only. The Buyer desires to purchase the Property from Seller for use as a water facility for the City of Norman in accordance with the terms of this Agreement.

AGREEMENTS

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer agree as follows:

1. Purchase Agreement. The Seller agrees to sell the Property to the Buyer and the Buyer agrees to purchase the Property from the Seller on the terms and subject to the conditions set forth in this Agreement. The Seller represents that the Seller has no outstanding obligation relating to the sale of the Property except for obligations, if any, which will be fully discharged by Seller by application of the Purchase Price at the Closing.

2. Purchase Price. Subject to the adjustments and prorations hereafter described, the price (the "Purchase Price") to be paid by the Buyer to the Seller to purchase the Property is EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00). The Purchase Price will be paid as follows:

2.1 At Closing. At the closing of the sale of the Property (the "Closing"), the Purchase Price in the amount of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) amount as may be required after the credits, adjustments, proration set forth in the statement of receipts, disbursements and prorations (the "Closing Statement") prepared by the Title Company, shall be paid by the Buyer to the Title Company in cash or by certified or cashier's check to be paid and disbursed as set forth in the Closing Statement.

3. Property Information. The Seller agrees to deliver, at Buyer's expense, the following information to the Buyer at the earliest practicable date, but no later than fifteen (15) calendar days subsequent to the Effective Date:

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SDL

Contract K-2122-93

3.1 Title Commitment. One or more abstracts of title of the Property certified to a date subsequent to the Effective Date and a written commitment for title insurance (the "Title Commitment") obligating the Title Company to issue an ALTA Owners Policy of Title Insurance (the "Title Policy") on satisfaction of the requirements set forth in the Title Commitment, together with copies of the documents (the "Exception Documents") which create an exception to the coverage provided by or requirements for issuance of the Title Policy.

3.2 Survey. A survey or recertified survey of the Property prepared by survey company selected by Buyer in accordance with the ALTA/ACSM Minimum Standard Detail Requirements and certified to the Buyer and the Title Company.

3.3 Title Certificate(s). One or more certificates (the "Title Certificates") issued by the Title Company reflecting all filings under the Uniform Commercial Code and all actions pending in state or federal court against the Seller and all predecessors in ownership of the Property.

4. Buyer Objections. No later than ten (10) calendar days subsequent to receipt of the last of the items described at paragraphs 3.1 through 3.3, the Buyer will provide to the Seller in writing any objections ("Buyer's Objections") to the status of title of the Property. Within ten (10) days after receipt of the Buyer's Objections or if none have been made then within twenty-one (21) calendar days subsequent to Buyer's receipt of the last of the items described at paragraphs 3.1 through 3.3, the Seller will advise the Buyer in writing as to the ability of the Seller to satisfy the Buyer's Objections and the time required to do so. The Seller agrees to use Seller's best reasonable efforts to satisfy each title commitment Schedule B, Part 1 requirement which is a condition precedent to issuance of the Title Policy. In the event that Seller elects to do so, the Seller may proceed to cure any other defect in title to the Property which is discovered by the Buyer, the Seller or the Title Company subsequent to the effective date of the Title Commitment and to satisfy and cure all other Buyer Objections. However, Seller shall not be obligated to cure any defects or Buyer Objections to the title. Unless otherwise specifically approved in writing by the Buyer, Buyer's Objections to the status of title may not be satisfied by the Seller obtaining coverage by the Title Company indemnifying the Buyer against losses arising from the Buyer's Objection. If the Seller is unable or unwilling to satisfy any Buyer Objection by the Closing Date and the Buyer is unwilling to waive satisfaction of such Buyer Objection, the Buyer will have the option to either: (a) extend the Closing Date (as hereafter defined) by that period of time which is reasonably required to enable the Seller to satisfy all unresolved Buyer Objections at the Seller's expense if Seller so chooses to cure; or (b) terminate this Agreement by written notice to the Seller.

5. Due Diligence Period; Buyer's Right of Determination of Feasibility, Suitability, and Condition. Within five (5) calendar days subsequent to the Effective Date, Seller shall provide to Buyer all contracts or agreements that affect the Property, if any. Buyer shall have thirty (30) calendar days subsequent to the Effective Date (the "Due Diligence Period") in which to conduct surveys, or appraisals, or environmental review concerning the Property. Buyer reserves right to extend inspection period for up to 14 days if full disclosures are not provided and/or if initial inspections warrant further more comprehensive inspections. If Buyer, in Buyer's sole judgment

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Contract K-2122-93

or discretion, and for any reason, determines that the Property or any condition thereof as put forth in the survey, or appraisal, or environmental review is unsuitable for Buyer's intended use, or is otherwise unsuitable to Buyer, if the purchase price is not supported by a property appraisal, Buyer shall have the absolute and unconditional right at any time prior to 5:00 p.m. on the thirty-first (31st) day (or 5:00 p.m. on the next work day thereafter if the 31st day falls on a Saturday, Sunday, or municipal holiday) subsequent to the Effective Date to terminate this Contract by the giving of written notice of termination to Seller.

6. Entry and Inspection Rights. To facilitate Buyer's determination of the feasibility, suitability and condition of the Property for Buyer's intended purchase through the survey, or appraisals, or environmental review, Seller hereby grants and extends unto Buyer, Buyer's agents, employees and designees, the license and right, commencing upon the Effective Date, to enter upon the Property or any portion thereof at any reasonable time or times, but at the Buyer's sole cost, risk and expense, for the purpose of inspecting, examining, investigating, studying, surveying, assessing, testing and evaluating the Property and any and all components thereof, as Buyer, in Buyer's sole judgment, may deem necessary or desirable. Buyer shall indemnify, defend, and hold harmless Seller from any and all claims that arise from any acts or omissions of Buyer or Buyer's agents, employees or designees from such activities.

7. Closing. The Buyer and the Seller agree that the purchase of the Property will be consummated as follows:

7.1 Closing Date. The sale of the Property will be closed on the first (1st) day that the Title Company has available for Closing after all objections, conditions and requirements for Closing have been met or waived (the "Closing Date") at First American Title Company in Norman, OK with Janey Murphy, with the exact time for Closing to be designated by the Buyer by written notice to the Seller and the Title Company, unless the parties agree in writing signed by the parties to an earlier or later date. Notwithstanding the above, the Closing Date shall be no later than sixty (60) days after the Effective Date.

7.2 Seller's Deliveries. At Closing the Seller will deliver or cause to be delivered to the Buyer or the Title Company the following items:

7.2.1 Deed. A general warranty deed (the "Deed") conveying the Property to the Buyer subject only to exceptions to marketable fee simple title to the Property as put forth in the title commitment (the "Approved Title Exceptions");

7.2.2 Title Policy. The Title Policy in the amount of the Purchase Price reflecting a "Date of Policy" subsequent to the recording of the Deed naming the Buyer as insured, containing only the Approved Title Exceptions as exceptions to coverage and providing such extended coverage endorsements as are requested by the Buyer, at Buyer's expense;

7.2.3 Title Affidavits. Such title affidavits as are reasonably requested by the Title Company or the Buyer;

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Contract K-2122-93

7.2.4 Title Certificates. Title Certificates dated subsequent to the recording of the Deed which show no filings under the Uniform Commercial Code and no pending action in any state or federal court against the Seller or any predecessor in ownership of the Property which affects the Property other than Approved Title Exceptions;

7.2.5 Evidence of Authority. Such resolutions, certificates, incumbency certificates, consents, and other writings evidencing the complete authority of the Seller or the persons acting on behalf of the Seller to execute or perform this Agreement as might be reasonably requested by the Buyer or the Title Company;

7.2.6 Nonforeign Affidavit. An affidavit in the form prescribed by Treasury Regulation § 1.1445-2 stating the Seller's taxpayer identification number and confirming that the Seller is not a foreign person within the purview of 26 U.S.C. § 1445 and the regulations issued thereunder;

7.2.7 Closing Statement. The Closing Statement; and

7.2.8 Additional Documents. Such additional documents as might be reasonably requested by the Buyer or the Title Company to consummate the sale of the Property to the Buyer.

7.3 Buyer's Deliveries. At Closing the Buyer will deliver or cause to be delivered to the Seller or the Title Company the following items:

7.3.1 Purchase Price. The Purchase Price in accordance with the Closing Statement;

7.3.2 Title Affidavits. Such title affidavits as are reasonably requested by the Title Company or the Seller;

7.3.3 Evidence of Authority. Such resolutions, certificates, incumbency certificates and other writings evidencing the authority of the Buyer or the persons acting on behalf of the Buyer to execute or perform this Agreement as might be reasonably requested by the Seller or the Title Company;

7.3.4 Closing Statement. The Closing Statement; and

7.3.5 Additional Documents. Such additional documents as the Seller or the Title Company might reasonably request to consummate the sale of the Property to the Buyer.

7.4 Prorations. All receipts and disbursements relating to the Property will be prorated at Closing as of 12:00 midnight on the day preceding the Closing Date and the Purchase Price will be adjusted as provided in the Closing Statement. Prorations will be made on the following basis:

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Contract K-2122-93

7.4.1 Receipts. All amounts receivable with respect to the Property earned and attributable to the period prior to the Closing Date will be paid to the Seller to the extent that such amounts are collected on or before the Closing Date; amounts earned and attributable to the period beginning on the Closing Date and thereafter will be paid to the Buyer.

7.4.2 Disbursements. The Seller agrees to pay all sums due for accounts payable which were owing or incurred in connection with the Property prior to the Closing Date. The Buyer will furnish to the Seller any bills for such period received after the Closing Date for payment by the Seller and the Buyer will have no further obligation with respect thereto.

7.4.3 Utility Charges (as applicable). The Seller will cause final billings for all utility charges to be made on the Closing Date and the Seller will pay the same at Closing. All utility security deposits relating to the Property, if any, will be retained by the Seller.

7.4.4 Insurance. The Seller will terminate all existing insurance policies on the Closing Date and the Buyer will be responsible for placing all insurance coverage desired by the Buyer. Any prepaid insurance premiums will be retained by the Seller.

7.5 Costs. The Seller will pay the following costs: (a) the Seller's attorneys' fees and expenses, as applicable; (b) the cost of documentary stamps to be affixed to the Deed; (c) all abstracting; (d) one-half of the escrow and closing fees charged by the Title Company; (e) the cost of recording the Deed and any other conveyance to the Buyer. The Buyer will pay the following costs: (a) the Buyer's attorneys' fees and expenses, as applicable; (b) the costs of providing the Survey; (c) title examination for issuance of the Title Commitment and all premium expenses for issuance of the Title Policy; (d) the costs of the phase I environmental audit and report and (e) one-half of the escrow and closing fees charged by the Title Company.

7.6 Possession. Possession of the Property will be delivered by the Seller to the Buyer on the Closing Date free from all persons claiming rights to possession of or having claims against the Property other than as claimants under the Approved Title Exceptions. Effective on the recording of the Deed, the beneficial ownership and the risk of loss of the Property will pass from the Seller to the Buyer.

7.7 Acceptance of Property Condition. Upon Closing, Buyer shall be deemed to have accepted the Property in its then AS-IS, WHERE-IS, WITH ALL FAULTS CONDITION. Seller does not warranty or guaranty the condition of the Property in any manner as Buyer shall use its Due Diligence Period and inspection rights to familiarize Buyer with the Property and to determine if the Property is of a nature that meets Buyer's needs. Upon Closing, Buyer shall be deemed to have waived all claims or causes of

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Contract K-2122-93

action against Seller and Sellers Realtor, as relates in any way to the condition of the Property. This paragraph 7.7 shall survive closing.

8. Seller's Representations and Warranties. To induce the Buyer to enter into this Agreement, the Seller represents and warrants that the following matters are now, and on the Closing Date will be, true and correct:

8.1 No Default. The execution and performance of this Agreement by the Seller will not constitute a default under any agreement, order, writ, injunction, decree or demand of any court or any governmental authority which is binding on the Seller or the Property.

8.2 Consents. No consent, approval or authorization by any person other than the Seller is required in connection with the execution or performance of this Agreement by the Seller.

8.3 Authority. The Seller has adequate authority, power and legal right to enter into and perform the provisions of this Agreement; the persons executing and performing this Agreement and the documents delivered pursuant to this Agreement on behalf of the Seller will be duly authorized to act for and bind the Seller as contemplated thereby. No consent, approval or authorization by any person other than the Seller is required in connection with the execution or performance of this Agreement by the Seller.

8.4 Litigation. There is no pending or threatened litigation which, if adversely determined, might reasonably be anticipated to: (a) restrain the consummation of any of the transactions described in this Agreement; (b) have a material adverse effect on the value or operation of the Property following the Closing; or (c) result in an encumbrance on the Property.

8.5 Taxes. All ad valorem, business, occupation, sales, use and other taxes imposed on the Property or the operation thereof which are due have been paid in full and the Seller has not received any notice that any such tax is unpaid.

8.6 Compliance; Leases and Occupancy Agreements. The Property is presently in compliance with all applicable height limitations, setback requirements, and other local, state and federal laws governing the use of the Property. None of the Property is bound by any lease, or other arrangement for the rental, occupancy, or use of any part thereof and there are no contracts or agreements of any kind granting to any person any option or other right to purchase, lease, occupy, or use the Property or any part thereof.

For purposes of this Section 8, "Knowledge" means the actual knowledge of the Manager of the Seller entity.

9. Full Disclosure. Neither this Agreement nor any statement or document referred to herein or any other information, report or statement delivered to the Buyer by the Seller contains any untrue statement or omits to state a material fact necessary to make the statements herein or therein not misleading.

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Contract K-2122-93

10. Buyer's Representations and Warranties. To induce the Seller to enter into this Agreement, the Buyer represents and warrants that the following matters are now, and on the Closing Date will be, true and correct:

10.1 Authority. The Buyer has adequate authority, power and legal right to enter into and perform the provisions of this Agreement, subject to ratification by the Norman City Council, and in doing so the Buyer will not violate any law or the provisions of the Buyer's charter or other organizational documents; the persons executing and performing this Agreement and the documents delivered pursuant to this Agreement on behalf of the Buyer will be, after ratification by the Norman City Council, duly authorized to act for and bind the Buyer as contemplated thereby. No consent, approval or authorization by any person other than the Buyer is required in connection with the execution or performance of this Agreement by the Buyer. The Buyer is purchasing the property for construction, use and maintenance of a groundwater facility and other Utilities Department water system needs as long as those uses are the best use of the property based on the needs of the Norman Utilities Authority and the City of Norman.

11. Facilitating Actions. The parties agree to take the following actions to facilitate the Closing and the realization of the benefits contemplated by this Agreement:

11.1 Approvals. The parties will use reasonable efforts to obtain all necessary or desirable approvals of governmental authorities and consents of all third persons to expedite the Closing.

11.2 Material Change. From the Effective Date to the Closing Date, the Seller will not sell, encumber or otherwise dispose of any of the Property.

11.3 Seller's Indemnification. The Seller agrees to indemnify, hold harmless and defend Buyer against all loss, damage, claims, costs, expenses and any other liability whatsoever, including, without implied limitation, reasonable accountants' and attorneys' fees, charges and costs, incurred by the Buyer by reason of: (a) the Seller's breach of any covenant of the Seller contained in this Agreement; and (b) the Seller's failure to duly perform or discharge any liability of the Seller or the Seller's predecessors in title to the Property.

11.4 Buyer's Indemnification. To the extent permitted by law, the Buyer agrees to indemnify, hold harmless and defend the Seller against all loss, damage, claims, costs, expenses and any other liability whatsoever, including, without implied limitation, reasonable accountants and attorneys' fees, charges and costs incurred by the Seller by reason of: (a) the Buyer's breach of any covenant of the Buyer contained in this Agreement; and (b) the Buyer's failure to duly perform or discharge any liability arising after the transfer of title to the Property to the Buyer.

11.5 Further Assurances. The Seller and the Buyer will, whenever and as often as reasonably requested to do so by the other party: (a) execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such further conveyances,

RJS

SDL

Contract K-2122-93

assignments, confirmations, satisfactions, releases, approvals, consents, certifications and other documents as might be reasonably necessary, expedient or proper, in the opinion of the requesting party, to complete the conveyances, transfers, sales and assignments herein provided; and (b) take all other actions as are reasonably requested to carry out the intent of this Agreement or to facilitate an orderly transfer of ownership of the Property.

11.6 Default; Remedies. If either the Buyer or the Seller fails to perform such party's obligation under this Agreement (except as excused by the other party's default), the party claiming default will make written demand for performance. If the Seller fails to comply with such written demand within ten (10) days after receipt thereof, the Buyer will have the option to waive such default, to demand specific performance, to exercise any other remedy available at law or in equity or to terminate this Agreement. If the Buyer fails to comply with such written demand within ten (10) days after receipt thereof, the Seller will have the option to waive such default, demand specific performance, or to terminate this Agreement. On such termination the parties will be discharged from any further obligations and liabilities under this Agreement except the Buyer and the Seller will continue to be obligated to pay the costs described in this Agreement.

12. Miscellaneous. It is further agreed as follows:

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the Buyer and the Seller relating to the sale of the Property. This Agreement supersedes, in all respects, all prior written or oral agreements between the parties relating to the sale of the Property and there are no agreements, understandings, warranties or representations between the Buyer and the Seller except as set forth herein.

12.2 Amendment. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. This Agreement is intended to be for the benefit of the Buyer and the Seller and is not intended to confer rights on or to constitute any person as a third party beneficiary of this Agreement.

12.3 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given when delivered personally or by facsimile (with a confirming copy sent within one [1] day by any other means described in this paragraph) to the party designated to receive such notice, or on the date following the day sent by overnight courier or on the fifth (5th) day after the same is sent by certified mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to the other parties:

To the Buyer:

The City of Norman, Oklahoma
Municipal Building
201 West Gray Street
Norman, OK 73069

RJS

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Contract K-2122-93

Attention: Darrel Pyle, City Manager
 Telephone: (405) 366-5402
 Facsimile: (405) 366-5389
 Email: Darrel.Pyle@NormanOK.gov

with a copy to:

Kathryn L. Walker
 City Attorney
 201 West Gray Street
 Norman, Oklahoma 73069
 Telephone: (405) 366-5376
 Facsimile: (405) 366-5425
 Email: Kathryn.Walker@NormanOK.gov

To the Seller:

June McLaughlin
 2701 E. Rock Creek Rd.
 Norman, Oklahoma 73071
 Office: (405) 321-6646
 Cell: (405) 641-6897
 Email: vjunemc@gmail.com

12.4 Attorneys' Fees. If any party institutes an action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the unsuccessful party to such action or proceeding will reimburse the successful party therein for Court ordered reasonable attorneys' fees, disbursements and litigation expenses to the successful party.

12.5 Governing Law. This Agreement is being executed, delivered and is intended to be performed in Norman, Cleveland County, Oklahoma. This Agreement is to be construed according to the laws of the State of Oklahoma applicable to contracts to be performed entirely within the State of Oklahoma by parties who are residents of the State of Oklahoma. All actions with respect to this Agreement may be instituted in the courts of the State of Oklahoma or the United States District Court in the judicial district in which the Property is located. By execution of this Agreement, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

12.6 Brokerage. The Buyer represents that no broker, finder or other person entitled to collect a brokerage or similar fee has been employed by or on behalf of the Buyer in connection with the transactions contemplated by this Agreement. The Seller has retained June McLaughlin of McLaughlin Real Estate has its broker and agrees to bear full liability for any fees or payments due for such services. Seller agrees to indemnify and hold the Buyer harmless from any claim, loss or damage arising out of any compensation due or alleged to be due to any broker, finder or other person claiming

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SD

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employment by Seller in connection herewith or in connection with the Property. To the extent permitted by law, Buyer agrees to indemnify and hold Seller harmless from any claim, loss or damage arising out of any compensation due or alleged to be due to any other broker, finder or other person claiming employment by Buyer in connection herewith.

12.7 Severability. If any clause or provision of this Agreement is held by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.

12.8 Assignment. This Agreement is NOT assignable without the advance written consent of each party hereto.

12.9 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the Buyer and the Seller.

12.10 Time. Time shall be of the essence with respect to each provision of this Agreement.

12.11 Captions. The captions in this Agreement are inserted for convenience of reference and are not intended to define, describe or limit the scope of any provision of this Agreement.

12.12 Counterpart Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This Agreement will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this Agreement has been executed by each party, a copy thereof delivered to the other party to this Agreement and delivered to the Title Company. By signing this agreement, the Seller has confirmed each seller's identified interest in the property as set out on their respective signature pages.

12.13 Approvals. When approval by any party is required in the performance of any action contemplated by this Agreement, such approval will not be unreasonably withheld, conditioned or delayed. Unless provision is made for a specific period of time, the period of time in which the right of approval will be exercised will be ten (10) business days after receipt of a written notice requesting such approval. If the party whose approval is requested neither approves nor disapproves a proposed action within the applicable period, the party will be deemed to have given approval of such action. If a party disapproves any action proposed by the other party hereunder, such disapproval will not be effective unless the reasons for such disapproval are stated in writing and provided to the party proposing the action.

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12.14 Survival. All representations and warranties contained in this Agreement will survive the Closing.

12.15 Expiration. The dates of execution of this Agreement are set forth below the respective signatures of the Buyer and the Seller. It is understood that all obligations of the Buyer, if any, under this Agreement will terminate at 5:00 p.m. Oklahoma time on the fourth (4th) day after the date this Agreement was executed by the Buyer, unless the Seller has duly executed and delivered a copy of this Agreement to the Buyer prior to such time.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NORMAN UTILITIES AUTHORITY (Buyer)

Approved by the Norman Utilities Authority on the _____ day of _____, 2022.

By: _____
Breea Clark, Chair

Attest: _____
Brenda Hall, Secretary

Approved as to form and legality this _____, day of _____, 2022.

Authority Attorney

RJS
SDL

Contract K-2122-93

Kimberly Louise Baxter, 1/6 Interest (Seller)

Dated this 15th day of February, 2022.

By:

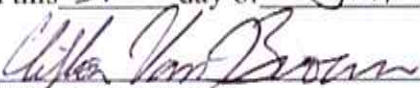
Kimberly Louise Baxter
Kimberly Louise Baxter


By:

N/A
Spouse, if anyPJS
SDL KLB

Clifton Van Brown, 1/6 Interest (Seller)

Dated this 31st day of January, 2022.

By: 
Clifton Van Brown

By: 
Spouse, if any

CB at

Daniel Van Brown, 1/6 Interest (Seller)


Dated this 31st day of January, 2022.

By:

Daniel Van Brown

By:

Spouse, if any



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Raymond Joseph Sendelbach Revocable Living Trust, 1/4 Interest (Seller)Dated this 29th day of January, 2022.By: Raymond Joseph Sendelbach
Raymond Joseph Sendelbach, TrusteeAttest: Loretta Walton
Secretary –RJS
SDA

Stanley Ray Sendelbach 1/8 Interest (Seller)

Dated this 29th day of January, 2022.

By: Stanley R. Sendelbach
Stanley Ray Sendelbach

By: Misty Sendelbach
Spouse, if any

Contract K-2122-93

Sandra Sendelbach Lundmark 1/8 Interest (Seller)

Dated this 29th day of January, 2022.

By: Sandra Sendelbach Lundmark
Sandra Sendelbach Lundmark

By: [Signature]
Spouse, if any

RJS
SDL

Contract K-2122-93

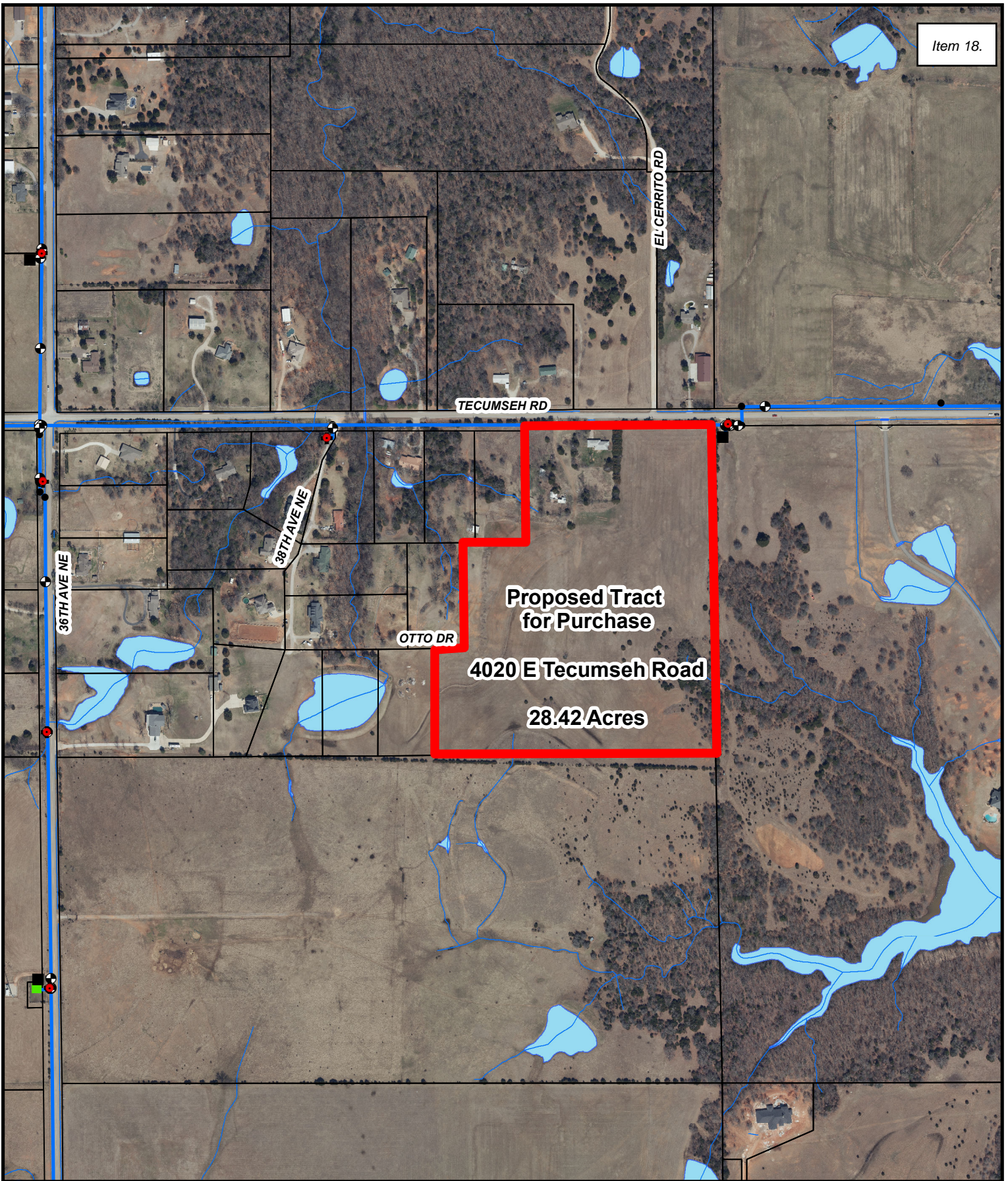
SCHEDULE "A"

Description of the Property

CURRENT LEGAL

A part of the North half of the Northwest Quarter (N/2 NW $\frac{1}{4}$) of Section Fourteen (14), Township Nine (9) North, Range Two (2), West of the Indian Meridian, Cleveland County, described as follows: Beginning at the Northeast corner of the North half of the Northwest Quarter (NE N/2 NW) thence South 1,320 feet, thence West 1,108 feet, thence North 418 feet, thence South $89^{\circ}53''$ East 118.1 feet, thence North 416 feet, thence South $89^{\circ}53''$ East 242.9 feet. Thence North 486 feet, thence East 747 feet to the point of beginning, containing 28.42 acres more or less.

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SPL



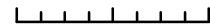
Proposed Purchase - 4020 E Tecumseh - 28.42 Acres



Map Produced by the City of Norman
Geographic Information System.

The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

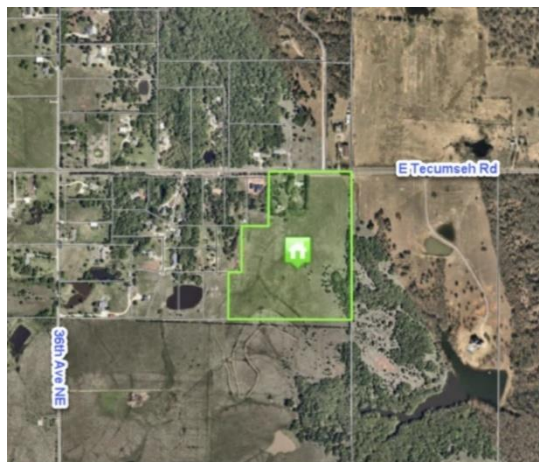
0 125 250 500 Feet



February 7, 2022



Appraisal Report
Land / Subdivision-Residential Land



28.42 ACRES - 4020 E TECUMSEH RD

4020 E Tecumseh Rd
Norman, Oklahoma 73026

Date of Valuation: October 25, 2021

Date of Report: October 29, 2021

PREPARED FOR
Nathan Madenwald

City of Norman Utilities Administration
201-C West Gray St
Norman, OK 73069
City of Norman Utilities Administration File No: 22003993



15309 Fountain Creek Lane
Edmond, OK 73013
File No: 1000-21-0993

15309 Fountain Creek Lane
Edmond, OK 73013
+1 (918) 857-9190

October 29, 2021

Nathan Madenwald

City of Norman Utilities Administration
201-C West Gray St
Norman, OK 73069

RE: 28.42 Acres - 4020 E Tecumseh Rd
4020 E Tecumseh Rd, Norman, Oklahoma 73026

NPVal, LLC File No: 1000-21-0993
City of Norman Utilities Administration File No: 22003993

Mr. Madenwald:

NPVal, LLC is proud to present the appraisal that satisfies the agreed upon scope of work with City of Norman Utilities Administration.

The subject property is 28.42 acres or 1,237,975 SF of raw subdivision land in Norman, OK. The property is zoned RE (Residential Estate Dwelling District) by the City of Norman which permits low-density subdivision development. Current zoning code permits a 2-acre minimum lot size. Public water and sewer are not available to the subject. Potential subdivision development would be served by water well and septic system.

The purpose of this appraisal is to develop an opinion of the As-Is Market Value (Fee Simple). The following table conveys the final opinion of value that is developed in this appraisal:

MARKET VALUE CONCLUSION			
VALUATION SCENARIO	INTEREST APPRAISED	DATE	VALUE
As-Is Market Value	Fee Simple	October 25, 2021	\$850,000

This report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP).

EXTRAORDINARY ASSUMPTIONS

No Extraordinary Assumptions were made for this assignment.

HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were made for this assignment.



If there are any specific questions or concerns regarding the attached appraisal report, or if NPVal, LLC can be of additional assistance, please contact the individuals listed below.

Sincerely,

NPVAL, LLC

Darin Andrew Dalbom, MAI
President
Certified General Real Estate Appraiser
Oklahoma License No. 12774CGA
Expiration Date 12/31/2022
(918) 857-9190
Darin.Dalbom@NPVal.com

Whitney Collamore
Analyst
Certified General Real Estate Appraiser
Oklahoma License No.13595CGA
Expiration Date 7/31/2024
405-615-7346
whitney@npval.com

LETTER OF TRANSMITTAL**INTRODUCTION**

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PROPERTY IDENTIFICATION

Name	28.42 Acres Subdivision Land - Norman
Property	Land - Subdivision-Residential Lanc
Address	4020 E Tecumseh Rd
City, State Zip	Norman, Oklahoma 73026
County	Cleveland County
MSA	Oklahoma City, OK MSA
Market / Submarket	Oklahoma City / Norman
Geocode	35.259926,-97.381457
Census Tract	40-027-201403

SITE DESCRIPTION

Number of Parcels	1	
Assessor Parcel Number	SD29 9 2W 14001	
Land Area	Square Feet	Acres
Usable	1,237,975	28.42
Total	1,237,975	28.42
Zoning	Residential Estate Dwelling District (RE)	
Shape	Rectangular	
Topography	Level At street grade	
Flood Zone	Zone X (Unshaded)	

QUALITATIVE ANALYSIS

Site Quality	Average
Site Access	Average
Site Exposure	Average
Site Utility	Average

HIGHEST & BEST USE

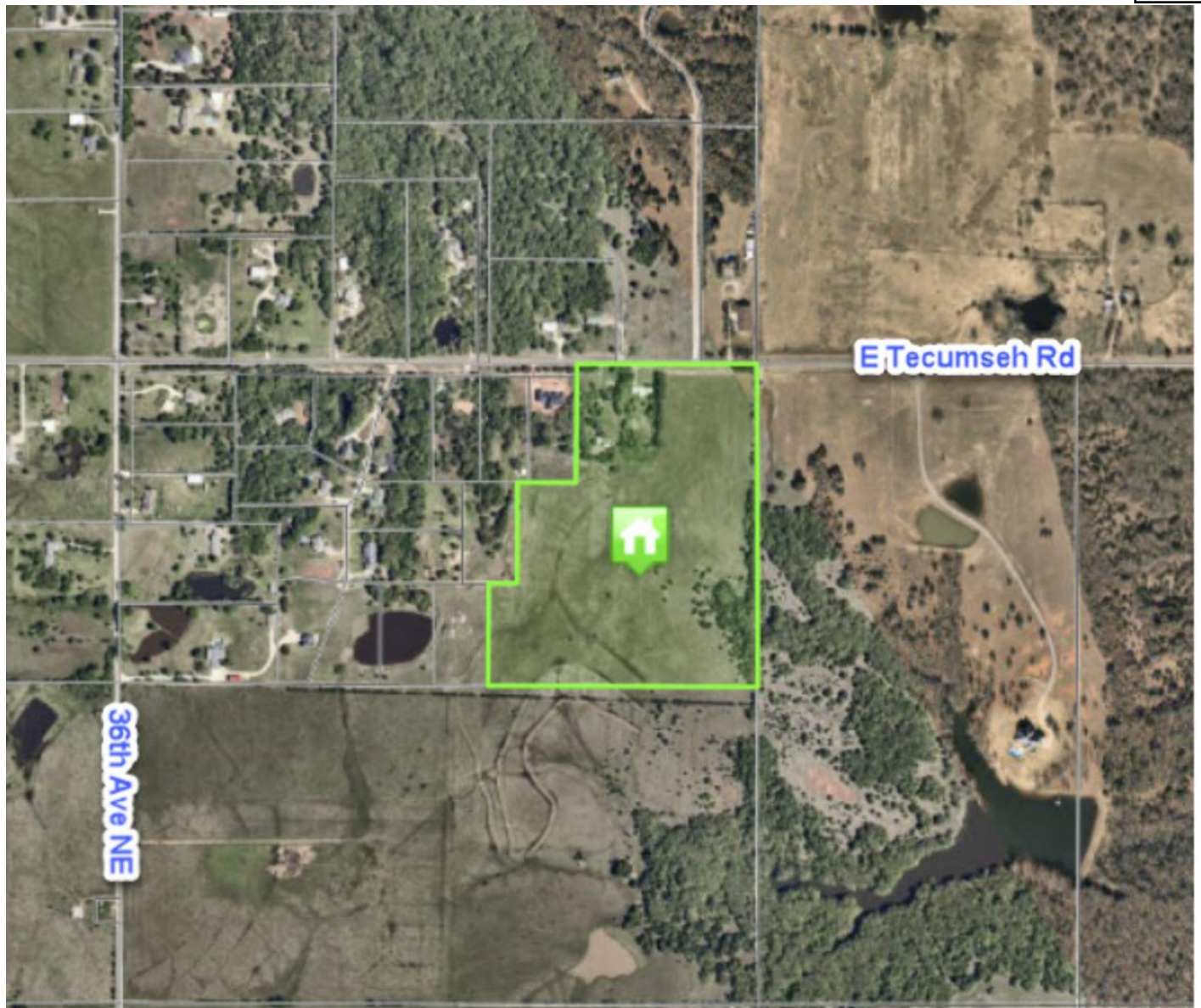
Proposed Construction	No
As Vacant	Residential
As Improved	Residential

EXPOSURE & MARKETING TIME

Exposure Time	12 Months or Less
Marketing Time	12 Months or Less

VALUE CONCLUSION

VALUATION SCENARIOS	AS-IS MARKET VALUE
Interest	Fee Simple
Date	October 25, 2021
Cost Approach	Not Presented
Sales Comparison Approach	\$850,000
Income Capitalization Approach	Not Presented
FINAL VALUE CONCLUSION	\$850,000





PROPERTY IDENTIFICATION

The subject property is 28.42 acres or 1,237,975 SF of raw subdivision land in Norman, OK. The property is zoned RE (Residential Estate Dwelling District) by the City of Norman which permits low-density subdivision development. Current zoning code permits a 2-acre minimum lot size. Public water and sewer are not available to the subject. Potential subdivision development would be served by water well and septic system.

The assessor parcel number is: SD29 9 2W 14001.

LEGAL DESCRIPTION

The legal description of the subject property is presented in the Addenda.

CLIENT IDENTIFICATION

The client of this specific assignment is City of Norman Utilities Administration.

INTENDED USE & INTENDED USERS

The intended use of this appraisal is to assist the client in making internal business decisions related to this asset. City of Norman Utilities Administration or assigns are the only intended users of this report.

PURPOSE

The purpose of this appraisal is to develop an opinion of the As-Is Market Value (Fee Simple).

PERSONAL PROPERTY & BUSINESS INTANGIBLE

There is no personal property (FF&E) included in this valuation.

PROPERTY AND SALES HISTORY

Current Owner/Three-Year Sales History

The subject property is currently under the ownership of Sendelbach, Raymond Joseph-Rev Living Trust, according to the Cleveland County records. According to county records there has been no transfer of ownership for the subject property in the past three years.

Subject Sale Status

The subject has been exposed to the market for approximately six months with an asking price of \$852,600 or \$30,000/acre. The City of Norman Utilities Administration is currently in negotiations to acquire the subject. Current negotiated price is \$800,000 or \$28,149.19/acre. Our "As Is" value estimate is supportive of the current asking price and negotiated purchase price.

TAXES & ASSESSMENT

Real Estate tax assessments are administered by the Cleveland County Assessor for taxation within the following districts: Cleveland County, City of Norman, and Norman Public Schools. Real estate taxes in this state and these jurisdictions are ad valorem taxes, meaning a tax applied in proportion to value. The real estate taxes for an individual property may be determined by dividing the assessed value for a property by 1,000, then multiplying the estimate by the composite rate. The composite rate is based on a blended tax rate from several local taxing district rates. Current real estate taxes and assessments are shown in the following tables. The subject's assessed values and property taxes for the current year are summarized in the following table.

ASSESSMENT & TAXES (2020)

					TAX RATE	110.3000
ASSESSOR PARCEL #	LAND	IMPROVEMENTS	TOTAL	EXEMPTIONS	TAXABLE	BASE TAX
SD29 9 2W 14001	\$12,642	\$28,277	\$40,919	\$0	\$4,910	\$542
Subtotal	\$12,642	\$28,277	\$40,919	\$0	\$4,910	\$542
Subtotal \$/Total Land Area	\$0.01	\$0.02	\$0.03	\$0.00	\$0.00	\$0.00
TOTAL BASE TAX \$/TOTAL LAND AREA / \$ TOTAL					\$0.00	\$542

Source: Cleveland County Assessment & Taxation

Note that Oklahoma is not an equalization state. By law, county assessors can increase assessments 1) at a maximum rate of 3.0% to 5.0% annually; 2) in accordance with values reported on building permits for additions or refurbishments; or 3) in the event of sale, to an amount commensurate with the recorded sale price where deemed to be arm's length. Consistent with this law, tax comparables are not germane to this analysis. Rather, the tax burden relevant to the valuation herein would be based on the concluded value estimate representing an arm's length sale price employed by the assessor for purpose of re-assessment upon sale.

EXPOSURE & MARKETING TIME

Marketing time and exposure time are both influenced by price. That is, a prudent buyer could be enticed to acquire the property in less time if the price were less. Hence, the time span cited below coincides with the value opinion(s) formed herein.

USPAP Standard rule 1-2(c)(iv) requires an opinion of exposure time, not marketing time, when the purpose of the appraisal is to estimate market value. In the recent past, the volume of competitive properties offered for sale, sale prices, and vacancy rates have fluctuated little. Sale concessions have not been prevalent.

Exposure Time Conclusion

The subject is a land (subdivision-residential land) use totaling 28.4200-acres (1,237,975 SF) located at 4020 E Tecumseh Rd in Norman, Cleveland County, Oklahoma. Considering these factors, a reasonable estimate of exposure time for the subject As-Is Market Value (Fee Simple) is 12 months or less.

Marketing Time Conclusion

A marketing time estimate is a forecast of a future occurrence. History should be considered as a guide, but anticipation of future events & market circumstances should be the prime determinant. Overall market conditions are expected to remain stable, so a marketing time of 12 months or less is predicted for the subject.

APPLICABLE REQUIREMENTS

This appraisal is intended to conform to the requirements of the following:

- ▶ Uniform Standards of Professional Appraisal Practice (USPAP);
- ▶ Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- ▶ Applicable state appraisal regulations;
- ▶ Interagency Appraisal and Evaluation Guidelines issued December 10, 2010;
- ▶ Appraisal guidelines of City of Norman Utilities Administration.

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

PROPERTY RIGHTS APPRAISED

The property rights appraised constitute the fee simple interest.

Fee Simple Interest

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.²

VALUE SCENARIOS

As-Is Value

The estimate of the value of real property in its current physical condition, use, and zoning as of the appraisal date.³

¹ Office of Comptroller of the Currency (OCC), Title 12 of the Code of Federal Regulation, Part 34, Subpart C -Appraisals, 34.42 (g); Office of Thrift Supervision (OTS), 12 CFR 564.2 (g); This is also compatible with the FDIC, FRS and NCUA definitions of market value.

² The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, Chicago, Illinois, 2015

³ The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, Chicago, Illinois, 2015

The scope of work for this appraisal assignment is outlined below:

- ▶ The appraisal analyzes the regional and local area profiles including employment, population, household income and real estate trends. The local area was inspected to consider external influences on the subject.
- ▶ The appraisal analyzes legal and physical features of the subject including site size, improvement size, flood zone, seismic zone, site zoning, easements, encumbrances, site access and site exposure.
- ▶ The appraisal includes a Highest and Best Use analysis and conclusions have been completed for the highest and best use of the subject property As Vacant and As Improved. The analysis considered legal, locational, physical and financial feasibility characteristics of the subject site and existing improvements.
- ▶ In selecting applicable approaches to value, the appraisers considered the agreed upon appraisal scope and assessed the applicability of each traditional approach given the subject's characteristics and the intended use of the appraisal. As a result, this appraisal developed Land Sales Comparison approach. The values presented represent the As-Is Market Value (Fee Simple).
- ▶ The assignment was prepared as an Appraisal Report in accordance with USPAP Standards Rules 2, with the analysis stated within the document and representing a fully described level of analysis.
- ▶ The authors of this report are aware of the Competency Rule of USPAP and meet the standards.

ASSISTANCE PROVIDED

Clay Murray provided significant real property appraisal assistance to the appraisers signing this certification, including verifying sale comparables similar property type. It is noted that the responsibilities of parties providing assistance is not considered to be significant in terms of any value determination. All parties conducted assistance under the direct supervision of the appraiser's signing this report in compliance with State regulations.

SOURCES OF INFORMATION

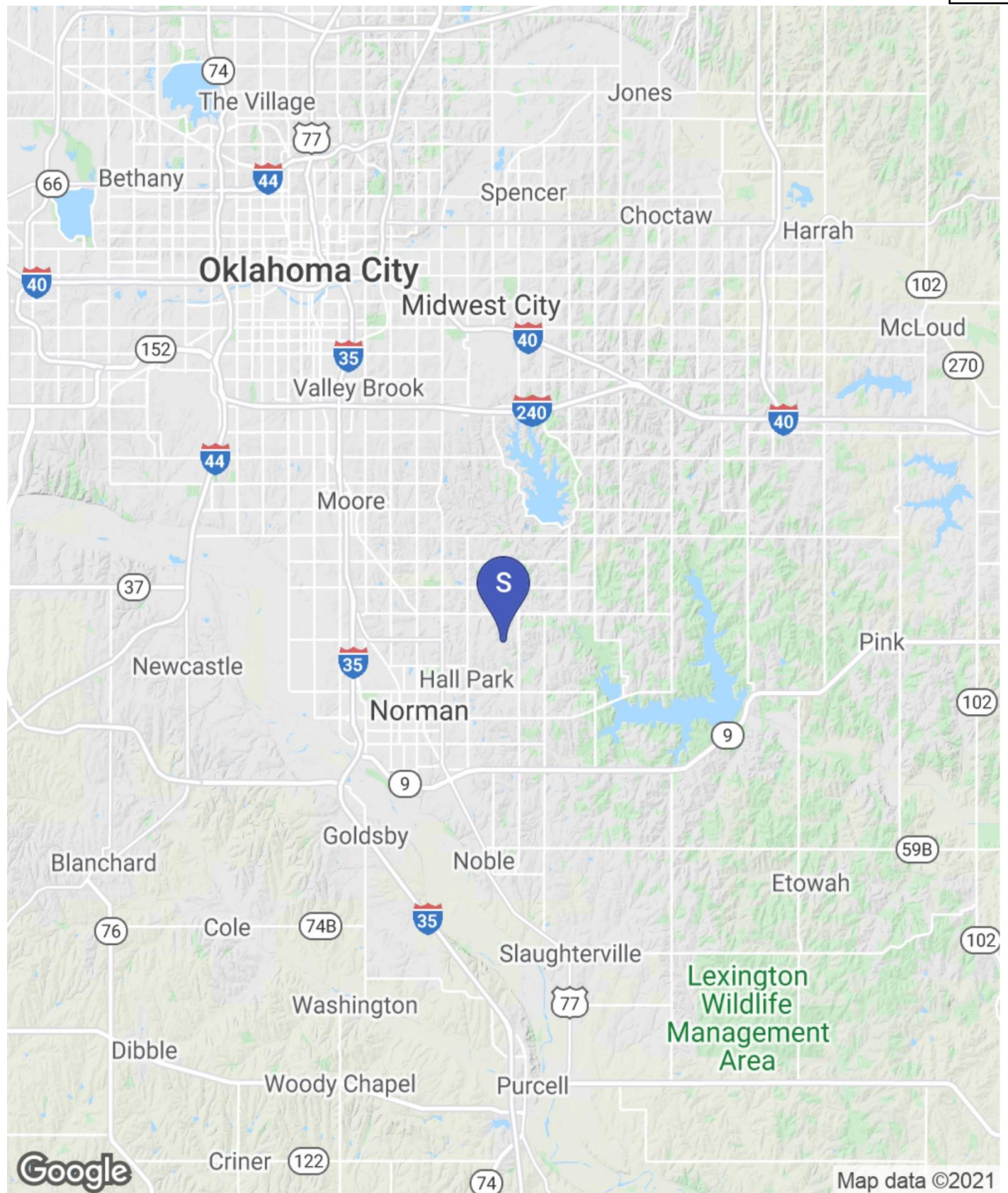
The following sources were contacted to obtain relevant information:

INFORMATION PROVIDED	
Property/Tax	Cleveland County Assessor
Zoning	City of Norman Zoning
Site Size	Cleveland County Assessor
Building Size	Cleveland County Assessor
Supply & Demand	CoStar
Flood Map	STDB On-Line
Demographics	STDB On-Line
Comparable Information	CoStar and confirmed by local agents
Legal Description	Tax Assessor

The lack of the unavailable items could affect the results of this analysis. As part of the general assumptions and limiting conditions, the subject is assumed to have no adverse easements, significant items of deferred maintenance, or be impacted by adverse environmental conditions.

SUBJECT PROPERTY INSPECTION

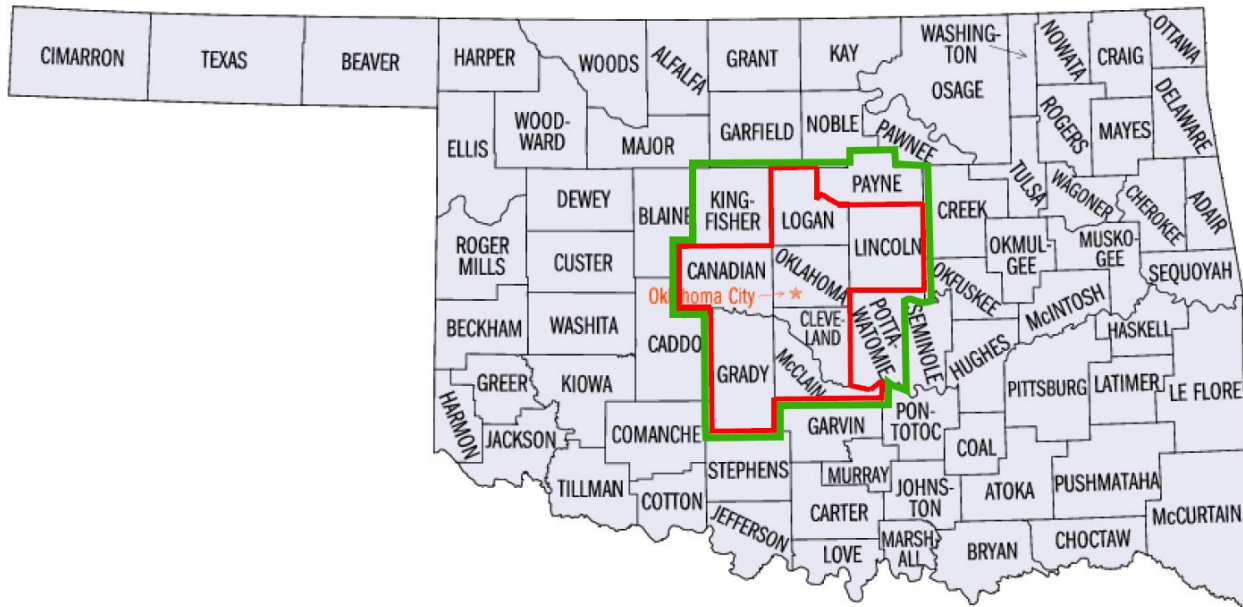
PROPERTY INSPECTION				
APPRAISER	INSPECTED	EXTENT	DATE	ROLE
Darin Andrew Dalbom, MAI	Yes	Site Only	October 25, 2021	Primary Appraiser
Whitney Collamore	No	N/A	N/A	Appraiser
Clay Murray	No	N/A	N/A	Analyst



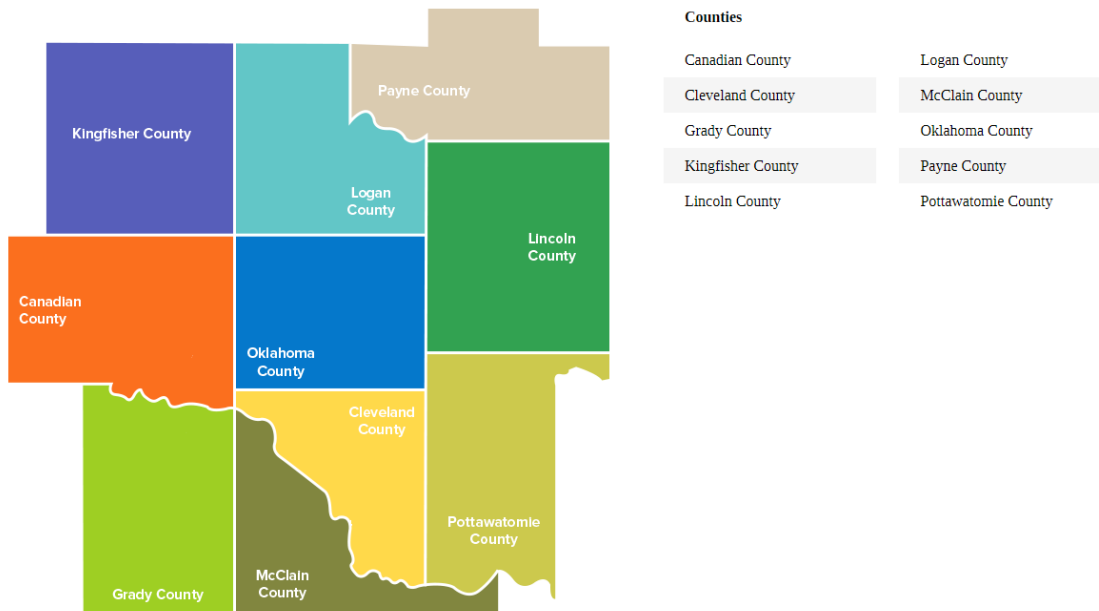
REGIONAL AREA ANALYSIS

The subject property is located in Norman, Oklahoma. The map presented on the previous page illustrates the subject property location relative to the Oklahoma City, OK MSA metropolitan area.

The 10-county Greater Oklahoma City area is composed of ten counties outlined in green below. The 6-county Oklahoma City MSA is outlined in red below.





























































The 10- counties are also identified as Oklahoma City Regional Partnership Counties.



Overview

Relevant statistics for the 10-county greater Oklahoma City area are summarized below.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
Economic Performance Index	INDEX_TOT_OKCRP	Index (2008=100.0)		120.12	119.29	122.26	127.08	130.23	134.39	
%Change				1.3%	-0.7%	2.5%	3.9%	2.5%	3.2%	
Wage & Salary Employment (QCEW)	EMP_TOT_OKCRP	Wage & Salary Workers		675,787	671,321	676,869	690,741	700,983	711,418	
%Change				1.1%	-0.7%	0.8%	2.0%	1.5%	1.5%	
Total Employment (BEA)	EMTOT_TOT_OKCRP	Proprietors + Wage and Salary		952,009	956,334	966,745	981,859	997,566	1,014,227	
%Change				1.2%	0.5%	1.1%	1.6%	1.6%	1.7%	
Wage & Salary Employment (BEA)	EMTOT_WS_OKCRP	Wage and Salary Workers		718,528	713,440	718,154	728,516	737,618	745,792	
%Change				0.9%	-0.7%	0.7%	1.4%	1.2%	1.1%	
Proprietor Employment	EMTOT_PROP_OKCRP	Proprietors		233,481	242,894	248,591	253,344	259,948	268,435	
%Change				2.2%	4.0%	2.3%	1.9%	2.6%	3.3%	
Military Employment	EMTOT_MIL_OKCRP	Proprietors + Wage and Salary		11,318	11,242	11,313	11,239	11,022	10,791	
%Change				-1.6%	-0.7%	0.6%	-0.6%	-1.9%	-2.1%	
Farm Employment	EMTOT_FARM_OKCRP	Proprietors + Wage and Salary		13,185	13,400	13,214	12,935	12,959	13,020	
%Change				-6.3%	1.6%	-1.4%	-2.1%	0.2%	0.5%	
Unemployment Rate (%) (LAUS)	ELF_UR_OKCRP	Percent		3.9	4.2	3.8	3.3	3.0	3.1	
%Change				-3.6%	8.5%	-8.2%	-14.8%	-9.0%	4.6%	
Labor Force (LAUS)	ELF_LF_OKCRP	Number of Persons		743,075	746,398	751,176	764,103	762,323	770,421	
%Change				2.0%	0.4%	0.6%	1.7%	-0.2%	1.1%	
Number of Workers Unemployed (LAUS)	ELF_UN_OKCRP	Number Unemployed		28,715	31,299	28,911	25,052	22,737	24,026	
%Change				-1.7%	9.0%	-7.6%	-13.3%	-9.2%	5.7%	
Employment (LAUS)	ELF_EMP_OKCRP	Number Employed		714,351	715,098	722,239	739,014	739,586	746,395	
%Change				2.1%	0.1%	1.0%	2.3%	0.1%	0.9%	
Labor Force-Population Ratio	ELF_LFPRATIO_OKCRP	Percent		48.8	48.4	48.4	49.0	48.6	48.7	
%Change				0.6%	-0.7%	-0.1%	1.3%	-0.9%	0.4%	
Employment-Population Ratio	ELF_EMPRATIO_OKCRP	Percent		46.9	46.4	46.5	47.4	47.1	47.2	
%Change				0.7%	-1.0%	0.2%	1.9%	-0.5%	0.2%	
Establishments	ESTAB_TOT_OKCRP	Number of Establishments		44,680	45,361	46,247	46,456	47,314	48,321	
%Change				2.4%	1.5%	2.0%	0.5%	1.8%	2.1%	
Average Establishment Size	ESTAB_TOTAVGSZ_OKCRP	Average Workers per Establishment		15.1	14.8	14.6	14.9	14.8	14.7	
%Change				-1.3%	-2.2%	-1.1%	1.6%	-0.4%	-0.6%	
Personal Income	PI_TOT_OKCRP	Millions of Dollars		67,684.8	67,423.3	71,403.9	76,614.2	80,969.2	85,107.2	
%Change				2.3%	-0.4%	5.9%	7.3%	5.7%	5.1%	
Real Personal Income	PIR_TOT_OKCRP	Millions of 2005 Dollars		28,558.8	28,092.2	29,126.1	30,510.7	31,772.0	32,646.1	
%Change				2.1%	-1.6%	3.7%	4.8%	4.1%	2.8%	
Per Capita Personal Income	PI_PC_OKCRP	Dollars		44,417.8	43,745.2	45,970.8	49,109.2	51,576.7	53,850.2	
%Change				0.9%	-1.5%	5.1%	6.8%	5.0%	4.4%	
Real Per Capita Personal Income	PIR_PC_OKCRP	2005 Dollars		18,741.8	18,227.0	18,751.9	19,557.3	20,238.7	20,656.5	
%Change				0.7%	-2.7%	2.9%	4.3%	3.5%	2.1%	
Share of U.S. Per Capita Personal Income	PI_PCUS_OKCRP	Percent		90.7	87.7	88.9	91.5	92.7	93.1	
%Change				-3.1%	-3.3%	1.3%	3.0%	1.3%	0.4%	
Wage & Salary Income (QCEW)	WAGE_TOT_OKCRP	Millions of Dollars		31,211.6	30,736.0	31,931.4	33,774.8	35,203.8	37,025.5	
%Change				2.4%	-1.5%	3.9%	5.8%	4.2%	5.2%	
Wage & Salary Income per Worker (QCEW)	ERWAGE_TOT_OKCRP	Dollars per Worker		46,185.3	45,786.0	47,175.8	48,896.0	50,219.2	52,042.6	
%Change				1.3%	-0.9%	3.0%	3.6%	2.7%	3.6%	
Retail Sales	BRSale_TOT_OKCRP	Millions of Dollars		24,445.7	23,294.4	24,571.8	27,031.5	28,296.5	29,639.9	
%Change				-0.6%	-4.7%	5.5%	10.0%	4.7%	4.7%	
Real Retail Sales	BRSALER_TOT_OKCRP	Millions of 2005 Dollars		10,314.8	9,706.8	10,022.5	10,765.0	11,103.6	11,369.6	
%Change				-0.7%	-5.9%	3.3%	7.4%	3.1%	2.4%	
Retail Sales Per Capita	BRSale_PC_OKCRP	Dollars		16,042.7	15,114.5	15,819.5	17,327.0	18,024.7	18,754.2	
%Change				-1.9%	-5.8%	4.7%	9.5%	4.0%	4.0%	
Gross Domestic Product	GDP_TOT_OKCRP	Millions of Dollars		82,599.8	78,982.9	83,625.0	90,146.6	94,384.9	100,448.2	
%Change				-3.8%	-4.4%	5.9%	7.8%	4.7%	6.4%	
Real Gross Domestic Product (2005 dollars)	GDPR_TOT_OKCRP	Millions of 2005 Dollars		77,067.9	74,040.2	75,622.9	81,046.5	83,377.8	87,190.0	
%Change				4.0%	-3.9%	2.1%	7.2%	2.9%	4.6%	
GDP per Worker	QRGDP_TOT_OKCRP	Dollars per Worker		122,226.7	117,654.7	123,545.8	130,501.4	134,641.5	141,187.0	
%Change				-4.9%	-3.7%	5.0%	5.6%	3.2%	4.9%	
Population	POPB_TOT_OKCRP	Number of Persons		1,523,857	1,541,260	1,553,207	1,560,040	1,569,844	1,580,408	
%Change				1.4%	1.1%	0.8%	0.4%	0.6%	0.7%	

Source: [RegionTrack.com](https://www.regiontrack.com)

Employment – Top Employers

List of the top 30 Employers in the Oklahoma City MSA.

Rank	Company Name	# Employee	Sector
1	State of Oklahoma	47,300	Government
2	Tinker Air Force Base	24,000	Military
3	University of Oklahoma - Norman	12,700	Higher Education
4	FAA Mike Monroney Aeronautical Center	7,000	Aerospace
5	INTEGRIS Health	6,000	Health Care
6	Hobby Lobby Stores Inc	5,100	Wholesale & Retail
7	University of Oklahoma Health Sciences Center	5,000	Higher Education
8	City of Oklahoma City	4,700	Government
9	Mercy Hospital	4,500	Health Care
10	OGE Energy Corp	3,400	Utility
11	OU Medical Center	3,300	Health Care
12	SSM Health Care of Oklahoma, Inc.	3,000	Health Care
13	University of Central Oklahoma	3,000	Higher Education
14	The Boeing Company	3,000	Aerospace
15	Norman Regional Hospital	2,950	Health Care
16	AT&T	2,700	Telecommunications
17	Devon Energy Corp	2,500	Oil & Gas
18	Paycom	2,500	Technology
19	Sonic Corp	2,460	Wholesale & Retail
20	Oklahoma City Community College	2,100	Higher Education
21	Midfirst Bank	2,000	Finance
22	Chesapeake Energy Corp	1,800	Oil & Gas
23	Dell	1,800	Sales & Business Services
24	UPS	1,800	Transportation
25	Love's Travel Stops & Country Stores	1,800	Retail
26	BancFirst	1,700	Finance
27	Hertz Corporation	1,700	Rental Services
28	Enable Midstream	1,600	Oil & Gas
29	American Fidelity	1,400	Finance/Insurance
30	Cox Communications	1,400	Telecommunications

Source: GreaterOklahomaCity.com

Employment - Public

Recent public sector employment growth is relatively flat as shown below.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
GOVERNMENT										
Government	EMP_GOV_OKCRP	Wage & Salary Workers		139,740	140,174	140,421	140,722	141,512	143,407	
%Change				1.3%	0.3%	0.2%	0.2%	0.6%	1.3%	
Federal Government	EMP_95_OKCRP	Wage & Salary Workers		27,948	28,863	29,340	29,717	29,901	30,573	
%Change				2.0%	3.3%	1.7%	1.3%	0.6%	2.2%	
State & Local Government	EMP_SLGOV_OKCRP	Wage & Salary Workers		111,792	111,311	111,081	111,005	111,611	112,834	
%Change				1.1%	-0.4%	-0.2%	-0.1%	0.5%	1.1%	
State Government	EMP_96_OKCRP	Wage & Salary Workers		50,510	49,610	49,140	48,727	48,866	49,307	
%Change				0.6%	-1.8%	-0.9%	-0.8%	0.3%	0.9%	
Local Government	EMP_97_OKCRP	Wage & Salary Workers		61,282	61,701	61,941	62,277	62,745	63,526	
%Change				1.5%	0.7%	0.4%	0.5%	0.8%	1.2%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Source: RegionTrack.com

Employment-Private

Recent private sector employment growth indicates a positive trend as shown below.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
Total	EMP_TOT_OKCRP	Wage & Salary Workers		675,787	671,321	676,869	690,741	700,983	711,418	
%Change				1.1%	-0.7%	0.8%	2.0%	1.5%	1.5%	
PRIVATE										
Private	EMP_PVT_OKCRP	Wage & Salary Workers		536,048	531,147	536,447	550,019	559,472	568,011	
%Change				1.1%	-0.9%	1.0%	2.5%	1.7%	1.5%	
GOODS-PRODUCING										
Goods-Producing	EMP_GOODS_OKCRP	Wage & Salary Workers		97,775	91,317	93,205	98,044	99,698	100,657	
%Change				-1.4%	-6.6%	2.1%	5.2%	1.7%	1.0%	
Ag., Forest., Fish., Hunt.	EMP_11_OKCRP	Wage & Salary Workers		1,257	1,269	1,218	1,218	1,223	1,230	
%Change				4.4%	1.0%	-4.0%	0.0%	0.4%	0.6%	
Mining	EMP_21_OKCRP	Wage & Salary Workers		21,829	18,000	21,083	24,349	24,751	24,925	
%Change				-8.9%	-17.5%	17.1%	15.5%	1.6%	0.7%	
Construction	EMP_23_OKCRP	Wage & Salary Workers		32,334	32,341	32,761	33,892	35,802	37,445	
%Change				2.1%	0.0%	1.3%	3.5%	5.6%	4.6%	
Manufacturing	EMP_3133_OKCRP	Wage & Salary Workers		42,355	39,707	38,143	38,585	37,923	37,057	
%Change				-0.0%	-6.3%	-3.9%	1.2%	-1.7%	-2.3%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Employment-Private (Continued)

Recent private service sector employment growth indicates a positive trend as shown below.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
SERVICE-PROVIDING										
Service-Providing	EMP_PVTSCS_OKCRP	Wage & Salary Workers		438,273	439,831	443,243	451,976	459,774	467,354	
%Change				1.7%	0.4%	0.8%	2.0%	1.7%	1.6%	
Wholesale and Retail Trade	EMP_WRT_OKCRP	Wage & Salary Workers		103,852	104,072	102,218	101,341	102,125	102,417	
%Change				-0.8%	0.2%	-1.8%	-0.9%	0.8%	0.3%	
Wholesale Trade	EMP_42_OKCRP	Wage & Salary Workers		28,017	27,604	27,512	27,237	27,875	28,084	
%Change				-9.2%	-1.5%	-0.3%	-1.0%	2.3%	0.8%	
Retail Trade	EMP_4445_OKCRP	Wage & Salary Workers		75,835	76,469	74,707	74,103	74,251	74,333	
%Change				2.7%	0.8%	-2.3%	-0.8%	0.2%	0.1%	
Transportation & Utilities	EMP_TU_OKCRP	Wage & Salary Workers		20,760	20,924	22,123	23,434	24,478	24,873	
%Change				15.8%	0.8%	5.7%	5.9%	4.5%	1.6%	
Utilities	EMP_22_OKCRP	Wage & Salary Workers		3,563	3,181	2,979	2,957	2,963	2,957	
%Change				-8.4%	-10.7%	-6.3%	-0.8%	0.2%	-0.2%	
Transportation & Warehousing	EMP_4849_OKCRP	Wage & Salary Workers		17,197	17,743	19,144	20,477	21,515	21,916	
%Change				22.5%	3.2%	7.9%	7.0%	5.1%	1.9%	
Information	EMP_51_OKCRP	Wage & Salary Workers		9,393	9,384	8,836	8,528	8,204	7,848	
%Change				-1.0%	-0.1%	-5.8%	-3.5%	-3.8%	-4.3%	
Financial Activities	EMP_FIN_OKCRP	Wage & Salary Workers		35,284	34,993	35,337	35,425	35,723	35,976	
%Change				0.5%	-0.8%	1.0%	0.2%	0.8%	0.7%	
Finance & Insurance	EMP_52_OKCRP	Wage & Salary Workers		25,683	25,543	25,683	25,512	25,724	25,948	
%Change				1.0%	-0.5%	0.5%	-0.7%	0.8%	0.9%	
Real Estate & Rental and Leasing	EMP_53_OKCRP	Wage & Salary Workers		9,601	9,450	9,654	9,913	9,999	10,028	
%Change				-0.8%	-1.6%	2.2%	2.7%	0.9%	0.3%	
Professional & Business Services	EMP_PBS_OKCRP	Wage & Salary Workers		89,720	87,838	89,303	94,010	95,996	98,666	
%Change				0.6%	-2.1%	1.7%	5.3%	2.1%	2.8%	
Prof., Scient., and Tech. Services	EMP_54_OKCRP	Wage & Salary Workers		34,209	35,332	35,903	37,426	38,165	39,107	
%Change				2.3%	3.3%	1.6%	4.2%	2.0%	2.5%	
Management of Companies	EMP_55_OKCRP	Wage & Salary Workers		9,943	9,896	10,058	10,904	11,308	11,726	
%Change				0.5%	-0.5%	1.6%	8.4%	3.7%	3.7%	
Admin., Support, and Waste Mgt.	EMP_56_OKCRP	Wage & Salary Workers		45,569	42,610	43,342	45,680	46,523	47,834	
%Change				-0.7%	-6.5%	1.7%	5.4%	1.8%	2.8%	
Educational and Health Services	EMP_EDH_OKCRP	Wage & Salary Workers		87,387	88,538	89,069	89,777	91,745	93,998	
%Change				2.4%	1.3%	0.6%	0.8%	2.2%	2.5%	
Education Services	EMP_61_OKCRP	Wage & Salary Workers		8,859	8,752	8,295	8,348	8,448	8,533	
%Change				-1.9%	-1.2%	-5.2%	0.6%	1.2%	1.0%	
Health Care & Social Assistance	EMP_62_OKCRP	Wage & Salary Workers		78,529	79,786	80,775	81,430	83,297	85,465	
%Change				3.0%	1.6%	1.2%	0.8%	2.3%	2.6%	
Leisure & Hospitality	EMP_HOS_OKCRP	Wage & Salary Workers		76,022	78,144	80,237	83,017	84,870	86,820	
%Change				3.6%	2.8%	2.7%	3.5%	2.2%	2.3%	
Arts, Entertain., & Recreation	EMP_71_OKCRP	Wage & Salary Workers		8,767	9,126	9,113	9,228	9,130	9,253	
%Change				9.4%	4.1%	-0.1%	1.3%	-1.1%	1.4%	
Accommodation & Food Services	EMP_72_OKCRP	Wage & Salary Workers		67,255	69,019	71,124	73,789	75,741	77,567	
%Change				2.9%	2.6%	3.1%	3.7%	2.6%	2.4%	
Other Services	EMP_81_OKCRP	Wage & Salary Workers		15,855	15,939	16,119	16,445	16,634	16,757	
%Change				-0.1%	0.5%	1.1%	2.0%	1.1%	0.7%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Source: *RegionTrack.com*

Retail Sales

Retail sales strengthened significantly in 2018 as shown below.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
Retail Sales	BRSALE_TOT_OKCRP	Millions of Dollars		24,445.7	23,294.4	24,571.8	27,031.5	28,296.5	29,639.9	
%Change				-0.6%	-4.7%	5.5%	10.0%	4.7%	4.7%	
Real Retail Sales (2005 dollars)	BRSALE_TOT_OKCRP	Millions of 2005 Dollars		10,314.8	9,706.8	10,022.5	10,765.0	11,103.6	11,369.6	
%Change				-0.7%	-5.9%	3.3%	7.4%	3.1%	2.4%	
Per Capita Retail Sales	BRSALE_PC_OKCRP	Dollars		16,042.7	15,114.5	15,819.5	17,327.0	18,024.7	18,754.2	
%Change				-1.9%	-5.8%	4.7%	9.5%	4.0%	4.0%	
Real Per Capita Retail Sales	BRSALE_PC_OKCRP	2005 Dollars		6,769.3	6,298.3	6,452.6	6,900.3	7,073.0	7,194.0	
%Change				-2.0%	-7.0%	2.4%	6.9%	2.5%	1.7%	
Pull Factor	BRSALE_PULL_OKCRP	Pull Factor		1.20	1.16	1.16	1.15	1.16	1.16	
%Change				-1.7%	-3.4%	-0.4%	-0.3%	0.2%	0.5%	
Potential Sales	BRSALE_POT_OKCRP	Millions of Dollars		20,349.2	20,053.7	21,238.4	23,424.8	24,468.7	25,510.1	
%Change				1.2%	-1.5%	5.9%	10.3%	4.5%	4.3%	
Trade Coverage Area	BRSALE_TRADE_OKCRP	Persons		1,831,542	1,790,204	1,797,388	1,800,272	1,815,449	1,836,219	
%Change				-0.4%	-2.3%	0.4%	0.2%	0.8%	1.1%	
Retail Leakage	BRSALE_LEAK_OKCRP	Millions of Dollars		4,096.5	3,240.6	3,333.4	3,606.8	3,827.8	4,129.8	
%Change				-8.5%	-20.9%	2.9%	8.2%	6.1%	7.9%	
Buying Power Index	BRSALE_BPI_OKCRP	Index		41.536	42.497	42.572	43.474	43.730	43.873	
%Change				3.1%	2.3%	0.2%	2.1%	0.6%	0.3%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Source: RegionTrack.com

Total Employment by Industry & Type of Worker (BEA)

Total employment by Industry is summarized as follows.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
Total	EMTOT_TOT_OKCRP	Proprietors + Wage and Salary		952,009	956,334	966,745	981,859	997,566	1,014,227	
%Change				1.2%	0.5%	1.1%	1.6%	1.6%	1.7%	
Wage & Salary	EMTOT_WS_OKCRP	Wage and Salary Workers		718,528	713,440	718,154	728,516	737,618	745,792	
%Change				0.9%	-0.7%	0.7%	1.4%	1.2%	1.1%	
Proprietors	EMTOT_PROP_OKCRP	Proprietors		233,481	242,894	248,591	253,344	259,948	268,435	
%Change				2.2%	4.0%	2.3%	1.9%	2.6%	3.3%	
Farm Proprietors	EMTOT_PROPFARM_OKCRP	Proprietors		12,351	12,336	12,209	12,166	12,268	12,363	
%Change				-2.5%	-0.1%	-1.0%	-0.4%	0.8%	0.8%	
Non-Farm Proprietors	EMTOT_PROPNFARM_OKCRP	Proprietors		221,130	230,558	236,382	241,178	247,680	256,073	
%Change				2.4%	4.3%	2.5%	2.0%	2.7%	3.4%	
PRIVATE										
Private	EMTOT_PVT_OKCRP	Proprietors + Wage and Salary		782,503	786,865	797,962	827,010	842,923	858,828	
%Change				1.5%	0.6%	1.4%	3.6%	1.9%	1.9%	
GOVERNMENT										
Government	EMTOT_GOV_OKCRP	Wage and Salary		156,321	156,069	155,569	154,850	154,644	155,399	
%Change				0.5%	-0.2%	-0.3%	-0.5%	-0.1%	0.5%	
Military	EMTOT_MIL_OKCRP	Proprietors + Wage and Salary		11,318	11,242	11,313	11,239	11,022	10,791	
%Change				-1.6%	-0.7%	0.6%	-0.6%	-1.9%	-2.1%	
Federal Government	EMTOT_95_OKCRP	Proprietors + Wage and Salary		27,982	28,904	29,390	29,505	29,880	30,423	
%Change				2.0%	3.3%	1.7%	0.4%	1.3%	1.8%	
State & Local Government	EMTOT_SLGOV_OKCRP	Wage and Salary		117,021	115,923	114,866	114,105	113,742	114,185	
%Change				0.3%	-0.9%	-0.9%	-0.7%	-0.3%	0.4%	
State Government	EMTOT_96_OKCRP	Proprietors + Wage and Salary		55,714	54,437	53,893	53,080	52,256	52,245	
%Change				-0.5%	-2.3%	-1.0%	-1.5%	-1.6%	-0.0%	
Local Government	EMTOT_97_OKCRP	Proprietors + Wage and Salary		61,307	61,486	60,973	61,025	61,487	61,940	
%Change				1.1%	0.3%	-0.8%	0.1%	0.8%	0.7%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Source: RegionTrack.com

Private wage and Salary Employment by Industry (QCEW)

Private wage and Salary Employment by Industry is summarized as follows.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
Total	EMP_TOT_OKCRP	Wage & Salary Workers		675,787	671,321	676,869	690,741	700,983	711,418	
%Change				1.1%	-0.7%	0.8%	2.0%	1.5%	1.5%	
PRIVATE										
Private	EMP_PVT_OKCRP	Wage & Salary Workers		536,048	531,147	536,447	550,019	559,472	568,011	
%Change				1.1%	-0.9%	1.0%	2.5%	1.7%	1.5%	
GOODS-PRODUCING										
Goods-Producing	EMP_GOODS_OKCRP	Wage & Salary Workers		97,775	91,317	93,205	98,044	99,698	100,657	
%Change				-1.4%	-6.6%	2.1%	5.2%	1.7%	1.0%	
Ag., Forest., Fish., Hunt.	EMP_11_OKCRP	Wage & Salary Workers		1,257	1,269	1,218	1,218	1,223	1,230	
%Change				4.4%	1.0%	-4.0%	0.0%	0.4%	0.6%	
Mining	EMP_21_OKCRP	Wage & Salary Workers		21,829	18,000	21,083	24,349	24,751	24,925	
%Change				-8.9%	-17.5%	17.1%	15.5%	1.6%	0.7%	
Construction	EMP_23_OKCRP	Wage & Salary Workers		32,334	32,341	32,761	33,892	35,802	37,445	
%Change				2.1%	0.0%	1.3%	3.5%	5.6%	4.6%	
Manufacturing	EMP_3133_OKCRP	Wage & Salary Workers		42,355	39,707	38,143	38,585	37,923	37,057	
%Change				-0.0%	-6.3%	-3.9%	1.2%	-1.7%	-2.3%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Source: RegionTrack.com

Continued next page

Private Wage and Salary Employment by Industry (QCEW) continued

Private wage and Salary Employment by Industry is summarized as follows.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
SERVICE-PROVIDING										
Service-Providing	EMP_PVTSVCS_OKCRP	Wage & Salary Workers		438,273	439,831	443,243	451,976	459,774	467,354	
%Change				1.7%	0.4%	0.8%	2.0%	1.7%	1.6%	
Wholesale and Retail Trade	EMP_WRT_OKCRP	Wage & Salary Workers		103,852	104,072	102,218	101,341	102,125	102,417	
%Change				-0.8%	0.2%	-1.8%	-0.9%	0.8%	0.3%	
Wholesale Trade	EMP_42_OKCRP	Wage & Salary Workers		28,017	27,604	27,512	27,237	27,875	28,084	
%Change				-9.2%	-1.5%	-0.3%	-1.0%	2.3%	0.8%	
Retail Trade	EMP_4445_OKCRP	Wage & Salary Workers		75,835	76,469	74,707	74,103	74,251	74,333	
%Change				2.7%	0.8%	-2.3%	-0.8%	0.2%	0.1%	
Transportation & Utilities	EMP_TU_OKCRP	Wage & Salary Workers		20,760	20,924	22,123	23,434	24,478	24,873	
%Change				15.8%	0.8%	5.7%	5.9%	4.5%	1.6%	
Utilities	EMP_22_OKCRP	Wage & Salary Workers		3,563	3,181	2,979	2,957	2,963	2,957	
%Change				-8.4%	-10.7%	-6.3%	-0.8%	0.2%	-0.2%	
Transportation & Warehousing	EMP_4849_OKCRP	Wage & Salary Workers		17,197	17,743	19,144	20,477	21,515	21,916	
%Change				22.5%	3.2%	7.9%	7.0%	5.1%	1.9%	
Information	EMP_51_OKCRP	Wage & Salary Workers		9,393	9,384	8,836	8,528	8,204	7,848	
%Change				-1.0%	-0.1%	-5.8%	-3.5%	-3.8%	-4.3%	
Financial Activities	EMP_FIN_OKCRP	Wage & Salary Workers		35,284	34,993	35,337	35,425	35,723	35,976	
%Change				0.5%	-0.8%	1.0%	0.2%	0.8%	0.7%	
Finance & Insurance	EMP_52_OKCRP	Wage & Salary Workers		25,683	25,543	25,683	25,512	25,724	25,948	
%Change				1.0%	-0.5%	0.5%	-0.7%	0.8%	0.9%	
Real Estate & Rental and Leasing	EMP_53_OKCRP	Wage & Salary Workers		9,601	9,450	9,654	9,913	9,999	10,028	
%Change				-0.8%	-1.6%	2.2%	2.7%	0.9%	0.3%	
Professional & Business Services	EMP_PBS_OKCRP	Wage & Salary Workers		89,720	87,838	89,303	94,010	95,996	98,666	
%Change				0.6%	-2.1%	1.7%	5.3%	2.1%	2.8%	
Prof., Scient., and Tech. Services	EMP_54_OKCRP	Wage & Salary Workers		34,209	35,332	35,903	37,426	38,165	39,107	
%Change				2.3%	3.3%	1.6%	4.2%	2.0%	2.5%	
Management of Companies	EMP_55_OKCRP	Wage & Salary Workers		9,943	9,896	10,058	10,904	11,308	11,726	
%Change				0.5%	-0.5%	1.6%	8.4%	3.7%	3.7%	
Admin., Support, and Waste Mgt.	EMP_56_OKCRP	Wage & Salary Workers		45,569	42,610	43,342	45,680	46,523	47,834	
%Change				-0.7%	-6.5%	1.7%	5.4%	1.8%	2.8%	
Educational and Health Services	EMP_EDH_OKCRP	Wage & Salary Workers		87,387	88,538	89,069	89,777	91,745	93,998	
%Change				2.4%	1.3%	0.6%	0.8%	2.2%	2.5%	
Education Services	EMP_61_OKCRP	Wage & Salary Workers		8,859	8,752	8,295	8,348	8,448	8,533	
%Change				-1.9%	-1.2%	-5.2%	0.6%	1.2%	1.0%	
Health Care & Social Assistance	EMP_62_OKCRP	Wage & Salary Workers		78,529	79,786	80,775	81,430	83,297	85,465	
%Change				3.0%	1.6%	1.2%	0.8%	2.3%	2.6%	
Leisure & Hospitality	EMP_HOS_OKCRP	Wage & Salary Workers		76,022	78,144	80,237	83,017	84,870	86,820	
%Change				3.6%	2.8%	2.7%	3.5%	2.2%	2.3%	
Arts, Entertain., & Recreation	EMP_71_OKCRP	Wage & Salary Workers		8,767	9,126	9,113	9,228	9,130	9,253	
%Change				9.4%	4.1%	-0.1%	1.3%	-1.1%	1.4%	
Accommodation & Food Services	EMP_72_OKCRP	Wage & Salary Workers		67,255	69,019	71,124	73,789	75,741	77,567	
%Change				2.9%	2.6%	3.1%	3.7%	2.6%	2.4%	
Other Services	EMP_81_OKCRP	Wage & Salary Workers		15,855	15,939	16,119	16,445	16,634	16,757	
%Change				-0.1%	0.5%	1.1%	2.0%	1.1%	0.7%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Source: RegionTrack.com

Public Wage and Salary Employment by Industry (QCEW) continued

Public wage and Salary Employment by Industry is summarized as follows.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
GOVERNMENT										
Government	EMP_GOV_OKCRP	Wage & Salary Workers		139,740	140,174	140,421	140,722	141,512	143,407	
%Change				1.3%	0.3%	0.2%	0.2%	0.6%	1.3%	
Federal Government	EMP_95_OKCRP	Wage & Salary Workers		27,948	28,863	29,340	29,717	29,901	30,573	
%Change				2.0%	3.3%	1.7%	1.3%	0.6%	2.2%	
State & Local Government	EMP_SLGOV_OKCRP	Wage & Salary Workers		111,792	111,311	111,081	111,005	111,611	112,834	
%Change				1.1%	-0.4%	-0.2%	-0.1%	0.5%	1.1%	
State Government	EMP_96_OKCRP	Wage & Salary Workers		50,510	49,610	49,140	48,727	48,866	49,307	
%Change				0.6%	-1.8%	-0.9%	-0.8%	0.3%	0.9%	
Local Government	EMP_97_OKCRP	Wage & Salary Workers		61,282	61,701	61,941	62,277	62,745	63,526	
%Change				1.5%	0.7%	0.4%	0.5%	0.8%	1.2%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Source: RegionTrack.com

Personal Income

Personal income growth is very strong as shown below.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
Personal Income	PI_TOT_OKCRP	Millions of Dollars		67,684.8	67,423.3	71,403.9	76,614.2	80,969.2	85,107.2	
%Change				2.3%	-0.4%	5.9%	7.3%	5.7%	5.1%	
Real Personal Income	PIR_TOT_OKCRP	Millions of 2005 Dollars		28,558.8	28,092.2	29,126.1	30,510.7	31,772.0	32,646.1	
%Change				2.1%	-1.6%	3.7%	4.8%	4.1%	2.8%	
Share of Oklahoma Per Capita Income (%)	PI_PCOK_OKCRP	Percent		100.6	104.0	103.6	106.2	106.2	105.6	
%Change				3.9%	3.4%	-0.4%	2.5%	-0.0%	-0.6%	
Share of U.S. Per Capita Income (%)	PI_PCUS_OKCRP	Percent		90.7	87.7	88.9	91.5	92.7	93.1	
%Change				-3.1%	-3.3%	1.3%	3.0%	1.3%	0.4%	
Per Capita Personal Income	PI_PC_OKCRP	Dollars		44,417.8	43,745.2	45,970.8	49,109.2	51,576.7	53,850.2	
%Change				0.9%	-1.5%	5.1%	6.8%	5.0%	4.4%	
Real Per Capita Personal Income	PIR_PC_OKCRP	2005 Dollars		18,741.8	18,227.0	18,751.9	19,557.3	20,238.7	20,656.5	
%Change				0.7%	-2.7%	2.9%	4.3%	3.5%	2.1%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Source: RegionTrack.com

GDP Per Worker by Industry

GDP Per Worker by Industry strengthened considerably in 2017 and 2018 as shown below.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
GDP per Worker	QRGDP_TOT_OKCRP	Dollars per Worker		122,226.7	117,654.7	123,545.8	130,501.4	134,641.5	141,187.0	
%Change				-4.9%	-3.7%	5.0%	5.6%	3.2%	4.9%	
Real GDP per Worker (2005 dollars)	QRGDPR_TOT_OKCRP	2005 Dollars per Worker		114,040.1	110,288.9	111,727.5	117,330.2	118,941.5	122,554.2	
%Change				2.8%	-3.3%	1.3%	5.0%	1.4%	3.0%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Source: RegionTrack.com

GDP by Industry













































GDP by Industry shows a strong recovery trend since 2017.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
Gross Domestic Product	GDP_TOT_OKCRP	Millions of Dollars		82,599.8	78,982.9	83,625.0	90,146.6	94,384.9	100,448.2	
%Change				-3.8%	-4.4%	5.9%	7.8%	4.7%	6.4%	
Real GDP (2005 dollars)	GDP_R_TOT_OKCRP	Millions of 2005 Dollars		77,067.9	74,040.2	75,622.9	81,046.5	83,377.8	87,190.0	
%Change				4.0%	-3.9%	2.1%	7.2%	2.9%	4.6%	
GDP per Worker	QRGDP_TOT_OKCRP	Dollars per Worker		122,226.7	117,654.7	123,545.8	130,501.4	134,641.5	141,187.0	
%Change				-4.9%	-3.7%	5.0%	5.6%	3.2%	4.9%	
PRIVATE										
Private	GDP_PVT_OKCRP	Millions of Dollars		69,015.8	65,004.3	69,435.5	74,978.6	78,487.8	83,609.9	
%Change				-5.2%	-5.8%	6.8%	8.0%	4.7%	6.5%	
GOODS-PRODUCING										
Goods-Producing	GDP_GOODS_OKCRP	Millions of Dollars		22,136.5	17,291.4	20,037.9	22,563.1	23,135.7	25,063.1	
%Change				-17.6%	-21.9%	15.9%	12.6%	2.5%	8.3%	
Farm	GDP_FARM_OKCRP	Millions of Dollars		280.1	246.0	241.6	260.4	264.8	270.8	
%Change				-5.7%	-12.2%	-1.8%	7.8%	1.7%	2.3%	
Ag., Forest., Fish., Hunt.	GDP_11_OKCRP	Millions of Dollars		33.5	34.6	30.9	28.8	28.7	29.3	
%Change				13.3%	3.4%	-10.6%	-6.9%	-0.2%	1.8%	
Mining	GDP_21_OKCRP	Millions of Dollars		12,955.7	8,781.9	11,554.9	13,401.8	13,674.5	15,269.6	
%Change				-27.4%	-32.2%	31.6%	16.0%	2.0%	11.7%	
Construction	GDP_23_OKCRP	Millions of Dollars		3,183.9	3,158.2	3,230.9	3,394.6	3,591.9	3,802.1	
%Change				1.8%	-0.8%	2.3%	5.1%	5.8%	5.9%	
Manufacturing	GDP_3133_OKCRP	Millions of Dollars		5,683.4	5,070.6	4,979.6	5,477.5	5,575.8	5,691.3	
%Change				1.9%	-10.8%	-1.8%	10.0%	1.8%	2.1%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Source: *RegionTrack.com*

Continued

GDP by Industry (Continued)

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
SERVICE-PROVIDING										
Service-Providing	GDP_PVTSVCS_OKCRP	Millions of Dollars		46,879.3	47,713.0	49,397.7	52,415.5	55,352.0	58,546.8	
%Change				2.1%	1.8%	3.5%	6.1%	5.6%	5.8%	
Wholesale and Retail Trade	GDP_WRT_OKCRP	Millions of Dollars		9,938.3	9,871.6	10,198.3	10,787.5	11,257.8	11,761.2	
%Change				-0.9%	-0.7%	3.3%	5.8%	4.4%	4.5%	
Wholesale Trade	GDP_42_OKCRP	Millions of Dollars		5,060.5	4,911.3	5,198.6	5,647.6	5,946.8	6,261.4	
%Change				-3.1%	-2.9%	5.8%	8.6%	5.3%	5.3%	
Retail Trade	GDP_4445_OKCRP	Millions of Dollars		4,877.8	4,960.3	4,999.7	5,139.9	5,311.0	5,499.7	
%Change				1.5%	1.7%	0.8%	2.8%	3.3%	3.6%	
Transportation & Utilities	GDP_TU_OKCRP	Millions of Dollars		4,142.7	4,320.7	4,732.9	5,302.4	5,748.8	6,196.4	
%Change				-6.2%	4.3%	9.5%	12.0%	8.4%	7.8%	
Utilities	GDP_22_OKCRP	Millions of Dollars		1,223.5	1,231.9	1,349.3	1,582.7	1,695.4	1,835.6	
%Change				-35.8%	0.7%	9.5%	17.3%	7.1%	8.3%	
Transportation & Warehousing	GDP_4849_OKCRP	Millions of Dollars		2,919.2	3,088.8	3,383.6	3,719.7	4,053.5	4,360.8	
%Change				16.3%	5.8%	9.5%	9.9%	9.0%	7.6%	
Information	GDP_51_OKCRP	Millions of Dollars		1,870.3	2,041.0	1,953.7	1,980.8	2,020.1	2,058.6	
%Change				8.1%	9.1%	-4.3%	1.4%	2.0%	1.9%	
Financial Activities	GDP_FIN_OKCRP	Millions of Dollars		12,132.5	12,297.1	12,888.2	13,558.0	14,480.9	15,448.2	
%Change				3.8%	1.4%	4.8%	5.2%	6.8%	6.7%	
Finance & Insurance	GDP_52_OKCRP	Millions of Dollars		3,336.3	3,401.1	3,503.2	3,642.4	3,770.2	3,910.3	
%Change				0.8%	1.9%	3.0%	4.0%	3.5%	3.7%	
Real Estate & Rental and Leasing	GDP_53_OKCRP	Millions of Dollars		8,796.1	8,896.0	9,385.0	9,915.6	10,710.7	11,537.9	
%Change				5.0%	1.1%	5.5%	5.7%	8.0%	7.7%	
Professional & Business Services	GDP_PBS_OKCRP	Millions of Dollars		7,598.1	7,586.4	7,914.0	8,570.4	8,998.1	9,550.3	
%Change				2.1%	-0.2%	4.3%	8.3%	5.0%	6.1%	
Prof., Scient., and Tech. Services	GDP_54_OKCRP	Millions of Dollars		3,692.2	3,871.5	4,092.1	4,372.7	4,522.4	4,728.5	
%Change				4.0%	4.9%	5.7%	6.9%	3.4%	4.6%	
Management of Companies	GDP_55_OKCRP	Millions of Dollars		1,181.7	1,241.9	1,163.6	1,298.6	1,412.6	1,553.6	
%Change				5.4%	5.1%	-6.3%	11.6%	8.8%	10.0%	
Admin., Support, and Waste Mgt.	GDP_56_OKCRP	Millions of Dollars		2,724.1	2,473.1	2,658.2	2,899.1	3,063.2	3,268.2	
%Change				-1.7%	-9.2%	7.5%	9.1%	5.7%	6.7%	
Educational and Health Services	GDP_EDH_OKCRP	Millions of Dollars		6,227.7	6,422.4	6,546.5	6,795.5	7,122.6	7,503.8	
%Change				5.8%	3.1%	1.9%	3.8%	4.8%	5.4%	
Education Services	GDP_61_OKCRP	Millions of Dollars		465.3	487.5	478.0	499.5	527.8	558.6	
%Change				-10.2%	4.8%	-1.9%	4.5%	5.7%	5.8%	
Health Care & Social Assistance	GDP_62_OKCRP	Millions of Dollars		5,762.4	5,934.9	6,068.5	6,296.0	6,594.8	6,945.1	
%Change				7.3%	3.0%	2.3%	3.7%	4.7%	5.3%	
Leisure & Hospitality	GDP_HOS_OKCRP	Millions of Dollars		3,166.4	3,301.7	3,222.3	3,396.2	3,628.2	3,860.5	
%Change				6.0%	4.3%	-2.4%	5.4%	6.8%	6.4%	
Arts, Entertain., & Recreation	GDP_71_OKCRP	Millions of Dollars		757.4	835.8	705.8	745.9	824.1	893.2	
%Change				14.1%	10.3%	-15.6%	5.7%	10.5%	8.4%	
Accommodation & Food Services	GDP_72_OKCRP	Millions of Dollars		2,409.0	2,465.9	2,516.5	2,650.3	2,804.1	2,967.4	
%Change				3.7%	2.4%	2.1%	5.3%	5.8%	5.8%	
Other Services	GDP_81_OKCRP	Millions of Dollars		1,803.4	1,872.2	1,941.8	2,024.7	2,095.4	2,167.9	
%Change				2.9%	3.8%	3.7%	4.3%	3.5%	3.5%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Source: RegionTrack.com

Continued

GDP by Industry (Continued)

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
GOVERNMENT										
Government	GDP_GOV_OKCRP	Millions of Dollars		13,583.9	13,978.5	14,189.5	15,168.1	15,897.2	16,838.3	
%Change				3.8%	2.9%	1.5%	6.9%	4.8%	5.9%	
Military	GDP_MIL_OKCRP	Millions of Dollars		817.5	828.0	833.6	847.9	869.2	891.2	
%Change				-2.7%	1.3%	0.7%	1.7%	2.5%	2.5%	
Federal Government	GDP_95_OKCRP	Millions of Dollars		3,471.8	3,636.8	3,666.9	3,787.7	3,896.2	4,263.2	
%Change				5.1%	4.8%	0.8%	3.3%	2.9%	9.4%	
State & Local Government	GDP_SLGOV_OKCRP	Millions of Dollars		9,294.7	9,513.7	9,689.0	10,532.5	11,131.8	11,683.9	
%Change				4.0%	2.4%	1.8%	8.7%	5.7%	5.0%	
State Government	GDP_96_OKCRP	Millions of Dollars		4,558.0	4,722.4	4,845.8	5,418.8	5,702.9	5,978.2	
%Change				3.6%	3.6%	2.6%	11.8%	5.2%	4.8%	
Local Government	GDP_97_OKCRP	Millions of Dollars		4,736.7	4,791.3	4,843.1	5,113.7	5,428.9	5,705.7	
%Change				4.3%	1.2%	1.1%	5.6%	6.2%	5.1%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Source: RegionTrack.com

Wage and Salary Income by Industry (QCEW)

Wage and Salary Income by Industry is summarized as follows.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
Total	WAGE_TOT_OKCRP	Millions of Dollars		31,211.6	30,736.0	31,931.4	33,774.8	35,203.8	37,025.5	
%Change				2.4%	-1.5%	3.9%	5.8%	4.2%	5.2%	
PRIVATE										
Private	WAGE_PVT_OKCRP	Millions of Dollars		24,433.2	23,792.3	24,929.2	26,513.8	27,613.2	29,042.0	
%Change				2.2%	-2.6%	4.8%	6.4%	4.1%	5.2%	
GOODS-PRODUCING										
Goods-Producing	WAGE_GOODS_OKCRP	Millions of Dollars		6,569.6	5,740.5	6,240.0	6,864.6	7,089.9	7,445.7	
%Change				1.3%	-12.6%	8.7%	10.0%	3.3%	5.0%	
Ag., Forest., Fish., Hunt.	WAGE_11_OKCRP	Millions of Dollars		50.3	49.2	46.8	47.6	48.9	51.3	
%Change				12.0%	-2.3%	-4.8%	1.6%	2.9%	4.8%	
Mining	WAGE_21_OKCRP	Millions of Dollars		2,726.1	2,015.5	2,452.4	2,824.9	2,893.0	3,069.4	
%Change				0.3%	-26.1%	21.7%	15.2%	2.4%	6.1%	
Construction	WAGE_23_OKCRP	Millions of Dollars		1,533.2	1,562.2	1,647.8	1,782.2	1,925.9	2,087.6	
%Change				5.1%	1.9%	5.5%	8.2%	8.1%	8.4%	
Manufacturing	WAGE_3133_OKCRP	Millions of Dollars		2,260.0	2,113.7	2,093.0	2,210.0	2,222.1	2,237.5	
%Change				-0.0%	-6.5%	-1.0%	5.6%	0.5%	0.7%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Source: RegionTrack.com

Wage and Salary Income by Industry (QCEW) continued

Wage and Salary Income by Industry is summarized as follows.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
SERVICE-PROVIDING										
Service-Providing	WAGE_PVTSVCS_OKCRP	Millions of Dollars		17,863.6	18,051.8	18,689.2	19,649.2	20,523.4	21,596.3	
%Change				2.6%	1.1%	3.5%	5.1%	4.4%	5.2%	
Wholesale and Retail Trade	WAGE_WRT_OKCRP	Millions of Dollars		3,774.1	3,741.1	3,799.8	3,937.1	4,059.4	4,204.3	
%Change				-0.7%	-0.9%	1.6%	3.6%	3.1%	3.6%	
Wholesale Trade	WAGE_42_OKCRP	Millions of Dollars		1,620.5	1,558.9	1,618.9	1,700.9	1,774.4	1,851.0	
%Change				-5.4%	-3.8%	3.9%	5.1%	4.3%	4.3%	
Retail Trade	WAGE_4445_OKCRP	Millions of Dollars		2,153.6	2,182.2	2,180.9	2,236.2	2,285.0	2,353.3	
%Change				3.2%	1.3%	-0.1%	2.5%	2.2%	3.0%	
Transportation & Utilities	WAGE_TU_OKCRP	Millions of Dollars		1,101.5	1,109.1	1,239.1	1,322.5	1,414.5	1,488.4	
%Change				-7.1%	0.7%	11.7%	6.7%	7.0%	5.2%	
Utilities	WAGE_22_OKCRP	Millions of Dollars		308.6	294.9	300.1	266.2	276.9	293.0	
%Change				-38.8%	-4.4%	1.8%	-11.3%	4.0%	5.8%	
Transportation & Warehousing	WAGE_4849_OKCRP	Millions of Dollars		792.9	814.1	939.0	1,056.4	1,137.7	1,195.3	
%Change				16.4%	2.7%	15.3%	12.5%	7.7%	5.1%	
Information	WAGE_51_OKCRP	Millions of Dollars		506.1	521.9	504.6	489.0	486.8	481.8	
%Change				-1.8%	3.1%	-3.3%	-3.1%	-0.5%	-1.0%	
Financial Activities	WAGE_FIN_OKCRP	Millions of Dollars		1,985.5	1,989.8	2,085.6	2,149.0	2,236.7	2,337.9	
%Change				2.4%	0.2%	4.8%	3.0%	4.1%	4.5%	
Finance & Insurance	WAGE_52_OKCRP	Millions of Dollars		1,560.3	1,586.4	1,657.2	1,700.2	1,766.9	1,849.0	
%Change				1.9%	1.7%	4.5%	2.6%	3.9%	4.6%	
Real Estate & Rental and Leasing	WAGE_53_OKCRP	Millions of Dollars		425.2	403.4	428.4	448.8	469.8	488.9	
%Change				3.9%	-5.1%	6.2%	4.8%	4.7%	4.1%	
Professional & Business Services	WAGE_PBS_OKCRP	Millions of Dollars		4,505.5	4,510.6	4,731.9	5,138.6	5,359.6	5,717.5	
%Change				3.9%	0.1%	4.9%	8.6%	4.3%	6.7%	
Prof., Scient., and Tech. Services	WAGE_54_OKCRP	Millions of Dollars		2,088.9	2,201.2	2,324.3	2,451.6	2,515.0	2,651.2	
%Change				4.0%	5.4%	5.6%	5.5%	2.6%	5.4%	
Management of Companies	WAGE_55_OKCRP	Millions of Dollars		800.9	837.7	823.0	932.0	998.8	1,093.4	
%Change				6.7%	4.6%	-1.8%	13.2%	7.2%	9.5%	
Admin., Support, and Waste Mgt.	WAGE_56_OKCRP	Millions of Dollars		1,615.7	1,471.6	1,584.5	1,755.1	1,845.8	1,972.8	
%Change				2.5%	-8.9%	7.7%	10.8%	5.2%	6.9%	
Educational and Health Services	WAGE_EDH_OKCRP	Millions of Dollars		4,036.0	4,136.8	4,227.2	4,353.8	4,566.5	4,832.1	
%Change				6.0%	2.5%	2.2%	3.0%	4.9%	5.8%	
Education Services	WAGE_61_OKCRP	Millions of Dollars		285.6	302.0	299.1	306.1	321.0	338.0	
%Change				-8.9%	5.8%	-1.0%	2.4%	4.8%	5.3%	
Health Care & Social Assistance	WAGE_62_OKCRP	Millions of Dollars		3,750.4	3,834.8	3,928.2	4,047.7	4,245.5	4,494.1	
%Change				7.3%	2.2%	2.4%	3.0%	4.9%	5.9%	
Leisure & Hospitality	WAGE_HOS_OKCRP	Millions of Dollars		1,418.8	1,487.4	1,521.8	1,655.6	1,769.7	1,876.9	
%Change				8.5%	4.8%	2.3%	8.8%	6.9%	6.1%	
Arts, Entertainment, & Recreation	WAGE_71_OKCRP	Millions of Dollars		335.2	364.4	356.7	414.7	465.0	502.1	
%Change				19.2%	8.7%	-2.1%	16.3%	12.1%	8.0%	
Accommodation & Food Services	WAGE_72_OKCRP	Millions of Dollars		1,083.7	1,123.0	1,165.1	1,240.9	1,304.7	1,374.8	
%Change				5.6%	3.6%	3.8%	6.5%	5.1%	5.4%	
Other Services	WAGE_81_OKCRP	Millions of Dollars		536.1	555.1	579.1	603.6	630.2	657.5	
%Change				3.0%	3.5%	4.3%	4.2%	4.4%	4.3%	
Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann

Source: [RegionTrack.com](https://www.regiontrack.com)

Wage and Salary Income by Industry (QCEW) continued

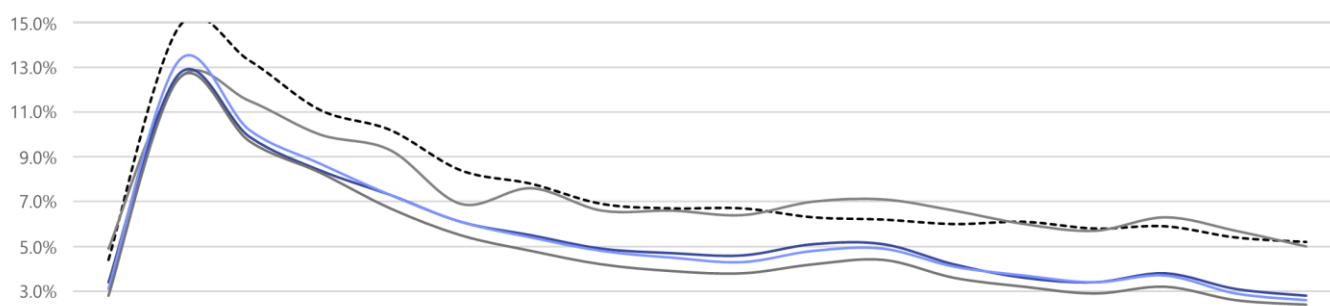
Wage and Salary Income by Industry is summarized as follows.

Industry	Series	Units	5-yr Qtr	2015	2016	2017	2018	2019	2020	20-yr Ann
GOVERNMENT										
Government	WAGE_GOV_OKCRP	Millions of Dollars		6,778.4	6,943.7	7,002.2	7,261.0	7,590.6	7,983.6	
%Change				2.9%	2.4%	0.8%	3.7%	4.5%	5.2%	
Federal Government	WAGE_95_OKCRP	Millions of Dollars		2,014.4	2,086.2	2,171.5	2,222.9	2,269.6	2,441.0	
%Change				2.6%	3.6%	4.1%	2.4%	2.1%	7.6%	
State & Local Government	WAGE_SLGOV_OKCRP	Millions of Dollars		4,763.9	4,857.5	4,830.7	5,038.1	5,321.0	5,542.6	
%Change				3.1%	2.0%	-0.6%	4.3%	5.6%	4.2%	
State Government	WAGE_96_OKCRP	Millions of Dollars		2,332.4	2,407.8	2,369.6	2,450.7	2,566.0	2,667.5	
%Change				2.8%	3.2%	-1.6%	3.4%	4.7%	4.0%	
Local Government	WAGE_97_OKCRP	Millions of Dollars		2,431.6	2,449.7	2,461.1	2,587.3	2,755.0	2,875.0	
%Change				3.4%	0.7%	0.5%	5.1%	6.5%	4.4%	

UNEMPLOYMENT

The following graphs charts the trailing 18 months and trailing 10 years unemployment rate for the United States, West South Central Division, Oklahoma, Oklahoma City, OK MSA, and Cleveland County.

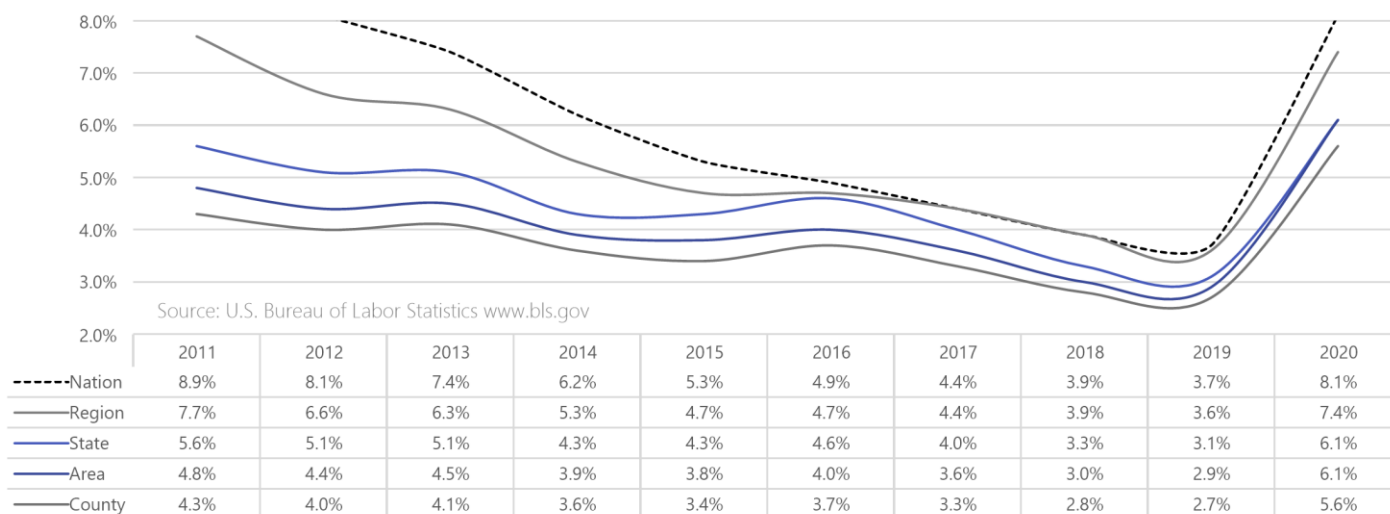
MONTHLY UNEMPLOYMENT RATE (18 MONTHS)



Source: U.S. Bureau of Labor Statistics

	Mar	Apr	May	Jun	Jul	2020 Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	2021 Aug
-----Nation	4.4%	14.8%	13.3%	11.1%	10.2%	8.4%	7.8%	6.9%	6.7%	6.7%	6.3%	6.2%	6.0%	6.1%	5.8%	5.9%	5.4%	5.2%
-----Region	4.9%	12.5%	11.5%	10.0%	9.3%	6.9%	7.6%	6.6%	6.6%	6.4%	7.0%	7.1%	6.6%	6.0%	5.7%	6.3%	5.7%	5.0%
-----State	3.4%	12.7%	9.9%	8.4%	7.3%	6.1%	5.5%	4.9%	4.7%	4.6%	5.1%	5.1%	4.2%	3.6%	3.4%	3.8%	3.1%	2.8%
-----Area	3.1%	13.3%	10.2%	8.7%	7.3%	6.1%	5.4%	4.8%	4.5%	4.3%	4.8%	4.9%	4.1%	3.7%	3.4%	3.7%	2.9%	2.6%
-----County	2.8%	12.5%	9.7%	8.3%	6.7%	5.5%	4.8%	4.2%	3.9%	3.8%	4.2%	4.4%	3.6%	3.2%	2.9%	3.2%	2.6%	2.4%

ANNUAL UNEMPLOYMENT RATE (10 YEARS)

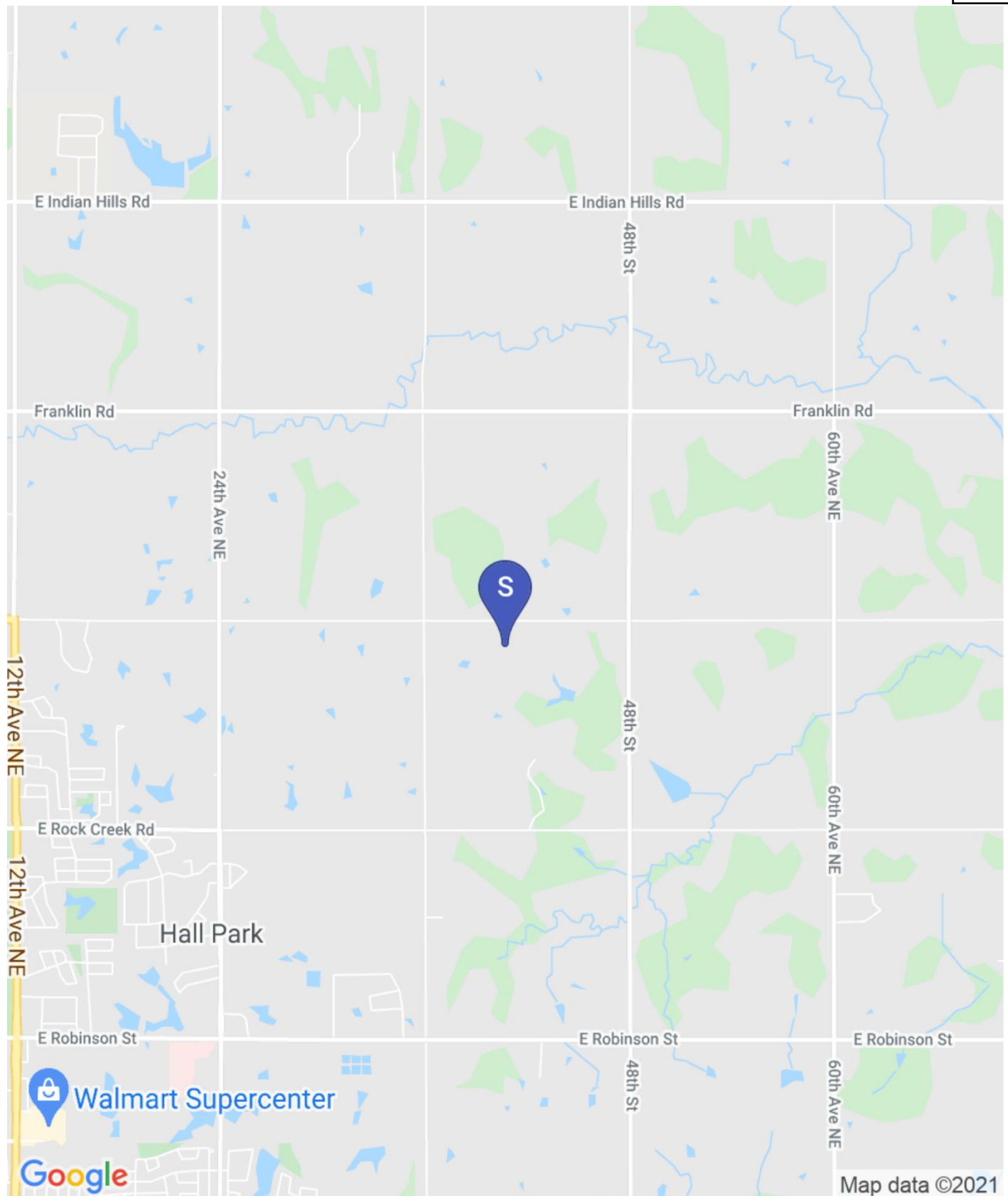


EMPLOYMENT

The following chart shows the trailing 10 years employment for the state of Oklahoma, Oklahoma City, OK MSA, and Cleveland County.

STATE & REGIONAL EMPLOYMENT						
YEAR	STATE	% CHG.	AREA	% CHG.	COUNTY	% CHG.
2011	1,668,235	1.1%	598,610	1.8%	127,115	2.2%
2012	1,703,624	2.1%	613,875	2.5%	130,292	2.4%
2013	1,707,220	0.2%	619,987	1.0%	131,213	0.7%
2014	1,719,826	0.7%	625,865	0.9%	130,898	(0.2%)
2015	1,750,501	1.8%	638,319	2.0%	133,326	1.8%
2016	1,743,225	(0.4%)	638,621	0.0%	133,913	0.4%
2017	1,757,627	0.8%	646,498	1.2%	135,022	0.8%
2018	1,778,445	1.2%	659,529	2.0%	137,546	1.8%
2019	1,788,375	0.6%	668,939	1.4%	139,496	1.4%
2020	1,734,924	(3.1%)	646,883	(3.4%)	134,700	(3.6%)
CAGR	0.4%	-	0.9%	-	0.6%	-

Source: U.S. Bureau of Labor Statistics www.bls.gov



LOCAL AREA ANALYSIS INTRODUCTION

The subject property is located in the Norman area of the Norman submarket.

DEMOGRAPHICS

The following information reflects the demographics for the subject's area.

LOCAL AREA DEMOGRAPHICS							
DESCRIPTION	1 MILE	3 MILE	5 MILE	DESCRIPTION	1 MILE	3 MILE	5 MILE
POPULATION TOTAL				HOUSEHOLDS			
2000 Census	227	7,758	42,394	2000 Census	84	2,777	17,699
2010 Census	255	10,023	52,698	2010 Census	91	3,811	21,751
2021 Estimate	277	11,672	59,045	2021 Estimate	99	4,489	24,326
2026 Projection	290	12,469	62,560	2026 Projection	104	4,816	25,793
Δ 2000-2010	12.33%	29.20%	24.31%	Δ 2000-2010	8.33%	37.23%	22.89%
Δ 2010-2021	8.63%	16.45%	12.04%	Δ 2010-2021	8.79%	17.79%	11.84%
Δ 2021-2026	4.69%	6.83%	5.95%	Δ 2021-2026	5.05%	7.28%	6.03%
Total Daytime Population	191	5,448	27,284	HOUSEHOLDS BY INCOME (2021 ESTIMATE)			
HOUSING UNITS				<\$15,000	3.0%	6.2%	14.0%
Total (2021 Estimate)	101	4,674	26,099	\$15,000 - \$24,999	5.1%	6.6%	9.6%
Owner Occupied	87.1%	73.1%	50.4%	\$25,000 - \$34,999	10.1%	9.2%	8.7%
Renter Occupied	9.9%	23.0%	42.9%	\$35,000 - \$49,999	12.1%	9.7%	12.7%
Vacant Housing Units	2.0%	4.0%	6.8%	\$50,000 - \$74,999	17.2%	18.1%	17.4%
Total (2026 Projection)	106	5,000	27,581	\$75,000 - \$99,999	9.1%	17.5%	12.0%
Owner Occupied	87.7%	74.3%	51.6%	\$100,000 - \$149,999	23.2%	20.5%	16.4%
Renter Occupied	9.4%	22.0%	41.9%	\$150,000 - \$199,999	7.1%	6.1%	5.5%
Vacant Housing Units	1.9%	3.7%	6.5%	\$200,000+	14.1%	6.1%	3.7%
AVERAGE HOUSEHOLD INCOME				AVERAGE HOUSEHOLD SIZE			
2021 Estimate	\$114,433	\$89,541	\$72,711	2021 Estimate Estimate	2.80	2.55	2.38
2026 Projection	\$128,530	\$98,901	\$80,557	2026 Projection Projection	2.79	2.54	2.38
Δ 2021-2026	12.32%	10.45%	10.79%	Δ 2021-2026	(0.36%)	(0.39%)	0.00%
MEDIAN HOUSEHOLD INCOME				MEDIAN HOME VALUE			
2021 Estimate	\$82,069	\$75,257	\$55,361	2021 Estimate	\$282,353	\$204,120	\$186,132
2026 Projection Projection	\$94,432	\$79,771	\$60,418	2026 Projection	\$319,444	\$236,906	\$218,046
Δ 2021-2026	15.06%	6.00%	9.13%	Δ 2021-2026	13.14%	16.06%	17.15%
PER CAPITA INCOME				AVERAGE HOME VALUE			
2021 Estimate	\$41,298	\$34,436	\$30,059	2021 Estimate	\$383,807	\$248,316	\$227,597
2026 Projection	\$46,543	\$38,189	\$33,292	2026 Projection	\$471,774	\$291,353	\$262,463
Δ 2021-2026	12.70%	10.90%	10.76%	Δ 2021-2026	22.92%	17.33%	15.32%

Source: Sites To Do Business Online

Population

Esri estimates the current 2021 population of the neighborhood 3 mile radius of the subject property to be 11,672 representing a 16.45% change since 2010. The total trade area 5 mile radius of the subject is estimated to have a population of 59,045, which represents a 12.04% change since 2010.

Looking forward, the population of the neighborhood 3 MILE radius is forecasted to change to 16.45% by the year 2026. The population within the total trade area 5 mile radius is forecasted to change to 62,560 over the next five years. Overall, total trade area 5 mile radius population is expected to change by 62,560 over the next five years.

Households

Esri estimates that the number of households in the neighborhood 3 mile radius of the subject is 4,489, which is a 17.79% change since 2010. Within the total trade area 5 mile radius, the number of households is estimated to be 24,326, a 11.84% change over the same period of time.

By the year 2026, Esri estimates that the number of households in the neighborhood 3 mile radius will change by 7.28% to 4,816, households. Additionally, households in the entire trade area are expected to change by 6.03% to 25,793 households over the next five years.

The number of households in the neighborhood 3 mile radius of the subject changed 37.23% from 2000 to 2010; and since then it has changed by 17.79%.

Income

According to Esri, the neighborhood 3 mile radius of the subject property has an estimated median household income of \$75,257 and an average household income of \$89,541. Esri reports that the total trade area 5 mile radius has a median household income of \$55,361, and an average household income of \$72,711. With 24,326 households currently in the total trade area 5 mile radius of the subject property, local effective buying income is estimated to be about \$1,768,767,786.

CONCLUSION

Based on the Esri data presented above, the demographics in the subject neighborhood are average, with upside potential. Population growth has increased by 16.45% since 2010 and is expected to increase 6.83% over the next 5 years in the 3 mile radius neighborhood. Average household incomes are above average at nearly \$89,541, and the area is populated with 4,489 households in a 3 mile radius around the subject property. Population growth and strong income levels are a good signal for potential office locations.

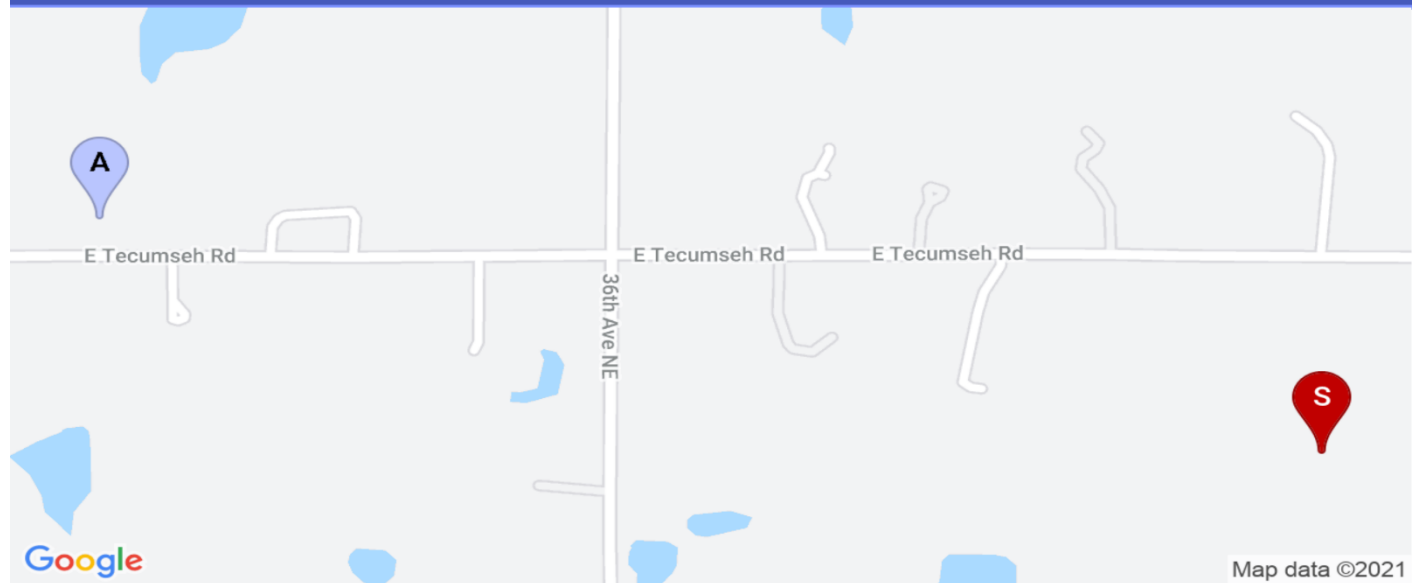
SURROUNDING LAND USES

The following tables and maps highlight the development in and around the subject.

LOCAL AREA OFFICE - THREE-MILE RADIUS

CLASS	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES
A	0 SF	-	-	0
B	20,000 SF	1952	100.0	1
C	0 SF	-	-	0
TOTAL	20,000 SF	1952	100.0	1

Source: CoStar

LARGEST OFFICE DEVELOPMENTS - THREE-MILE RADIUS

PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	BUILT	CLASS	%LEASED
A		3151 Tecumseh Rd, Norman	0.7 mi	20,000	1952	B	100

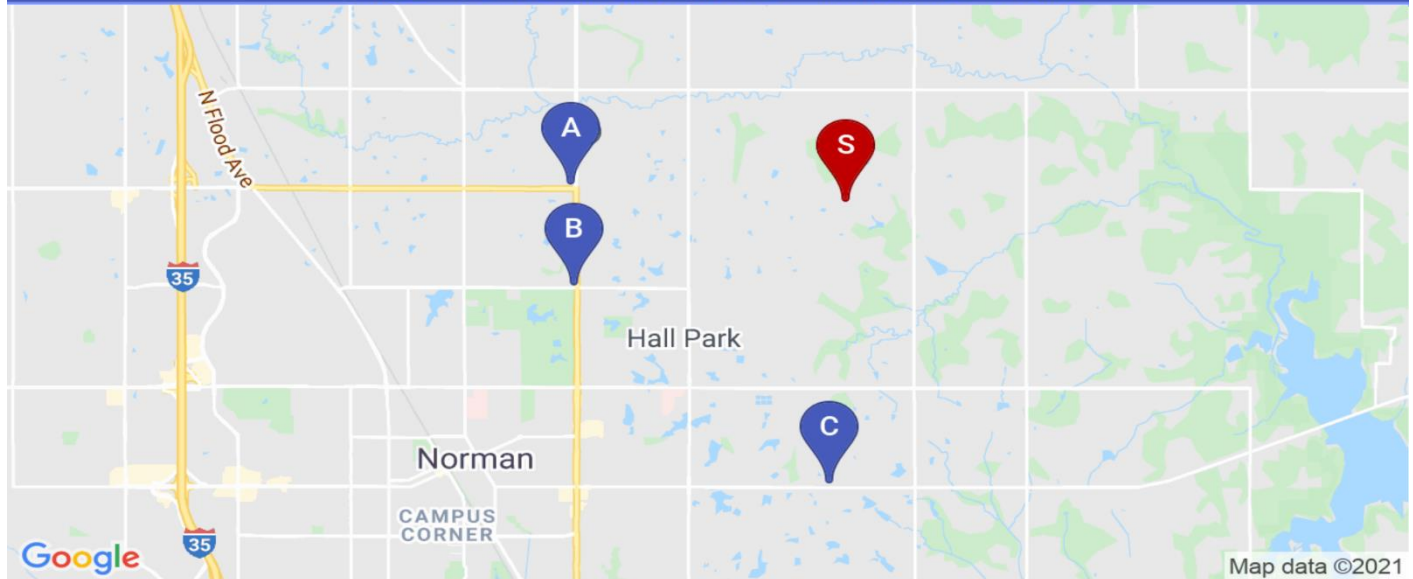
Source: CoStar

LOCAL AREA RETAIL - THREE-MILE RADIUS

SIZE	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES
<5,000 FT	3,000 SF	1984	100.0	1
>5,000 FT-<20,000 FT	7,500 SF	2016	100.0	1
>20,000 FT	50,000 SF	#DIV/0!	0.0	1
TOTAL	60,500 SF	2007	17.4	3

Source: CoStar

LARGEST RETAIL DEVELOPMENTS - THREE-MILE RADIUS



PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	BUILT	CLASS	%LEASED
A		E Tecumseh Rd, Norman	2.4 mi	50,000	0	B	0
B	Rock Creek Retail Center	1151 E Rock Creek Rd, Norman	2.5 mi	7,500	2016	0	100
C		3831 Alameda St, Norman	2.8 mi	3,000	1984	0	100

Source: CoStar

LOCAL AREA MULTI-FAMILY - THREE-MILE RADIUS

CLASS	RBA	YEAR BUILT	UNITS	PROPERTIES
A	0 SF	-	-	0
B	14,462 SF	1981	13	2
C	119,421 SF	1995	103	5
TOTAL	133,883 SF	1993	116	7

Source: CoStar

LARGEST MULTI-FAMILY DEVELOPMENTS - THREE-MILE RADIUS

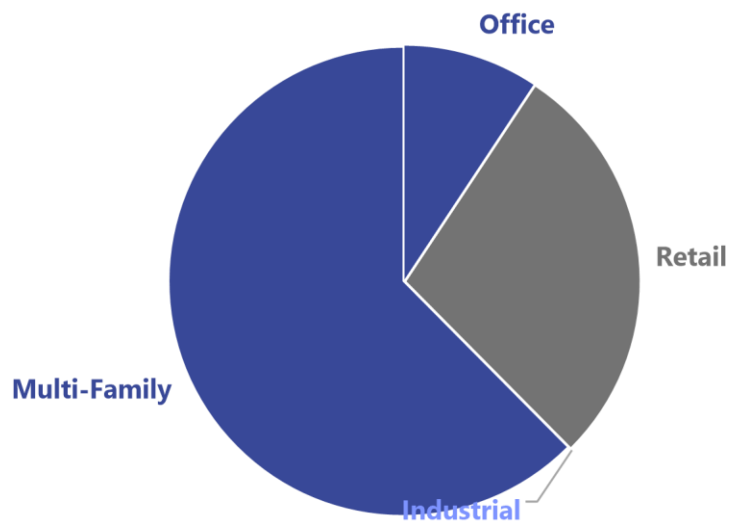


PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	BUILT	CLASS	STORIES
A		3009 Line Dr, Norman	2.6 mi	46,133	2006	C	1
B	Northcliff Gardens	1301 Northcliff Ave, Norman	2.6 mi	35,000	1999	C	1
C	Griffin Park Townhomes	1201 Lakecrest Dr, Norman	2.9 mi	17,504	1972	C	2
D	High Meadows Townhomes	1300 High Meadows Dr, Norman	2.8 mi	15,200	1984	C	2
E	Northcliff and Hayes	1302-1312 Northcliff Ave, Norman	2.7 mi	12,228	1978	B	2
F		1514 Westfield Cir, Norman	2.8 mi	5,584	1972	C	0
G		1012 Shadowlake Rd, Norman	2.6 mi	2,234	1999	B	1

Source: CoStar



COMMERCIAL LAND USE



ACCESS/PUBLIC TRANSPORTATION

The streets within the neighborhood are laid out in a grid pattern with major streets generally along the section and ½ section lines. The major north/south streets in the neighborhood include East Tecumseh Rd/E Rock Creek Rd. The major east/west streets include 48th St/36th Ave NE. With the existing transportation system, most areas of metropolitan Norman are accessible from the subject neighborhood and access is considered for the metropolitan area. Public bus service is available throughout the area. Overall, access within the neighborhood is average for the metropolitan area.

LOCAL AREA SUMMARY

The market benefits from a diverse blend of residential, commercial, and community uses and close proximity to many recreational activities. The outlook for this market area is good into the foreseeable future.

The subject site consists of one parcel and has 1,237,975 SF (28.4200 AC) of land area. The size of the site area was estimated based on the assessor's parcel map. It is perceived that there is no surplus or excess land at the subject. If a professional survey is provided then precise measurements may be available. Unless otherwise noted, the usable site area has been utilized herein.

Address	4020 E Tecumseh Rd, Norman, Oklahoma.		
Census Tract	40-027-201403		
Number of Parcels	1		
Assessor Parcel	SD29 9 2W 14001		
Land Area	Square Feet	Acres	
Economic Unit (Primary) Site Size	1,237,975	28.42	
Usable Site Size	1,237,975	28.42	
Total Land Area	1,237,975	28.42	
Excess/Surplus Land	No		
Corner	No		
Permitted Building Height	35'		
Floor Area Ratio (FAR)	Not Available		
Site Topography	Level At street grade		
Site Shape	Rectangular		
Site Grade	At street grade		
Site Quality	Average		
Site Access	Average		
Site Exposure	Average		
Site Utility	Average		
Utilities	Water well and septic system		
Comments	Public water and sanitary sewer are not available to the subject. Development for single-family residential would most likely be served by water well and septic system.		

Accessibility Access to the subject site is considered average overall.

STREET & TRAFFIC DETAIL

Street Improvements	Type	Direction	Lanes	Lights	Curbs	Sidewalks	Signals	Median	Parking	Center Lane	Bike Lane
E Tecumseh Rd	Minor Arterial	Two-Way	2								
Frontage											
E Tecumseh Rd	Frontage along a minor arterial.										
Exposure & Visibility	Exposure of the subject is average balancing the frontage on E Tecumseh Rd, the primary local arterial.										
Zoning	Residential Estate Dwelling District (RE)										

ZONING

Designation	Residential Estate Dwelling District (RE)
Zoning Authority	City of Norman
Permitted Uses	Property and buildings in an RE, Residential Estate Dwelling District shall be used only for the following purposes: (a) Detached one family dwelling. (b) Family day care home. (c) General purpose farm or garden. (d) Type 1 Mobile Home. (e) Accessory buildings, including barns, sheds and other farm buildings which are not a part of the main building. One guest house may be utilized provided (a) it is clearly secondary to the larger main dwelling; (b) the structure is not rented or leased, nor used as a permanent dwelling; (c) is not a mobile home. (f) Short-term rentals.
Current Use	Subdivision-Residential Land
Current Use Legally Permitted	Yes
Zoning Change	Not Likely
Proposed Use Legally Permitted	Yes
Max Permitted Height	35'
Min Permitted Site Area (SF)	Current zoning requires a 2 acre lot minimum for residential development.
Min Permitted Yard Setbacks	
Front (Feet)	50
Rear (Feet)	25
Side (Feet)	30

Source: City of Norman Planning & Zoning Department

Flood Plain

Zone X (Unshaded). This is referenced by Panel Number 40027C0195J, dated February 20, 2013. Zone X (unshaded) is a moderate and minimal risk area. Areas of moderate or minimal hazard are studied based upon the principal source of flood in the area. However, buildings in these zones could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. Local storm water drainage systems are not normally considered in a community's flood insurance study. The failure of a local drainage system can create areas of high flood risk within these zones. Flood insurance is available in participating communities, but is not required by regulation in these zones. Nearly 25% of all flood claims filed are for structures located within these zones. Minimal risk areas outside the 1% and 0.2% annual chance floodplains. No BFEs or base flood depths are shown within these zones. (Zone X (unshaded) is used on new and revised maps in place of Zone C.)

Easements

A preliminary title report was not available for review. During the property inspection, no adverse easements or encumbrances were noted. This appraisal assumes that there are no adverse easements present. If questions arise, further research is advised.

Soils

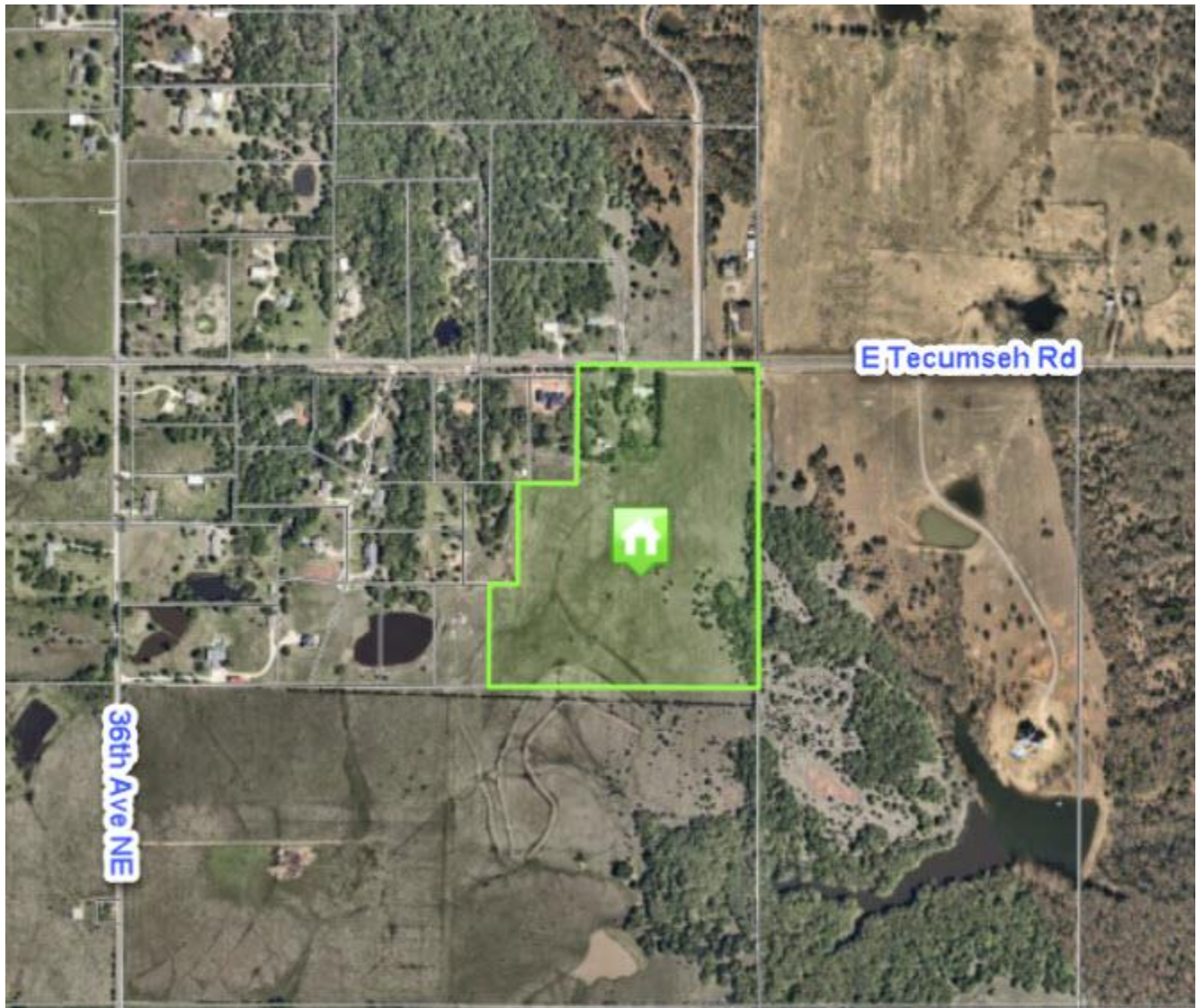
A detailed soils analysis was not available for review. Based on the development of the subject, it appears the soils are stable and suitable for the existing improvements.

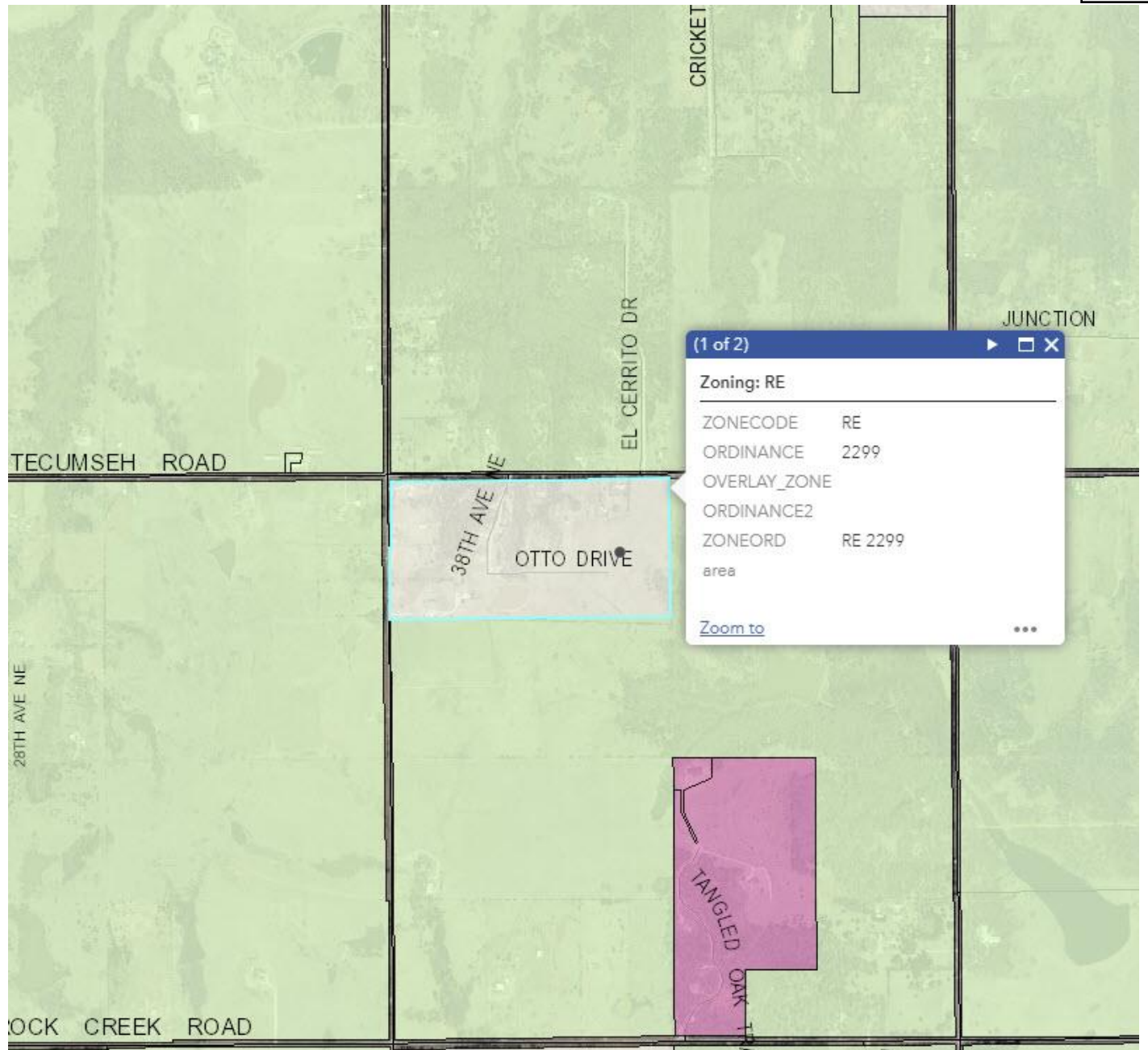
Hazardous Waste

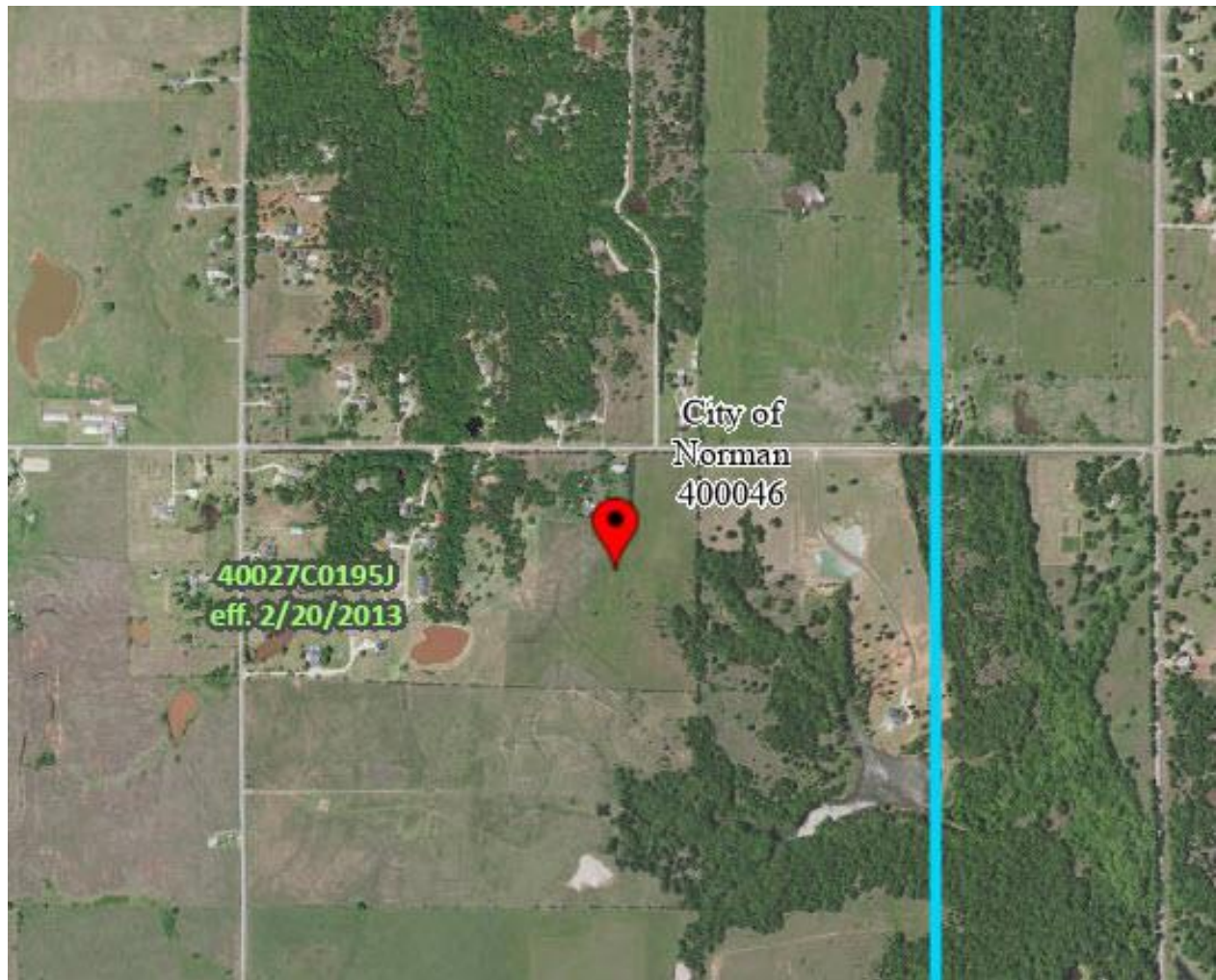
We have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.

Site Rating

Overall, the subject site is considered a good land site in terms of its location, exposure and access to employment, education and shopping centers, recognizing its location along a minor arterial.







The highest and best use of the subject property provides the foundation for the valuation section. Highest and best use is defined in the 6th edition of *The Dictionary of Real Estate Appraisal* (Appraisal Institute, Chicago, 2015), as follows:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Highest and best use analysis uses the following steps for the subject:

- ▶ Highest & Best Use As Vacant
- ▶ Determination of the ideal improvements
- ▶ Highest & Best Use As Improved
- ▶ Conclusion of the Highest & Best Use

The analysis of highest and best use can be thought of as the logical end of a spectrum of market analysis procedures, running from the macroeconomic overview of a general market study, through more detailed marketability studies and analyses of financial feasibility, to the formal analysis of highest and best use. In theory, the highest and best use is commonly described as that reasonable and most profitable use that will support its highest present value. The highest and best use, or most profitable use, must be legally permissible, physically possible, financially feasible, and maximally productive.

This section develops the highest and best use of the subject property As-Vacant and As Improved.

AS VACANT ANALYSIS

In this section the highest and best use of the subject as-vacant is concluded after taking into consideration financial feasibility, maximal productivity, marketability, legal, and physical factors.

Legally Permissible

Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. The legal factors influencing the highest and best use of the subject site are primarily government regulations such as zoning ordinances. Permitted uses of the subject's Residential Estate Dwelling District (RE) include residential uses. No zoning change is anticipated for the subject; therefore, uses outside of those permitted by the RE zoning are not considered moving forward in the as-vacant analysis.

Physical Possible

The test of what is physically possible for the subject site considers physical and locational characteristics that influence its highest and best use. In terms of physical features, the subject site totals 28.4200-acres (1,237,975 SF), it is rectangular in shape and has a level topography. The site has average exposure along a minor street and average overall access. The subject property is within a suburban location of in Norman, Oklahoma that is experiencing typical population and real estate development growth. There are no physical limitations that would prohibit development of any of the by-right uses on the site.

Financial Feasibility

Based on the analysis of the subject's market and an examination of costs, there is adequate demand for single-family residential subdivisions in the area. It is likely that a new developed single-family subdivision would have a value commensurate with its cost; therefore, the proposed subdivision is considered to be financially feasible.

Maximum Productivity

There is only one use that creates value and at the same time conforms to the requirements of the first three tests. Financial feasibility, maximal productivity, marketability, legal, and physical factors have been considered and the highest and best use of the subject site as-vacant concluded to be residential.

AS IMPROVED ANALYSIS

No improvements are situated on the subject. Therefore, a highest and best use analysis as improved is not applicable.

MOST PROBABLE BUYER

Based on the type of property and the income generating potential of the improvements, it is our opinion that the most probable buyer for the subject would be a developer.

SITE VALUATION

The site value is a specific scope requirement of this assignment. Characteristics specific to the subject property warrant that a site value is developed. Within the Site Valuation section, the subject is valued as one marketable economic site.

COST APPROACH

The Cost Approach is not a specific scope requirement of this assignment. Characteristics specific to the subject property do not warrant that this valuation technique is developed. Based on the preceding information, the Cost Approach will not be presented.

IMPROVED SALES COMPARISON APPROACH

The Sales Comparison Approach is not a specific scope requirement of this assignment. Characteristics specific to the subject property do not warrant that this valuation technique to be developed. Based on this reasoning, the Sales Comparison Approach is not presented within this appraisal.

INCOME APPROACH

The Income Approach is not a scope requirement for this assignment. The subject property type is not typically analyzed on an income basis by buyers and sellers, reducing the applicability of this valuation technique. Therefore, the Income Approach is not developed.

Based on the agreed upon scope with the client, the subject's specific characteristics and the interest appraised, this appraisal developed Land Sales Comparison approach. The values presented represent the As-Is Market Value (Fee Simple) This appraisal does not develop the Cost Approach or Income Approach, the impact of which is addressed in the reconciliation section.

The Valuation will be presented in the following order:

- ▶ Site Valuation
- ▶ Reconciliation of Value Conclusions

This section values the subject site by comparing it with substitute land sales or listings within the local market area or in competitive areas throughout the region. Land value is influenced by a number of factors; most notably development and use potential. These factors, as well as others, are factored in the following analysis.

Unit of Comparison

The most relevant unit of comparison for competing land is the \$/Acres. All of the comparable sales presented in this section were reported on this basis.

Adjustments

Adjustments to the comparable sales were considered and made when warranted for expenditures after purchase, property rights transferred, conditions of sale, financing terms, and market conditions.

1. **Property Rights** - All of the sales comparables were fee simple sales reflecting the property rights appraised herein per the agreed upon scope of work.
2. **Financing** - The sales all reflected typical cash equivalent, lender-financed transactions and no adjustments were required for financing terms.
3. **Sale Conditions** - None of the comparables required a condition of sale adjustment, as all were confirmed to be arm's length transactions.
4. **Expenditures After Sale** - Expenses that the buyer incurs after purchase (demolition, cleanup costs, etc.). Land Sales two required upward adjustment for demolition costs of existing improvements.
5. **Market Conditions (Time)** - Based on research and interpretation of value trends, the analysis applies an upward market conditions adjustment of 2% annually reflecting the relatively consistent appreciation that occurred between the oldest comparable sale date up through the effective valuation date.

Quantitative Adjustment Process

Quantitative percentage adjustments are also made for location and physical characteristics such as size, location quality, access, exposure, as well as other applicable elements of comparison. Where possible the adjustments applied are based on paired data or other statistical analysis. It should be stressed that the adjustments are subjective in nature and are meant to illustrate the logic in deriving a value opinion for the subject property by the Land Sales Comparison Approach.

Comparable Selection

A thorough search was made for similar land sales in the area. The parameters of the survey were highest and best use, zoning, proximity to the subject, size, and date of sale. In selecting comparables, emphasis was placed on confirming recent sales of sites that are similar to the subject property in terms of location and physical characteristics. Overall, the sales used represent the best comparables available for this analysis.

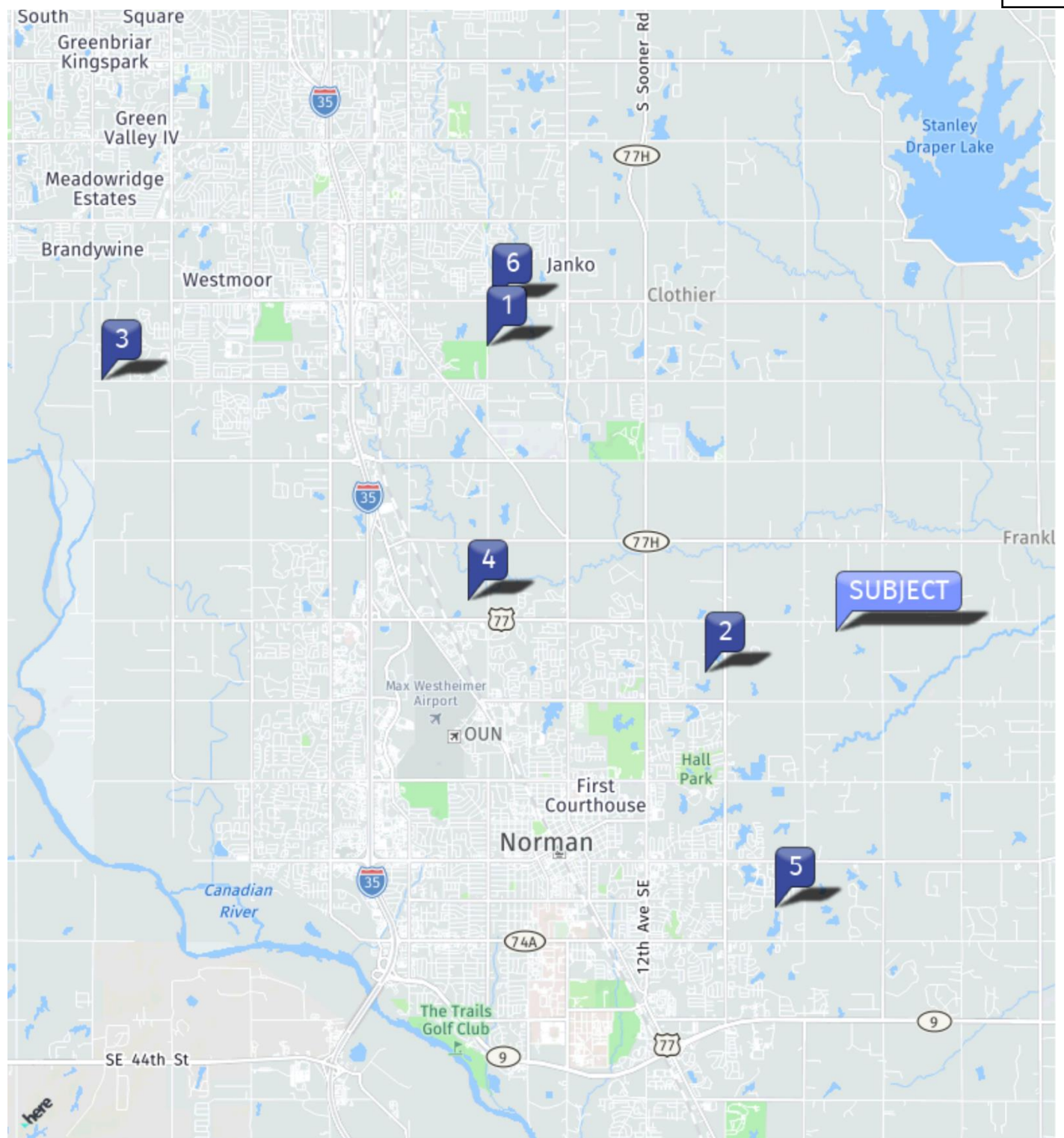
Presentation

The following Land Sales Comparison Table, location map and exhibits summarize the sales data. Following these items, the sales are adjusted for applicable elements of comparison and the site value is concluded.

LAND SALES COMPARISON TABLE

	SUBJECT	COMP 1	COMP 2	COMP 3	COMP 4	COMP 5	COMP 6
Name	28.42 Acres - 4020 E Tecumseh Rd	Vacant Subdivision Land-Moore, OK	Vacant Land-Norman, OK	Subdivision Land- SW Oklahoma City	12th and Tecumseh Subdivision Land - Norman	Sienna Springs Subdivision Land - Norman	Future Cardinal Landing Development Tract
Address	4020 E Tecumseh Rd	3200 S Bryant Ave	1900 E Rock Creek Rd	1845 SW 164th St	Vicinity 12th and Tecumseh	712 Siena Springs Dr	1920 SE 19th St
City	Norman	Moore	Norman	Oklahoma City	Norman	Norman	Moore
State	OK	OK	OK	OK	OK	OK	OK
Zip	73026	73165	73071	73170	73069	73071	73160
County	Cleveland	Cleveland	Cleveland	Cleveland	Cleveland	Cleveland	Cleveland
SALE INFORMATION							
Transaction Price		\$4,156,000	\$1,005,000	\$277,000	\$2,835,750	\$800,000	\$3,800,000
Transaction Price \$/Acres		\$30,946	\$28,904	\$29,397	\$34,893	\$32,376	\$34,688
Property Rights ¹		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing ²		Cash to Seller	Cash to Seller	Cash to Seller	Cash to seller	Cash to seller	Cash to Seller
Sale Conditions ³		Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arms Length	Arm's Length
Expenditures After Sale ⁴		\$0	\$7,000 0.7%	\$0	\$0	\$0	\$0
Market Conditions ⁵		2/27/2020 3%	9/3/2020 2%	10/1/2020 2%	10/1/2020 2%	8/24/2021 0%	8/24/2021 0%
Sale Status		Recorded	Recorded	Recorded	Recorded	Recorded	Recorded
Total Transactional Adjustments		\$1,028 3%	\$866 3%	\$627 2%	\$744 2%	\$110 0%	\$118 0%
Adjusted \$/Acres		\$31,974	\$29,770	\$30,024	\$35,637	\$32,486	\$34,806
PHYSICAL INFORMATION							
Acres	28.4200	134.2977 (5%)	34.7700	9.4227	81.2700	24.7100	109.5474 (5%)
Location	Average	Average	Average	Average	Average	Average	Average
Access	Average	Average	Average	Average	Average	Average	Average
Exposure	Average	Average	Average	Average	Average	Average	Average
Shape	Rectangular	Irregular	Rectangular	Rectangular	Rectangular	L-Shaped	Rectangular
Topography	Level	Level	Level to Sloping	Level to Sloping	Level	Level	Level
Zoning	RE	R-1	RE	PUD-1673 with underlying R-1	PUD with underlying R-1	PUD	PUD with underlying R-1
Total Physical Adjustments		(\$1,599) (5%)	\$0 0%	\$0 0%	\$0 0%	\$0 0%	(\$1,740) (5%)
Adjusted \$/Acres		\$30,375	\$29,770	\$30,024	\$35,637	\$32,486	\$33,066

Note: The data set for this property type does not show significant difference in price per acre related to variance in size. Price elasticity of demand is relatively uniform despite variance in acreage size owing to the unit density considerations in highest and best use as improved for subdivision use.



COMPARABLE	LABEL	ADDRESS	MILES FROM SUBJECT
COMPARABLE 1	1	3200 S Bryant Ave, Moore, OK, 73165	5.7
COMPARABLE 2	2	1900 E Rock Creek Rd, Norman, OK, 73071	1.7
COMPARABLE 3	3	1845 SW 164th St, Oklahoma City, OK, 73170	9.8
COMPARABLE 4	4	Vicinity 12th and Tecumseh , Norman, OK, 73069	4.6
COMPARABLE 5	5	712 Siena Springs Dr, Norman, OK, 73071	3.5
COMPARABLE 6	6	1920 SE 19th St, Moore, OK, 73160	6.0

LAND SALE EXHIBITS



COMPARABLE 1



COMPARABLE 2



COMPARABLE 3



COMPARABLE 4



COMPARABLE 5



COMPARABLE 6

Land Sales Adjustment Discussion

The comparable land sales indicate an overall unadjusted value range from \$28,904/Acre to \$34,893/Acre, and average of \$31,867/Acre. After adjustments, the comparables indicate a range for the subject site between \$29,770/Acre and \$35,637/Acre with an average of \$31,893/Acre.

Land Sale 1 (\$30,375/Acre Adjusted) -- Sale of 134.30 acres of subdivision land in Moore, OK for \$4,156,000 which equates to \$30,946/Acre. This tract is zoned R-1 (Single Family Dwelling District) by the City of Moore. Development for single-family residential would most likely be served by city water and sanitary sewer.

Land Sale 2 (\$29,770/Acre Adjusted) – Sale of 42.59 Acres of vacant residential land in Norman, OK. Total usable area is 34.77 acres. Actual sale price was \$1,005,000 or / \$28,904/Usable Acre. The site was improved at time of sale with a residential structure. Razing costs are estimated at \$7,000 for an effective sale price of \$1,012,000 or \$29,106/Usable Acre. The property is zoned RE (Residential Estate Dwelling District) by the City of Norman which permits low-density subdivision development. Current zoning code permits a 2-acre minimum lot size. Development for single-family residential would most likely be served by water well and septic system.

Land Sale 3 (\$30,024/Acre Adjusted) – Sale of 9.42 Acres of Subdivision Land for \$277,000 which equates to \$29,406/AC. The property is zoned R-1 (Single-Family Residential) by Oklahoma City. Minimum lot size is 5,000 SF. Development for single-family residential would most likely be served by city water and sanitary sewer.

Land Sale 4 (\$35,637/Acre Adjusted) – This is the sale of 114.24 acres of vacant land located on NW 12th Ave and Tecumseh in Norman, OK. The usable site size is 81.27 acres net of 32.97 acres located in FEMA Flood Zone AE. The land will be divided after the purchase between Landmark Homes (37.71 gross acres/24.65 usable acres) and Ideal Homes (76.53 gross acres/56.62 usable acres). The sale price is \$2,835,750 which equates to \$34,892/usable acre. The property is zoned R-1 (Single-Family Residential) by the City of Norman. Minimum lot size is 5,000 SF. Development for single-family residential would most likely be served by city water and sanitary sewer.

Land Sale 5 (\$32,486/Acre Adjusted) – Sale of 24.71 acres of vacant land acquired for residential subdivision development. Sale price is \$800,000 or \$32,375.55/acre. Development for single-family residential would most likely be served by city water and sanitary sewer.

Land Sale 6 (\$33,066/Acre Adjusted) – Sale of approximately 110 acres of usable subdivision land and 1 commercial lot for \$3,800,000 which equates to \$38,000/Acre. Proposed Cardinal Landing Subdivision will comprise 493 lots with widths of 50-60' and 1 commercial lot on the hard corner. The property is zoned R-1 (Single Family Residential) by the City of Moore. Development for single-family residential would most likely be served by city water and sanitary sewer.

LAND VALUE CONCLUSION

The comparables indicate a unit value, based on a general bracketing analysis, between \$29,770/Acre and \$35,637/Acre. Based on the subject's overall locational and physical features, a unit value conclusion of \$30,000/Acre is supported. The following table summarizes the comparable land sales analysis and applies the unit value conclusion to the site area to provide an indication of the as-vacant land value.

LAND SALES COMPARISON APPROACH CONCLUSION (ACRES)

TRANSACTION		ADJUSTMENT				NET	GROSS
	PRICE	TRANSACTIONAL ¹	ADJUSTED	PROPERTY ²	FINAL	ADJ	ADJ
1	\$30,946	3%	\$31,974	(5%)	\$30,375	(2%)	8%
2	\$28,904	3%	\$29,770	0%	\$29,770	3%	3%
3	\$29,397	2%	\$30,024	0%	\$30,024	2%	2%
4	\$34,893	2%	\$35,637	0%	\$35,637	2%	2%
5	\$32,376	0%	\$32,486	0%	\$32,486	0%	0%
6	\$34,688	0%	\$34,806	(5%)	\$33,066	(5%)	5%
HIGH	\$34,893	3%	\$35,637	0%	\$35,637	3%	8%
AVG	\$31,867	2%	\$32,450	(2%)	\$31,893	0%	4%
MED	\$31,661	2%	\$32,230	0%	\$31,431	1%	3%
LOW	\$28,904	0%	\$29,770	(5%)	\$29,770	(5%)	0%
SUBJECT ACRES				\$/ACRE	VALUE		
Total Land Area		28.4200	x	\$30,000	=	\$852,600	
INDICATED VALUE (ROUNDED TO NEAREST \$10,000)				\$29,909	\$850,000		

¹Cumulative ²Additive

Based on the agreed upon scope with the client, the subject's specific characteristics and the interest appraised, this appraisal developed Land Sales Comparison approach. The values presented represent the As-Is Market Value (Fee Simple).

The Reconciliation of Value Conclusions is the final step in the appraisal process and involves the weighing of the individual valuation techniques in relationship to their substantiation by market data, and the reliability and applicability of each valuation technique to the subject property. Below, the individual strengths and weaknesses of each approach are analyzed.

We used only the sales comparison approach in developing an opinion value for the subject. The cost and income approaches are not applicable and are not used.

After considering all factors relevant to the valuation of the subject property, emphasis is placed on the Sales Comparison Approach in the following As-Is market value.

RECONCILIATION OF VALUES	
VALUATION SCENARIOS	AS-IS MARKET VALUE
Interest	Fee Simple
Date	October 25, 2021
LAND VALUE	
LAND CONCLUSION	\$850,000
\$/AC Total Land Area	\$29,909
FINAL VALUE CONCLUSION	
FINAL VALUE CONCLUSION	\$850,000
\$/AC Total Land Area	\$29,909

We certify that, to the best of our knowledge and belief:

- ▶ The statements of fact contained in this report are true and correct.
- ▶ The reported analyses, opinions, and conclusions of the signers are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ▶ The signers of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- ▶ Darin Andrew Dalbom, MAI and Whitney Collamore have not performed prior services, specifically as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ▶ The signers are not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ▶ The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ▶ The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ▶ The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute, and the *Uniform Standards of Professional Appraisal Practice*, as set forth by the Appraisal Standards Board of the Appraisal Foundation.
- ▶ Darin Andrew Dalbom, MAI inspected the property that is the subject of this report. Whitney Collamore did not inspect the property that is the subject of this report.
- ▶ Clay Murray provided significant real property appraisal assistance to the appraisers signing the certification.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, Darin Andrew Dalbom, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.



Darin Andrew Dalbom, MAI
 Certified General Real Estate Appraiser
 State of Oklahoma License No. 12774CGA
 Expiration Date 12/31/2022

October 29, 2021
 Date



Whitney Collamore
 Certified General Real Estate Appraiser
 State of Oklahoma License No. 13595CGA
 Expiration Date 7/31/2024

October 29, 2021
 Date

- ▶ Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.
- ▶ This analysis assumes that the information provided for this appraisal accurately reflect the current condition of the subject property.
- ▶ This report shall be used for its intended purpose only, and by the party to whom it is addressed. Possession of this report does not include the right of publication.
- ▶ The appraisers may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.
- ▶ The statements of value and all conclusions shall apply as of the dates shown herein.
- ▶ There is no present or contemplated future interest in the property by the appraisers which is not specifically disclosed in this report.
- ▶ Without the written consent or approval of the authors neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media. This applies particularly to value conclusions and to the identity of the appraisers and the company with which the appraisers are connected.
- ▶ This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the authors no portion of the report stands alone.
- ▶ We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.
- ▶ The appraisal has provided exhibits to assist the client(s)/intended user(s) to understand from a graphical standpoint some of the salient issues which impact the subject property. We have made no survey of the property and if further verification is required, a survey by a registered surveyor is advised.
- ▶ The appraisers assume no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein. This analysis assumes that no asbestos or other hazardous materials are stored or found in or on the subject property. If evidence of hazardous materials of any kind occurs, the reader should seek qualified professional assistance. If hazardous materials are discovered and if future market conditions indicate an impact on value and increased perceived risk, a revision of the concluded values may be necessary.
- ▶ The valuation stated herein assumes professional management and operation of the buildings throughout the lifetime of the improvements, with an adequate maintenance and repair program.
- ▶ The liability of NPVal, LLC, its principals, agents, and employees is limited to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraisers are in no way responsible for any costs incurred to discover or correct any deficiency in the property.
- ▶ The appraisers are not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the degree of fault. NPVal, LLC and its principals, agents, employees, shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property damage, or personal injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.
- ▶ The appraisers assume no responsibility for determining if the subject property complies with the *Americans with Disabilities Act (ADA)*. NPVal, LLC, its principals, agents, and employees, shall not be liable for any costs, expenses, assessments, penalties or diminution in value resulting from non-compliance.
- ▶ This appraisal assumes that the subject meets an acceptable level of compliance with *ADA* standards; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the magnitude and time of the cost were known today, they would be reduced from the reported value conclusion.
- ▶ Unless otherwise noted herein, a detailed soils study was not provided for this analysis. The subject's soils and sub-soil conditions are assumed to be suitable based upon a visual inspection of the subject property and surrounding properties, which did not indicate evidence of excessive settling or unstable soils. No certification is made regarding the stability or suitability of the soil or sub-soil conditions.

Appraiser Qualifications

NPVal, LLC

Darin A. Dalbom

President

Current Responsibilities

Darin Dalbom serves as President of NPVal, LLC. Actively engaged in real estate valuation and consulting assignments since 1990, Mr. Dalbom has performed appraisal services for a wide array clients and commercial property types. Mr. Dalbom also has a nationally-scoped specialty practice in the valuation of mobile broadband communication towers, broadcast towers, tower portfolios, and tower-related ownership interests. Tower analysis & valuation includes a unique array of considerations for this niche investment class. Mr. Dalbom has developed customized report formatting for tower valuation assignments to best serve an array of clients in this emerging specialty class.

Experience

Prior to founding NPVal, Mr. Dalbom managed the Oklahoma City office of a nationally-scoped Fortune 500 valuation firm. Mr. Dalbom's early valuation career included specialization in investment grade office and industrial property throughout the country with concentrated expertise in the Washington D.C. office and industrial markets. Clients served primarily included pension funds and their advisors.

Education and Affiliations

Master's Degree, Land Economics and Real Estate, Texas A&M University, 1990

Bachelor of Science, Texas A&M University, 1987

Appraisal Institute, Member, (MAI); currently certified by the Appraisal Institute's program of continuing education for its designated members.

Adjunct Professor, University of Central Oklahoma; Finance 3443, Real Estate Appraising

2020 President; Central Oklahoma Commercial Association of Realtors (COCAR; www.cocar.org)

Certified General Real Estate Appraiser in the following states- Oklahoma, 12774CGA, Expires December 2022

Texas, TX1380492 G, Expires October 2021

Kansas, G3235; Expires June 2020

Georgia, 372964, Expires May 2020

Louisiana, G4441, Expires December 2020

Missouri, 2019045690, Expires September 2020

Qualified Before Courts and Administrative Bodies

United States Federal Bankruptcy Court, Oklahoma City, Oklahoma



Contact

15309 Fountain Creek Lane,
Edmond, OK 73013

T: 918-857-9190 mobile

T: 405-837-7780 direct

E: Darin.Dalbom@NPVal.com

W: <https://NPVal.com/>



NPVal, LLC

Whitney Collamore

Analyst

Current Responsibilities

Analyst with NPVal. Ms. Collamore has been actively engaged in real estate appraisal since October 2014. Concentrated specialties include retail (Shopping Center, Strip, and Freestanding), office buildings, (CBD, suburban, and medical office buildings), industrial and vacant land. Valuations have been prepared on proposed, partially completed, renovated and existing structures. Clients served include banks and financial institutions, developers, investors, business/industry, government, and mortgage bankers.

Education and Affiliations

Oklahoma Christian University – Master of Business Administration-Finance (2014)

University of Central Oklahoma – Bachelor of Business Administration-General Business (2007)

Certified General Real Estate Appraiser – Oklahoma 13595CGA, Expires July 2024



Contact

T: 1+405-615-7346 cell

E: Whitney@NPVal.com

W: <https://NPValUSA.com/>

State of Oklahoma



Glen Mulready, Insurance Commissioner

Oklahoma Real Estate Appraiser Board

This is to certify that:

Whitney Collamore

has complied with the provisions of the Oklahoma Real Estate Appraisers Act to transact business as a State Certified General Real Estate Appraiser in the State of Oklahoma.

In Witness Whereof, I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this 14th day of July, 2021.

Handwritten signature of Glen Mulready in black ink.

**Glen Mulready, Insurance Commissioner
Chairperson, Oklahoma Real Estate Appraiser Board**

Members, Oklahoma Real Estate Appraiser Board



Handwritten signature of Brandon Witt in black ink.

Handwritten signature of Patricia A. Brown in black ink.

Handwritten signature of Ryan C. Felt in black ink.

Handwritten signature of Patricia A. Brown in black ink.

Brandon Witt

Patricia A. Brown

Handwritten signature of Ryan C. Felt in black ink.

Expires:

07/31/2024

Oklahoma Appraiser Number:

13595CGA

Property Information



Cleveland County Oklahoma Assessor's Office

Cleveland County Oklahoma Assessor's Office

Account #: 68246 / Parcel ID: SD29 9 2W
14001
4020 E TECUMSEH RD

CURRENT SENDELBACH, RAYMOND
JOSEPH-REV LIV TRT TRTEE
4311 E Robinson ST
Norman OK 73026-0726

Current Market Value
\$40,919

KEY INFORMATION

Tax Year	2021		
Land Size	28.4200	Land Units	AC
Class	Rural Agricu	School District	SCHOOL DISTRICT 29
Section	14	Township	9
Range	2W	Neighborhood	Agricultural
Legal Description	14-9-2W 28.42 AC PRT N/2 NW/4 BEG NE/C S1320' W1108' N418' E118.1' N416' E242.9' N486' E747' POB		
Mailing Address	SENDELBACH, RAYMOND JOSEPH-REV LIV TRT TRTEE, 4311 E Robinson ST, Norman, 73026-0726, 73026-0726		

ASSESSMENT DETAILS

Market Value	\$40,919
Taxable Value	\$40,919
Land Value	\$12,642
Gross Assessed Value	\$4,910
Adjustments	\$0
Net Assessed Value	\$4,910
View Taxes for R0068246	

RESIDENTIAL

RESIDENTIAL BUILDING (1)

Type	0001	Description	Conventional 1 Story	Quality	Average
Stories	1.0	Condition	Poor	Year Built	1960
Interior	Drywall	Exterior Walls	Frame Masonry Veneer	Full Baths	2
Additional Full Bath	0	Half Baths	0	Three Quarter Baths	0
Total Bathrooms	2.00	Roof Type	Hip	Bedrooms	3
Roof Cover	Comp Shingle	Foundation	Conventional Frame	Floor Cover	Allowance
Cooling	Central H/A	Total Finished Area	1,644		

SALES

SALE DATE	SALE PRICE	DEED BOOK	DEED PAGE	GRANTOR	GRANTEE	DEED TYPE
03/30/2015	\$0	5404	803	SENDELBACH, MARILYN J-1/2 INT	SENDELBACH, RAYMOND JOSEPH-REV LIV TRT	DECD
03/27/2015	\$0	5404	811	SENDELBACH, RAYMOND JOSEPH	SENDELBACH, RAYMOND JOSEPH-REV LIV TRT-TRTEE	QCDF
05/09/2013	\$0	5152	288	HANSMeyer REV-TRT	BROWN, KATHRYN E SENDELBACH, MARILYN	QCDF
11/08/2002	\$0	3503	610	HANSMeyer, OTTO & ELLANORA	HANSMeyer, OTTO-REV LIV TRT-TRTEE HANSMeyer, WDN ELLANORA	
04/11/2002	\$0	3406	1129	HANSMeyer, ELLANORA MAGDELENA	HANSMeyer, OTTO	DECD

LAND

UNIT CODE	DESCRIPTION	USE CODE	ACRES / LOTS	USE VALUE
C36	C36	NATIVE PASTURE	1.00	\$113
C36	C36	TIMBER/WASTE	1.00	\$66
C51	C51	NATIVE PASTURE	18.00	\$2,835
C64	C64	NATIVE PASTURE	2.00	\$300
C65	C65	NATIVE PASTURE	3.00	\$529
C7	C7	NATIVE PASTURE	2.42	\$299
H1	HOME SITE	AC	1.00	\$8,500



Comparable Data

Vacant Subdivision Land-Moore, OK

Comparable 1

Sale Information

Buyer	Premium Land LLC	
Seller	Scissortail Development Group LLC	
Sale Date	2/27/2020	
Transaction Status	Recorded	
Sale Price	\$4,156,000	\$0.71 /SF Land
Analysis Price	\$4,156,000	\$0.71 /SF Land
Recording Number	6027 / 1114	
Rights Transferred	Fee Simple	
Financing	Cash to Seller	
Conditions of Sale	Arm's Length	

Property

Land Area	134.2977 Acres (5,850,009 SF)
Number of Parcels	3
Zoning	R-1
Shape	Irregular
Topography	Level
Corner	Yes

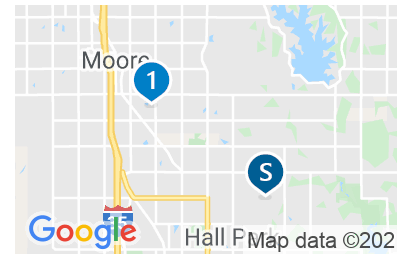


3200 S Bryant Ave
Moore, OK 73165

County
Cleveland

Submarket
Moore

APN
MC2103W25023,
MC2103W25032,
MC2103W25033



Remarks

Sale of 134.30 acres of subdivision land in Moore, OK for \$4,156,000 which equates to \$30,946/Acre. This tract is zoned R-1 (Single Family Dwelling District) by the City of Moore. Development for single-family residential would most likely be served by city water and sanitary sewer.

Vacant Land-Norman, OK

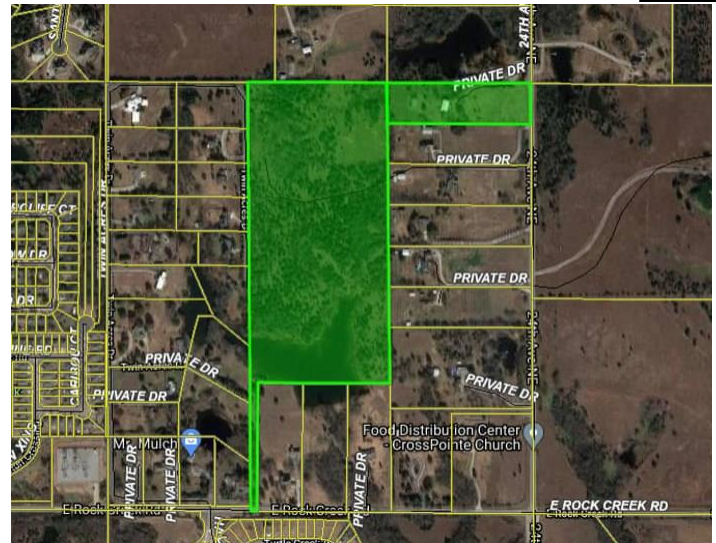
Comparable 2

Sale Information

Buyer	ELS Properties LLC
Seller	Mary J Poillion Trust
Sale Date	9/3/2020
Transaction Status	Recorded
Sale Price	\$1,005,000
Analysis Price	\$1,012,000
Recording Number	6115 / 1013
Rights Transferred	Fee Simple
Financing	Cash to Seller
Conditions of Sale	Arm's Length

Property

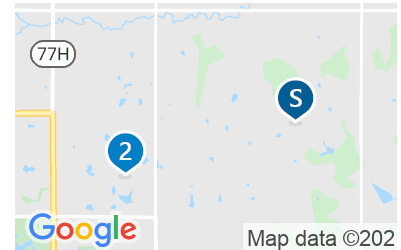
Land Area	34.77 Acres (1,514,581 SF)
Number of Parcels	1
Zoning	RE
Shape	Generally Rectangular
Topography	Level to Sloping



1900 E Rock Creek Rd
Norman, OK 73071

County
Cleveland

Submarket
Norman



APN
R0068290, R0068300

Remarks

Sale of 42.59 Acres of vacant residential land in Norman, OK. Total usable area is 34.77 acres. Actual sale price was \$1,005,000 or / \$28,904/Usable Acre. The site was improved at time of sale with a residential structure. Razing costs are estimated at \$7,000 for an effective sale price of \$1,012,000 or \$29,106/Usable Acre. The property is zoned RE (Residential Estate Dwelling District) by the City of Norman which permits low-density subdivision development. Current zoning code permits a 2-acre minimum lot size. Development for single-family residential would most likely be served by water well and septic system.

Subdivision Land- SW Oklahoma City

Comparable 3

Sale Information

Buyer	Landmark True Investments LLC	
Seller	Warr Farmland Fund LLC	
Sale Date	10/1/2020	
Transaction Status	Recorded	
Sale Price	\$277,000	\$0.67 /SF Land
Analysis Price	\$277,000	\$0.67 /SF Land
Recording Number	6127 / 1416	
Rights Transferred	Fee Simple	
Financing	Cash to Seller	
Conditions of Sale	Arm's Length	

Property

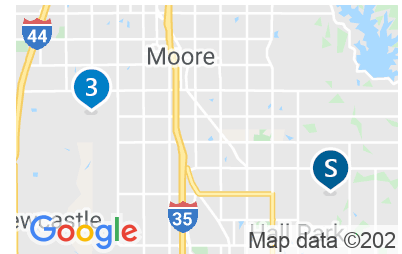
Land Area	9.4227 Acres (410,453 SF)
Number of Parcels	1
Zoning	PUD-1673 with underlying R-1
Shape	Generally Rectangular
Topography	Level to Sloping



1845 SW 164th St
Oklahoma City, OK 73170

County
Cleveland

Submarket
Moore



APN
SDC2103W29084

Remarks

Sale of 9.42 Acres of Subdivision Land for \$277,000 which equates to \$29,406/AC. The property is zoned R-1 (Single-Family Residential) by Oklahoma City. Minimum lot size is 5,000 SF. Development for single-family residential would most likely be served by city water and sanitary sewer.

12th and Tecumseh Subdivision Land - Norman

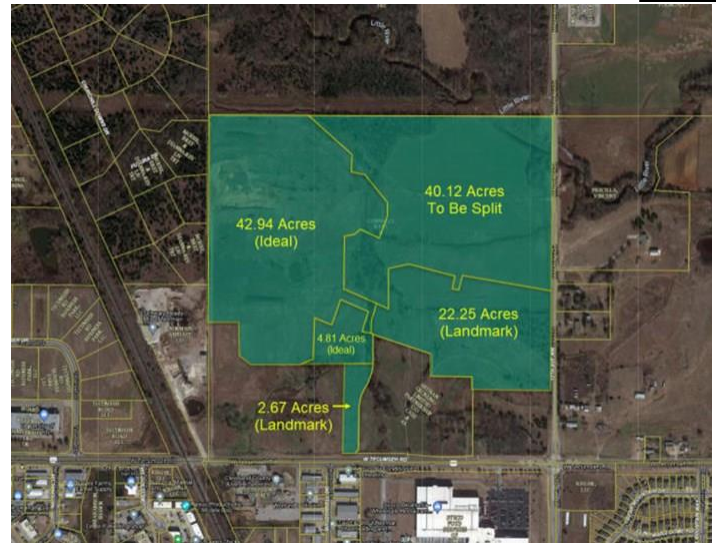
Comparable 4

Sale Information

Buyer	Landmark Land Company	
Seller	Kent B Connally	
Sale Date	10/1/2020	
Transaction Status	Recorded	
Sale Price	\$2,835,750	\$0.80 /SF Land
Analysis Price	\$2,835,750	\$0.80 /SF Land
Rights Transferred	Fee Simple	
Financing	Cash to seller	
Conditions of Sale	Arm's Length	

Property

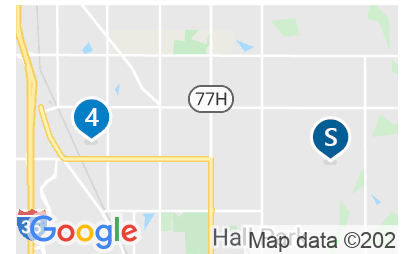
Land Area	81.27 Acres (3,540,121 SF)
Number of Parcels	1
Zoning	PUD with underlying R-1
Shape	Generally Rectangular
Topography	Level
Utilities	All Available
Easements	None
Environmental	None
Flood Zones	Zone X (Unshaded)



Vicinity 12th and Tecumseh
Norman, OK 73069

County
Cleveland

APN
R0187912



Remarks

This is the sale of 114.24 acres of vacant land located on NW 12th Ave and Tecumseh in Norman, OK. The usable site size is 81.27 acres net of 32.97 acres located in FEMA Flood Zone AE. The land will be divided after the purchase between Landmark Homes (37.71 gross acres/24.65 usable acres) and Ideal Homes (76.53 gross acres/56.62 usable acres). The sale price is \$2,835,750 which equates to \$34,892/usable acre. The property is zoned R-1 (Single-Family Residential) by the City of Norman. Minimum lot size is 5,000 SF. Development for single-family residential would most likely be served by city water and sanitary sewer.

Sienna Springs Subdivision Land - Norman

Comparable 5

Sale Information

Buyer	Skyridge Homes, Inc	
Seller	Siena Speings Dev, LLC	
Sale Date	8/24/2021	
Transaction Status	Recorded	
Sale Price	\$800,000	\$0.74 /SF Land
Recording Number	6109/809	
Rights Transferred	Fee Simple	
Financing	Cash to seller	
Conditions of Sale	Arms Length	

Property

Land Area	24.71 Acres (1,076,368 SF)
Number of Parcels	1
Zoning	PUD
Shape	L-Shaped
Topography	Level
Corner	No

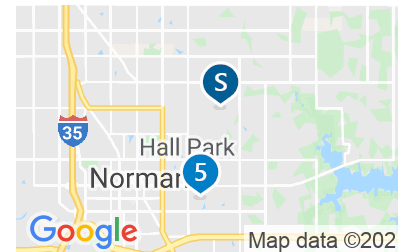


712 Siena Springs Dr
Norman, OK 73071

County
Cleveland

Submarket
Norman

APN
R0158416



Remarks

Sale of 24.71 acres of vacant land acquired for residential subdivision development. Sale price is \$800,000 or \$32,375.55/acre. Development for single-family residential would most likely be served by city water and sanitary sewer.

Future Cardinal Landing Development Tract

Comparable 6

Sale Information

Buyer	Cardinal Landing Land Company, LLC	
Seller	Margaret Andrews Rev. Trust & Bob Lee Smith Rev. Trust	
Sale Date	8/24/2021	
Transaction Status	Recorded	
Sale Price	\$3,800,000	\$0.80 /SF Land
Analysis Price	\$3,800,000	\$0.80 /SF Land
Recording Number	6300 / 386	
Rights Transferred	Fee Simple	
Financing	Cash to Seller	
Conditions of Sale	Arm's Length	

Property

Land Area	109.5474 Acres (4,771,883 SF)
Number of Parcels	1
Zoning	PUD with underlying R-1
Shape	Generally Rectangular
Topography	Level
Corner	Yes



1920 SE 19th St
Moore, OK 73160

County
Cleveland

Submarket
Moore

APN
SDC2102W30006



Remarks

Sale of approximately 110 acres of usable subdivision land and 1 commercial lot for \$3,800,000 which equates to \$38,000/Acre. Proposed Cardinal Landing Subdivision will comprise 493 lots with widths of 50-60' and 1 commercial lot on the hard corner. The property is zoned R-1 (Single Family Residential) by the City of Moore. Development for single-family residential would most likely be served by city water and sanitary sewer.

Engagement Letter



Fiscal Year 2022 Page 1 of 1

Bill To
UTILITIES ADMINISTRATION
 201-C West Gray St
 Norman, OK 73069

UTAD

Ship To
UTILITIES ADMINISTRATION
 201-C West Gray St
 Norman, OK 73069

UTAD

Purchase Order Number **22003993**

Purchase Order Date 10/14/2021

Department Water Admin

Vendor
NPVAL LLC
 15309 FOUNTAIN CREEK LANE
 EDMOND, OK 73013

21063

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		21063	32205357	Gay Webb	

NOTES

Appraisal for 28 acres - 4020 E. Tecumseh Rd

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

Ship Via:

F.O.B: Destination

Terms: NET/30

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Appraisal for 28 acres - 4020 E. Tecumseh Rd. GL #: 31993398 - 46001 Project #: E-WA0214-LAND - -	1.0000	EA	\$2,750.0000	\$2,750.00

Approver Name: munis

Approval Date: 10/14/2021

Total Ext. Price \$2,750.00

Purchase Order Total **\$2,750.00**

File Attachments for Item:

19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-96: A REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, A MUNICIPAL CORPORATION, AND WESTERN FARMERS ELECTRIC COOPERATIVE IN THE AMOUNT OF \$446,469.13, AND PROVIDING FOR THE SHARING OF COSTS FOR TRANSMISSION LINE RELOCATION OCCASIONED BY THE 36TH AVENUE BOND PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/22/2022

REQUESTER: Elisabeth Muckala, Asst. City Attorney

PRESENTER: Elisabeth Muckala, Asst. City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-96: A REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, A MUNICIPAL CORPORATION, AND WESTERN FARMERS ELECTRIC COOPERATIVE IN THE AMOUNT OF \$446,469.13, AND PROVIDING FOR THE SHARING OF COSTS FOR TRANSMISSION LINE RELOCATION OCCASIONED BY THE 36TH AVENUE BOND PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On August 28, 2012, the citizens of Norman voted in favor of a General Obligation Bond Issue to finance the local share of eight transportation/stormwater improvement projects. One of the eight 2012 bond projects is the 36th Avenue NW Widening Bond Project between Tecumseh Road and Indian Hills Road.

On November 22, 2011, the Norman City Council approved Programming Resolution R-1112- 64, requesting federal funds for the 36th Avenue NW Bond Project. This resolution states the City's commitment to adhere to the terms and conditions of a federally-funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, estimated at \$11,500,000, and administration of the construction with the matching share from the City of Norman.

On April 9, 2013, City Council approved engineering services Contract K-1213-170 with the engineering firm of CP&Y in the amount of \$703,878.50 to design 36th Avenue NW Bond project from Tecumseh Road to Indian Hills Road.

On August 14, 2018, City Council approved Resolution R-1819-12 declaring the 36th Avenue NW Project a recoupment project.

Proposed improvements for the 36th Avenue NW Bond Project include:

1. Widen two miles of roadway from two lanes to four lanes
2. New traffic signals at 36th Avenue NW and Franklin Road and 36th Avenue NW and Indian Hills Road
3. Interconnect signals between Tecumseh Road and Indian Hills Road
4. Dedicated left turn lanes at All Saints Catholic School
5. Fifth lane north of Indian Hills Road to Market Place
6. Storm water improvements
7. Continuous sidewalks along both sides of the roadway with the 10-foot-wide Legacy Trail from Tecumseh Road to Franklin Road on the east side
8. Bicycling facilities as listed in the Norman Bike Plan

On February 26, 2019, City Council approved Authorization for Expenditure No. One from Contract K-1314-102 with Smith-Roberts Land Services, Inc., for the 36th Avenue NW Bond Project - Phase 1, in the amount of \$54,324 for right-of-way acquisition services. On May 28, 2019, City Council approved Amendment One to Contract K-1213-170 for engineering design of the 36th Avenue NW Widening Bond Project from Tecumseh Road to Market Place, with CP&Y, Inc., in the amount of \$193,895.

On August 13, 2019, City Council approved Authorization for Expenditure Three under contract K-1314-102 with Smith-Roberts Land Services, Inc., for right of way acquisition services for Phase Two of the 36th Avenue Northwest Widening Bond Project, from Franklin Road to Market Place, in the amount of \$130,116.

On November 12, 2019, City Council approved Authorization for Expenditure Four, under Contract K-1314-102, with Smith-Roberts Land Services, Inc., in the amount of \$20,180 for additional right-of-way acquisition services due to an increase in the number of parcels and appraisals included in Phase Two of the 36th Avenue Northwest Widening Bond Project.

Necessary parcels for the project have been acquired, some through eminent domain actions that have been completed in the District Court for Cleveland County, Oklahoma.

DISCUSSION:

This proposed Agreement concerns Western Farmers Electrical Cooperative (WFEC) existing utility lines within Phase One of the project (between Tecumseh Road and through the Franklin Road Intersection), which require relocation in order to accommodate the project. A map of the area affected by the relocation is depicted within Appendix A of the Agreement. The City would ordinarily be responsible for some costs relating to utility relocation within private easements occasioned by a project; however certain WFEC infrastructure was mistakenly located by WFEC (or its contractors) within existing City statutory right-of-way. Thus, the parties have endeavored to reach an amicable resolution of each party's share of relocation cost.

WFEC initiated the relocation process last year by bidding for the manufacture of certain large utility poles and required anchor bolts. Due to current market conditions, the manufacture of these items had a significant lead time and the contractor was only able to guarantee product cost for a short period of time. As a result, the parties entered into Contract K-2021-126 in May of 2021, a Memorandum of Understanding setting forth an agreement for the procurement of

these poles and an initial pay-share agreement regarding the same.

WFEC has completed bidding with respect to the remaining project components and the parties now have a final estimate of project costs, including the City's reimbursable cost share. The project is currently estimated at \$864,251.23, with the City's share costing \$446,469.13 (51.7%) and WFEC's share costing \$417,782.10 (48.3%). These amounts are inclusive of the amounts set forth in the previous MOU, Contract K-2021-126; therefore, that agreement will be fully superseded and replaced by Contract K-2122-96 upon its approval by City Council.

The current Agreement provides a final resolution of the parties' positions regarding responsibility for this relocation, whereby the City is responsible for this share of the bid project, and may be subject to additional actual costs on its pro-rata share once the project has finally concluded and the final project cost is known. The Agreement provides for WFEC's completion of the relocation and permits WFEC access to necessary City rights-of-way and easements for associated maintenance.

Finally, the Agreement provides mechanisms for disputes of invoiced charges, as well as a procedure for WFEC to account for any additional, and currently unforeseen, costs due from the City. This Agreement also provides for mutual releases by both parties for future potential legal responsibility.

On February 16, 2022, the Executive Board for WFEC considered K-2122-126 and approved its terms, subject to the City's subsequent approval of the same terms. Upon approval by the City, the parties will exchange final signatures so that the relocation may get immediately underway.

Funds are available in the 36th NW: Tecumseh-Indian Hills project (BP0197) but will need to be transferred from the Construction Account (50595552-46101) to the Utility Account (50595552-46701) to cover the cost of the City's share of the utility relocations.

RECOMMENDATION NO. 1:

Staff believes the costs proposed are reasonable and represent a fair and equitable allocation of responsibility for the subject relocation by WFEC. City staff thus recommends that the above-described Contract K-2122-126 be approved for execution by the Mayor, and that City Staff be authorized to proceed with payments for its responsibility of the relocation project, as set forth in the contract.

RECOMMENDATION NO. 2:

Transfer of budget funds between phases within the 36th Avenue NW: Tecumseh-Indian Hills project from Construction Account (50595552-46101, BP0197) to the Utility Account (50595552-46701, BP0197) in the amount of \$446,469.13.

REIMBURSEMENT AGREEMENT
Utility Relocation Project
City of Norman, OK

THIS REIMBURSEMENT AGREEMENT For Utility Relocation, 36th Ave. NW, Norman, OK ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the City of Norman ("CITY") and Western Farmers Electric Cooperative, a cooperative corporation organized and existing under the laws of the State of Oklahoma ("WFEC"), who owns the transmission facilities that are in conflict with the expansion of 36th Avenue Northwest currently being constructed by the CITY. The CITY and WFEC are herein sometimes individually referred to as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, the CITY agrees to reimburse WFEC, WFEC agrees to perform services, and the Parties generally agree to perform their obligations, contained in this Agreement and as further set forth herein.

WHEREAS, the CITY and WFEC agree and acknowledge that this Agreement sets for the terms of the CITY's reimbursement for alleged damages associated with the relocation of certain facilities as a result of the City's expansion of 36th Avenue Northwest and acknowledges the existence a bona fide dispute as to the amount of each parties' responsibility for said alleged damages (hereafter the "Dispute").

WHEREAS, the CITY and WFEC agree and acknowledge that WFEC, or its hired subcontractors, will perform the Services for said relocation (see below), which Services do not constitute a public construction project of the City of Norman, and which are not bound by the provisions of the Oklahoma Competitive Bidding Act, or the City of Norman's public bidding procedures.

NOW, THEREFORE, for and in consideration of the promises herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. The total engineering, planning and actual work to accomplish the relocation (hereinafter the "Services"), and the estimate of each Party's responsibility for its share of the Services (hereinafter the "Cost Estimates") are collectively set forth in Appendix A, which is attached hereto and fully incorporated herein. The Parties acknowledge and agree that the Cost Estimates are estimates only Customer agrees to, and shall timely reimburse WFEC for its pro-rata share of any unforeseen increase in actual costs. To be reimbursed for such an increase, WFEC must submit information identifying the basis for the requested increase and

Reimbursement Agreement - Utility Relocation

documentation establishing the total amount incurred by WFEC for the related Services in the manner set forth in Paragraph 2 herein.

2. Within sixty (60) days of completion of all Services, WFEC shall submit an invoice to the CITY setting forth the total amount of requested reimbursement. Concurrently with any such invoice, WFEC shall provide CITY a detailed summary of Services completed, and materials purchased to date, including any information required by Paragraph 1 above. CITY shall have thirty (30) days follow receipt of the invoice to submit a question or protest as to any items included in the WFEC invoice and related documents, and WFEC shall respond to any such request or protest within ten (10) days, providing any additional requested information relating to the questioned charge. CITY shall have forty-five (45) days from receipt of the invoice to remit payment to WFEC, less any amounts still in dispute. CITY shall remit payment for any disputed amounts within fifteen (15) days of receipt of satisfactory additional information from WFEC relating to the disputed or questioned charge.
3. CITY hereby grants WFEC a right-of-entry to public rights-of-way and existing CITY utility easements for performance of the Services addressed by this Agreement. Additionally, WFEC shall, at all times, have access to the facilities resulting from the Services under this Agreement that are located within public rights of way or CITY utility easements for the purposes of maintenance and repair.
4. Transmission Owner shall use standards of quality and performance in execution of the Services consistent with prudent electric utility practice, including installation and maintenance of its facilities subject to this Agreement in compliance with the National Electrical Safety Code (NESC).
5. To the extent permitted by law, CITY and WFEC each hereby agree to defend, indemnify, and hold harmless the other Party, its officers, servants, and employees ("Indemnifying Party" or "Indemnifying Parties"), from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or act of simple negligence by the Indemnifying Party during or relating to the performance of services under this Agreement. CITY and WFEC 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.
6. In acknowledging that this Reimbursement Agreement embodies the final and complete resolution of disputed claims and the express reservation by both parties of respective arguments with respect to the same, the Parties hereby each agree to fully and finally release the other with respect to any damages relating to any claims, in law or equity, known or unknown, that could have been stated with respect to the matters resolved by this Reimbursement Agreement and the Dispute. Such release excepts any claims relating to the enforcement of the terms of this Reimbursement Agreement.

Reimbursement Agreement - Utility Relocation

7. Unless otherwise provided herein, any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed to be properly served, given, or made if delivered in person, or sent by registered or certified mail, addressed to the Party being notified as listed below:

CITY OF NORMAN, OK**WESTERN FARMERS ELECTRIC
COOPERATIVE**

Address: P.O. Box. 370
Norman, OK 73070

Attention: City Engineer, Scott Sturtz

Address: P.O. Box 429
Anadarko, OK 73005

Attention: Matthew A. Caves

Addresses shall be kept current by written notice made in the manner provided above for any written notice.

8. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the applicable laws of the State of Oklahoma, regardless of the conflicts of law provisions thereof.
9. This Agreement constitutes the entire agreement between the Parties hereto with reference to the subject matter hereof, and no change or modification as to any of the provisions hereof shall be binding unless reduced to writing and approved by a duly authorized representative of CITY and WFEC. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
10. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto, as applicable.
11. 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.
12. The undersigned representative hereby represents that he or she has authority from the appropriate Party to execute this Agreement on that Party's behalf.
13. This agreement may be executed in counterparts, with each such counterpart representing a valid execution of the document as a whole, and each such execution enforceable as a matter of law.

Reimbursement Agreement - Utility Relocation

14. Neither Party may assign this agreement without the written permission of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their undersigned duly authorized representatives, effective as of the date(s) first set forth above.

City of Norman ("CITY"):

By: _____
Mayor Breea Clark

ATTEST: _____
Brenda Hall, City Clerk

Date: _____

Date: _____

Approved as to legality and form this _____ day of _____, 2022.

City Attorney's Office

Western Farmers Electric Cooperative ("WFEC"):

By: _____
Gary Ray Roulet, Chief Executive Officer

ATTEST: _____
Angela Daugherty, Executive Administrator

Date: _____

Date: _____

Approved as to legality and form this _____ day of _____, 2022.

General Counsel's Office

Reimbursement Agreement - Utility Relocation

APPENDIX A - SERVICES

This Appendix A is incorporated and made a part of the REIMBURSEMENT AGREEMENT (“Agreement”) between the City of Norman (“CITY”) and Western Farmers Electric Cooperative (“WFEC”). The cost estimate for the total scope of Services provided in this Appendix A shall collectively be called the “Cost Estimate.” CITY and WFEC hereby acknowledge and agree that the Cost Estimate is only an estimate, and that the Parties shall “true up” actual costs at the completion of the project. City hereby agrees to, and shall, reimburse WFEC for its share of all actual costs, including any applicable taxes associated with these Services in compliance with the Reimbursement Agreement executed between the Parties.

BACKGROUND

This Utility Relocation project consists of relocating portions of an existing .54 mile section of WFEC’s 138kV transmission line at the 36th Avenue NW and Franklin Road Junction in order to accommodate the City’s expansion of 36th Avenue Northwest.

SERVICES

The scope of work to be completed (“Services”) shall be as described below, plus any work or services necessary or advisable to complete the Services:



Figure A1: Showing the redesign of the 36th & Franklin Intersection

Reimbursement Agreement - Utility Relocation

Pursuant Figure A1, the orange line shows the new transmission line route spanning from Structure 9 to Structure 11. In accordance with this route relocation and design, the structures referenced below will be removed, repositioned, and replaced. Conductor will also be removed and reinstalled on these structures.

- Structure 8 will be replaced with a new direct-embed steel structure.
- Structures 9 and 11 will be replaced with self-supporting steel structures with concrete foundations to accommodate the transmission line turn and crossing.
- Structure 10 and associated stub pole and guy wires will be removed.
- Structure 12 will be replaced with a wooden structure.
- Structures 21, 22, 23, and 24 will be repositioned with wood structures
- Structure 6 has been replaced with a direct imbed steel pole by WFEC. This structure was removed and replaced in order to accommodate construction at the City's new community park.

COST ALLOCATION ESTIMATE¹

Pursuant this Agreement the Parties agree to allocate the costs of the Utility Relocation Project as follows:

Category Costs	Total	City of Norman	WFEC
Engineering Design, Survey and Relocation Expenses and Services	\$58,250.00	\$48,250.00	\$10,000.00
Overhead	\$54,033.88	\$27,016.94	\$27,016.94
Transportation	\$7,170.00	\$3,585.00	\$3,585.00
Construction Inspection	\$31,705.00	\$15,852.50	\$15,852.50
Interest During Construction	\$5,458.10	\$2,729.05	\$2,729.05
WFEC Internal Construction Costs for Structure 6	\$54,717.00	\$0.00	\$54,717.00
Construction services for structures 8 and 9	\$214,457.50	\$107,228.75	\$107,228.75
Construction services for structures 10, 11 and 12	\$205,566.82	\$205,536.80	\$0.00
Construction services for structures 21, 22, 23 and 24.	\$160,412.79	\$0.00	\$160,412.79
Conductor Removal and Install	\$72,480.14	\$36,240.07	\$36,240.07
Total estimated	\$864,251.23	\$446,469.13	\$417,782.10

¹ The listed costs are inclusive of the amounts referenced in that previous Memorandum of Understanding dated May 11, 2021 between the parties, Contract No. K-2021-126 ("MOU"). Thus, this Contract No. K-2122-96 hereby supersedes and replaces the MOU in its entirety.

Contract No. K-2021-126

MEMORANDUM OF UNDERSTANDING**For the Reimbursement of and Cost Share with WFEC for Certain Utility Relocation Costs**

This Memorandum of Understanding ("MOU") is entered into on the 11th day of May, 2021, by and between the City of Norman, Oklahoma, a municipal corporation ("City"), and Western Farmers Electric Cooperative ("WFEC"), for the purpose of agreeing to the City's reimbursement to WFEC of certain costs incurred by WFEC relating to utility poles necessary for WFEC's relocation of certain utility lines as a part of the 36th Avenue NW Bond Project.

WHEREAS, on August 28, 2012, the citizens of Norman voted in favor of a Bond Issue to finance the local share of eight transportation/stormwater projects. One of the eight 2012 bond projects is the 36th Avenue NW Bond Project between Tecumseh Road and Indian Hills Road.

WHEREAS, this MOU relates to Phase I of the 36th Avenue NW Bond Project, which extends from Tecumseh Road through the intersection of 36th Avenue NW and Franklin Avenue. ("City Bond Project").

WHEREAS, the Norman City Council has previously approved a Programming Resolution, R-1112-64 and Contracts K-1314-102 (including various subsequent authorizations for expenditure) and K-1213-170 for professional consulting and engineering design services relating to the City Bond Project.

WHEREAS, necessary property acquisitions and relocation of existing utilities must take place before ACOG funding is granted or construction of the City Project is begun. To date, all necessary property acquisitions for the City Bond Project have been completed and the relocation of WFEC's utility lines is the final utility relocation requiring completion.

WHEREAS, should a controversy or disagreement arise between WFEC and the City regarding the share of responsibility for costs relating to relocation of certain lines affecting the City Bond Project, both parties shall endeavor to negotiate in good faith to reach an amicable agreement as to the overall allocation of the relocation cost. Neither party waives its arguments regarding said responsibility.

WHEREAS, WFEC is an entity subject to public competitive bidding requirements and has solicited and obtained time-sensitive bids for a certain portion of the disputed material costs, and the parties have reached an agreement as each party's share of responsibility for these material costs. The parties intend the agreement herein to be binding upon approval of this MOU, yet ultimately become part of a larger agreement addressing all material and labor costs concerning WFEC's line relocation for the City Bond Project.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES, that each party as indicated by its signature affixed to this MOU, do hereby agree to the following terms to be more fully set forth in a final Reimbursement and Cost Share Agreement ("the Agreement" to be negotiated and approved by further mutual agreement of the Parties at a future date:

1. **Approval of Material Costs.** Both parties hereby approve payment of its respective share of the costs associated with the fabrication of three utility poles and required anchor bolts pursuant to Meyers Utility Structures' Proposal No.39685, in the total amount of Ninety-Eight Thousand Eight Hundred Forty-Three and 00/100 Dollars **(\$98,843.00)**("Material Costs").
2. **Respective Share of Material Costs.** Both parties hereby approve, and affirm each's responsibility for payment of the following portions of the total Material Costs:
 - a. WFEC: Twenty-Nine Thousand Five Hundred Sixty-Eight and 50/100 Dollars **(\$29,568.50)**.
 - b. City: Sixty-Nine Thousand Two Hundred Seventy-Four and 50/100 Dollars **(\$69,274.50)**.

The timing of reimbursement pursuant to this agreed cost share shall be set by future agreement; however, if said agreement is not complete within the fiscal year, reimbursement to WFEC shall occur no later than June 30, 2022.

3. Other General Terms.

- a. Neither party may assign this MOU or the Agreement without the prior written consent of the other party.
- b. This document may be executed in counterparts, with each counterpart being treated as an original.
- c. This MOU constitutes the parties' understanding of the terms and conditions of the Agreement at this time and shall constitute the agreement of the parties until such time as a final Reimbursement and Cost Share Agreement is adopted by all parties.
- d. In the event no further Reimbursement and Cost Share Agreement is adopted by the parties, this MOU shall be considered independently binding as to the terms set forth in Paragraphs 1 and 2 herein.

[Remainder of Page Left Intentionally Blank]

Contract No. K-2021-126

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed and effective as of the date set forth above.

CITY OF NORMAN, OKLAHOMA

("CITY")

BY: _____

Mayor, Breea Clark



ATTEST: _____

Deputy City Clerk Ellen Usry

Approved as to form and legality this 10 day of May, 2021.

Christine L. Lusk

Office of the City Attorney

WESTERN FARMERS ELECTRIC COOPERATIVE

("WFEC")

BY: _____

CEO, Gary R. Roulet

Approved as to form and legality this 7th day of May, 2021.

[Signature]

WFEC Office of Legal Counsel

MOU with WFEC Page 3 of 3

File Attachments for Item:

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF REQUEST FOR PROPOSAL RFP-2122-33, CONTRACT K-2122-97 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS, L.L.C., IN THE AMOUNT OF \$200,000, PERFORMANCE BOND B-2122-69; STATUTORY BOND B-2122-70; AND MAINTENANCE BOND MB-2122-51 FOR THE CHERRY CREEK PARK PLAYGROUND PROJECT; AND RESOLUTION R-2122-91 GRANTING TAX-EXEMPT STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/22/2022

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF REQUEST FOR PROPOSAL RFP-2122-33, CONTRACT K-2122-97 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS, L.L.C., IN THE AMOUNT OF \$200,000, PERFORMANCE BOND B-2122-69; STATUTORY BOND B-2122-70; AND MAINTENANCE BOND MB-2122-51 FOR THE CHERRY CREEK PARK PLAYGROUND PROJECT; AND RESOLUTION R-2122-91 GRANTING TAX-EXEMPT STATUS.

BACKGROUND:

In October of 2015, Norman citizens passed the Norman Forward Initiative, which funds various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative is a project to improve all of the city's neighborhood parks. The funds for this project are "pay-as-you-go," meaning that Parks can only do a few park projects per year as the funds from the sales tax are collected. Knowing this, Park Development staff worked to identify a set of criteria to determine which parks had the most immediate needs to bring them up to the standards we expect in our public parks. The overall NORMAN FORWARD Neighborhood Park Improvement plan was presented to the Board of Park Commissioners in March of 2017 and then to the City Council in May 2017 for approval to spend the first five years of funding. After completing renovation projects at our four most needy parks in the program's first four years, Cherry Creek Park was identified as the next park for playground and park improvements. The Cherry Creek Park improvements include a major playground replacement with synthetic grass safety surfacing, and a new restroom.

DISCUSSION:

On November 12 and 19, 2021, Request for Proposal (RFP) Number 2122-33 for the Cherry Creek Park Playground Project was advertised in the Norman Transcript, Southwest Construction News, e-Plan, i-Square Foot, Bid News, and Dodge Report. Requests for proposals were distributed directly to five playground equipment vendors, three of whom responded with complete proposals.

Parks and Recreation staff evaluated the playground proposals based on their providing the optimum number of diverse play events, overall play area, and age appropriateness for the neighborhood. The play equipment chosen maximized play value for all ages by incorporating multi-level play decks, climbing components, and slides, with heights that range from 3 feet to 8 feet tall. This will allow children of all ages to enjoy the equipment in various ways. The additional stand-alone play components in the playground will include other unique play equipment, which sets it apart from other proposals and makes the playground even more innovative, accommodating an extensive range of ages and abilities on the equipment. All bidders were asked to maximize the \$200,000 playground budget and include accessible features as part of their proposal. When the different projects were compared, it was determined that the playground being offered by Happy Playgrounds, L.L.C., presented the most significant number and variety of play features versus the total price.

RECOMMENDATION NO. 1:

It is recommended that Request for Proposal RFP 2122-33 be awarded to Happy Playgrounds L.L.C. in the amount of \$200,000 for the Cherry Creek Park Playground Project. The funding of \$200,000 is available for this project in Norman Forward Neighborhood Park Improvements, Construction (account 51798830-46101; project NFP101).

RECOMMENDATION NO.2:

It is further recommended that City Council approve Contract K-2122-97, Performance Bond B-2122-69, Statutory Bond B-2122-70, and Maintenance Bond MB-2122-51.

RECOMMENDATION NO.3:

It is further recommended that Happy Playgrounds L.L.C. be authorized and appointed as project agent for the Cherry Creek Park Playground Project by Resolution R-2122-91.



Happy Playgrounds
Play, World, Play!

Cherry Creek Park
RFP 2122-33
Option #2
Norman, OK

8601 S. Oxford Ave.
Tulsa, OK 74137
918-851-9518
kelli.collins@happyplaygrounds.com
www.happyplaygrounds.com

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. **Non-Collusion Affidavit**

STATE OF Oklahoma)

COUNTY OF Tulsa)

Kelli Collins, 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. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, of any other terms of said prospective contract; or in any discussions between bidders and any government 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 (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

SIGNED: Kelli Collins

Subscribed and sworn to before me this 17th day of December 2021.

Brian J. Collins

Notary Public

My Commission Expires:

7/9/2022



B. Business Relationships AffidavitSTATE OF Oklahoma)COUNTY OF Tulsa)

Kelli Collins, 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. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

N/A

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

N/A

(If none of the business relationships herein above mentioned exist, affiant should so state.)

Subscribed and sworn to before me this 17th day of December 2021

Brian J. Collins
Notary Public

My Commission Expires:

7/9/2022

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows:

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment notices to be provided by the City Clerk of the City of Norman setting forth provisions in this section.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.



Contractor

ATTEST:



SECRETARY

FALSE INFORMATION AFFIDAVIT

STATE OF Oklahoma)
) SS:
 COUNTY OF Tulsa)

Kelli Collins, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm/Company of Happy Playgrounds, LLC to submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

Kelli Collins
 Contractor

Subscribed and sworn to before me this 17th day of December, 2021.

Brian J. Collins
 Notary Public

My Commission Expires: 7/9/2022

Commission Number: 18006823



PAGE 1 OF 3 (RFP 2122-33)
BID PROPOSAL

DATE: 12/21/2021

PROJECT: Cherry Creek Park Playground

Proposal From: Happy Playgrounds, LLC

Company Name (Printed)

8601 S. Oxford Ave, Tulsa, OK 74137

Company Address (Printed)

LOCATION: Cherry Creek Park // 530 West Stone Well Drive // Norman, Oklahoma

Proposal of Happy Playgrounds, LLC

Ltd Liability Company

(hereinafter called "Bidder") a ~~corporation/partnership/an individual~~ (strike out inapplicable terms) doing business in the state of Oklahoma

To: The City of Norman, Oklahoma

Gentlemen:

The undersigned, as the Bidder, declares that before preparing his/her bid, (s)he read carefully the instructions to bidders, the Request For Proposals, examined the form of the contract and the several bonds and the information blanks to be submitted, and that (s)he is familiar with all the provisions of the same and with all the requirements of the complete contract to be entered into and bonds to be executed; that (s)he has carefully examined the specifications for the proposed work on file with the City Controller and Director of Parks and Recreation, that (s)he has visited the site of the work, has examined carefully all local conditions, has informed himself/herself by his/her independent research and soundings of all the difficulties to be encountered, has judged for himself/herself of the accessibility of the work, and the quantities and character of the materials to be encountered or excavated and all attending circumstances affecting the cost of doing the work and the time required for its completion and that this bid is made with full knowledge of the difficulties that may be encountered and the kinds, quantity and quality of the plant work, and materials required or to be encountered, and with full knowledge of all specifications and estimates and all provisions of the contract and bonds, gained by the independent research of the Bidder.

Said Bidder proposes and agrees that if his/her proposal is accepted, (s)he will enter into a contract with the City of Norman, within ten (10) days after the acceptance of his/her bid, for the furnishing of all necessary equipment (including rentals), tools, all work necessary to erect, construct and install the structure and appurtenances complete in place in the manner and under conditions required by the contract and by the specifications therefore, on file in the Office of the City Controller and Director of Parks and Recreation, Norman, Oklahoma for the following amounts:

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract and bonds for the project within ten (10) days.

PAGE 2 OF 3 (RFP 2122-33)
BID PROPOSAL

Total price for the base bid is as follows:

BID PROPOSAL

SECTION 1: CHERRY CREEK PARK PLAYGROUND

<u>Item Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit \$</u>	<u>Total Cost</u>
1. Design and installation of the equipment listed in item #6 of the RFP 2122-33; including synthetic turf safety surfacing as described in item #3 of RFP 2122-33.	1	L.S.	\$ <u>200,000.00</u>	\$ <u>200,000.00</u>

Total Base Proposal \$ 200,000.00

Total Base Proposal in words: \$ Two hundred thousand dollars and no cents

PAGE 3 OF 3 (RFP 2122-33)
BID PROPOSAL

The Contractor hereby agrees to commence work within ten (10) days following issuance of a written NOTICE-TO-PROCEED from the Project Manager and to complete same within ninety (90) consecutive calendar days.

STATE OF Oklahoma)

COUNTY OF Tulsa)

Kelli Collins of lawful age, being first duly sworn, upon his/her oath deposes and says: That (s)he executed the accompanying proposal on behalf of the bidder therein named for the construction of the above improvement in the City of Norman, Oklahoma, and that (s)he had lawful authority to do so and said bidder has not directly nor indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such proposal or proposals, the paying to anyone any money for promotion to any bidder or bidders or other persons of any part of the contract or any part of the subject matter the proposal or proposals of the profits thereof, and that (s)he has not and will not divulge the sealed proposal on such public improvements to any persons whatsoever, except those having partnership or other financial interest with him/her in said proposal or proposals, until after the said sealed proposal or proposals are opened.

SIGNED: Kelli Collins

COMPAY NAME: Happy Playgrounds, LLC

COMPNAY ADDRESS: 8601 S. Oxford Ave.
Tulsa, OK 74137

Incorporated under the laws of:

Oklahoma
 State

Subscribed and sworn to before me, a Notary Public, in and for the State of Oklahoma,
 County of Tulsa this 17th day of December, 2021.

Brian J. Collins
 Notary Public

My Commission Expires: 7/9/2022

Commission Number 18006823





Cherry Creek
Park (Option 2)







HP121621-2

Sales Representative


Happy Playgrounds
Play, World, Play!

Equipment Manufacturer


PLAYWORLD
The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	ECO-ARMOR
 Teal	 Cyan	 Lime-Sand	 Gray
 Orange	 Lime		



Cherry Creek
Park (Option 2)

HP121621-2

Sales Representative



Equipment Manufacturer





Cherry Creek
Park (Option 2)

HP121621-2

Sales Representative

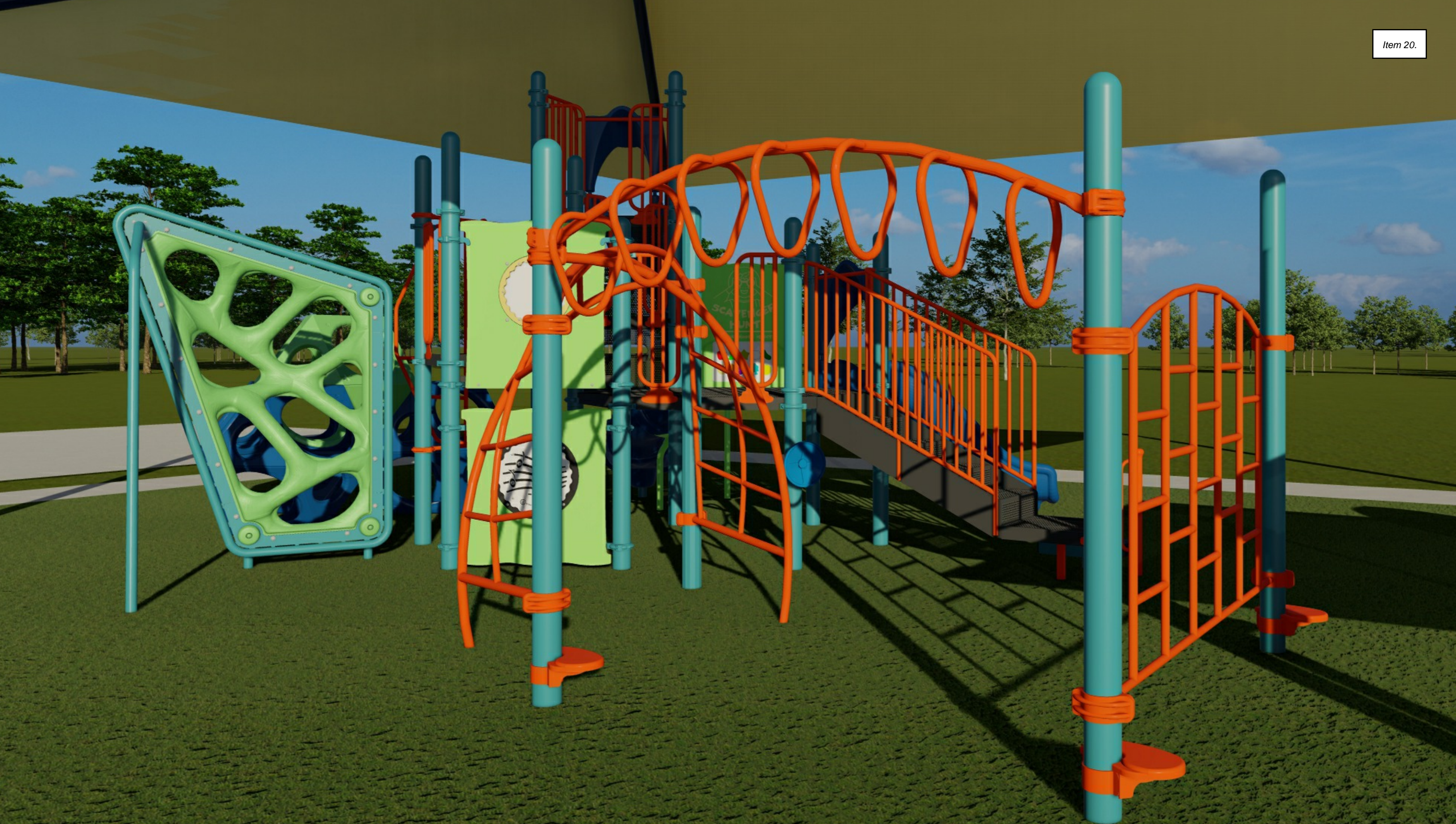


Happy Playgrounds
Play. World. Play!

Equipment Manufacturer



PLAYWORLD
The world needs play.



Cherry Creek
Park (Option 2)

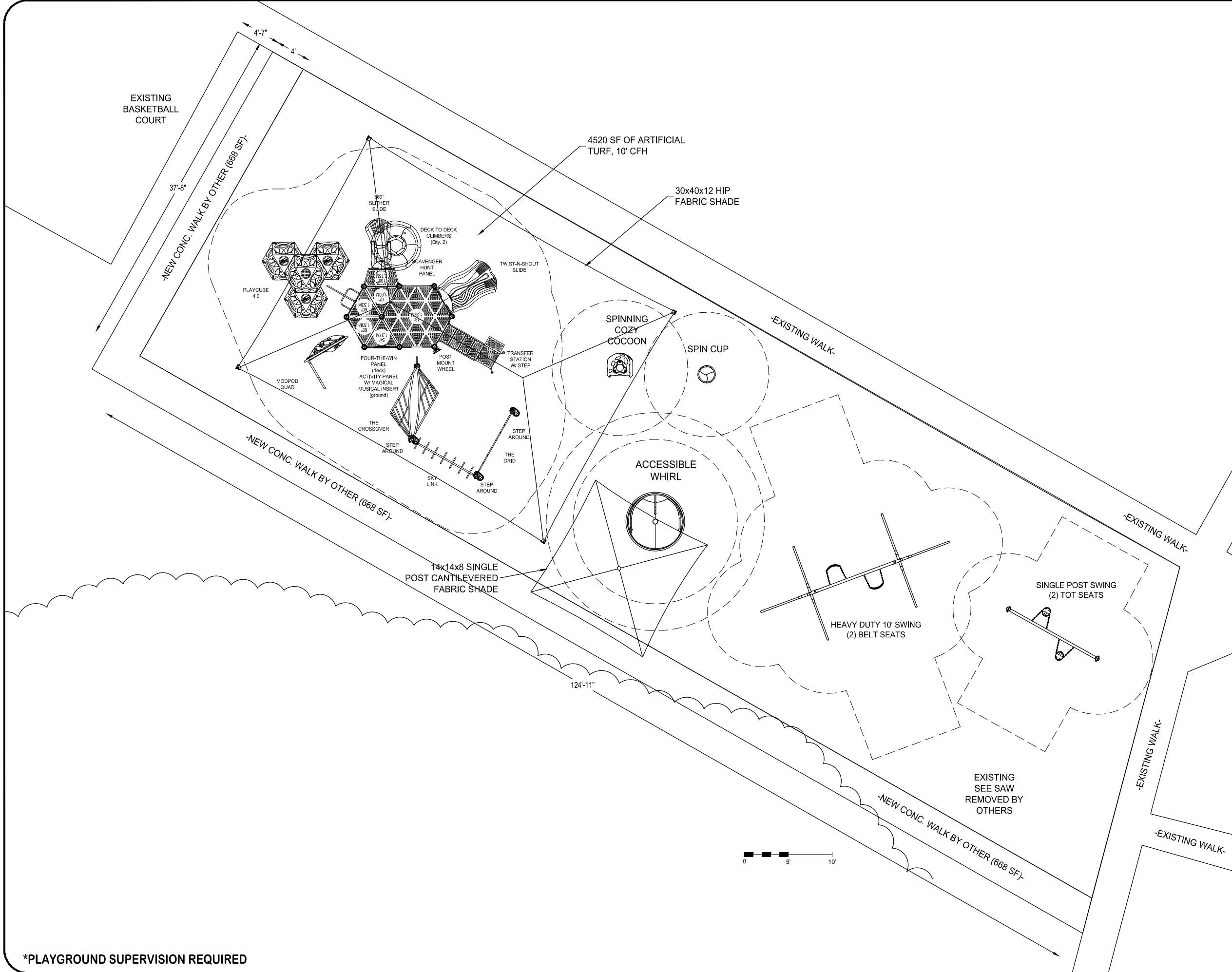
HP121621-2

Sales Representative


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Play, World, Play!

Equipment Manufacturer

 **PLAYWORLD**
The world needs play.



Happy Playgrounds
Play, World, Play!

HappyPlaygrounds.com 918.851.9518

EQUIPMENT SIZE:

-

USE ZONE:

-

AREA:
SEE PLAN

PERIMETER:

FALL HEIGHT:
10FT

USER CAPACITY:
87

AGE GROUP:
5-12

ADA SCHEDULE

Total Elevated Play Activities:		8	
Total Ground-Level Play Activities:		14	
Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types	
Required	4	3	3
Provided	7	14	4

✓ ASTM F1487-17
✓ CPSC #325



PROJECT NO:
HP121621-2

SCALE:
3/32"=1'-0"

DRAWN BY:
TKA

Paper Size


DATE:
12-17-21

B


*PLAYGROUND SUPERVISION REQUIRED

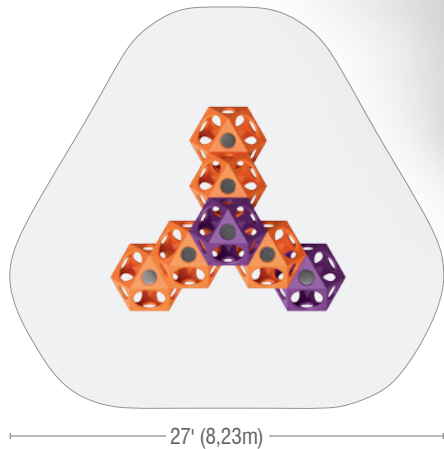
CHERRY CREEK PARK - OPTION 2
NORMAN, OK


Seedpod? Submarine? Time machine?
With simple, yet fascinating form,
PlayCubes can be all the above.

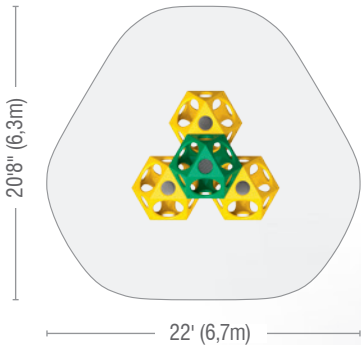
 See more views and info at [Playworld.com/PlayCubes](https://playworld.com/playcubes)




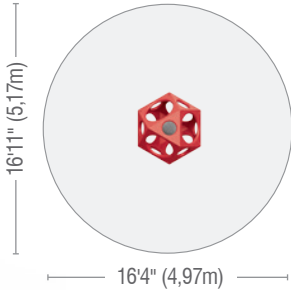
PlayCubes 7.0 Ages 5–12 
A captivating form and a unique, immersive play experience. This seven-cube design encourages traversing, interaction, and invented games.



PlayCubes 4.0 Ages 5–12 
Bring sculptural artistry and free play almost anywhere with a four-cube design that delivers concentrated play value in an efficient footprint.



PlayCubes 1.0 Ages 2–12 
Turn the smallest spaces into an invitation to imagine, climb, meet, hide, or relax. Refresh a playground or bring play to unexpected places—one PlayCube at a time!



Accessible Whirl



Features

Put kids of all abilities on the same level to enjoy the dizzying action.

This modified traditional whirl provides a more accessible motion activity for kids of all ages and ability levels. Built flush with the ground, it allows up to two people with wheelchairs to board quickly and easily without having to transfer from their seat. The surface-level design and bright yellow contrast band around the edge also aids those with visual disabilities in safely boarding. A small seat offers extra physical support for kids or caregivers who prefer to sit, while sloping handrails enable users of different heights to hold on tight. With room for up to nine people in total, this spinner brings everyone together to experience a thrilling centripetal sensation.

Materials:

Hand Rail – 1.66 Dia. 14 gauge powder coated steel

Decking – 14 gauge perf steel coated

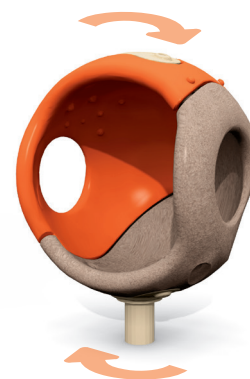
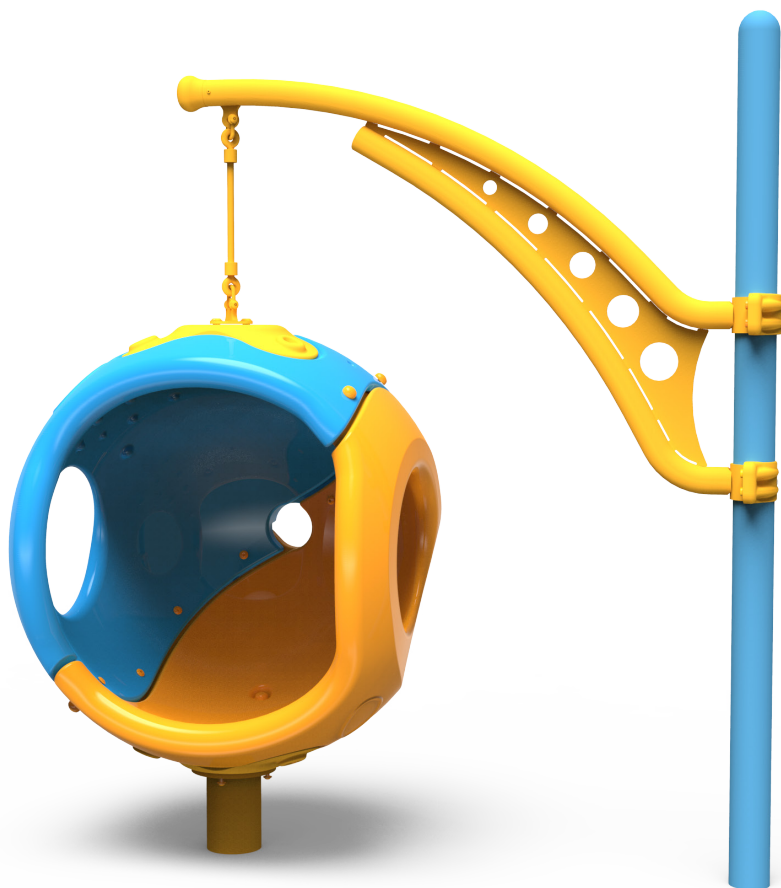
Seat – 3/4” slip resistant HDPE

Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity	Install Hours	Weight
Accessible Whirl	ZZXX1158	2-12	24' 8" Diameter (7,5m Diameter)	6' 8" x 2' 8" 2,0m x 0,8m	ASTM (15") CSA (31.9")	1	9	10	617 lbs (280 kg)
Accessible Whirl - surface mount	ZZXX1158S	2-12	24' 8" Diameter (7,5m Diameter)	6' 8" x 2' 8" 2,0m x 0,8m	ASTM (15") CSA (31.9")	1	9	10	617 lbs (280 kg)

*CSA and EN compliant versions available. See your Playworld representative for more information.

ss_Accessible-Whirl • 11.22.17 • © 2016 Playworld Systems®, Inc.

Cozy Cocoon™



Freestanding Option

Features

Cozy on up to this inclusive sensory escape.

Every kid wants to get away from the action once in a while. Cozy Cocoon is a comfortable place where up to three children (or a child and parent) can retreat to and just hang out or spin the day away. Especially designed for kids on the autism spectrum, this little pod provides a sense of enclosure for children who are overstimulated, while still allowing for easy caregiver supervision through several windows. Interior textures and molded-in features offer a calming activity that encourages imagination and exploration. Cozy Cocoon is available as a stationary component that attaches to your Playmakers® or Challengers® structure via a 6' (1,83m) arm, or as a spinning, freestanding play event.

Materials:

Steel Frame – 2.38" OD 12 gauge galvanized steel tubing, 7 gauge steel plate

Post – 5.00" OD 11 gauge galvanized steel tubing, 3/8" steel plate

Plastic – Double wall rotationally molded LLDPE (linear low density polyethylene)

Rope – Internal four-stranded galvanized steel cables, external polyester yarn stranded rope

Clamps – 535 Almag Aluminum

Hardware – 18-8 grade stainless steel that requires tooling to install or remove

Coating – Super durable polyester powder coat electrostatically applied at a thickness of 2-5mils

Scavenger Hunt Panel



Front



Back



Cast aluminum icon (carrot)

Find the hidden objects.

Children will race to be the first to discover hidden objects throughout your playground. The hidden objects are ten cast aluminum icons in fun shapes that can be installed on any post on your playground. The Scavenger Hunt panel shows these ten familiar shapes for children to discover.

- The ten cast aluminum icons are powder-coated in bright, super durable colors, in familiar shapes (apple, frog, star, flower, pickle, clock, carrot, butterfly, fish and a smiley face.)
- To keep the challenge fresh, the icons can be swapped between their locations using new rivets and the pop rivet tool that is included FREE with your order.
- Promotes shape recognition and cognitive thinking in children ages 2-12 years old.
- Choose one two-color plastic for the panel.

Cherry Creek Park - Option 2

Item 20.

Design Number: HP121621-2 - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Posts			
1	ZZPM0026	5in OD X 132in STEEL POST W/ RIVETED CAP	4
2	ZZPM0036GZ	5in OD X 144in STEEL POST (GROUND ZERO)	3
3	ZZPM0046	5in OD X 156in STEEL POST W/ RIVETED CAP	3
4	ZZPM0128	5in OD x 192in STEEL POST W/RIVETED CAP	2
Decks & Kick Plates			
5	ZZPM0617	TRIANGULAR COATED DECK ASSEMBLY	4
6	ZZPM0619	HEX COATED DECK ASSEMBLY	1
7	ZZPM2530	12in DECK TO DECK KICK PLATE	1
8	ZZUN2290	COATED DECK TO DECK CONNECTION KIT	1
ADA Items			
9	ZZPM2027	TRANSFER STATION (48in DECK)	1
10	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
Slides			
11	ZZPM2727	TWIST AND SHOUT (48in DECK)	1
12	ZZPM3216	SLITHER SLIDE 2.0 BALCONY ENTRY/EXIT	1
13	ZZUN3207	SLITHER SLIDE 2.0 (STRAIGHT SECTION)	1
14	ZZUN3217	SLITHER SLIDE 2.0 (RIGHT 120° SECTION)	3
15	ZZUN3247	SLITHER SLIDE 2.0 SUPPORT LEG 5ft-6in	1
16	ZZUN3256	SLITHER SLIDE 2.0 SUPPORT LEG 2ft-6in	1
Activity Panels			
17	ZZPM4290	STEERING WHEEL (POST MOUNT)	1
18	ZZPM4546	SCAVENGER HUNT (DECK LEVEL)	1
19	ZZPM4671	PM PANEL FRAME- DECK LEVEL	1
20	ZZPM4672	PM PANEL FRAME- GROUND LEVEL	1
21	ZZUN4676	FOUR-THE-WIN INSERT	1
22	ZZUN4679	MAGICAL MUSIC INSERT	1
Barriers			
23	ZZPM4288	ACCESS GATE	2
Climbers			
24	ZZPM6190	24in DECK TO DECK CLIMBER	1
25	ZZPM6210	36in DECK TO DECK CLIMBER	1
26	ZZPM8939	TRANSITION CLIMBER- PLAYMAKER	1
27	ZZUN6840	MODPODS QUAD- VERTICAL	1
28	ZZUN8727	PLAYCUBE- GROUND LEVEL	3
29	ZZUN8747	PLAYCUBES- ABOVE GROUND- 3 SIDED CONNECTION	1
Ground Zero Climbers			
30	ZZPM0297	POST W/ LADDER CLIMBER (36in OR 48in DECK)	1
31	ZZPM8408	THE GRID	1
32	ZZPM9087	THE CROSSOVER	1
GroundZero Overhead Events			
33	ZZPM8450	THE SKY LINK	1
Balance			



Cherry Creek Park - Option 2

Item 20.

Design Number: HP121621-2 - Bill Of Material

Ref. No.	Part No.	Description	Quantity
34	ZZPM0149	STEP AROUND	3
Additional Tool & Maintenance Kits			
35	ZZUN1471	INSTALLER HARDWARE KIT	1
36	ZZUN9910	SURFACING WARNING LABEL KIT	2
37	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1
38	ZZUN9936	MAINTENANCE BOOK	1
39	ZZXXGNGUID	GENERAL INSTALLERS GUIDE	2

Cherry Creek Park - Option 2

Design Number: HP121621-2 - Compliance and Technical Data

Reference Document: ASTM F1487

Item 20.

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	Post- Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZPSH051	1	HIP 30X40X12- IN-GROUND POST	N/A	1,806.00			2,697	0	0.00	0.00	0
2	ZZPSP022	1	SINGLE POST CANTILEVER 14X14X8 - RECESSED BASE PLATE	N/A	1,050.00			TBD	0	0.00	0.00	0
3	ZZXX0065	1	SPIN CUP	Certified	57.21			301	1	2.00	0.12	1
4	ZZXX0261	2	BELT SEAT W/SILVER SHIELD 10ft TOP RAIL	Certified	21.20			123	2	0.50	0.00	2
5	ZZXX0265	2	INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	Certified	22.62			179	2	0.50	0.00	2
6	ZZXX0483	1	COZY COCOON - SPINNING	Certified	132.00			834	3	1.50	0.13	1
7	ZZXX0818	1	8ft SINGLE POST SWING ASSEMBLY	N/A	257.68			159	0	2.00	0.24	0
8	ZZXX0830	1	10ft 2-UNIT HEAVY DUTY SWING	N/A	348.52			78	0	3.50	0.78	0
9	ZZXX1158	1	ACCESSIBLE WHIRL	Certified	994.24			5,686	9	6.50	0.47	1
10	ZZPM0026	4	5in OD X 132in STEEL POST W/ RIVETED CAP	Certified	296.84			434	0	4.00	0.48	0
11	ZZPM0036GZ	3	5in OD X 144in STEEL POST (GROUND ZERO)	Certified	241.23			352	0	4.50	0.54	0
12	ZZPM0046	3	5in OD X 156in STEEL POST W/ RIVETED CAP	Certified	263.13			379	0	3.00	0.39	0
13	ZZPM0128	2	5in OD x 192in STEEL POST W/RIVETED CAP	Certified	212.62			307	0	2.00	0.24	0
14	ZZPM0617	4	TRIANGULAR COATED DECK ASSEMBLY	Certified	185.60			677	8	4.00	0.00	0
15	ZZPM0619	1	HEX COATED DECK ASSEMBLY	Certified	228.72			638	8	2.00	0.00	0
16	ZZPM2530	1	12in DECK TO DECK KICK PLATE	Certified	11.95			20	0	0.25	0.00	0
17	ZZUN2290	1	COATED DECK TO DECK CONNECTION KIT	Certified	0.29			4	0	0.50	0.00	0
18	ZZPM2027	1	TRANSFER STATION (48in DECK)	Certified	287.44			567	3	2.00	0.09	0
19	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83			72	1	1.00	0.04	0
20	ZZPM2727	1	TWIST AND SHOUT (48in DECK)	Certified	185.20			662	4	3.00	0.06	1
21	ZZPM3216	1	SLITHER SLIDE 2.0 BALCONY ENTRY/EXIT	Certified	166.60			648	2	2.50	0.03	1
22	ZZUN3207	1	SLITHER SLIDE 2.0 (STRAIGHT SECTION)	Certified	19.59			128	0	0.25	0.00	0
23	ZZUN3217	3	SLITHER SLIDE 2.0 (RIGHT 120° SECTION)	Certified	125.04			695	0	0.75	0.00	0
24	ZZUN3247	1	SLITHER SLIDE 2.0 SUPPORT LEG 5ft-6in	Certified	19.41			70	0	0.25	0.03	0



Cherry Creek Park - Option 2

Design Number: HP121621-2 - Compliance and Technical Data
Reference Document: ASTM F1487

Item 20.

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	Post- Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
25	ZZUN3256	1	SLITHER SLIDE 2.0 SUPPORT LEG 2ft-6in	Certified	12.81			59	0	0.25	0.03	0
26	ZZPM4290	1	STEERING WHEEL (POST MOUNT)	Certified	8.67			47	1	0.25	0.00	1
27	ZZPM4546	1	SCAVENGER HUNT (DECK LEVEL)	Certified	52.85			568	3	2.00	0.00	1
28	ZZPM4671	1	PM PANEL FRAME- DECK LEVEL	Certified	46.46			205	0	1.00	0.00	0
29	ZZPM4672	1	PM PANEL FRAME- GROUND LEVEL	Certified	47.44			235	0	1.00	0.00	0
30	ZZUN4676	1	FOUR-THE-WIN INSERT	Certified	15.08			278	2	0.25	0.00	1
31	ZZUN4679	1	MAGICAL MUSIC INSERT	Certified	23.11			941	2	0.25	0.00	1
32	ZZPM4288	2	ACCESS GATE	Certified	68.76			183	0	1.00	0.00	0
33	ZZPM6190	1	24in DECK TO DECK CLIMBER	Certified	64.56			178	1	1.00	0.00	1
34	ZZPM6210	1	36in DECK TO DECK CLIMBER	Certified	81.88			200	1	1.00	0.00	1
35	ZZPM8939	1	TRANSITION CLIMBER- PLAYMAKER	Certified	60.14			233	2	2.50	0.00	1
36	ZZUN6840	1	MODPODS QUAD- VERTICAL	Certified	324.09			416	4	3.00	0.39	1
37	ZZUN8727	3	PLAYCUBE- GROUND LEVEL	Certified	454.86			1,287	12	4.50	0.36	3
38	ZZUN8747	1	PLAYCUBES- ABOVE GROUND- 3 SIDED CONNECTION	Certified	99.58			375	3	1.50	0.00	1
39	ZZPM0297	1	POST W/ LADDER CLIMBER (36in OR 48in DECK)	Certified	74.81			131	1	0.50	0.13	1
40	ZZPM8408	1	THE GRID	Certified	107.63			231	3	0.75	0.00	1
41	ZZPM9087	1	THE CROSSOVER	Certified	192.52			404	4	1.50	0.06	1
42	ZZPM8450	1	THE SKY LINK	Certified	55.09			129	2	0.50	0.00	1
43	ZZPM0149	3	STEP AROUND	Certified	25.17			405	3	1.50	0.00	3
44	ZZUN1471	1	INSTALLER HARDWARE KIT	N/A				57				
45	ZZUN9910	2	SURFACING WARNING LABEL KIT	Certified	0.10			1	0	0.50	0.00	0
46	ZZUN9930	1	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	N/A				90				
47	ZZUN9936	1	MAINTENANCE BOOK	N/A	1.00			TBD	0	0.25	0.00	0
48	ZZXXGNGUIC	2	GENERAL INSTALLERS GUIDE	N/A				1				
Totals:					8,785.57	1,237	2,550	22,365	87	71.50	4.61	28



Cherry Creek Park - Option 2

Item 20.

Design Number: HP121621-2 - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	Post- Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
					3,953.51 Kg	557 Kg	1,148 Kg	22 Metric Tons			3.50 m3	









Cherry Creek Park - Option 2

Item 20.

Design Number: HP121621-2 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
	ASTM F1487											
	The lay-out for this custom playscape, design number HP121621-2, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org . In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.											
	2010 ADA Standards for Accessible Design											
	The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.											
	Installation Times											
	Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]											
	Carbon Footprint											
	The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.											
	Pre-Consumer Recycle Content											
	A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.											
	Post-Consumer Recycle Content											
	A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.											
	** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.											



Playmakers® General Specifications

For comprehensive material information, See General Specification sheet.

G1 Material

All materials shall have a demonstrated record of durability in the playground or similar outdoor setting. All metals shall be painted, galvanized, or otherwise treated to prevent rust. Black steel is not acceptable.

G2 Hardware

All required hardware for assembly of the structure shall be included. All fasteners shall be yellow zinc di-chromate plated steel or 18-8 grade stainless steel (300 series). Capped lock nuts, which cover bolts ends, shall be included. Tamper-resistant hardware is utilized on principle clamping mechanisms. Special tools are provided for assembly and maintenance. Clamp connection disassembly and use of drive rivets eliminates slippage. Physical locking devices are used on all exposed and accessible connection points, such as lock nuts. A nylon thread-locking patch is applied to certain hardware. Liquid threadlock is also used to hinder fastener removal.

G3 Die Cast Clamps

Clamps shall be die cast of high strength 380 aluminum alloy. Tenzalloy (40-E, 315.0) is not acceptable as a load bearing clamp material. Ultimate tensile strength shall be 47 ksi. Die casting operation shall be quality sampled every hour. Clamps shall be provided as hinged assemblies to facilitate structure assembly. Unique s-lap design eliminates all string entanglement points at connection. Single bolt-fastening system with built-in threads to eliminate t-nuts and simplify installation. Clamps are to be permanently fastened to the support post with a drive rivet to eliminate disassembly and slippage. Doublebanded design provides the highest clamping pressure around the entire clamp. Finished with a shot blast and baked on Super Durable Polyester Powder Coating. ASTM Specifications: B-85 (see section G7). Two-piece clamps or clamping devices that use a "bolt through" design are not acceptable.

G4 Rotationally Molded Plastic Parts

shall be rotationally molded from color-compounded, first quality, linear low density, Exxon CP-812 polyethylene. Dry-blended resins are not acceptable. Color-compounded polyethylene is stronger than dry blended resins providing better-bonded strength with greater surface contact. Compounded color provides superior colorfastness, UVresistance, and impact resistance with solid color molecules. Polyethylene shall be ultraviolet (UV) stabilized to UV-8 and have anti-static additives. Cross-sectional design shall be .25" (6 mm) nominal thickness,

double wall construction. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density),

D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 (Environmental Stress Crack Resistance), D-2565 (Ultraviolet).

G5 Sheet Plastic Parts

Shall be 3/4" thick, high density polyethylene formulated for UV stability and color retention. Sheet plastic shall be extruded meeting ASTM D1505 having a density of .933 G/cc. Plastic shall meet ASTM D636 having a tensile strength of 2400 psi. After machining process, all edges shall be free of burrs and/ or sharp edges and points.

G6 Tubing

Steel Tubing

Tubing shall be cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: Hot-dipped Flo-Coat® uniform zinc galvanized coating. Chromate conversion coating. Clear polymer coating. Tubing shall have a corrosion resistant zinc-rich paint interior coating.

ASTM Specifications: A-135, A-500, A-513, E-8.

5" outside diameter x 11ga. tubing (Posts)

Tensile strength shall be 55,000 psi.

Yield strength shall be 50,000 psi.

1.029" outside diameter x 14 ga. tubing

Tensile strength shall be 55,000 psi.

Yield strength shall be 50,000 psi.

1.315" outside diameter x 14 ga. tubing

Tensile strength shall be 75,000 psi.

Yield strength shall be 60,000 psi.

2.375" outside diameter x 12 ga. tubing

Tensile strength shall be 75,000 psi.

Yield strength shall be 60,000 psi.

Aluminum Tubing (Posts)

Shall be extruded 6061-T6 extruded seamless aluminum tubing.

ASTM Specifications: A-315, A-500, A-513, B-221, QQ-A-200/8, E-8. Tubing shall be 5" outside diameter x .125 wall thickness tubing. Tensile strength shall be 38 ksi. Yield strength shall be 35 ksi.

Playmakers® General Specification *continued*

G8 Epoxy/Polyester Primer

Epoxy/Polyester Primer is a powder coating which is electrostatically applied at a thickness of .002"-.005" (2 to 5 mils). It produces a finish having a "tooth", which readily accepts the following coating of Super Durable Polyester Powder. This primer coating adds an additional level of protection, which is resistant to abrasion, corrosion, and mechanical damage. All components shall be free of excess weld and weld spalls. All edges to be eased by tumbling or other manner to eliminate a sharp edge. After fabrication, all weld joints are thoroughly cleaned using a chipping hammer and wire brush to remove all weld slag from the weld joint. Prior to finishing, components shall be cleaned with a three-stage alkaline bath, and an ECLPS 2400 sealer for adhesion and rust inhibitor during the preparation process.

Components are thoroughly dried before being coated with the Epoxy/Polyester Primer powder, and are set cured at temperatures between 375° and 400° F (190° and 204° C) through an infrared oven prior to being top coated with Super Durable Polyester Powder Coating finish.

G8 Super Durable Polyester Powder Coat Finish

Powder coating is electrostatically applied at a thickness of .002" - .005" (2 to 5 mils). Powder coating produces a highly decorative finish having a hard, smooth surface, which is resistant to abrasion, corrosion, and mechanical damage. All galvanized tubing has a factory-applied clear acrylic polymer coating. All components shall be free of excess weld and weld spalls. After fabrication all weld joints are to thoroughly cleaned using a chipping hammer and wire brush to remove all weld slag from weld joint. Prior to finishing, components shall be cleaned with a three-stage alkaline bath and a ECLPS 2400 sealer for adhesion and rust inhibitor during the preparation process. Components are thoroughly dried before being coated with Super Durable TGIC Polyester Powder and are cured at temperatures between 375° and 400° F. Epoxy or hybrid paints are not acceptable.

Finish quality conforms to ASTM Specifications: B-117 (Salt Spray Resistance Test), D-2794 (Impact Resistance Test), D-1734 (Mandrel Flexibility Test), D-2247 (Humidity Resistance Test), D-822 (Weatherability Test), D-3363 (Pencil Hardness Test), D-3359-B (Crosshatch Adhesion Test), and D-2454 (Overbake Resistance Test) D-522 (Conical Mandrel), D-523 (Gloss - 60°). Standard durability of polyester powder coatings typically retain 80% of their original gloss after 1 year, and 50% of their original gloss after 18 months of Florida outdoor exposure. Super Durable Polyester Powder Coatings typically retain 90% of their original gloss after 1 year, and 50% of their original gloss after five years of Florida outdoor exposure. Expect super durable colors to retain 80% of their gloss after 2 years of outdoor exposure. These coatings are also shaded with high grade, light stable pigments and will shift less than 2dE in color after 2 years.

G9 Eco-Armor®

Coated application shall be from 45 to 55 mils on the wear surfaces of all coated parts and 30 mils on other surfaces. Prior to coating, components shall be thoroughly cleaned in a hot pressure washer then heated to 450°. The hot part is then dipped into a polyethylene copolymer-based thermoplastic powder until the coating reaches its target thickness. It then goes through a flow oven to even the coating thickness and improve the finish. Since no curing is necessary, the coating's properties and performance are very consistent and uniform.

Environmentally Sensitive - PVC-free and phthalate-free. Coating is made of an ultraviolet stabilized polyethylene (PE) material. Coating meets California, Washington and other state and federal requirements for phthalates and heavy metal content. No dioxins produced if burned. Discarded product and waste production material can be recycled into other products (recycling symbol 2). Contains no volatile organic compounds (VOC's). Taber abrasion tests (ASTM D4060) show that the PE coating abrasion resistance is over 1.7 times the abrasion resistance of PVC. Warranty is the same as PVC coated products.

Durable - extreme cold (to -20° F) cycle testing indicates no cracking or loss of adhesion to the metal substrate. Less porous than PVC, which makes the surface less conducive to growth of mold and collection of ground-in dirt. Easier to clean.

Slip-Resistant - textured finish for enhanced traction. 0.74 coefficient of friction per ASTM1679. ADA considers a 0.5 coefficient of friction or higher to be slip resistant. Coating damage can be repaired easily with the available repair kit. No chemicals or special curing required.

Playmakers® General Specification *continued*

Technical Specifications - skid-resistant, textured, functionalized polyethylene copolymer-based thermoplastic powder coating designed for maximum mechanical performance, impact resistance and UV stability with the following performance properties: Property - Testing Method - Results Flexibility (conical mandrel) - ASTM D 522 - 1/8", no cracks (greater than 32%) Adhesion - ASTM D 4541 - 800 psi Impact Resistance - ASTM D 2794 - greater than 320 in-lbs Gloss - ASTM D 523 - 12 Taber Abrasion - ASTM D 4060 - 26 (mg loss, CS 17 wheel) Tensile Strength - ASTM D 638 - 3482 psi % Elongation - ASTM D 638 - 13% Humidity Resistance - ASTM D 2247 - No blistering or loss of gloss after 1000 hours Salt Spray - ASTM B 117 - 2000 hrs, no significant change in color or gloss QUV - ASTM G 53 - 2000 hrs, no significant change in color or gloss.

G10 Coated Decks

Coated Decks shall be an all welded assembly fabricated of 12 gauge sheet steel. Deck surface and sides shall be die formed from a single sheet of 12 gauge hot rolled, pickled and oiled flat steel. The deck surface shall have .34 in. (9mm) diameter perforated holes. The entire weldment shall have a protective coating. (See G9 Eco-Armor.)

G11 Installation Instructions

Explicit installation instructions shall be provided, which will include a detailed top view and footing drawings plus written instructions to assure proper installation of the equipment. Maintenance guidelines and inspection checklists shall also be provided. The provided installation instructions and maintenance instructions shall be "project" specific containing component information that is part of the playground design. A "generic" package of installation instruction and maintenance instructions is not acceptable.

Limited Warranty

Playworld Systems, Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

1.LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Steel and aluminum posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

2.LIMITED TWENTY-FIVE (25) YEAR WARRANTY: Spring Mates® aluminum castings.

3.LIMITED FIFTEEN (15) YEAR WARRANTY: Perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, recycled plastic lumber, roof panels, stainless steel slides, aluminum slide, and PlayWeb® tubular steel parts, except as otherwise specified below by product family type.

4.LIMITED TEN (10) YEAR WARRANTY: Fiberglass signage, shade fabric and components, accessible swing seats, steel-core cable, Fun Centers™ and FirstPlay™ play structures, and pre-cast PolyFiberCrete® or reinforced concrete products.

5.LIMITED FIVE (5) YEAR WARRANTY: PlaySimple® play structures, DropZone Tower™ LiveWire Zip Line™, AeroGlider™, Border Timbers™, flex treads, steel coil and C springs, specialty wood and polycarbonate panels, site amenities (i.e. benches, tables, litter receptacles and bike racks), and motion/moving play components and parts.

6.LIMITED THREE (3) YEAR WARRANTY: electronic panel speakers, sound chips, and circuit boards.

7.LIMITED ONE (1) YEAR WARRANTY: NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers, handholds, swing seats, and any other materials not covered above. (*For NEOS® only, an extended 3-year warranty is available for purchase, providing 5 years of cumulative coverage).

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and

waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Union County in the State of Pennsylvania.

LIMITATIONS: All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller, and are not transferrable.

Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions.

Warranties specifically do not cover Playworld products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Playworld parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Playworld;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

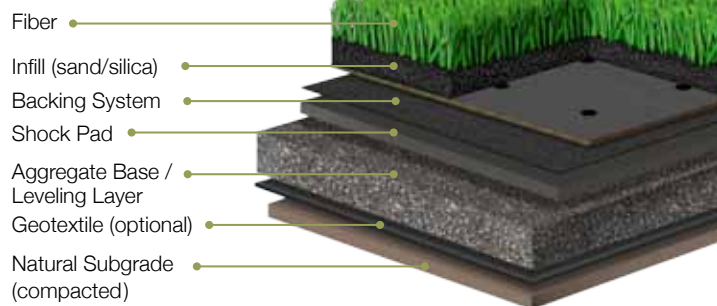
Playworld Systems, Inc. continually improves play equipment to better serve our customers and therefore reserves the right to change the design specifications without notice.

Lewisburg, PA | 800.233.8404 | +1.570.522.9800 | Playworld.com



877.260.7888
www.southwestgreens.com

Item 20.



GB-043

PLA 50

	Property	Imperial Unit	Metric Unit	Description
PRODUCT PROPERTIES	Fiber Type			100% Polyethylene
	Fiber Mass	8000 denier	12000 dtex	TapeSlide XP
		7300 denier	8111 dtex	6 ply TXT thatch
	Tufted Pile Height*	1.5 in	39 mm	
	Color(s)			Olive with Olive Thatch
	Tufting Gauge **	1/4		
PERFORMANCE PROPERTIES	Primary Backing	7 oz/yd ²	237 g/m ²	Stabilized dual layered woven polypropylene
	Secondary Backing	17 oz/yd ²	576 g/m ²	Urethane
	Tufted Face Weight	50 oz/yd ²	1695 g/m ²	ASTM D418
PACKAGING	Total Weight	74 oz/yd ²	2508 g/m ²	ASTM D418
	Item Number			
	Roll Width	15 ft	4.57 m	

15 YEAR WARRANTY

Southwest Greens International warrants to the original purchaser of the turf that for fifteen (15) years from the date of synthetic turf installation, the turf, when installed and maintained as recommended by the yarn and turf manufacturer, will retain at least 50% of its pile fiber. If any area or portion of the turf substantially changes, as distinguished from a change in texture, or if pile heights decrease 50% or more within ten years after its initial installation, Southwest Greens International will have all such areas or portions replaced with new turf of equivalent quality, excluding installation costs. Southwest Greens International also warrants that at the time of the initial turf installation, the synthetic turf will be free of manufacturing defects. Slight color changes will occur over the lifetime of this turf/carpet and is not considered an issue or basis for claim. All labor cost involved with the removal of the affected turf/carpet and re-installation of the replacement will be the responsibility of the purchaser.

*For full terms, please see the 15 year warranty agreement

Tufted pile height as standard. Pile height will draw down slightly during secondary backing process.

** Tufting gauge and stitch rate as manufactured standard. Values will change slightly during secondary backing process. *** Standard roll lengths. Roll lengths may vary. Custom roll lengths and cuts are available upon request.

**** All specifications subject to manufacturing tolerances of +/-5%.



15 YEAR LIMITED WARRANTY AGAINST FAILURE DUE TO EXPOSURE TO SUNLIGHT (PE)



Southwest Greens International, LLC (SWG) warrants to the original purchaser ("Purchaser") of the turf that for Fifteen (15) years from the date of synthetic turf installation, the turf, when installed and maintained as recommended by the yarn & turf manufacturer, will retain at least 50% of its pile fiber. If any area or portion of the turf substantially changes, as distinguished from a change in texture, or if pile heights decrease 50% or more within fifteen years after its initial installation, SWGI will have all such areas or portions replaced with new turf of equivalent quality, excluding installation costs. SWGI also warrants that at the time of the initial turf installation, the synthetic turf will be free of manufacturing defects. Slight color changes will occur over the lifetime of this turf / carpet and is not considered an issue or basis for claim. All labor cost involved with the removal of the affected turf / carpet and reinstallation of the replacement carpet will be the responsibility of the purchaser.

Subject to the following limitations:

General provisions of this limited warranty apply only to the wear of the turf with regard to ultraviolet degradation, and do not apply to damage incurred during installation, improper underlay, pile crushing, willful or negligent abuses, or damage by machinery or equipment, nor does it apply to damage resulting from when the turf is not professionally installed by an approved installer. This limited warranty does not apply to installations on stairways or other uneven surfaces. Damage resulting from Purchaser's failure to properly maintain the turf will not be covered under this warranty.

The expressed limited warranty excludes all implied warranties, and said manufacturer shall in no event be liable for a breach of warranty in any amount exceeding the mill invoice price of the turf.

If dissatisfied, the owner must submit notice of all claims under this warranty to SWGI within Fifteen (15) years from the date of turf installation.

Limitations on Coverage

This warranty does not apply (1) if the product is used for any application other than sports fields, courts, greens, or landscaping & play areas, (2) to any damage caused during or on account of improper installation or repairs, (3) to the extent that any defect or damage is caused by:

- a. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect
- b. Improper design or failure of the sub-base of the sports field, green, court, or landscape
- c. Wear or abrasion caused by inadequate sub-base
- d. Wear or abrasion under swing sets, slides, and other high friction play equipment
- e. Wear due to lack of infill/no infill
- f. Movement of product due to lack of infill
- g. Use of infill products of an incorrect grade
- h. Failure to maintain infill products at the correct level (per FIFA accredited test institutes)
- i. Use of inappropriate footwear or sports equipment
- j. The playing surface being used other than for the purpose for which it was designed and installed
- k. Use of chemicals, herbicides, pesticides

- l. Use of improper cleaning methods
- m. Any harmful chemical reaction to the product caused by infill materials
- n. Acts of God or other conditions beyond the reasonable control of SWGI
- o. Post fibrillation after or during installation for purposes other than to get infill materials in place
- p. Failure to properly maintain, protect or repair the products or turf
- q. Packing, matting, or roll crush marks are inherent characteristics of turf / carpet manufactured using polypropylene/olefin and nylon fibers.
- r. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the truck line in question.
- s. Damage caused by reflection (**melting**) or other flammable materials

All synthetic turf is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty.

Remedy

If a product fails to perform as warranted during the warranty period, SWGI will provide replacement product, F.O.B. Mill, for the product determined by SWGI or a SWGI representative not to comply with the stated warranty, allowing the purchase price for the replacement product prorated for the number of months remaining in the unexpired warranty period. Purchaser shall be responsible for paying the portion of the purchase price for the replacement product not allowed by SWGI. SWGI shall not be responsible for removal of the defective turf or installation of the new.

Limitations on Liability

In no event shall SWGI be liable, whether on contract or in tort or under any other legal theory, for lost profits or revenues, loss of use or similar economic loss, or for indirect special, incidental, consequential, punitive or similar damages arising out of or in connection with the use, condition, possession, performance, maintenance, non-delivery or late delivery of the products, even if SWGI has been advised of the possibility of such damages.

SWGI shall not be responsible for any costs or expenses incurred by Purchaser or others with respect to any tests, inspections, or consultations conducted by Purchaser or others. Claims must be submitted within 30 days after discovery of the alleged defect. Purchaser must promptly inspect all products upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages, or non-conformities in the products are discoverable by inspection upon delivery of the products, all obligations of SWGI to purchaser with respect to such defects, shortages, and non-conformities shall be deemed satisfied, and all products shall be deemed to be free of such defects, shortages, and non-conformities, unless Purchaser notifies SWGI of such defects, shortages, or non-conformities in writing within 30 days after the date of delivery.

Assignment

Purchaser may not transfer, convey, or otherwise assign all or any of its rights under this warranty without prior written consent of SWGI. Any such transfer or assignment without prior written consent shall be null and void and of no force or effect.

Claims Procedure:

Claims must be signed and submitted in writing and delivered to:

Email: okgreens@southwestgreens.com

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



**Statement of Limited Warranty for USA SHADE Brands
Shade Structures – Sun Ports - VPS**

1. The structural integrity of all supplied steel is warranted for ten years.
2. If assembly is provided by the Company, workmanship covering the labor for the removal, assembly and cost of shipping will be covered for one year.
3. All steel surface finishes are warranted for one year.
4. Shadesure™, Colourshade® FR, Extreme 32™, Commercial 95™, SaFRshade™ and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the last four years. The following are exceptions to the preceding warranty terms:
 - a. Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive and Mulberry carry a five year pro-rated warranty;
 - b. Fabric canopies attached to Coolbrella™ structures carry a three year warranty;
 - c. Individual canopy tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - d. Prestraint 502™ waterproof material is subject to an eight year pro-rated warranty
5. Thread is warranted for ten years.

General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the continued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and photographs of the alleged defect or problem. Warranty claims should be submitted by email to: warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the state of Texas, USA.
- These limited warranties are void if:





- the supplied structures, products, services and/or labor are not paid for in full;
- the structures are not assembled in strict compliance with USA SHADE specifications;
- any changes, modifications, additions or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - normal wear and tear;
 - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - use, maintenance, neglect, repair and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - workmanship related to assembly not provided by the Company or its agents;
 - fabric curtains, valances and flat vertical panels;
 - fabric canopies installed on structures that were not engineered and originally supplied by the Company.
- **THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.**
- **THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

Colourshade ® and Extreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

Owner: _____

Name: _____

Project Address: _____

Signature: _____

Effective Date: _____

Title: _____



Contract # K-2122-97**CONTRACT**

THIS CONTRACT made and entered into this ____ day of _____, 20__, by and between Happy Playgrounds, LLC, as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the City, Party of the Second Part.

WITNESSETH

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

CHERRY CREEK PARK PLAYGROUND

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 Solicitation for Bids, has submitted to the City of Norman on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has 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 total sum named in the proposal, to wit: Two Hundred Thousand DOLLARS and No CENTS (\$ 200,000.00);

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

1. The Contractor shall, in a good and first-class, workmanlike manner at their 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:

Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.) NONE

2. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the project manager, 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.

Contract # K-2122-97

The Contractor shall furnish to the project manager, or the 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 as required by Senate Bills 469 of the 1974 Legislature.

On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, 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 them in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimates 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, and complete the same in One Hundred Eighty (180) calendar days.

The Notice to Bidders published in the Norman Transcript November 12 and 26, 2021, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

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

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

Contract # K-2122-97

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 15th day of February, 2022.

CORPORATE SEAL

Happy Playgrounds, LLC

Company Name

ATTEST: Brian J. Collins
Corporate Secretary

BY Kelli Collins
President or Managing Partner

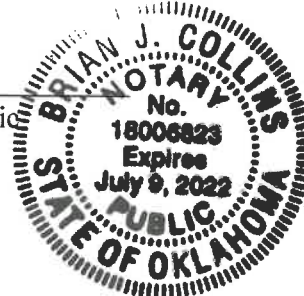
STATE OF Oklahoma)
COUNTY OF Tulsa)

Kelli Collins, 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.

Kelli Collins
President /Managing Member

Subscribed and sworn to before me this 15th day of February, 2022.

Brian J. Collins
Notary Public

My Commission Expires: 7/9/2022Commission Number: 18006823

CITY OF NORMAN

Approved as to form and legality this 17 day of February, 2022.

[Signature]
City Attorney

Approved by the City Council this _____ day of _____, 20____.

ATTEST:

Mayor_____
City Clerk

PERFORMANCE BONDBond # B-2122-69

Surety Bond No.: ACC0081012

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC, as Principal, and Allegheny Casualty Company, a corporation organized under the laws of the State of New Jersey, 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 and city of the first class, of the State of Oklahoma, in the full and just sum of Two Hundred Thousand DOLLARS and No CENTS, (\$ 200,000.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this 9th day of February, 20 22.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

CHERRY CREEK PARK PLAYGROUND

and has entered into a certain written contract with THE CITY OF NORMAN dated 20, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman 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 to be and remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond # B-2122-69

ATTEST:

Brian J. Collins
Corporate Secretary

Happy Playgrounds, LLC

Company Name

BY Kelli Collins
Principal

ATTEST:

B. K. Farley
Corporate Secretary (Surety)
Benjamin K. Farley, Witness

Allegheny Casualty Company

Surety Name

BY S-McCauley, Jr.
Sean McCauley, Jr., Surety
Attorney-In-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of February, 2022 personally appeared Kelli Collins to me know to be the identical person who executes the foregoing, and acknowledge to me that she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

[Signature]
Notary Public



My Commission Expires: 05/17/25
Commission Number: 21006702

Approved as to form and legality this 10th day of February, 2022.

[Signature]
City Attorney

Approved by the Council of the City of Norman, this ____ day of _____, 20__.

ATTEST:

Mayor

City Clerk

Bond # B-2122-70**STATUTORY BOND**

Surety Bond No.: ACC0081012

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC, as Principal, and Allegheny Casualty Company, a corporation organized under the laws of the State of New Jersey, 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 and city of the first class, of the State of Oklahoma, in the penal sum of Two Hundred Thousand DOLLARS and No CENTS, (\$200,000.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 9th day of February, 20 22.

The conditions of this obligation are such, that whereas, the above Bonded Principal Happy Playgrounds, LLC is the lowest and best bidder for the making of the following City work and improvement, viz.:

CHERRY CREEK PARK PLAYGROUND

and has entered into a certain written contract with THE CITY OF NORMAN, dated _____, 20_____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Happy Playgrounds, LLC Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, 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 same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, 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 obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond # B-2122-70

ATTEST:

Brian J. Collins
Corporate Secretary

Happy Playgrounds, LLC

Company Name

BY Kelli Collins
Principal

ATTEST:

Benjamin K. Farley
Corporate Secretary (Surety)
Benjamin K. Farley, Witness

Allegheny Casualty Company

Surety Name

BY Sean McCauley, Jr.
Sean McCauley, Jr., Attorney-In-Fact
Surety

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 10 day of February, 2022 personally appeared Kelli Collins to me known to be the identical person who executed the foregoing, and acknowledged to me that she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

[Signature]
Notary Public



My Commission Expires: 05/17/25
Commission Number: 21006702

Approved as to form and legality this 17th day of February, 2022.

[Signature]
City Attorney

Approved by the Council of the City of Norman, this _____, day of _____, 20____.

ATTEST:

Mayor

City Clerk

MAINTENANCE BONDBond # MB-2122-51

Surety Bond No.: ACC0081012

WHEREAS, THE UNDERSIGNED Happy Playgrounds, LLC, hereinafter referred to as the Principal, has entered into a certain contract dated _____, 20____, for the construction of:

CHERRY CREEK PARK PLAYGROUND

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and Allegheny Casualty Company, as a corporation organized under the laws of the State of New Jersey, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of Two Hundred Thousand Dollars and No CENTS (\$ 200,000.00), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, 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 repairs, 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.

Bond #MB-2122-51

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Executed and delivered this 9th day of February, 20 22

ATTEST: Brian J. Collin Happy Playgrounds, LLC
Corporate Secretary Company Name

Mailing Address of Principal:

8601 S. Oxford Ave
Tulsa OK 74137

BY Kyle Collins
Principal

Allegheny Casualty Company

Surety Name

BY: Sean McCauley, Jr.
Sean McCauley, Jr. Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND,SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 10th day of February, 2022, personally appeared Kelli Collins to me known to be the identical person who executed the foregoing, and acknowledge to me that she executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: 05/17/25
Commission Number: 21006702

Approved as to form and legality this 17th day of February, 2022.

City Attorney

Approved by the Council of the City of Norman, this ____ day of _____, 20____.

Mayor

ATTEST: _____
City Clerk



One Newark Center, 20th. Floor, Newark, New Jersey, 07102-5207
PHONE: (973) 624-7200

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Sean McCauley, Jr., Benjamin K. Farley, Claudia Nuñez, Sam Duckett

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."



IN WITNESS WHEREOF, **ALLEGHENY CASUALTY COMPANY** has executed and attested these presents on this 31st day of December, 2018

STATE OF NEW JERSEY
County of Essex


Robert Kersnick
Vice President, **ALLEGHENY CASUALTY COMPANY**

On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **ALLEGHENY CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Boards of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written


Michele A. Aleman
a Notary Public of New Jersey

CERTIFICATION

I, the undersigned officer of **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Company as set forth in said Power of Attorney, with the originals on file in the home office of said company, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this 9th day of February, 2022


James Portman, Secretary

ACC-9001 (06/21)

WARNING - ACCEPT ONLY IF YOU MAY VERIFY THAT THIS IS AN ORIGINAL DOCUMENT

1. THE FACE OF THIS FORM IS PRINTED IN BLACK AND BLUE INKS WITH A SHADED BACKGROUND.
2. THIS PAPER CONTAINS A TRUE WATERMARK. HOLD UP TO A LIGHT TO SEE THE WORDS "SAFE" AND "VERIFY FIRST" IN THE PAPER.

State of



Oklahoma

Carroll Fisher
Insurance Commissioner
Oklahoma City, Oklahoma

Whereas, the

ALLEGHENY CASUALTY COMPANY

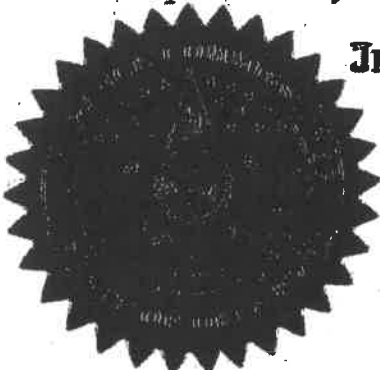
a corporation organized under the laws of PENNSYLVANIA

and located at P.O. BOX 1116
MEADVILLE, PA 16335

having complied with the Insurance laws of Oklahoma, is hereby licensed and
authorized to transact the business of

SURETY

This Certificate of Authority shall be perpetual and automatically renewed as of
March 1st of every year, unless the insurer fails to qualify for renewal pursuant
to the requirements of Title 36 of the Oklahoma Insurance Code.



In Witness Whereof, I have hereunto set my hand
and caused the seal of my office to be affixed at the
City of Oklahoma City, State of Oklahoma, this

1st day of MARCH A.D. 2003

Carroll Fisher

Carroll Fisher
Insurance Commissioner State of Oklahoma

Oklahoma License # 0162

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. **Non-Collusion Affidavit**

STATE OF Oklahoma)

COUNTY OF Tulsa)

Kelli Collins, 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. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, of any other terms of said prospective contract; or in any discussions between bidders and any government 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 (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

SIGNED: Kelli Collins

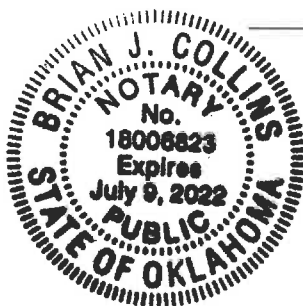
Subscribed and sworn to before me this 17th day of December 2021.

Brian J. Collins

Notary Public

My Commission Expires:

7/9/2022



B. Business Relationships AffidavitSTATE OF Oklahoma)COUNTY OF Tulsa)

Kelli Collins, 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. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

N/A

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

N/A

(If none of the business relationships herein above mentioned exist, affiant should so state.)

Subscribed and sworn to before me this 17th day of December 2021

Brian J. Collins
Notary Public

My Commission Expires:

7/9/2022

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows:

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment notices to be provided by the City Clerk of the City of Norman setting forth provisions in this section.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.



Contractor

ATTEST:



SECRETARY

FALSE INFORMATION AFFIDAVIT

STATE OF Oklahoma)
) SS:
 COUNTY OF Tulsa)

Kelli Collins, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm/Company of Happy Playgrounds, LLC to submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

Kelli Collins
 Contractor

Subscribed and sworn to before me this 17th day of December, 2021.

Brian J. Collins
 Notary Public

My Commission Expires: 7/9/2022
 Commission Number: 18006823



R-2122-91

A RESOLUTION OF THE COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING
HAPPY PLAYGROUNDS, L.L.C., AS PROJECT AGENT FOR
THE CHERRY CREEK PARK PLAYGROUND PROJECT IN
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 Happy Playgrounds, L.L.C., for the Cherry Creek Park Playground Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Happy Playgrounds, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Happy Playgrounds, L.L.C., to purchase materials which are in fact used for the Cherry Creek Park Playground Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Happy Playgrounds, shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 22nd day of February, 2022, did appoint Happy Playgrounds, L.L.C., who is involved in the Cherry Creek Park Playground Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Cherry Creek Park Playground Project.

PASSED AND ADOPTED THIS 22nd day of February, 2022.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

21. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED REQUEST FOR PROPOSAL RFP-2122-48, CONTRACT K-2122-98 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TRICORE GROUP, L.L.C., IN THE AMOUNT OF \$83,083.88, PERFORMANCE BOND B-2122-71; STATUTORY BOND B-2122-72, AND MAINTENANCE BOND MB-2122-52 FOR THE LIONS PARK RESTROOM REMODEL PROJECT; AND RESOLUTION R-2122-92 GRANTING TAX EXEMPT STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/22/2022

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED REQUEST FOR PROPOSAL RFP-2122-48, CONTRACT K-2122-98 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TRICORE GROUP, L.L.C., IN THE AMOUNT OF \$83,083.88, PERFORMANCE BOND B-2122-71; STATUTORY BOND B-2122-72, AND MAINTENANCE BOND MB-2122-52, FOR THE LIONS PARK RESTROOM REMODEL PROJECT; AND RESOLUTION R-2122-92 GRANTING TAX EXEMPT STATUS.

BACKGROUND:

In 2017, the City of Norman hired a consultant to conduct Site Accessibility Evaluations on three of our neighborhood parks, along with selected sections of public sidewalks and public buildings. Those reports identified several deficiencies on those public properties, along with recommendations on how to remedy them to bring them into compliance with the American with Disabilities Act Accessibility Guidelines (ADAAG). Those recommendations were used to establish budgets for the City's ADA Coordinator to use in planning projects to implement the design modifications over the next several years. The work recommended for the park facilities was planned by working with the Park Development Division of the Parks and Recreation Department.

DISCUSSION:

On the 14th and 21st of January, 2022, RFP Number 2122-48 for the Lions Park Restroom Remodel Project was advertised in the Norman Transcript, Southwest Construction News, e-Plan, i-Square Foot, Bid News and Dodge Report. Requests for proposals were distributed directly to seven general contractors, all of whom responded with complete proposals.

Parks and Recreation staff reviewed the proposals, which included a base bid to do the work, as described in the plans and specifications from The McKinney Partnership, Architects (TMP). Those plans described accessibility modifications to the restroom building in the park, the gazebo north of the restroom and the handicapped parking spots in the parking lot on the west side of the park, off of Pickard Avenue. A second item of work to replace approximately 200 feet of park sidewalk in various locations where the walk was severely damaged during recent light

pole repairs in the park was also included. The lowest and best proposal came from Tricore Group, LLC. This contractor has worked for the Norman Utilities Department in the past, having done multiple small projects at the Water Treatment Plant and at several dumpster pad sites. The total bid for both sections of work was \$83,083.88—which is well below the total park improvement budget allocated to the ADA Coordinator’s project. Remaining funds will be used to purchase and install new accessible park site furnishings and to make some minor recommended improvements to the park playground features and surfacing.

RECOMMENDATION NO. 1: It is recommended that Request for Proposal RFP 2122-48 be awarded to Tricore Group L.L.C. in the amount of \$83,083.88 for the Lions Park Restroom Remodel Project. The funding of \$83,083.88 is available for this project in ADA Compliance Audit/Repairs (account 50592206-46101; project TC0038).

RECOMMENDATION NO. 2: It is further recommended that City Council approve Contract K-2122-98, Performance Bond B-2122-71, Statutory Bond B-2122-72, and Maintenance Bond MB--2122-52.

RECOMMENDATION NO. 3: It is further recommended that The Tricore Group, LLC, be authorized and appointed as project agent for the Lions Park Restroom Remodel Project by Resolution R-2122-92 to avoid the payment of sales tax on materials purchases related to the project.

CITY OF NORMAN
Norman, Oklahoma
16 February 2022

TABULATION OF BID QUOTES
LIONS PARK RESTROOM REMODEL PROJECT

The following is a tabulation of quotes received by the City of Norman for the Cherry Creek Playground Project. Funding for this project is available in the Capital Projects Account Number 050-_____.6101, Project Number TC0038.

<u>Contractor</u>	<u>Base Bid</u>	<u>Add-Alternate</u>	<u>Total Bid</u>
TRICORE GROUP, LLC (OKC, OK)	\$68,938.88	\$14,145.00	\$83,083.88
C4L (EDMOND, OK)	\$85,808.00	\$20,822.00	\$106,630.00
CALM CONSTRUCTION (YUKON, OK)	\$99,500.00	\$11,500.00	\$111,000.00
SUN CONSTRUCTION SERVICES (NOBLE, OK)	\$102,430.00	\$ 9,075.00	\$111,505.00
CAN DO, LLC (NORMAN, OK)	\$106,365.00	\$11,188.00	\$117,553.00
CROSSLAND CONSTRUCTION (COLUMBUS, KS)	\$112,463.00	\$ 9,323.00	\$121,786.00

RECOMMENDATION: That the project be awarded to TRICORE GROUP, LLC, in the amount of \$83,083.88, as the lowest and best bidder to meet specifications.

City of Norman

Jason Olsen
Director of Parks and Recreation

Contract # K-2122-98**CONTRACT**

THIS CONTRACT made and entered into this ____ day of _____, 20__, by and between Tricore Group, LLC, as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the City, Party of the Second Part.

WITNESSETH

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

LIONS PARK RESTROOM REMODEL

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 Solicitation for Bids, has submitted to the City of Norman on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has 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 total sum named in the proposal, to wit: Eighty Three Thousand Eighty Three DOLLARS and Eighty Eight CENTS (\$ 83,083.88);

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, workmanlike manner at their 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:

Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.) NONE

2. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the project manager, 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.

Contract # K-2122-98

The Contractor shall furnish to the project manager, or the 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 as required by Senate Bills 469 of the 1974 Legislature.

On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, 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 them in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimates 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, and complete the same in Ninety (90) calendar days.

The Notice to Bidders published in the Norman Transcript January 14 and 21, 2022, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

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

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

Contract # K-2122-98

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 16th day of February, 2022.

CORPORATE SEAL

Tricore Group, LLC

Company Name

ATTEST: _____

Corporate Secretary

BY _____

President or Managing Partner

STATE OF Oklahoma)COUNTY OF McCain)

Greg Vance, 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.



 President

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



 Notary Public
My Commission Expires: 6-14-2022Commission Number: 18005960

CITY OF NORMAN

Approved as to form and legality this 17 day of February, 2022.



 City Attorney

Approved by the City Council this _____ day of _____, 20____.

ATTEST:

 Mayor

 City Clerk

Bond No. 72437102

Bond # B-2122-71**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Tricore Group, LLC, as Principal, and WESTERN SURETY COMPANY, a corporation organized under the laws of the State of South Dakota, 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 and city of the first class, of the State of Oklahoma, in the full and just sum of Eighty Three Thousand Eighty Three DOLLARS and Eighty Eight CENTS (\$ 83,083.88), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this 14th day of February, 2022.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

LIONS PARK RESTROOM REMODEL

and has entered into a certain written contract with THE CITY OF NORMAN dated 20 for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman 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 to be and remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond # B-2122-71

ATTEST:

Tricore Group, LLC

Company Name

Corporate Secretary

BY

Principal

ATTEST:

WESTERN SURETY COMPANY

Surety Name

Corporate Secretary (Surety)

BY

Surety Attorney-In-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 16 day of February, 2022 personally appeared Greg Vance to me know to be the identical person who executes the foregoing, and acknowledge to me that He executed the same as His free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 6-14-22
Commission Number: 18005966

Notary PublicApproved as to form and legality this 17 day of February, 2022_____
City Attorney

Approved by the Council of the City of Norman, this ____ day of _____, 20__.

ATTEST:

Mayor_____
City Clerk

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72437102

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Travis William Landers

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

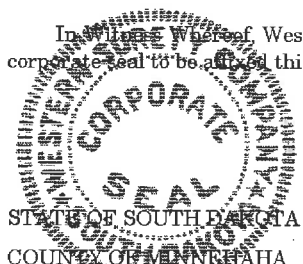
Principal: Tricore Group, LLCObligee: City of NormanAmount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72437102 is not issued on or before midnight of May 28, 2022, all authority conferred in this Power of Attorney shall expire and terminate.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be attested this 14th day of February, 2022.

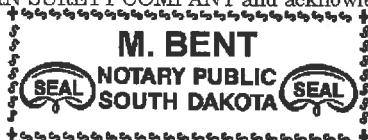


} ss

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 14th day of February, in the year 2022, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Notary Public - South Dakota

My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 14th day of February, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Bond # B-2122-72**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Tricore Group, LLC, as Principal, and WESTERN SURETY COMPANY, a corporation organized under the laws of the State of South Dakota, 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 and city of the first class, of the State of Oklahoma, in the penal sum of Eighty Three Thousand Eighty Three DOLLARS and Eighty Eight CENTS, (\$83,083.88), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 14th day of February, 2022.

The conditions of this obligation are such, that whereas, the above Bonded Principal Tricore Group, LLC is the lowest and best bidder for the making of the following City work and improvement, viz.:

LIONS PARK RESTROOM REMODEL

and has entered into a certain written contract with THE CITY OF NORMAN, dated _____, 20_____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Tricore Group, LLC Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, 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 same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, 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 obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond # B-2122-72

ATTEST:

Tricore Group, LLC

Corporate Secretary_____
Company NameBY [Signature]_____
Principal

ATTEST:

WESTERN SURETY COMPANY

Corporate Secretary (Surety)_____
Surety NameBY [Signature]_____
Surety Attorney-In-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 16 day of February 2022 personally appeared Greg Vance to me known to be the identical person who executed the foregoing, and acknowledged to me that He executed the same as His free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

[Signature: Karla Sitton]
Notary Public

My Commission Expires: 6-14-22
Commission Number: 18005960
Approved as to form and legality this 17th day of February, 2022.
[Signature: Dan Pale]
City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 20____.

ATTEST:

Mayor_____
City Clerk

Bond No. 72437102

Bond # MB-2122-52**MAINTENANCE BOND**

WHEREAS, THE UNDERSIGNED Tricore Group, LLC, hereinafter referred to as the Principal, has entered into a certain contract dated , 20 , for the construction of:

LIONS PARK RESTROOM REMODEL

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and WESTERN SURETY COMPANY, as a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of Eighty Three Thousand Eighty Three Dollars and Eighty Eight CENTS (\$ 83,083.88), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, 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 repairs, 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.

Bond #MB-2122-52

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Executed and delivered this 14th day of February, 2022.

ATTEST: _____
Corporate Secretary

Tricore Group, LLC

Company Name

Mailing Address of Principal:

BY

[Signature]

Principal

3401 Thunderbird Ridge

Norman, OK 73026

WESTERN SURETY COMPANY

Surety Name

BY:

[Signature]

Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 17th day of February, 2022, personally appeared Greg Vance to me known to be the identical person who executed the foregoing, and acknowledge to me that He executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Karla Sitton

Notary Public

My Commission Expires: 6-14-2022

Commission Number: 18005960



Approved as to form and legality this 17th day of February, 2022

[Signature]

City Attorney

Approved by the Council of the City of Norman, this ___ day of _____, 20____.

Mayor

ATTEST: _____
City Clerk

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72437102

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Travis William Landers

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Tricore Group, LLCObligee: City of NormanAmount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72437102 is not issued on or before midnight of May 28, 2022, all authority conferred in this Power of Attorney shall expire and terminate.

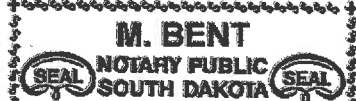
In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 14th day of February, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 14th day of February, in the year 2022, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Notary Public - South Dakota

My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 14th day of February, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.westernsurety.com > Owner/Obligee Services > Validate Bond Coverage.

R-2122-92

A RESOLUTION OF THE COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA, AUTHORIZING AND
APPOINTING TRICORE GROUP, L.L.C., AS PROJECT
AGENT FOR THE LIONS PARK RESTROOM REMODEL
PROJECT IN 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 TriCore Group, L.L.C., for the Lions Park Restroom Remodel Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on TriCore Group, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, TriCore Group, L.L.C., to purchase materials which are in fact used for the Lions Park Restroom Remodel Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that TriCore Group, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 22nd day of February, 2022, did appoint TriCore Group, L.L.C., who is involved in the Lions Park Restroom Remodel Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Lions Park Restroom Remodel Project.

PASSED AND ADOPTED THIS 22nd day of February, 2022.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-99: A LETTER OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SELECTRON TECHNOLOGIES, INC., IN THE AMOUNT OF \$40,000 TO PROVIDE SOFTWARE INSTALLATION, IMPLEMENTATION, AND THE FIRST YEAR HOSTING AND MAINTENANCE OF THE PERMITTING INTERACTIVE VOICE RESPONSE SYSTEM USED FOR INSPECTION RESULTS, MESSAGING, SCHEDULING, CANCELLATIONS, AND ALL RELATED PERMITTING PROCESSES FOR INSPECTORS AND CONTRACTORS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/22/2022

REQUESTER: Kari Madden

PRESENTER: Kari Madden, IT Manager – Business Systems and Development

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-99: A LETTER OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SELECTRON TECHNOLOGIES, INC., IN THE AMOUNT OF \$40,000 TO PROVIDE SOFTWARE INSTALLATION, IMPLEMENTATION, AND THE FIRST YEAR HOSTING AND MAINTENANCE OF THE PERMITTING INTERACTIVE VOICE RESPONSE SYSTEM USED FOR INSPECTION RESULTS, MESSAGING, SCHEDULING, CANCELLATIONS, AND ALL RELATED PERMITTING PROCESSES FOR INSPECTORS AND CONTRACTORS.

BACKGROUND:

The City of Norman first implemented an Interactive Voice Response (IVR) System with Selectron Technologies, Inc. in October 2002. The project included software installation, implementation of the system and its integration to the existing HTE permitting software, support and maintenance.

DISCUSSION:

The City has operated and maintained the Permits IVR system with Selectron Technologies, Inc. for almost 20 years. Selectron is a leader in the industry of IVR systems for municipalities. The IVR system allows contractors and inspectors to access and manage inspection results by use of calling a local number. Some key features the system provides are access to inspection results, messaging, scheduling or rescheduling, cancellations, ability to post inspection results, and messaging.

Discovery and configuration processes are underway for the new Community Development and Permitting System ("CityView") of which Selectron is a partner to provide the IVR for this project. Through discussions with Selectron, staff are recommending to proceed with an upgrade and hosting service now of our present IVR system and its integration with the legacy system. By hosting now, the software and migration will be complete ahead of the CityView implementation. By doing the implementation now, Selectron is agreeing to waive integration and environment fees that are normally charged to integrate their application to CityView. The integration between Selectron and the CityView system will be developed as we get closer to the final implementation of the City View system.

Selectron has presented the City with a letter of understanding for the scope of work to complete this implementation, which includes a 5-year renewable maintenance contract. The cost of that with the first year maintenance is \$40,000. Subsequent year's maintenance was negotiated to \$15,000 and will be paid out of annual appropriations for software maintenance in the IT Software Maintenance account (10123121-44226) starting in Year 2. Funds are available to complete the scope of work, implementation and first year maintenance in contingency in Computer System Replacement, Design (Account 50195529-46201; Project BG0070).

RECOMMENDATION:

Staff recommends approval of the letter of understanding and 5-year renewable maintenance agreement between the City of Norman and Selectron Technologies, Inc. in the amount of \$40,000.



February 8, 2022

Kari Madden
City of Norman
201 W. Gary St
Norman, OK 73069

Dear Ms. Madden,

This letter is intended to be a letter of understanding between the City and Selectron Technologies, Inc., regarding the Scope of Work and for the implementation of your Selectron system.

As accepted by the City below, this will constitute acceptance of the items within this letter, the enclosed Statement of Work and the terms and conditions currently in effect in the Professional Services Agreement, Software License Agreement and Support and Maintenance Agreement for the purchase of the Selectron Solution. If there is a conflict with a term within these documents, the order of precedence will be:

- Letter of Understanding
- Scope of Work starting on page 2 of this letter
- Statement of Work starting on page 6 of this letter
- Support and Maintenance Agreement dated October 8, 2002
- Software License Agreement dated October 8, 2002
- Agreement for Services dated October 8, 2002

If you have any questions or concerns, please do not hesitate to contact us at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd A. Johnston", is written over a horizontal line.

Todd A. Johnston President and CEO

Accepted By: _____

Authorized Representative Date Accepted: _____

Scope of Work

QUOTE SUMMARY

The City of Norman currently has an on-premise Gen4 VoicePermits IVR solution. This quote includes professional services for the following items for the Permits IVR:

Phase 1:

- Update the Permits IVR's software platform from Gen4 to Relay, but keep the existing CentralSquare Naviline integration.
- Move the IVR to Selectron's Hosted/Managed platform.

Phase 2:

- Change the Permits IVR's application database integration from CentralSquare Naviline to Harris CityView.

Solution: Managed Relay Permits IVR

Annual Calls and Transfers: 15,000

Overage Rate: \$0.30 per call

Selectron values long-term customer partnerships and therefore provides discounts based on contract length. The pricing provided assumes a renewable contract for five one-year terms based on available funding.

RELAY SOLUTION	Retail
One-Time Relay Update Setup Fee	\$56,500
Phase 2: CityView Integration	\$20,000
One-Time Managed Environment Setup Fee	\$20,000
Annual Managed Service Fee & Call Bundle Includes 15,000 calls/transfers	\$21,055
TOTAL COST	\$117,555

Year over Year Pricing	Retail	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
One-Time Relay Update Setup Fee	\$56,500	\$25,000					\$25,000
One-Time Setup Fee: CityView Integration	\$20,000	\$0					\$0
One-Time Managed Environment Setup Fee	\$20,000	\$0					\$0
Annual Managed Service Fee & Call Bundle Includes 15,000 calls/transfers	\$21,055	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
TOTAL	\$117,555	\$40,000	\$15,000	\$15,000	\$15,000	\$15,000	\$100,000

RELAY SOLUTION
Price Details
RELAY PLATFORM

Relay IVR - Permit Pack	\$35,000
8 Production Ports	\$16,000
Virtual Server	\$5,500
English Professional Voice	Included
Correction/Failure Codes	Included
RELAY PLATFORM TOTAL	\$56,500

NEW ADD-ONS

Phase 2: CityView Integration for IVR	\$20,000
NEW ADD-ONS TOTAL	\$20,000

MANAGED ENVIRONMENT SETUP

Managed Environment Setup	\$20,000
MANAGED ENVIRONMENT SETUP TOTAL	\$20,000

ANNUAL BUNDLE AND SERVICE FEES

Annual Managed Service Fee & Call Bundle Includes 15,000 calls/transfers	\$21,055
BUNDLE AND SERVICE FEES TOTAL	\$21,055

RELAY SOLUTION SUB-TOTAL	\$117,555
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**DISCOUNTS (renewable contract for five one-year terms
based on available funding)**

One-Time Relay Update Discount	\$31,500
One-Time Discount for CityView Integration	\$20,000
One-Time Managed Environment Setup Discount	\$20,000
Annual Managed Service Fee Discount	\$6,055
DISCOUNTS TOTAL	\$77,555

TOTAL COST FOR YEAR 1 (renewable contract for five one-year terms based on available funding)	\$40,000
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Required Items Not Included with Relay

- Required application database interface (please contact your provider to purchase, if applicable)
- Application database interface components must be installed and tested prior to development

Call Definition

IVR Services are provided by the Call. A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4-minute period counted as an additional Call. When a caller initiates a transfer from the IVR, this results in an additional Call being counted.

Quotes Notes

- The following are EXCLUDED from this project, and will be decommissioned: MobileField and CommunitySelect.
- Application Database Integration:
 - Phase 1: CentralSquare Naviline – no changes to existing integration
 - Phase 2: Harris CityView
 - A Standard Application Database is defined as an Application Database that exposes the needed data and transaction business rules via an Application Programming Interface (API). All functionality listed in the Application Packs is contingent on the accessibility of the data and business logic from the Application Database via an API. The City is responsible for obtaining the required API and the appropriate licensing directly from Harris.
 - Selectron provides all reasonable effort to ensure the City's Selectron solutions perform in identical or comparable fashion once integrated to CityView. Unless new functionality has explicitly been purchased as part of this project, no new functionality is added. However, differences between the old and new Permitting Application Databases may render some IVR functionality unavailable (if the new API does not support functionality offered in the old system). Occasionally, conversions require script changes to call flows.
 - After the initial implementation, any updates/changes to CityView API may affect IVR functionality. If programming changes are required to restore IVR functionality, a separate quote will be provided for professional services.

MANAGED SERVICES PAYMENT TERMS

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

Setup Fee Payment Schedule

- 45% Invoiced upon contract execution
- 45% Invoiced when **Phase 1** is delivered to Norman for User Acceptance Testing
- 10% Invoiced upon final acceptance of **Phase 1**. If final acceptance is delayed beyond 30 days (following start of User Acceptance Testing), not due to any fault of Selectron Technologies, the payment will become immediately due.

Annual Managed Service Fee & Call Fee Payment Schedule

- 100% Invoiced 45 days prior to beginning of service period. If applicable, per message overage fees are charged monthly in arrears after included limits has been reached.

Taxes

Sales Tax or any other applicable taxes are **not included** in any of the pricing in this agreement. All applicable taxes will be invoiced, collected and remitted in accordance with state and local tax laws.

Payment Terms

Terms are net 30 from date of invoice. All presented pricing is in US Dollars.

Vendor Information

Selectron Technologies, Inc.
12323 SW 66th Avenue
Portland, Oregon 97223
Phone: 866.878.0048 | Fax: 503.443.2052



Statement of Work

Norman, OK

Relay
Permits

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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Norman, OK (Norman or Customer). The features, functionality, and services are provided by upgrading Norman's existing VoicePermits IVR to Selectron Technologies' next- generation Relay communication platform (Relay).

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	8/24/2021
1.1	Updated Project Scope/Phases	

1.2. Note on Project Scope

It is understood that the project outlined in this SOW will be completed in two phases. The first phase will consist of Selectron upgrading Norman's existing premise-based IVR solution to the planned Relay Permits IVR solution hosted in Selectron's Managed Services environment. This phase 1 solution will be integrated to Norman's existing CentralSquare Naviline system. Phase 2 will begin at a time determined by Norman, OK, and will consist of Selectron providing professional services to update the integration from CentralSquare Naviline to the planned Harris CityView system. Further details on integration requirements are included in section 3 of this SOW.

2. Functionality

This section details the functionality included with Norman's updated Relay IVR. All functions and features are dependent upon the accessibility of Norman's CentralSquare Naviline and Harris CityView application databases to provide the given data to Relay.

2.1. The Relay Platform

Norman's solution is powered by Selectron's Relay platform. Relay is a multi-channel, multi-agency platform that is designed to connect customers, constituents, and field workers to government agencies and utilities. Relay offers interactive voice response (IVR), web, mobile, outbound, call center agent, and field worker capabilities all in a single platform.

The following sections detail the functionality that will be implemented for Norman. Additional channels, applications, and integrations that are not specified in this SOW are not included, but may be able to be added to the system under a supplemental statement of work. Please contact your Selectron representative for more details for additional functionality.

2.1.1. Application Packs and Channels

Norman's solution includes the following application pack and channels:

- Application packs:
 - Permits Pack
- Channels:
 - IVR

2.2. Permits Pack

Norman will be configured with the Relay Permits Pack. The Permits Pack offers Norman's customers with a central point of access for permit information and services. Callers will be able to enter a permit number and perform the following actions:

- Contractor Menu
 - Access inspection results
 - Permit based messaging
 - Schedule/reschedule inspections
 - Cancel inspections
 - Hear site address for the permit
- Inspector Menu
 - Post inspection results
 - Post correction codes
 - Leave Message for contractor

All permit, inspection, and/or code information is made available through an API to the Harris CityView application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.2.2. IVR Channel

The IVR Channel for the Permits Pack provides callers with an Interactive Voice Response (IVR) system for accessing and posting permit information. The IVR offers functionality in the form of a Contractor Menu and an Inspector Menu.

Using the Contractor Menu, a contractor can enter a permit number to access permit information and functions. Upon entering a valid permit number, the user can schedule, reschedule, and/or cancel inspections. After an inspection has been scheduled/rescheduled/canceled, the caller will receive a confirmation number. Additionally, contractors can use the IVR to access inspection results, including any associated correction codes and descriptions. Finally, the contractor can access messages left for them by an inspector, or leave a message for an inspector.

Using the Inspector Menu, accessible via a hidden main menu option, an inspector can enter a permit number to post inspection results via the IVR. When posting results, the caller will need to enter a valid Inspector PIN number (or some other validation number to be determined during implementation). The PIN can be determined by Norman, but must be validated by the

Harris CityView database. When posting results, inspectors can add correction codes as well as leave a message for the contractor.

If desired, callers can be given the option to transfer to an agent. If a caller requests a transfer, the Relay IVR performs a transfer to a number specified by Norman.

3. System Integration

Depending on the implemented features, Relay requires varying levels of integration with other Norman components. These are described in the following sections.

3.1. Application Database Interfaces

As part of the planned upgrade, it is anticipated that Selectron will initially be integrating with Norman's CentralSquare Naviline application database, with a planned update to Harris CityView at a later time determined by Norman. All data-based interactivity on the solution is reliant upon data being available via the application vendor APIs for both systems.

During the implementation phase, if data elements are identified as necessary but are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and will result in additional professional services fees.

4. Deployment Model

This implementation of Relay will be moved from on premise at Norman, OK to Selectron's single-tenant Relay Managed Services environment.

Relay Managed Services is a hosted application, located in Selectron's local hosting facility. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a Managed Services solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support.

Norman's solution is licensed for:

- Eight (8) inbound IVR ports allowing for up to eight concurrent calls
- 15,000 inbound calls

4.1. Hosted IVR Access

For optimal user experience and telecom usage, it is recommended that callers access the hosted IVR by dialing directly into the hosted solution using a local Norman 10-digit number, which will be provided by Selectron. If Norman elects to have calls routed through your phone system first before connecting to the IVR, two customer telecom channels may be tied up during the duration of the entire call, and callers may experience a decrease in call quality.

5. Administrative Tasks

This section details administrative tasks that can be performed in order to manage Relay. All system administration for Relay is handled through the Relay Portal web application. An administrator from Norman will

be provided with user credentials for the Relay Portal application during the implementation process. Additional users can be created by the administrator as needed.

Permissions can be assigned on a per-user basis; permissions govern the functionality available to a given user.

The Relay Portal provides Norman administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. The Relay Portal is supported on Chrome, Firefox, Microsoft Edge, and Safari.

5.1. Run System Reports

Norman administrators will be able to run system reports via the Relay Portal. Reports that can be run by the administrator include:

- Call Statistics
- Call Activity
- Call Detail

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.1.2. Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the service implementation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service. This includes information on the toll-free numbers, call volume, APIs.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and application database, prior to system initiation, to allow for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

6.1.3. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation,

ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

6.1.4. Provide Installation and Administrative Training

Selectron will provide remote training for the Relay solution. All installation is handled by Selectron technical staff at our remote hosting facility.

6.1.5. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri- fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- IVR phone number(s)
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

6.1.6. Interface Upgrades

After service initiation, Norman's Harris CityView database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any Norman application database (or other application database software) may require professional services outside the scope of this service.

6.2. Norman, OK

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides Norman with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

6.2.2. Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

6.2.3. Approve Channel Configuration

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- Call flow for the IVR solution

Once the channel design(s) have been approved, software development begins.

6.2.4. Provide Remote Network Access to Application Database(s)

In order to fully test the interactive solution, Selectron Technologies requires access to Norman's application database(s) prior to installation. The Customer will help facilitate communication between Selectron and the database vendor.

6.2.5. Provide System Access

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support.

Please notify Selectron Technologies immediately if the accounts for the Application Database or network are modified. Norman is responsible for providing Selectron with appropriate application database network access as defined in the System Integration section.

6.2.6. Confirm Service Functionality

Norman, OK has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance

Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.2.7. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.



Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this "**Agreement**") by and between Selectron Technologies, Inc., an Oregon corporation having a principal place of business at 12323 SW 66th Avenue, Portland, OR 97223, and its successors and assigns ("**Selectron**"), and Norman, OK ("**Licensee**").

Recitals

Whereas, as between Selectron and Licensee, Selectron is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the "**Licensed Software**"; and

Whereas, Selectron wishes to grant to Licensee, and Licensee desires to obtain from Selectron, certain rights to access and use, and to permit authorized Licensee employees to access and use the Licensed Software through Selectron's application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

Agreement

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

1.1 "Aggregate Data" means information, data, and statistics about a group of individuals, organizations, or transactions that cannot be used to identify Licensee or a particular individual, including Licensee Data that has been de-identified and anonymized and combined with data about other individuals and transactions.

1.2 "Authorized User" means an Employee that Licensee provides with access to the Licensed Software.

1.3 "Customer Tools" means the Licensed Software components and interfaces that, as described in the Documentation, are designed and intended to be accessed by customers of Licensee through an application that is set up and maintained as part of the Services and/or Licensee's website.

1.4 "Derivative Work" shall mean a new or modified work that is based on or derived from a

preexisting work, including, without limitation, a work that in the absence of a license, would infringe the Intellectual Property Rights associated with such preexisting work.

1.5 "Documentation" shall mean the standard documentation for the Licensed Software, as generally provided by Selectron to its other customers.

1.6 "Employee" shall mean a then-current employee of Licensee.

1.7 "Intellectual Property Rights" shall mean all rights associated with (a) patents, designs, algorithms, and other industrial property rights; (b) works of authorship, including copyrights, "moral rights", and derivative works thereof; (c) the protection of trade and industrial secrets and confidential information; (d) Trademarks (as defined herein); (e) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, divisions, continuations, renewals, extensions, divisions, and re-issuances of any of the foregoing, now existing or acquired in the future.



1.8 "Licensed Software" shall mean, collectively, (a) the software programs that are listed in Exhibit A and further described in the included Statement of Work; (b) the Documentation; and (c) any Updates.

1.9 "Licensee Data" means structured data about and identifiable to customers of Licensee, including without limitation data about transactions between such customers and Licensee, (a) that Licensee provides to Selectron to enable Selectron to provide the Licensed Software and the Services, (b) that Selectron collects from Licensee's customers to facilitate payments by those customers to Licensee, or (c) that Selectron otherwise collects or creates, including by automated means, in the course of performing the Services or providing the Licensed Software to Licensee.

1.10 "PCI Data" means Cardholder Data (including, without limitation, Primary Account Number, cardholder name, expiration date, and Service Code) and Sensitive Authentication Data (including without limitation full magnetic stripe data or the equivalent on a chip, CAV2/CVC2/CW2/CID, PINs/PIN block), as such terms are defined by the PCI Security Standards Council.

1.11 "Security Incident" means a breach of security resulting in an unauthorized third party gaining access to Licensee Data if (a) such breach creates a substantial risk of harm to Licensee or any individual(s) and (b) the Licensee Data was accessed in unencrypted, usable, or readable form or it is reasonably likely that the unauthorized third party has acquired or will acquire the decryption key or other means of converting the Licensee Data to readable or usable form.

1.12 "Services" means the outbound call management, customization, training, set-up, configuration, or other services listed in Exhibit A and further described in the included Statement of Work hereto, the Technical Support Services, and any other services Selectron provides to Licensee as described herein.

1.13 "Technical Support Services" means the maintenance and technical support services described in Exhibit B hereto.

1.14 "Term" shall have the meaning set forth in Section 11.1.

1.15 "Trademarks" shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; (c) such other marks and logotypes as either party may designate from time to time in writing; and (d) the goodwill connected with the use of and symbolized by any of the foregoing.

1.16 "Updates" shall mean any modifications, error corrections, bug fixes, new releases, or other updates of or to Licensed Software, including the Documentation, that may be provided or otherwise made available hereunder by Selectron to Licensee during the Term.

1.17 "Work Product" means any and all work product, deliverables, materials, drawings, works of authorship, creative works, designs, inventions, documentation, methods, processes, techniques, software, reports, or data created or developed by Selectron in the course of performing the Services or providing the Licensed Software, excluding Licensee Data.

2. Grant of License; Restrictions

2.1 Grant of License to Use Licensed Software. Subject to the terms and conditions of this Agreement, including the End User License Agreement ("EULA") attached hereto as Exhibit D which is incorporated into and made a part hereof, and the timely payment of all fees hereunder, Selectron hereby grants to Licensee a non-exclusive, nontransferable, nonsublicensable, limited license, during the Term, to access and use the Licensed Software solely in accordance with the Documentation and the EULA and solely for Licensee's own internal business use. Except as set forth in this Section 2.1 or the EULA, no other right or license of any kind is granted by Selectron to Licensee hereunder with respect to the Licensed Software.

2.2 Software Restrictions. Licensee hereby acknowledges and agrees that it shall not use the Licensed Software for any purpose other than the



purpose for which Selectron has developed the Licensed Software, and that it shall use the Licensed Software in accordance with the EULA and all applicable laws, rules, and regulations. In the event of any violation of this Section 2.2 or the terms of the EULA by Licensee or any person Licensee provides with access to the Licensed Software (whether or not such person is an Authorized User), Selectron may terminate this Agreement in accordance with Section 11.2.

2.3 Data Restrictions. Selectron hereby acknowledges that the Licensee Data may contain sensitive, personally-identifiable information. Selectron will not disclose Licensee Data to any third-party except as required to perform its obligations under this Agreement (e.g., transmittal of PCI Data to Licensee's designated payment gateway) and will maintain and use the Licensee Data only for purposes of performing its obligations under this Agreement. Except as otherwise expressly provided herein, Selectron will promptly delete any Licensee Data that Licensee requests in writing to be deleted (except for data retention required by law).

2.4 Rights in Aggregate Data. Notwithstanding Section 2.3, Selectron may, (a) during the term of this Agreement, use and analyze the Licensee Data to generate Aggregate Data and (b) during and after the term of this Agreement, retain, use, publish, and otherwise disclose Aggregate Data without restriction, so long as the Aggregate Data is disclosed in a form in which it cannot be used to identify Licensee or any particular individual(s). By way of example and without creating any limitation, Selectron may analyze the Licensee Data along with data gathered from other sources to generate statistics and analytics about success rates of municipalities in collecting payments in response to application notification calls.

3. Deliverables and Services

3.1 Services. Selectron shall perform the Services described in Exhibit A and the included Statement of Work and the Technical Support Services described in Exhibit B in accordance with the terms of this Agreement.

3.2 Delivery, Testing, and Acceptance. All deliveries of equipment or physical goods required under this Agreement shall be F.C.A. Selectron's facilities. Selectron shall provide Licensee with the Documentation and access to the Licensed Software according to the delivery, testing, and acceptance schedule and terms and conditions set forth in Exhibit A and the included Statement of Work. Unless a testing period of different duration is set forth in Exhibit A or the included Statement of Work, Licensee shall have a testing period of thirty (30) days from the date of delivery of any Licensed Software, including any customized Licensed Software, to inspect and test the Licensed Software. If Licensee provides Selectron with written notice during the applicable testing period describing the Licensed Software's failure to substantially comply with the limited warranty set forth in Section 7.2 in sufficient detail to enable Selectron to reproduce such failure, the Service Fees for the non-conforming Licensed Software shall be suspended until Selectron corrects any such substantial non-conformity. If Licensee does not provide such notice during the testing period, the Licensed Software shall be deemed accepted, and Licensee's sole remedy for any non-conformance shall be the Technical Support Services provided hereunder.

3.3 Authorized Users; Licensee Identification and Passwords. Except as provided in Section 3.4, Licensee shall not permit any person to access the Licensed Software other than Employees whom Licensee has designated as Authorized Users. Each individual natural person shall be a separate Authorized User for purposes of this Agreement. Licensee shall create or request that Selectron create unique log-in credentials, consisting of a "**User Identification**" and "**User Password**", for each individual Authorized User who shall be accessing the Licensed Software. Licensee hereby acknowledges that Licensee and its Authorized Users bear sole responsibility for protecting the confidentiality of all User Passwords and shall remain fully responsible and liable for (and Selectron shall not be responsible or liable for) any unauthorized use of any User Identifications or User Passwords. Licensee shall not share or disclose, and shall not permit any Authorized User to share or disclose, such Authorized User's log-in credentials with



or to any other individual or entity, even if such other individual is also an Authorized User. A User Identification may not be transferred from one Authorized User to another Authorized User. Licensee shall promptly terminate (or cause to be terminated by requesting that Selectron terminate) the User Identification for any individual who ceases to be an Authorized User for any reason, including without limitation due to termination of such individual's employment with Licensee. Licensee shall promptly notify Selectron if it discovers or suspects that any log-in credentials have been accessed or used by any person other than the Authorized User to which such log-in credentials were granted, in which case Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

3.4 Customer Tools. Licensee may permit its customers to access and use the Customer Tools solely through Licensee's website and/or an application that is set up and maintained as part of the Services, and solely for the purpose of enabling such customers to (a) receive notifications sent by or on behalf of Licensee, (b) make payments to Licensee, (c) view their invoices from Licensee and history of payments to Licensee, and (d) update their contact information with Licensee.

3.5 Hosting. During the Term, Selectron and/or its designees shall host and maintain the Licensed Software, and provide access thereto, subject to the terms and conditions of this Agreement and the EULA.

3.6 Updates, Maintenance, and Technical Support. During the Term, Selectron shall provide Licensee with Updates as they are made generally available by Selectron to its other customers, as well as maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit B. Any Update provided or made available by Selectron hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

3.7 Other Modifications to the Licensed Software. Licensee understands and agrees that Selectron may make modifications and updates to the

Licensed Software from time to time. Selectron may determine in its sole discretion whether to provide such modifications and updates to Licensee and its other customers as an Update hereunder, or whether such modifications and updates will be issued as a separate or new product or premium version of the Licensed Software that is available only at an additional charge.

3.8 Further Licensee Obligations. Licensee shall be solely responsible for acquiring and maintaining, at its own expense, the necessary equipment and Internet and telecommunication services required to access the Licensed Software and the Services. Licensee acknowledges that Selectron shall have no obligation to assist Licensee in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

4. Fees and Payment

4.1 Service Fees. Licensee shall pay to Selectron service fees ("**Service Fees**") in the amounts and according to the terms and conditions set forth in Exhibit A. In addition to the payment of Service Fees, unless different terms are provided for in Exhibit A, Licensee agrees to reimburse Selectron for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Selectron in connection with the performance of any Services.

4.2 Payment Terms. Unless different payment terms are set forth in Exhibit A, all fees and expenses payable hereunder shall be due thirty (30) days from the date of invoice. If any amounts are past due and outstanding, Selectron reserves the right to suspend the licenses granted hereunder, suspend access to the Licensed Software, and discontinue the Services until all outstanding amounts are paid. Selectron may recover any court ordered costs of collection, including reasonable attorney's fees and related expenses.

4.3 Disputed Amounts. Any disputed charges must be presented by Licensee to Selectron in writing within fifteen (15) days of the date of invoice, and the parties agree to cooperate in good faith to promptly resolve any disputed invoice within fifteen (15) days of Selectron's receipt of Licensee's written notice of

dispute. In the event Licensee disputes any amounts invoiced by Selectron in good faith, the undisputed amount shall be paid when due, and only disputed amounts shall be withheld pending resolution of the dispute. If payment of a disputed amount has already been made and later resolution of the dispute is in Licensee's favor, a credit will be issued by Selectron to Licensee on the next invoice.

4.4 Fee Increases. During the Initial Term, the Service Fees set forth in Exhibit A shall apply. After the Initial Term (as defined in Section 11.1 below), Selectron may increase or change its fees by providing Licensee with notice of such increase or change at least ninety (90) days prior to the renewal date of the subsequent year's agreement. Licensee's sole alternative to such fee increase or change shall be to terminate this Agreement by providing notice of termination to Selectron within twenty (20) days after receipt of the notice of price increase or change, which termination will become effective thirty (30) days after such written notice of termination.

4.5 Taxes. All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Licensee shall pay, indemnify, and hold Selectron harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other taxes or governmental charges of any nature, including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Licensee and any services rendered to Licensee; provided, however, that Licensee shall not be responsible for paying any taxes imposed on, or with respect to, Selectron's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Proprietary Rights

As between Selectron and Licensee, Selectron and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights in and to the Licensed Software and any Work Product resulting from performance of the Services and any portions thereof, including without limitation any copy or

Derivative Work of the Licensed Software (or any portion thereof) and any Updates and upgrades thereto. Licensee agrees to take any action reasonably requested by Selectron to evidence, maintain, enforce, or defend the foregoing. Licensee shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Selectron's or its licensors' ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software and any Work Product are licensed, not sold, and Licensee shall have only those rights in and to the Licensed Software and Work Product and any Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement, including the EULA.

6. Proprietary Information

During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the disclosing party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent; provided, however, that each party (the "**receiving party**") may disclose Proprietary Information of the other party (the "**disclosing party**") (a) to such receiving party's employees, directors, officers, contractors, and agents (collectively, "**Representatives**") who have a need to know such information and who have been advised of and have agreed to comply with the confidentiality restrictions contained in this Section 6 and (b) to such third parties as are authorized or directed by the disclosing party in writing. Each party shall be responsible and liable for the actions and omissions of its Representatives. "**Proprietary Information**" belonging to a disclosing party includes, but is not limited to, such disclosing party's (a) trade

secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding its plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of employees, and (d) other information about or belonging to such disclosing party that the receiving party should reasonably know, due to the nature of the information or the circumstances surrounding its disclosure, is regarded by the disclosing party as confidential. Proprietary Information includes reports, analyses, notes, and other information or materials that contain or are derived using the disclosing party's Proprietary Information, even if developed in whole or in part by the receiving party.

For clarity, information about the Licensed Software, including information about its features, functionality, and pricing, are and shall remain the Proprietary Information of Selectron. For further clarity, Licensee Data is and shall remain the Proprietary Information of Licensee.

Notwithstanding the foregoing, information will not be considered to be Proprietary Information if (a) it is readily available to the public other than by a breach of this Agreement; (b) it has been rightfully received by the receiving party from a third party without confidentiality limitations; (c) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (d) it was rightfully known to the receiving party prior to its first receipt from the disclosing party. The receiving party shall be entitled to disclose the disclosing party's Proprietary Information if required by law or a judicial order; provided that the receiving party first provides prompt notice of the required disclosure to the disclosing party,

and complies with any protective or similar order obtained by the disclosing party limiting the required disclosure.

7. Representations and Warranties; Warranty Disclaimer.

7.1 Mutual Representations. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement is (a) within its corporate, municipal, or governmental powers, as the case may be (b) has been duly authorized by all necessary corporate, municipal, or governmental action on such party's part, and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any law, regulation, judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party.

7.2 Limited Software Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron represents and warrants to Licensee that the Licensed Software, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation. If Licensee finds what it reasonably believes to be a failure of the Licensed Software to substantially conform to the functional specifications in the Documentation, and provides Selectron with a written report that describes such failure in sufficient detail to enable Selectron to reproduce such failure, Selectron shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Licensee in accordance with Exhibit B hereto. Outside the United States, this limited warranty is only available with proof of purchase from an authorized source. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, SELECTRON PROVIDES THE LICENSED SOFTWARE TO LICENSEE "AS IS" AND "AS AVAILABLE." SELECTRON MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SELECTRON, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF

THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. This Section states the entire liability of Selectron and the sole and exclusive remedy of Licensee with respect to any breach of the foregoing express warranty.

7.3 Limited Services Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron warrants that the Services shall be performed in a professional and workmanlike manner. Selectron's sole obligation, and Licensee's exclusive remedy for breach of the foregoing warranty, is that Selectron shall use its commercially reasonable efforts to re-perform the Services or otherwise cure such breach. If, in Selectron's sole judgement, curing the breach is not commercially feasible, Selectron shall credit Licensee for a portion of the fees allocable to the affected period of time that is proportionate to the period the Services or Licensee's ability to access or use the Licensed Software was impaired.

7.4 Disclaimer of Other Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 AND SECTION 8.5 CONSTITUTE THE ONLY WARRANTIES MADE BY SELECTRON WITH RESPECT TO THE LICENSED SOFTWARE AND THE SERVICES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SELECTRON DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN

THE EXPRESS WARRANTIES IN SECTION 7 AND SECTION 8.5 OF THIS AGREEMENT.

7.5 Defects Not Covered by Warranties. Selectron shall have no obligations under Section 7.2 to the extent any nonconformance or failure of, or error in, the Licensed Software is caused by (a) use of any attachment, feature, hardware, software, or device in connection with the Licensed Software, or combination of the Licensed Software with any other materials or service, unless the combination is performed by Selectron; transportation, neglect, misuse, or misapplication of the Licensed Software, or any use of the Licensed Software that is not in accordance with this Agreement, the EULA, and/or the Documentation; (c) alteration, modification, or enhancement of the Licensed Software, except as may be performed by Selectron; (d) failure to provide a suitable use environment for all or any part of the Licensed Software; or (e) failure to maintain systems and environments that are compatible with Updates.

8. Security

8.1 Internet Security. Selectron's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Licensee is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Selectron makes no representations or warranties to Licensee regarding (a) the security or privacy of Licensee's network environment, or (b) any third-party technologies' or services' ability to meet Licensee's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Licensee is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, Licensee acknowledges and agrees that Selectron does not operate or control the Internet and that Selectron shall have no responsibility or liability in connection with a breach of security or privacy regarding the Licensed Software or information contained therein that is caused by (a) viruses, worms, Trojan horses, or other undesirable data or software; (b) unauthorized

users, e.g., hackers; or any other third party or activity beyond Selectron's reasonable control; in each of the foregoing cases, except to the extent caused by Selectron's breach of Section 8.4 or 8.5.

8.2 Remote Access Security. In order to enable code development and support and maintenance of the software, Selectron may require remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a Licensee solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Licensee's responsibility to ensure that the remote access method meets Licensee's security requirements. Selectron makes no representations or warranties to Licensee regarding the remote access software's ability to meet Licensee's security or privacy needs. Selectron also makes no recommendation for any specific package or approach with regard to security. Licensee is solely responsible for ensuring a secure network environment.

8.3 Outbound Services Disclaimer. Outbound services are intended to create additional methods of communication for Licensee's employees who use the Licensed Software in support of existing processes. These services are not intended to replace all interaction with Licensee's end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Licensee acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Licensed Software, and Licensee

acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Selectron, and that Licensee forever releases Selectron from any and all liability caused by (a) any failed call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy- outs; (b) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder; or (c) if Licensee, Licensee's employees, or Licensee's end user suffer injury or damage due to the failure of outbound services to operate, even though Licensee does not know what or how extensive those injuries or damages might be, unless such losses were directly attributable to Selectron's gross negligence or willful misconduct.

8.4 Privacy and Security Standards. Selectron agrees that it will gather, collect, receive, generate, store, use, maintain, transmit, process, import, export, transfer and disclose the Licensee Data substantially in compliance with applicable data protection, security, breach notification and privacy laws, rules, regulations and industry standards to which Selectron is subject. Selectron shall, at all times, use reasonable measures to protect the confidentiality of the Licensee Data in its possession or care, including technical, administrative, and physical safeguards that are appropriate given the nature of the Licensee Data.

8.5 PCI Compliance. Selectron warrants that, during the Term of this Agreement, (a) all system components, people, processes, and the cardholder data environment that are used in Selectron's collection, transmittal, or other processing of PCI Data on behalf of Licensee are and shall remain compliant with the applicable provisions of PCI DSS; and (b) Selectron PayEngine™, Selectron's proprietary payment application, is and shall remain compliant with PA-DSS. On an annual basis or upon Licensee's request, Selectron shall provide Licensee with an Attestation of Compliance or Attestation of Validation confirming such compliance.

8.6 Incident Response. In the event Selectron becomes aware of a confirmed or suspected Security

Incident involving the unauthorized disclosure or theft of PCI Data, Selectron shall (a) notify Licensee, (b) cooperate in any investigation, (c) promptly take reasonable measures to prevent further unauthorized access or use of the Licensee Data, (d) cooperate with Licensee's notification to affected individuals if such notification is required by applicable law or regulation, and (e) perform all such other acts, or cooperate with Licensee's performance of all such other acts, that are required with respect to such Security Incident by applicable law or regulation.

8.7 Limited Scope of PCI Data Processing. The parties acknowledge that Selectron's sole processing of PCI Data on behalf of Licensee shall consist of (a) collecting PCI Data needed to facilitate payments to Licensee, (b) transmitting such PCI Data to a third party payment gateway designated by Licensee, and (c) receiving confirmation via the payment gateway that the payment transaction has been completed. After transmittal of PCI Data to the payment gateway, Selectron will not retain, store, or continue to use or process such PCI Data.

8.8 Data Transfers Between Licensee and Selectron. The parties acknowledge that, to facilitate providing the Services and the Licensed Software, Selectron and Licensee shall regularly transfer Licensee Data to each other. Licensee, not Selectron, is responsible for providing and maintaining a secure file transfer protocol for such transfer of Licensee Data, and shall be responsible for maintaining the security of the system components, environment, and procedures of such file transfer protocol.

8.9 Licensee's Privacy Practices. Licensee acknowledges that the Licensee Data includes information about individuals with whom Licensee, rather than Selectron, has direct relationships. Therefore, it is Licensee's obligation, and not Selectron's obligation, to provide any privacy notices or disclosures to, and obtain any consent from, such individuals as may be required by applicable law with respect to processing of the Licensee Data by Selectron on Licensee's behalf. Licensee represents, warrants, and covenants to Selectron that (a) Licensee has the authority to transmit the Licensee Data to Selectron; and (b) Selectron's

collection, storage, transmittal, and other processing of the Licensee Data on behalf of Licensee, as described in the Documentation and this Agreement, does not and will not violate any applicable laws, regulations, ordinances, contracts, policies, orders, or decrees to which Licensee is subject.

9. Indemnification

9.1 Infringement Indemnity Obligations of Selectron. Selectron shall defend any action brought against Licensee to the extent it is based on a third party claim that use by Licensee of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes or misappropriates any valid United States patent, copyright, or trade secret. Selectron shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Licensee in such action that are attributable to such claim. Licensee agrees to promptly notify Selectron of any known or suspected infringement or misappropriation of Selectron's proprietary rights of which Licensee becomes aware. Should the Licensed Software become, or be likely to become in Selectron's opinion, the subject of any claim of infringement, Selectron may, at its option (a) procure for Licensee the right to continue using the potentially infringing materials; (b) replace or modify the potentially infringing materials to make them non-infringing; or (c) terminate this Agreement and provide Licensee with a refund equal to the set-up fees paid by Licensee, less an amount equal to the depreciated portion of such fees calculated on a five (5) year straight-line basis. This Section 9.1 states the entire liability of Selectron and the exclusive remedy of Licensee with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

9.2 Infringement Indemnity Obligations of Licensee. Selectron shall have no liability for any claim based upon (a) the use, operation, or combination of the Licensed Software with non-Selectron programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; use of other than the then-current, unaltered version of the Licensed Software that

incorporates all Updates; Licensee's or its agents' or Employees' activities after Selectron has notified Licensee that Selectron believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software that are not specifically authorized in writing by Selectron; (e) any third party software; (f) any Licensee Data; or (g) Licensee's breach or alleged breach of this Agreement. Licensee shall indemnify, defend, and hold Selectron harmless for, from and against all liabilities, costs, damages, and expenses (including reasonable attorney's fees) awarded against or incurred by Selectron in such action(s) that are attributable to such claim.

9.3 Security Related Indemnity Obligations of Selectron. If an investigation performed by a qualified third party forensic investigator confirms that a Security Incident was caused solely by an act or omission of Selectron, including any security vulnerability in system components, procedures, or environments owned or controlled by Selectron, then Selectron shall defend, indemnify, and hold harmless Licensee for, from and against all liabilities, costs, damages, fines, penalties, and expenses (including reasonable attorney's fees) incurred by Licensee as a result of such Security Incident, including the reasonable costs of investigation and reasonable costs of notification to affected individuals and providing credit monitoring or other fraud prevention services, but only to the extent such notification, credit monitoring, or other fraud prevention services are required by applicable laws, regulations, a court order or consent decree, or the terms of a settlement and release of claims arising from such Security Incident that Selectron has consented to (collectively, "**Losses**").

9.4 Security Related Indemnity Obligations of Licensee. Selectron shall have no liability or obligation to defend or indemnify Licensee with respect to any Losses caused by Licensee's breach of Sections 8.8 or 8.9 or any Security Incident to the extent caused in whole or in part by an act or omission of Licensee or any third party (other than Selectron's subcontractors) or any of their affiliates, employees, directors, officers, agents, or contractors (other than Selectron), including without limitation any of the following acts or omissions: (a) their

loss of control of any device, (b) their failure to maintain the confidentiality of log-in credentials, (c) their transmission of data via methods that are not secure, (d) their failure to maintain systems and environments that are compatible with any Update, (e) their violation of the applicable terms of this Agreement or any applicable laws, regulations, or industry standards, or (f) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures, including without limitation any vulnerability in the file transfer protocol maintained by Licensee pursuant to Section 8.8. Licensee shall indemnify, defend, and hold harmless Selectron for, from and against all Losses arising from any such Security Incident or Licensee's breach of Sections 8.7 or 8.8, including without limitation any expenses incurred by Selectron in complying with its obligations under Section 8.6.

9.5 Conditions for Indemnification. The parties' indemnification obligations hereunder shall apply only if (a) the party to be indemnified (the "**indemnitee**") notifies the party obligated to indemnify them (the "**indemnitor**") in writing of a claim promptly upon learning of or receiving the same; and (b) the indemnitee provides the indemnitor with reasonable assistance requested by the indemnitor, at the indemnitor's expense, for the defense and settlement, if applicable, of any claim. The indemnitee's failure to perform any obligations or satisfy any conditions under this Section 9.5 shall not relieve the indemnitor of its obligations hereunder except to the extent that the indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

9.6 Control of Defense. After receipt of notice of a claim, the indemnitor shall be entitled, if it so elects, at its own cost, risk and expense (a) to take control of the defense and investigation of such lawsuit or action; and (ii) to employ and engage attorneys of its own choice to handle and defend the same; *provided, however*, that the indemnitee's consent shall be required for any settlement that does not include a full release of all claims. If the indemnitor fails to assume the defense of such claim within ten (10) business days after receipt of notice of the claim, the indemnitee will (upon delivering



notice to such effect to the indemnitor) have the right to undertake, at the indemnitor's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnitor; provided, however, that such claim shall not be compromised or settled without the written consent of the indemnitor. The party that assumes control of the defense of the claim will keep the other party reasonably informed of the progress of any such defense, compromise or settlement. Notwithstanding the foregoing, the indemnitee shall be entitled to conduct its own defense at the cost and expense of the indemnitor if the indemnitee establishes that the conduct of its defense by the indemnitor would reasonably be likely to prejudice materially the indemnitee due to a conflict of interest between the indemnitee and the indemnitor; and provided further that in any event, the indemnitee may participate in such defense at its own expense.

10. Limitation of Liability

10.1 Limited Remedy. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SELECTRON OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR, OR BE OBLIGATED TO INDEMNIFY LICENSEE FOR, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF SELECTRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNLESS CAUSED BY FRAUD, OR WILLFUL INJURY TO PERSON OR PROPERTY, OR VIOLATION OF LAW, WHETHER WILLFUL OR NEGLIGENT, BY SELECTRON.

10.2 Maximum Liability. To the maximum extent permitted by law, the Parties agree and acknowledge that the information regarding Oklahoma residents to which Licensor will have access under this Agreement is limited to publically available information, and that the risk of personally identifiable information being exposed in connection with this Agreement may be limited. Accordingly, it is the Parties' mutual determination that the chance of damages suffered by Licensee is limited,

such that the limitations on liability in this Agreement are reasonable. To the maximum extent permitted by law, notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Selectron's entire liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort or otherwise), shall not exceed the following amounts: (a) for any claim arising from related to this Agreement that is brought in the first year of this Agreement, three times the amounts actually received by Selectron from Licensee hereunder in the twelve (12) months immediately preceding the action that gave rise to the claim; and (b) for any claim related to this Agreement that is brought in any subsequent year of this Agreement, five times the amounts actually received by Selectron from Licensee hereunder in the twelve (12) months immediately preceding the action that gave rise to the claim. Licensee acknowledges that the Service Fees reflect the allocation of risk set forth in this Agreement and that Selectron would not enter into this Agreement without the limitations on liability set forth in this Agreement.

11. Term and Termination

11.1 Term. The term of this Agreement shall commence on the Effective Date and continue for an initial period of five one year renewable terms based on available funding therefrom (the "**Initial Term**"), unless either party notifies the other of its intention not to renew at least ninety (90) days before the end of the then-current term (collectively, the "**Term**").

11.2 Termination for Default. If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within sixty (60) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of sixty (60) calendar days, the defaulting party institutes within the sixty (60) day-period substantial steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the

either party of liability for breaches occurring prior to the effective date of such termination. Any provisions that would reasonably be expected by the parties to survive termination of this Agreement shall survive such termination, including without limitation the provisions of the EULA and Sections 1 (“Definitions”), 2.2 (“Software Restrictions”), 2.3 (“Data Restrictions”), 2.4 (“Rights in Aggregate Data”), 4 (“Fees and Payment”) (with respect to amounts accrued but as-yet unpaid), 5 (“Proprietary Rights”), 6 (“Proprietary Information”), 7 (“Representations and Warranties; Warranty Disclaimer”), 8 (“Security”), 9 (“Indemnification”), 10 (“Limitation of Liability”), 11 (“Term and Termination”) and 12 (“General Provisions”).

12. General Provisions

11.4 Effect of Termination. Upon the expiration or termination of this Agreement, all rights and licenses granted to Licensee hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, Licensee shall, at its sole expense, return to Selectron (or destroy, at Selectron's sole election) all Licensed Software and Proprietary Information of Selectron (and all copies, summaries, and extracts thereof) then in the possession or under the control of Licensee and its current or former employees. Licensee shall furnish to Selectron an affidavit signed by an officer of Licensee certifying that, to the best of its knowledge, such delivery or destruction has been fully effected. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve

12.3 Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

12.4 Attorneys' Fees. If any legal action is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment maybe entitled to court ordered reasonable expenses, including reasonable court costs and attorney fees paid or incurred.

12.5 Injunctive Relief. In the event that Licensee breaches any provision of the EULA or Sections 2, 5, or 6 or any other material provision of this Agreement, Selectron shall seek injunctive and other appropriate equitable relief in addition to whatever remedies Selectron may have at law, in equity, under this Agreement, or otherwise.

12.6 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder, operate as a waiver of any right or remedy.

12.7 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, and reformed without further action by the parties, to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing, Licensee agrees that Section 7.4 will remain in effect notwithstanding the unenforceability of any other provision hereof, to the extent that said Section or other Sections are valid and enforceable under Oklahoma laws.

12.8 Independent Contractor Relationship. Selectron's relationship with Licensee will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a

joint venture, partnership, or employer-employee relationship. Licensee is not an agent of Selectron and is not authorized to make any representation, contract, or commitment on behalf of Selectron, or to bind Selectron in any way. Selectron is not an agent of Licensee and is not authorized to make any representation, contract, or commitment on behalf of Licensee, or to bind Licensee in any way. Selectron will not be entitled to any of the benefits that Licensee may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

12.9 Force Majeure. Except for the payment of monies due hereunder, neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

12.10 Public Announcements. Licensee shall cooperate with Selectron so that Selectron may issue a press release concerning this Agreement; provided, however, Selectron may not release any such press release without the prior approval of Licensee (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Selectron shall have the right to use Licensee's name as a customer reference, and to use Licensee's trade name on Selectron's customer lists.

12.11 U.S. Government Rights. (a) The Licensed Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through



227.7202-4, the Licensed Software are licensed to any U.S. Government End Users (i) only as a commercial item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, OR 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

(b) The parties agree that, in the event that Licensee is a governmental entity, all other state and local governments within Licensee's state may purchase a license from Selectron to use the Licensed Software under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Selectron.

12.12 Export Controls. The Licensed Software is subject to the export control laws of the United States and other countries. Licensee may not export or re-export the Licensed Software, unless Licensee has first obtained Selectron's prior written permission and the appropriate United States and foreign government licenses, at Licensee's sole expense. Licensee must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Licensed Software. None of the Licensed Software may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Licensee shall defend, indemnify and hold Selectron and all successors, assigns, affiliates, suppliers, and each of their officers, directors,

employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and costs) arising out of Licensee's violation of such export control laws. Licensee further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

12.13 Captions and Section Headings. The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

12.14 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement.

12.15 Modification; Subsequent Terms. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Selectron and Licensee. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement ("Subsequent Terms") differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. The terms on any purchase order or similar document submitted by Licensee to Selectron will not modify the terms and conditions of this Agreement.

12.16 Entire Agreement; Amendment. This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

EXHIBIT A

Scope of Work

See Scope of Work in Letter of Understanding

EXHIBIT B**Maintenance and Technical Support**

This Exhibit describes the software maintenance and support services that Selectron shall provide for Licensee.

I. Definitions

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

A. “Error” means any failure of the Licensed Software to conform in any material respect with the Documentation.

B. “Error Correction” means either a bug fix, patch, or other modification or addition that brings the Licensed Software into material conformity with the Documentation.

C. “Priority A Error” means an Error that renders Licensed Software inoperative or causes a complete failure of the Licensed Software, as applicable.

D. “Priority B Error” means an Error that substantially degrades the performance of Licensed Software, as applicable, or materially restricts Licensee’s use of the Licensed Software, as applicable.

E. “Priority C Error” means an Error that causes only a minor impact on Licensee’s use of Licensed Software, as applicable.

II. Error Reporting and Resolution

A. Error Reporting. Selectron shall provide Licensee with telephone customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Priority A Errors, and telephone support during Selectron’s normal business hours for the reporting of Priority B and Priority C Errors, in each event excluding Selectron holidays.

B. Licensed Software Error Resolution. Selectron shall use commercially reasonable efforts to: (a) notify applicable Vendors of all Licensed Software Errors properly reported by Licensee in accordance with Section II(A) of this Exhibit B; (b) make available to Licensee any Error Corrections that are made available by such Vendor(s) to Selectron promptly after such Error Corrections are delivered to Selectron; and (c) update Licensee with respect to the progress of the resolution of all Licensed Software Errors.

C. Error Resolution. Licensee shall report all Errors in the Licensed Software to Selectron in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and shall reasonably classify the Error as a Priority A, B, or C Error. Selectron shall use commercially reasonable efforts to correct any Error in the Licensed Software reported by Licensee, in accordance with the priority level actually assigned by Selectron to such Error, as follows:

1. **Priority A Errors.** In the event of a Priority A Error, Selectron shall, within two (2) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within twenty-four (24) hours of receiving Licensee's report of such Error, and an Error Correction within forty-eight (48) hours of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every eight (8) hours) on the status of the Error Correction.

2. **Priority B Errors.** In the event of a Priority B Error, Selectron shall, within six (6) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within forty-eight (48) hours of receiving Licensee's report of such Error, and an Error Correction within six (6) business days of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every twelve (12) hours) on the status of the Error Correction.

3. **Priority C Errors.** In the event of a Priority C Error, Selectron shall, within two (2) business days of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within six (6) business days of receiving Licensee's report of such Error, and an Error Correction within three (3) weeks of receiving Licensee's report. Selectron shall provide Licensee with periodic reports on the status of the Error Correction.



EXHIBIT C

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EXHIBIT D**SELECTRON TECHNOLOGIES, INC. END USER LICENSE AGREEMENT**

This End User License Agreement (this “**EULA**”) is part of a Master Services and Hosting Agreement (the “**Master Agreement**”) between Selectron Technologies, Inc., an Oregon corporation (“**Selectron**”, “**we**”, “**our**”, or “**us**”) and the person or entity identified in the Master Agreement as the Licensee purchasing Services from us (“**Licensee**”). This EULA governs use by Licensee and all natural persons to whom Licensee provides access to the Licensed Software (each, an “**Authorized User**”). In this EULA, unless the context clearly indicates otherwise, all references to “**you**,” or “**your**” means both the Licensee and the Authorized User. All capitalized terms used but not defined in this EULA have the meanings given to them in the Master Agreement.

SELECTRON PROVIDES THE LICENSED SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, SELECTRON WILL NOT AND DOES NOT LICENSE THE LICENSED SOFTWARE TO YOU, AND YOU MUST NOT USE OR ACCESS THE SOFTWARE.

1. License Grant. Subject to your strict compliance with this EULA, Selectron hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Licensed Software solely in accordance with the Documentation, the Master Agreement, and this EULA, for Licensee's internal business purposes. The foregoing license will terminate immediately on the earlier to occur of:

- (a) the expiration or earlier termination of the Master Agreement between Selectron and Licensee; or
- (b) your ceasing to be authorized by Licensee to use the Licensed Software for any or no reason.

2. Scope of License. Subject to and conditioned upon Licensee's timely payment of the fees set forth in the Master Agreement and your strict compliance with all terms and conditions set forth in this EULA and the Master Agreement, you have a limited right and license to:

- (a) Use and access the Licensed Software in accordance with this EULA and the Documentation, solely for Licensee's internal business purposes.
- (b) Download, display, and use the Documentation, solely in support of Licensee's use and access of the Licensed Software in accordance herewith.
- (c) Download, display, copy, use, and create derivative works of reports and structured data generated using the Licensed Software, solely for Licensee's internal business purposes.

3. Copies. All copies of the Licensed Software and Documentation made by you:

- (a) Will be the exclusive property of Selectron;

- (b) Will be subject to the terms and conditions of the Master Agreement and this EULA; and
- (c) Must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

4. Use Restrictions. You shall not, directly or indirectly:

- (a) Use the Licensed Software beyond the scope of the license granted in the Master Agreement and Section 2 of this EULA;
- (b) Copy all or any portion of the Licensed Software, except as expressly permitted in Section 2 of this EULA;
- (c) Decompile, disassemble, decode, or otherwise reverse engineer the Licensed Software, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or any portion thereof;
- (d) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or any part thereof;
- (e) Provide any other person, including any subcontractor, independent contractor, affiliate, service provider, or other employee of Licensee, with access to or use of the Licensed Software, except as expressly permitted by the Master Agreement or this EULA;
- (f) Distribute, disclose, market, rent, lease, lend, sell, timeshare, sublicense, assign, distribute, pledge, publish, transfer or otherwise make available the Licensed Software or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service, except as expressly permitted by the Master Agreement or this EULA;
- (g) Use the Licensed Software for the commercial or other benefit of a third party;
- (h) Permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party;
- (i) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices, legends, symbols, or labels appearing on or in the Licensed Software, including any copy thereof;
- (j) Perform, or release the results of, benchmark tests or other comparisons of the Licensed Software with other software or materials;

- (k) Incorporate the Licensed Software or any portion thereof into any other materials, products, or services, except as expressly permitted by the Master Agreement or this EULA;
- (l) Use the Licensed Software for any purpose other than in accordance with the terms and conditions of this EULA and the Master Agreement.
- (m) Use the Licensed Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including (i) power generation systems; (ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems; (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; (iv) military or aerospace applications, weapons systems or environments;
- (n) Use the Licensee Data or the Licensed Software in any way that is fraudulent, misleading, or in violation of any applicable laws or regulations (including federal, state, local, and international laws and regulations), including but not limited to export or import control laws, information privacy laws, and laws governing the transmission of commercial electronic messages; or
- (o) Use the Licensed Software for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Selectron's commercial disadvantage.

5. Collection and Use of Information. Selectron may, directly or indirectly through the services of others, including by automated means and by means of providing maintenance and support services, collect and store information regarding your use of the Licensed Software, its performance, the equipment through which the Licensed Software accessed and used, such as dates and times of use by each Authorized User, activities conducted using the Licensed Software, the type of web browser used to access the Licensed Software, the operating system/platform you are using, your IP address, and your CPU speed. You agree that the Selectron may use such information for any purpose related to the Licensed Software, including but not limited to improving the performance of the Licensed Software, developing Updates, and verifying compliance with the terms of this Agreement and enforcing Selectron's rights, including all intellectual property rights in and to the Licensed Software.

6. Intellectual Property Rights. You acknowledge that the Licensed Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Licensed Software under this EULA or the Master Agreement, or any other rights to the Licensed Software other than to use the Licensed Software in accordance with the license granted under this EULA and the Master Agreement, subject to all terms, conditions and restrictions contained therein and herein. Selectron reserves and shall retain its entire right, title and interest in and to the Licensed Software and all intellectual property rights arising out of or relating to the Licensed Software, subject to the licenses expressly granted in the Master Agreement and this EULA. You shall use commercially reasonable efforts to safeguard all Licensed Software (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.

7. Login Credentials. You, the Authorized User, shall not share or disclose your log-in credentials

with or to any other individual or entity, even if such other individual is also an Authorized User. If you discover or suspect that log-in credentials of any Authorized User have been accessed or used by anyone other than the individual to whom such log-in credentials were originally granted, you will promptly notify Selectron, and Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

8. Export Regulation. The Licensed Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Licensed Software to, or make the Licensed Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all **required** undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software available outside the US.

9. Governing Law. This EULA shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Oklahoma.

File Attachments for Item:

23. CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT AND/OR AMENDMENT OF CONTRACT K-2122-108: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND NORMAN REGIONAL HOSPITAL AUTHORITY AFFIRMING THE VACATION OF CERTAIN EASEMENTS CONTAINED IN THE ORIGINAL PLAT WITH THE FILING OF THE REPLAT OF N.R.H. MEDICAL PARK WEST, SECTION 2.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/22/2022

REQUESTER: Kathryn Walker

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT AND/OR AMENDMENT OF CONTRACT K-2122-108: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND NORMAN REGIONAL HOSPITAL AUTHORITY AFFIRMING THE VACATION OF CERTAIN EASEMENTS CONTAINED IN THE ORIGINAL PLAT WITH THE FILING OF THE REPLAT OF N.R.H. MEDICAL PARK WEST, SECTION 2.

BACKGROUND:

Historically, when all or a section of a previously filed plat is made part of a subsequent replat, the City has treated the prior plat as being vacated. The replat of Section 2 was approved by Council in September 2021, and filed of record with the County Clerk in January 2022. Thus, the City considers the previous Section 2 plat to be vacated. Norman Regional Hospital is in the process of selling one of its lots that was part of the original N.R.H. Medical Park West, Section 2 plat and is part of the recent replat of Section 2. The closing company has asked that an agreement between the City and NRH be formalized to affirm the vacation of the previous plat as a condition of closing.

DISCUSSION:

11 Okla. Stat. §42-106 provides a mechanism for vacation of plat by written agreement of the owners. Subject to the approval of the City, a plat can be vacated by agreement provided at least 60% of the owners of the lots in said plat and all owners in the area to be vacated join in the execution of a written instrument. NRH is the current owner of all of the lots in Section 2. Contract K-2122-108 complies with Section 42-106 and achieves a formal vacation of the previously filed plat by agreement.

RECOMMENDATION:

Staff recommends approval of Contract K-2122-108.

**VACATION OF PUBLIC EASEMENTS AND PRIVATE DRIVE EASEMENT DEDICATED BY
RECORDED PLAT BY AGREEMENT AND ACKNOWLEDGMENT OF OWNERS**

**VACATION OF PUBLIC EASEMENTS AND PRIVATE DRIVE EASEMENT DEDICATED BY
RECORDED PLAT BY AGREEMENT AND ACKNOWLEDGMENT** entered in this ____ day of February, 2022, by NORMAN REGIONAL HOSPITAL AUTHORITY, an Oklahoma public trust, the owner of sixty percent (60%) or greater of all of the lots located in Replat of N. R. H. Medical Park West, Section 2, and CITY OF NORMAN, OKLAHOMA, a municipal corporation, in which the platted land is located.

WHEREAS, on October 5, 2009 that certain Plat of N.R. H. Medical Park West, Section 2 was recorded in Book 22, Page 73 in the official records of Cleveland County, Oklahoma ("Original Plat"), which created certain easements in favor of the public and created the private drive easement shown as Healthplex Drive. City of Norman, Oklahoma. A copy of the Original Plat is attached hereto as Exhibit "A" and incorporated herein.

WHEREAS, on January 12, 2022 that certain Replat of N.R. H. Medical Park West, Section 2 was recorded in Book 25, Page 207 in the official records of Cleveland County, Oklahoma ("New Plat"). A copy of the New Plat is attached hereto as Exhibit "B" and incorporated herein.

WHEREAS, as required under 11 OK Stat §11-42-106 (2015), as of the date set forth above, NORMAN REGIONAL HOSPITAL AUTHORITY, an Oklahoma public trust is the owner of sixty percent (60%) or greater of the property under the Original Plat ("Owner").

WHEREAS, both the Owner and the City of Norman, Oklahoma, wish to release and vacate all of the public easements and the private drive easement shown as Healthplex Drive, created by the Original Plat and to fully release the Original Plat which was superseded by the New Plat.

THEREFORE, Owner is the present owner of all lots within the New Plat and does hereby vacate said Original Plat as it pertains to the public easements and the private drive easement shown as Healthplex Drive in its entirety and further disclaims any interest in and to the said easements depicted within the Original Plat.

NORMAN REGIONAL HOSPITAL AUTHORITY

By _____

Name: _____

Title: _____

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss

This instrument was acknowledged before me on the ____ day of _____, by _____.

NOTARY PUBLIC

My Commission Expires _____

Commission # _____

APPROVED by the City of Norman, Oklahoma

By _____

Name: _____

Title: _____

EXHIBIT A

21
STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
20 09 at 2:35:45pm
Book 22 Page 73-75
TAMMY HOWARD, County Clerk
By Camin Noyah Deputy

FINAL PLAT
N.R.H. MEDICAL PARK WEST SECTION 2
A PLANNED UNIT DEVELOPMENT
BEING A PORTION OF VACATED N.R.H. MEDICAL PARK WEST
AND A PART OF THE N.W. 1/4, SECTION 14, T9N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

LEGAL DESCRIPTION

A tract of land lying in the Northwest Quarter of Section 14, Township 9 North, Range 3 West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at the northwest corner of said Northwest Quarter;

THENCE North 89°14'50" East, along the north line of said Northwest Quarter, a distance of 796.96 feet to a point, said point being the northwest corner of the lands acquired for right-of-way purposes by the JUDGEMENT in Cleveland County District Court Case No. CJ-94-2060 recorded in Book 3084, Page 382;

THENCE Easterly and southerly, along the southerly right-of-way of Tecumseh Road and the westerly right-of-way line of Interstate Highway 35 as established by said JUDGEMENT, and the JUDGEMENT in Cleveland County District Court Case No. CJ-94-2059 recorded in Book 3071, Page 53, the following seven (7) courses:

1. South 00°45'10" East a distance of 33.00 feet,
2. South 69°26'50" East a distance of 322.01 feet,
3. North 89°14'50" East, parallel with and 150 foot south of the north line of the said Northwest Quarter, a distance of 255.61 feet to a point, said point being the intersection of the southerly right-of-way line of Tecumseh Road and the easterly right-of-way line of Norman Regional Parkway (now known as Healthplex Parkway) as established by the plat of N.R.H. MEDICAL PARK WEST, a Planned Unit Development, according to the plat thereof recorded in Book 20 of Plats, Page 80, Cleveland County Records, and the POINT OF BEGINNING of the herein described tract,
4. continuing North 89°14'50" East a distance of 594.39 feet,
5. South 48°22'29" East a distance of 73.66 feet,
6. South 00°15'04" East a distance of 270.00 feet,
7. South 11°42'01" East a distance of 1152.09 feet;

THENCE North 51°12'25" West a distance of 38.58 feet;

THENCE South 89°17'11" West a distance of 201.86 feet;

THENCE southwesterly along a non tangent curve to the left having a radius of 390.00 feet (said curve subtended by a chord which bears South 61°12'19" West a distance of 367.16 feet) for an arc distance of 382.29 feet;

THENCE South 33°07'26" West a distance of 59.70 feet;

THENCE southwesterly along a curve to the left having a radius of 200.00 feet (said curve subtended by a chord which bears South 31°05'09" West a distance of 14.23 feet) for an arc distance of 14.23 feet;

THENCE North 61°07'15" West a distance of 442.73 feet to the northeast corner of Lot 1, Block 1, PRINCE NO. 2 ADDITION to the City of Norman, according to the plat thereof recorded in Book 15 of Plats, Page 198, Cleveland County Records;

THENCE South 89°14'12" West, along the north line of said Lot 1, Block 1, a distance of 302.41 feet;

THENCE North 00°45'48" West a distance of 289.01 feet;

THENCE North 08°53'50" West a distance of 116.43 feet;

THENCE North 47°31'56" West a distance of 63.44 feet;

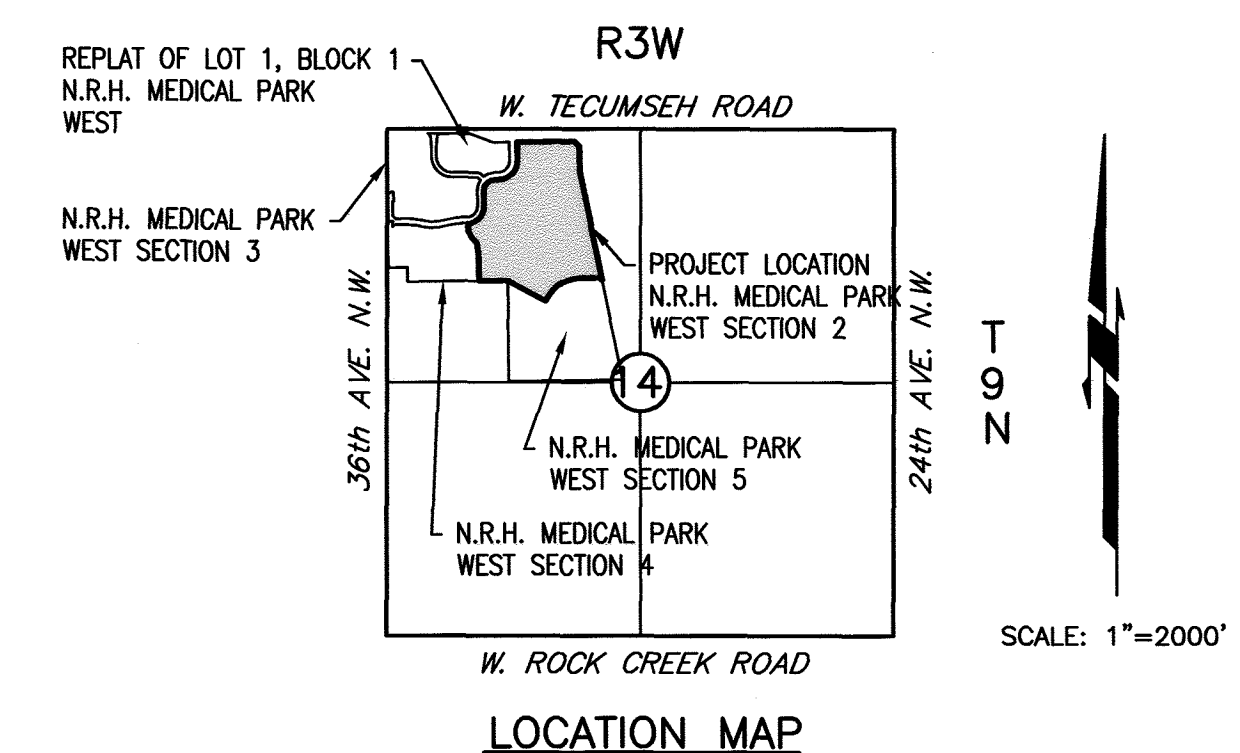
THENCE North 31°45'10" West a distance of 78.50 feet;

THENCE North 00°45'48" West a distance of 83.21 feet to a point on the southerly right-of-way line of Norman Regional Parkway (now known as Healthplex Parkway) as established by the said plat of N.R.H. MEDICAL PARK WEST;

THENCE Northerly and easterly, along said right-of-way line of Norman Regional Parkway (now known as Healthplex Parkway), the following six (6) courses:

1. Northeasterly along a non tangent curve to the left having a radius of 182.00 feet (said curve subtended by a chord which bears North 41°12'39" East a distance of 242.28 feet) for an arc distance of 265.10 feet,
2. North 00°31'02" West a distance of 154.14 feet,
3. Northeasterly along a non tangent curve to the right having a radius of 120.00 feet (said curve subtended by a chord which bears North 43°44'45" East a distance of 167.51 feet) for an arc distance of 185.41 feet,
4. North 88°00'32" East a distance of 50.57 feet,
5. Northeasterly along a non tangent curve to the left having a radius of 195.00 feet (said curve subtended by a chord which bears North 43°40'16" East a distance of 272.82 feet) for an arc distance of 302.15 feet,
6. North 00°43'08" West a distance of 193.58 feet to the POINT OF BEGINNING.

Said tract containing 1,553,303 square feet or 35.6589 acres more or less.



OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, NORMAN REGIONAL MEDICAL PARK WEST, L.L.C., an Oklahoma Limited Liability Company, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, a subdivision of a part of the N.W. 1/4, SECTION 14, T9N, R3W, of the Indian Meridian to Norman, Cleveland County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development. NORMAN REGIONAL MEDICAL PARK WEST, L.L.C., an Oklahoma Limited Liability Company, dedicates all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances as shown on the Bonded Abstracter's Certificate.

In Witness Whereof the undersigned have caused this instrument to be executed this 28th day of August, 2009.

NORMAN REGIONAL
MEDICAL PARK WEST, L.L.C.
David D. Whitaker
MANAGER

STATE OF OKLAHOMA s.s.
COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of August, 2009 personally appeared David Whitaker, as manager of NORMAN REGIONAL MEDICAL PARK WEST, L.L.C., 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 and deed of NORMAN REGIONAL MEDICAL PARK WEST, L.L.C., for the uses and purposed therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: 06/06/12
Commission Number: 00009485

Kelli Foster
NOTARY PUBLIC

BONDED ABSTRACTER'S CERTIFICATE

The undersigned, duly qualified abstracter in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, a subdivision of a part of the N.W. 1/4, SECTION 14, T9N, R3W, of the I.M., Norman, Cleveland County, Oklahoma appears to be vested in NORMAN REGIONAL MEDICAL PARK WEST, L.L.C., on this 24th day of August, 2009 unencumbered by pending actions, judgments, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Executed this 27th day of August, 2009.

Cleveland County Abstract Company
Mary Ann Nelson
Vice President

CERTIFICATE OF APPROVAL

I, Jim Cussaway, Chairman of the Planning Commission of the City of Norman, Oklahoma, hereby certify that the said Planning Commission approved the final plat of N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, to Norman, Oklahoma, this 11th day of June, 2009.

Jim E. Cussaway
CHAIRMAN

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Norman, Oklahoma that the dedications shown on the annexed plat of N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, to Norman, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Norman, Oklahoma this 28th day of JULY, 2009.

ATTEST: Brenda Hall
CITY CLERK BRENDA HALL

Cindy Rosethal
MAYOR CINDY ROSETHAL

CERTIFICATE OF CITY CLERK

I, Brenda Hall, City Clerk of the City of Norman, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmaturred installments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, to the City of Norman, Oklahoma.

Signed by the City Clerk on this 28th day of JULY, 2009.

Brenda Hall
CITY CLERK BRENDA HALL

COUNTY TREASURER'S CERTIFICATE

I, Saundra De Selms, hereby certify that I am the duly elected and acting County Treasurer of Cleveland County, State of Oklahoma that the tax records of said County show all taxes paid for the year 2008 and all prior years on the land shown on the annexed plat of N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, an addition to the City of Norman, Cleveland County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Norman, Oklahoma on this 4th day of September, 2009.

Saundra De Selms by Kelly Butts
COUNTY TREASURER deputy

REGISTERED LAND SURVEYOR

I, Glen W. Smith, do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and that the Final Plat of N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, an addition to the City of Norman, Oklahoma, consisting of two (2) sheets, represents a survey made under my supervision on the 25th day of August, 2009, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors, and that said Final Plat complies with the requirements of Title II SECTION 21-108 of the Oklahoma State Statutes.

SMITH ROBERTS BALDISCHWILER, LLC
100 N.E. 5th ST.
OKLAHOMA CITY, OK 73104
PH: (405) 840-7094

Glen W. Smith
Glen W. Smith, PROFESSIONAL SURVEYOR 993
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 3949 EXPIRES ~ JUNE 30, 2011

STATE OF OKLAHOMA s.s.
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this 25th day of August, 2009, personally appeared Glen W. Smith, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein. set forth.

Given under my hand and seal the day and year last above written.

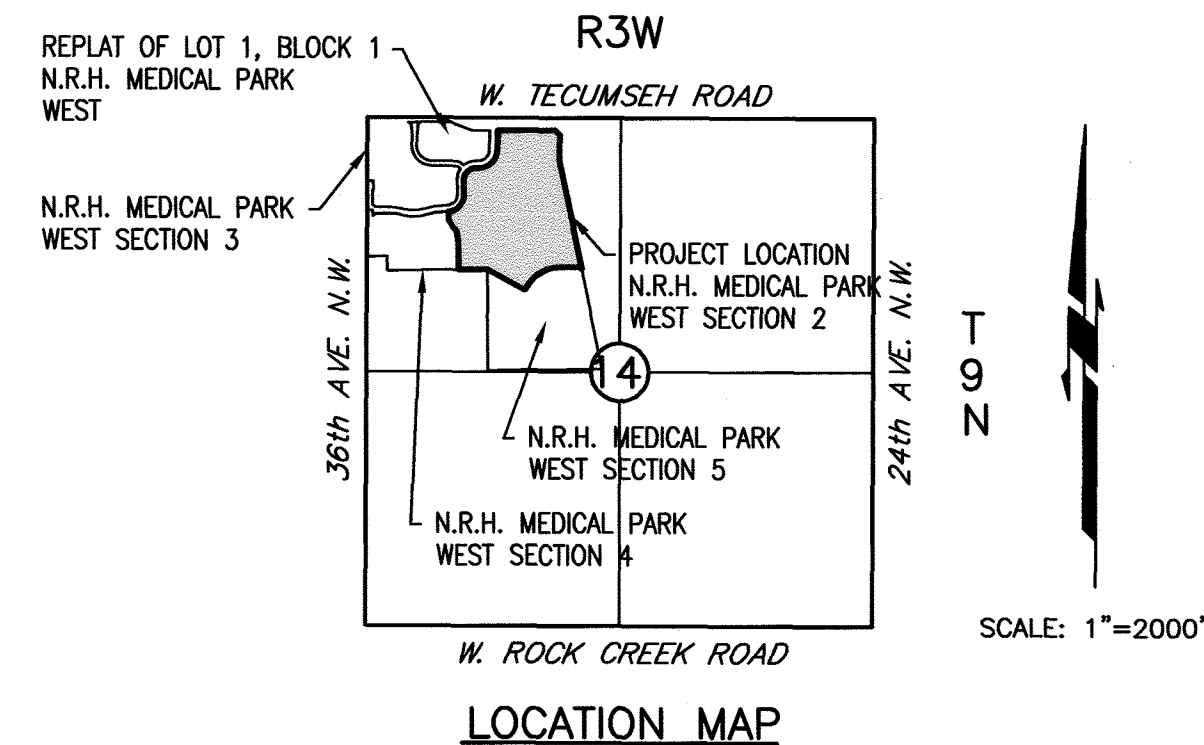
My Commission Expires: 3-1-12
Commission Number: 00003788

Sammy Lee
NOTARY PUBLIC

Date: AUGUST 25, 2009

SMC Consulting Engineers, P.C.
815 W. Main Street
Oklahoma City, OK 73106

FINAL PLAT
N.R.H. MEDICAL PARK WEST SECTION 2
A PLANNED UNIT DEVELOPMENT
BEING A PORTION OF VACATED N.R.H. MEDICAL PARK WEST
AND A PART OF THE N.W. 1/4, SECTION 14, T9N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



NOTES:

- ALL LANDSCAPE ISLANDS WILL BE MAINTAINED BY PROPERTY OWNER.
- COMMON AREAS, PRIVATE DRAINAGE EASEMENT AND LANDSCAPE ISLAND AREAS WILL BE OWNED AND MAINTAINED BY MANDATORY PROPERTY OWNERS' ASSOCIATION.
- STORM DRAINAGE DETENTION FACILITY EASEMENT: DRAINAGE DETENTION FACILITY EASEMENTS, EITHER ON-SITE OR OFF-SITE TO THIS PLAT, ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENTS SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER(S) IN THE REPLAT OF LOT 1 BLOCK 1 OF NRH MEDICAL PARK WEST, NRH MEDICAL PARK WEST SECTION 2, NRH MEDICAL PARK WEST SECTION 3, NRH MEDICAL PARK WEST SECTION 4, & NRH MEDICAL PARK WEST SECTION 5; HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.
- UNLESS NOTED OTHERWISE, THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.
- EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING INFORMATION ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED AS A PART OF THIS PLAT.
- THE RIGHTS-OF-WAY FOR MEDICAL PARK DRIVE AND NORMAN REGIONAL PARKWAY (NOW KNOWN AS HEALTHPLEX PARKWAY) WERE DEDICATED BY THE PLAT OF N.R.H. MEDICAL PARK WEST, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 20 OF PLATS, PAGE 80, CLEVELAND COUNTY RECORDS, AND ARE NOT A PART OF THIS PLAT.

SCALE: 1" = 100'

BENCH MARKS:
BM #2 CUT X IN PAVING CURVE PC CL NORMAN REGIONAL PARKWAY
AS NOTED IN GRAPHICS, ELEV.= 1184.91
BM #3 CUT X IN CL CONCRETE SIDEWALK, AS NOTED IN GRAPHICS
ELEV.= 1185.72

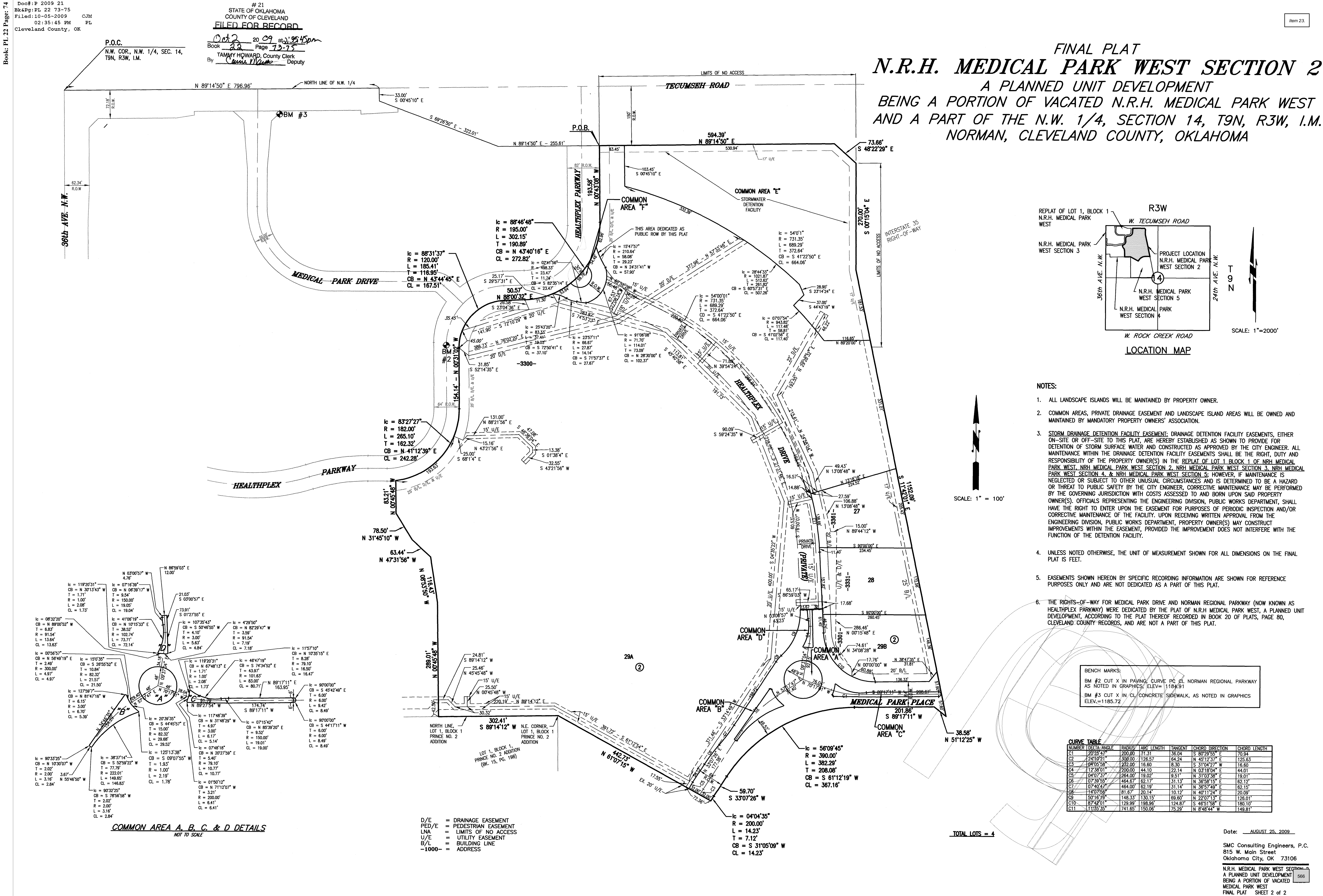
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	20°28'47"	200.00	71.31	36.04	S 80°29'55" E	70.94
C2	24°10'21"	300.00	126.57	64.24	N 45°12'37" E	125.63
C3	04°05'58"	232.00	16.80	8.30	S 31°04'27" W	16.60
C4	12°38'01"	200.00	44.10	22.14	N 03°18'04" E	44.01
C5	04°07'37"	264.00	19.02	9.51	N 31°03'38" E	19.01
C6	07°39'55"	464.67	62.17	31.13	N 36°58'15" E	62.12
C7	07°40'47"	464.00	62.19	31.14	N 36°57'49" E	62.15
C8	11°03'55"	81.67	20.14	10.12	N 40°11'24" E	20.09
C9	50°16'19"	148.33	130.15	69.60	N 22°07'13" E	126.01
C10	87°42'01"	129.99	198.96	124.87	S 46°51'58" E	180.10
C11	11°35'35"	741.65	150.06	75.29	N 8°48'44" W	149.81

TOTAL LOTS = 4

Date: AUGUST 25, 2009

SMC Consulting Engineers, P.C.
815 W. Main Street
Oklahoma City, OK 73106

N.R.H. MEDICAL PARK WEST SECTION 2
A PLANNED UNIT DEVELOPMENT
BEING A PORTION OF VACATED
MEDICAL PARK WEST
FINAL PLAT SHEET 2 of 2



P.O.C.
N.W. COR., N.W. 1/4, SEC. 14,
T9N, R3W, I.M.

Book 22 Page 73-75
TAMMY HOWARD, County Clerk
Cleveland County, OK

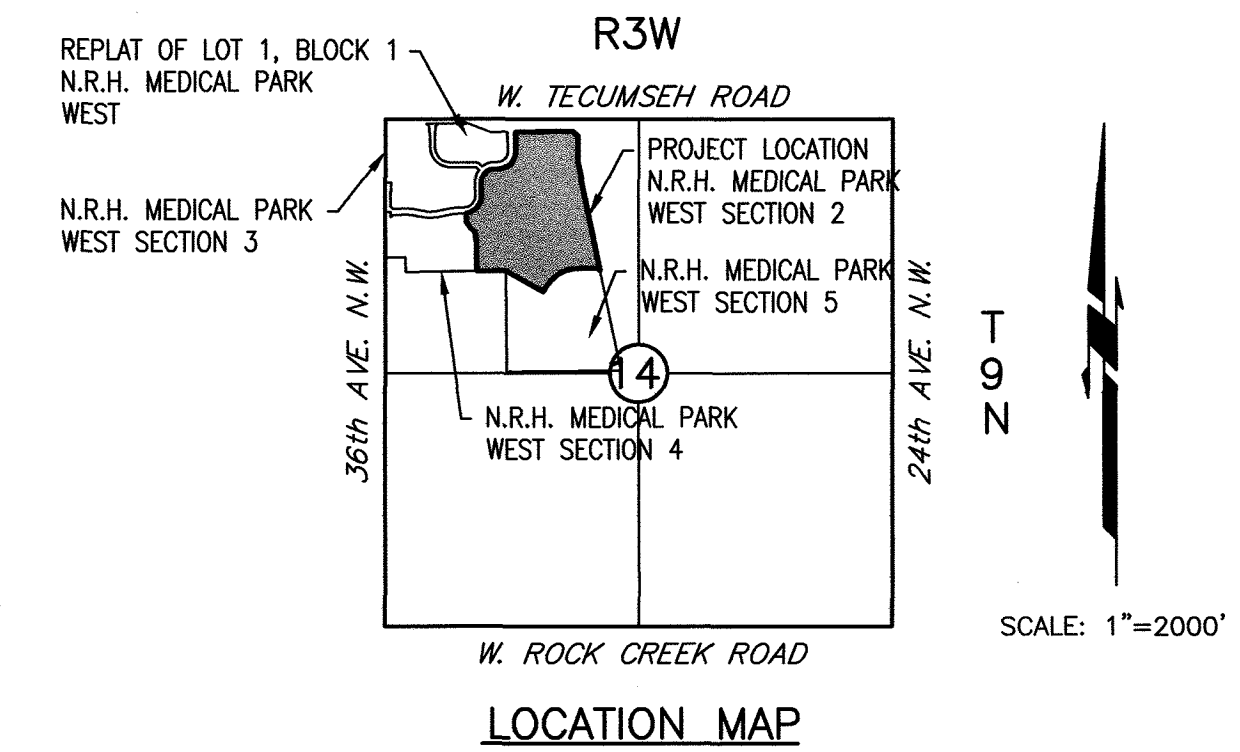
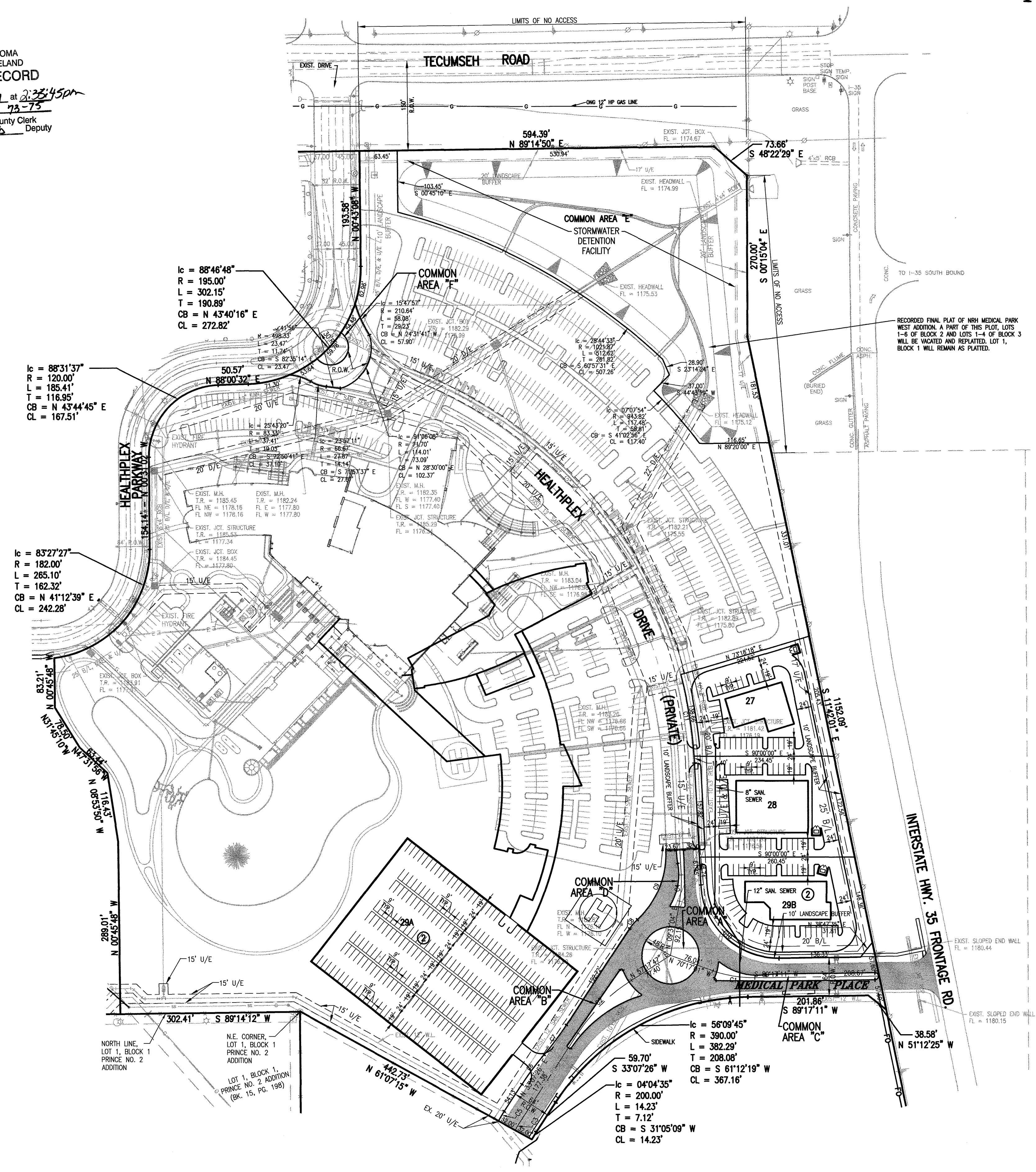
D/E = DRAINAGE EASEMENT
PED/E = PEDESTRIAN EASEMENT
LNA = LIMITS OF NO ACCESS
U/E = UTILITY EASEMENT
B/L = BUILDING LINE
-1000- = ADDRESS

COMMON AREA A, B, C, & D DETAILS
NOT TO SCALE

21
STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
20 09 at 2:35:45pm
Book 22 Page 73-75
TAMMY HOWARD, County Clerk
By *Cami Webb* Deputy

FINAL SITE DEVELOPMENT PLAN NRH MEDICAL PARK WEST SECTION 2

A PLANNED UNIT DEVELOPMENT
BEING A PORTION OF VACATED N.R.H. MEDICAL PARK WEST
AND A PART OF THE N.W. 1/4, SECTION 14, T9N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



NOTE:
THIS IS A CONCEPTUAL SITE PLAN.

CURVE TABLE						
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	20°25'47"	200.00	71.31	36.04	S 80°29'55" E	70.94
C2	24°10'21"	300.00	128.57	64.24	N 43°12'57" E	128.63
C3	04°05'58"	232.00	16.60	8.30	S 31°04'27" W	16.60
C4	12°38'01"	200.00	44.10	22.14	N 03°18'04" E	44.01
C5	04°07'37"	264.00	19.02	9.51	N 31°03'38" E	19.01
C6	07°39'55"	464.67	62.17	31.13	N 36°58'15" E	62.12
C7	07°40'47"	464.00	62.19	31.14	N 36°57'49" E	62.15
C8	14°07'56"	81.67	20.14	10.12	N 40°11'24" E	20.09
C9	50°18'19"	148.33	130.15	69.60	N 22°07'13" E	126.01
C10	87°42'01"	129.99	198.96	124.87	S 46°51'58" E	180.10
C11	11°35'35"	741.65	150.06	75.29	N 8°48'44" W	149.81

FINAL SITE DEVELOPMENT PLAN

NRH MEDICAL PARK WEST SECTION 2
P.U.D.

36TH AVE. N.W. & W. TECUMSEH AVE.
NORMAN, OKLAHOMA

SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859
CERTIFICATE OF AUTHORIZATION NO. CA 464 EXP 6/30/11

No. Revision

By

Date

1 CHECK PRINT

JR

5-29-09

2 PER CITY REVIEW COMMENTS

RWC

6-04-09

3 CHANGED STREET NAME TO HEALTHPLEX PARKWAY

D.G.

7-23-09

DATE: 5-11-09

SHEET NO.

DRAWN BY: JR

1 of 567

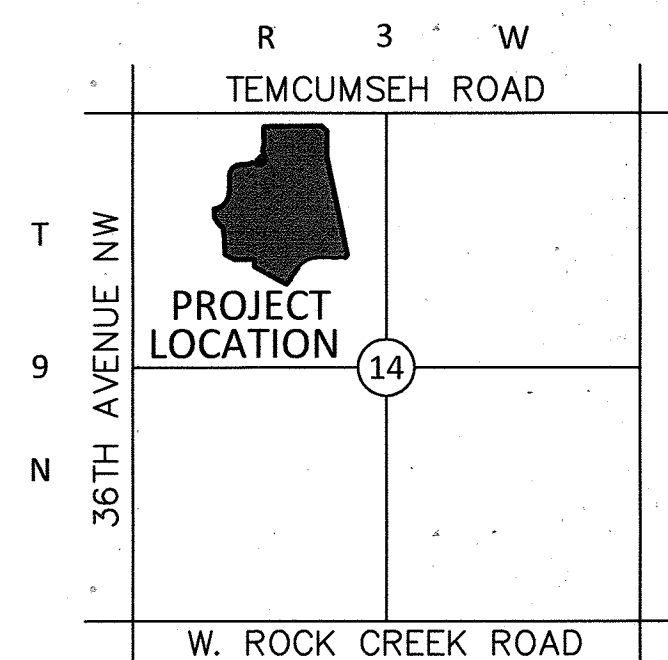
PROJECT NO.: 4967.02

ENGINEER: OLE M. MARCUSSEN, P.E. #16525

EXHIBIT B

FINAL PLAT
A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2
A PLANNED UNIT DEVELOPMENT
BEING A PORTION OF VACATED N.R.H. MEDICAL PARK WEST
AND A PART OF THE N.E. 1/4, SECTION 14, T9N, R3W I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

Doc # P2022-3 BT: P B: 25 P: 207 PL
 01/12/2022 02:23:58 PM Pages: 5
 Cleveland County Clerk, OK - Tammy Belinson
 Fee: \$ 35.00



LOCATION MAP
 1" = 2000'

LEGAL DESCRIPTION

Lots Twenty-seven (27), Twenty-eight (28), Twenty-nine B (29B), Twenty-nine A (29A), Common Areas "A", "B", "C", "D", "E" and "F", Block Two (2) and the right of way for Medical Park Place all as contained on the plat of N.R.H. MEDICAL PARK WEST SECTION 2, a Planned Unit Development being a portion of vacated N.R.H. Medical Park West, recorded in Book 22 of Plats, Page 73 and Lot Twenty-nine D (29D), LOT LINE ADJUSTMENT NO. 1532 (Formerly part of Lot 29A) recorded in Book 5456, Page 543 and a part of the Northwest Quarter (NW/4) of Section 14, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma.

Said described tract of land contains an area of 1,528,173 square feet or 35.0820 acres, more or less.

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

KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned, NORMAN REGIONAL HOSPITAL AUTHORITY, an Oklahoma public trust, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, a subdivision of a part of the Northwest Quarter of Section 14, T. 9 N., R. 3 W., of the Indian Meridian to Norman, Cleveland County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development. NORMAN REGIONAL HOSPITAL AUTHORITY, an Oklahoma public trust, dedicates all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances except as shown on the Bonded Abstractor's Certificate. Healthplex Drive as shown on this plat is a private drive with public access to all emergency vehicles.

In Witness Whereof the undersigned have caused this instrument to be executed this 12th day of November, 2021.

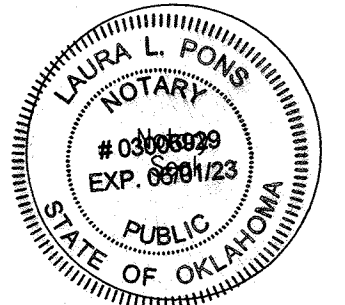
NORMAN REGIONAL
 HOSPITAL AUTHORITY
Richie L. Spitt
 Richie L. Spitt, Manager

STATE OF OKLAHOMA s.s.
COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State, on this 12th day of November, 2021 personally appeared Richie L. Spitt as manager of NORMAN REGIONAL HOSPITAL AUTHORITY, an Oklahoma public trust, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of NORMAN REGIONAL HOSPITAL AUTHORITY, an Oklahoma public trust, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
 My Commission Expires:

Laura L. Pons
 NOTARY PUBLIC



BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, duly qualified abstractor in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, a subdivision of a part of the Northwest Quarter of Section 14, T. 9 N., R. 3 W., of the I.M. to Norman, Cleveland County, Oklahoma appears to be vested in NORMAN REGIONAL HOSPITAL AUTHORITY, on this 4th day of November, 2021 unencumbered by pending actions, judgments, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Executed this 16th day of November, 2021.

Cleveland County Abstract & Title Company, LLC

Charles Francis
 Vice-President



CERTIFICATE OF CITY OF NORMAN DEVELOPMENT COMMITTEE

I, SHAWN O'LEARY, Chairman of the City of Norman Development Committee certify that the public improvement plans and annexed plat of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, comply with the standards and specifications of the City of Norman on this 30th day of September, 2021.

Shawn O'Leary
 Development Committee Chairman



ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Norman, Oklahoma that the dedications shown on the annexed plat of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, to Norman, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Norman, Oklahoma this 12th day of OCTOBER, 2021.

ATTEST: *Brenda Hall*
 CITY CLERK, BRENDA HALL

S. T. Holman
 MAYOR, PRO-TEM - S. T. Holman

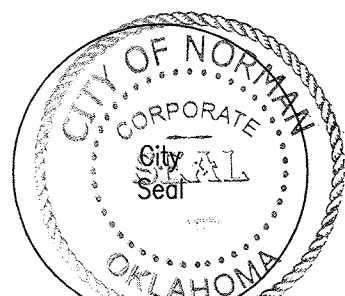


CERTIFICATE OF CITY CLERK

I, Brenda Hall, City Clerk of the City of Norman, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatred installments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, to the City of Norman, Oklahoma.

Signed by the City Clerk on this 12th day of OCTOBER, 2021.

Brenda Hall
 CITY CLERK, Brenda Hall

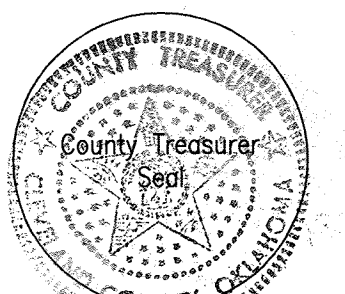


COUNTY TREASURER'S CERTIFICATE

I, Jim Reynolds, hereby certify that I am the duly elected and acting County Treasurer of Cleveland County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 2021 and all prior years on the land shown on the annexed plat of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, an addition to the City of Norman, Cleveland County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes. In witness whereof, said County Treasurer has caused this instrument to be executed at Norman, Oklahoma on this 12 day of January, 2022.

COUNTY TREASURER, Jim Reynolds

Jim Reynolds



LICENSED PROFESSIONAL LAND SURVEYOR CERTIFICATE

I, Randall A. Mansfield, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Oklahoma, and that the annexed plat of A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2, a planned unit development, an addition to the City of Norman, Oklahoma, consisting of four (4) sheets, represents a survey made under my supervision on the 11th day of November, 2021, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

DODSON-THOMPSON-MANSFIELD, PLLC
 20 NE 38th Street
 Oklahoma City, OK 73105
 PH: (405) 601-7402

Randall A. Mansfield
 Randall A. Mansfield, Licensed Professional Land Surveyor No. 1613
 Oklahoma Certificate of Authorization No. 6391
 (LS) Expires June 30, 2022

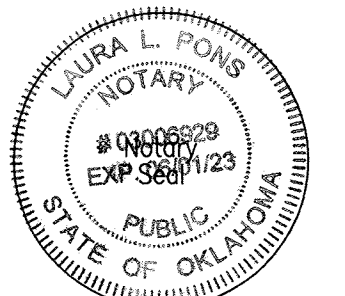
STATE OF OKLAHOMA s.s.
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this 11th day of November 2021, personally appeared Randall A. Mansfield to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: 6-1-2023

Laura L. Pons
 NOTARY PUBLIC



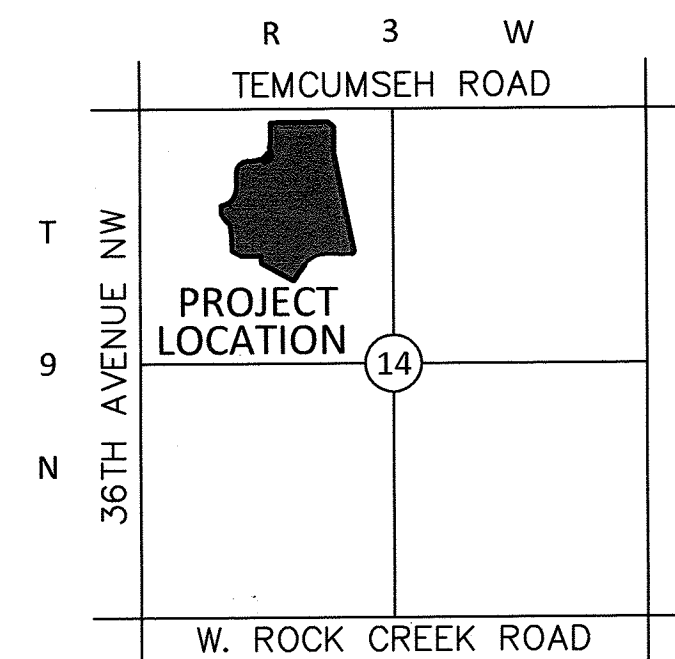
Date: November 9, 2021
 SMC Consulting Engineers, P.C.
 815 W. Main Street
 Oklahoma City, OK 73106
 Ph: (405) 232-7715
 Oklahoma CA#464 Exp. 6/30/2023

A REPLAT OF N.R.H. MEDICAL PARK WEST
 SECTION 2
 A PLANNED UNIT DEVELOPMENT
 BEING A PORTION OF VACATED N.R.H. MEDICAL
 PARK WEST
 FINAL PLAT SHEET 1 OF 4

Doc # P2022-3 BT: P.B. 25 P. 207 PL
01/12/2022 02:23:58
Cleveland County Clerk, OK - Tanny Belinson
Page: 5
Fee: \$ 36.00

FINAL PLAT A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2

A PLANNED UNIT DEVELOPMENT
BEING A PORTION OF VACATED N.R.H. MEDICAL PARK WEST
AND A PART OF THE N.E. 1/4, SECTION 14, T9N, R3W I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP
1" = 2000'

STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION IN THE REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2. HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

NOTES:

- ALL IMPROVEMENTS WITHIN UTILITY EASEMENTS MAY BE REMOVED BY THE CITY TO PERFORM MAINTENANCE, AND REPLACEMENT OF SUCH IMPROVEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
- ALL ISLANDS AND/OR MEDIANS WITHIN RIGHTS-OF-WAY AND ALL COMMON AREAS WITHIN THIS DEVELOPMENT WILL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION.
- COMMON AREAS AND PRIVATE DRAINAGE EASEMENTS WILL BE OWNED AND MAINTAINED BY MANDATORY PROPERTY OWNERS' ASSOCIATION.
- UNLESS NOTED OTHERWISE, THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.
- EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING INFORMATION ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED PURSUANT TO THIS FINAL PLAT.
- THE RIGHTS-OF-WAY FOR MEDICAL PARK DRIVE AND NORMAN REGIONAL PARKWAY (NOW KNOWN AS HEALTHPLEX PARKWAY) WERE DEDICATED BY THE PLAT OF N.R.H. MEDICAL PARK WEST, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 20 OF PLATS, PAGE 80, CLEVELAND COUNTY RECORDS, AND ARE NOT A PART OF THIS PLAT.
- HEALTHPLEX DRIVE IS A PRIVATE DRIVE EASEMENT AND WILL BE MAINTAINED BY THE OWNERS OF THE PROPERTY.

SCALE: 1" = 100'

TOTAL LOTS = 1

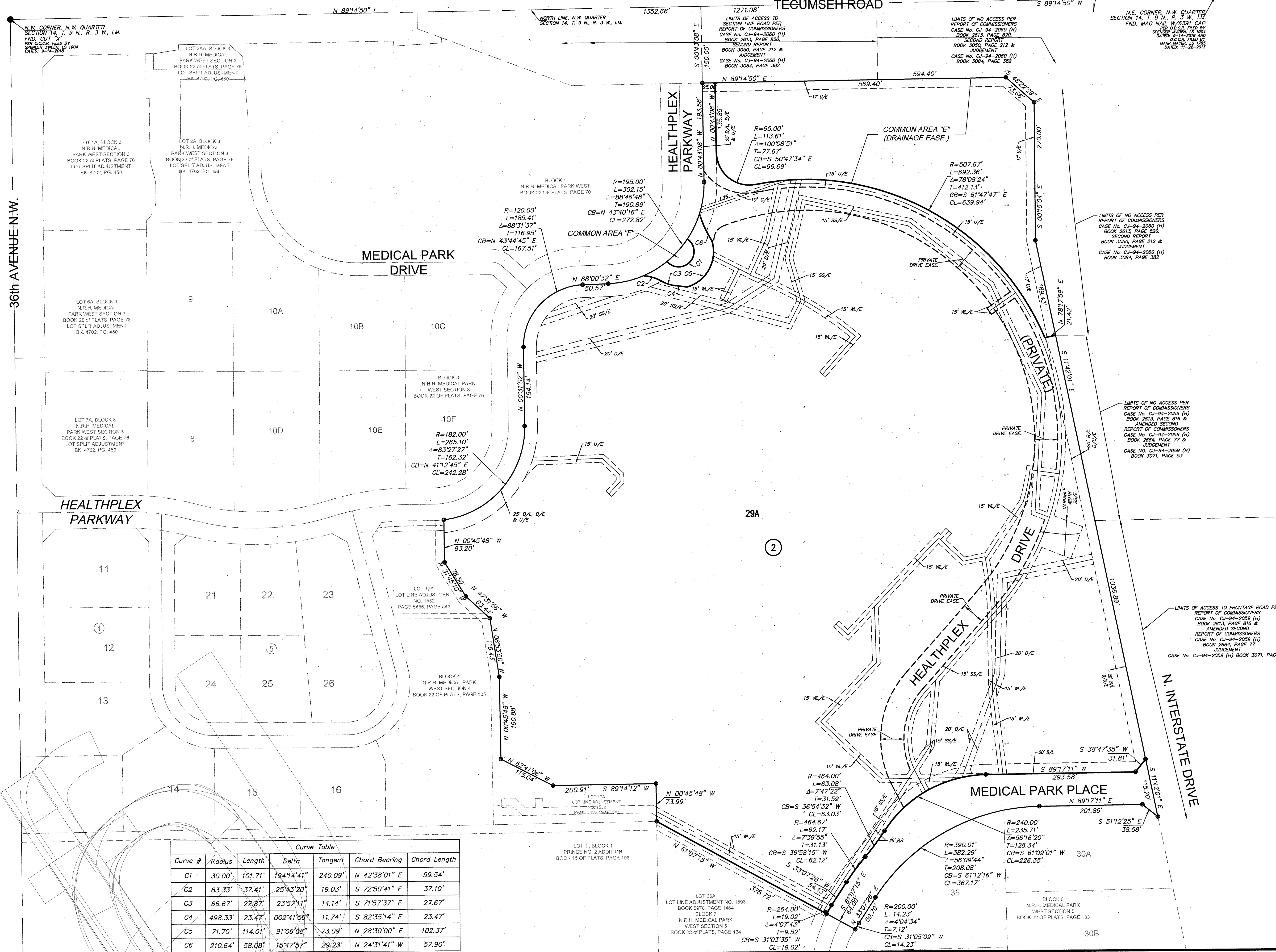
THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) USING NORTH 89°14'50" EAST AS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN AND AS SHOWN ON THE PLAT OF N.R.H. MEDICAL PARK WEST SECTION 2 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

UNLESS OTHERWISE STATED ALL PROPERTY CORNERS ARE 1/2" IRON PINS WITH CA6391 CAPS OR MAG NAILS WITH CA6391 TAGS.

D/U/E = DRAINAGE & UTILITY EASEMENT
SS/E = SANITARY SEWER EASEMENT
D/E = DRAINAGE EASEMENT
PED/E = PEDESTRIAN EASEMENT
LNA = LIMITS OF NO ACCESS
U/E = UTILITY EASEMENT
WL/E = PUBLIC WATER LINE EASEMENT
B/L = BUILDING LINE
G/E = GAS EASEMENT
-1000- = ADDRESS

Date: November 9, 2021
SMC Consulting Engineers, P.C.
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Ph: (405) 232-7715
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A REPLAT OF N.R.H. MEDICAL PARK WEST
SECTION 2
A PLANNED UNIT DEVELOPMENT
BEING A PORTION OF VACATED N.R.H. MEDICAL
PARK WEST
FINAL PLAT SHEET 2 OF 4



Curve Table						
Curve #	Radius	Length	Delta	Tangent	Chord Bearing	Chord Length
C1	30.00'	101.71'	194°14'41"	240.09'	N 42°38'01" E	59.54'
C2	83.33'	37.41'	25°43'20"	19.03'	S 72°50'41" E	37.10'
C3	66.67'	27.87'	23°57'11"	14.14'	S 71°57'37" E	27.67'
C4	498.33'	23.47'	002°41'56"	11.74'	S 82°35'14" E	23.47'
C5	71.70'	114.01'	91°06'08"	73.09'	N 28°30'00" E	102.37'
C6	210.64'	58.08'	15°47'57"	28.23'	N 24°31'41" W	57.90'

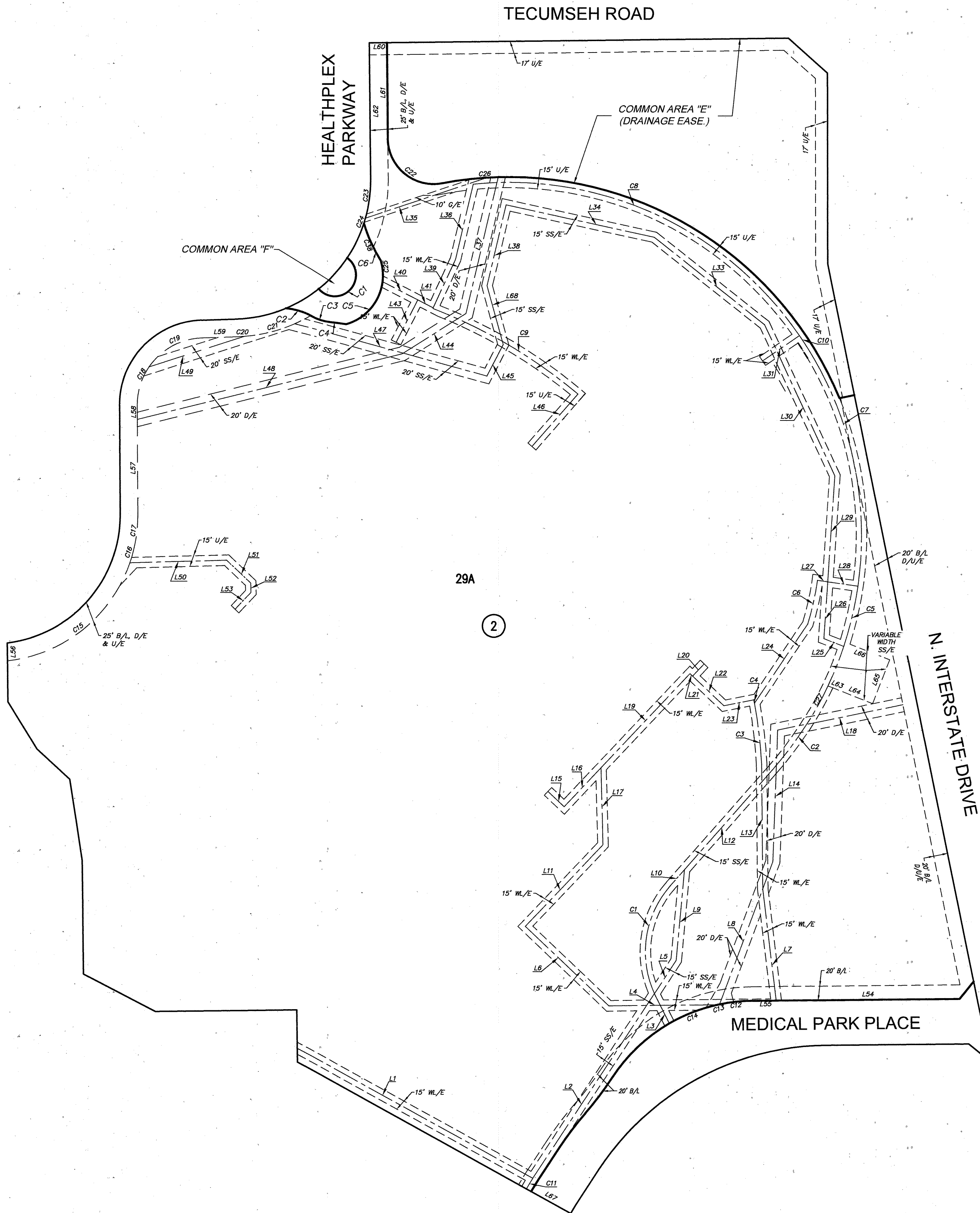
Doc # P2022-3 BT: P.B. 25 P. 207 PL
01/12/2022 02:23:58 PM Pages: 5
Cleveland County Clerk, OK - Tanny Balinson
Fee \$ 35.00



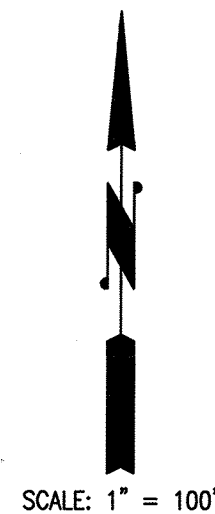
A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2

A PLANNED UNIT DEVELOPMENT
BEING A PORTION OF VACATED N.R.H. MEDICAL PARK WEST
AND A PART OF THE N.E. 1/4, SECTION 14, T9N, R3W I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

Utility Easements Line Table		
Line #	Direction	Length
L1	N 61°12'54" W	381.39
L2	N 33°14'49" E	313.22
L3	S 27°10'00" E	47.22
L4	S 89°17'11" W	154.94
L5	N 33°14'49" E	56.36
L6	N 46°28'31" W	163.49
L7	N 07°03'13" W	158.79
L8	N 20°20'43" E	215.69
L9	N 05°01'00" E	129.25
L10	N 41°16'34" E	30.25
L11	N 43°31'29" E	159.24
L12	N 41°16'34" E	189.34
L13	S 00°41'38" E	177.40
L14	S 01°52'46" W	186.52
L15	S 46°39'34" E	31.50
L16	N 43°20'26" E	75.94
L17	N 01°39'34" W	109.19
L18	N 78°17'59" E	180.92
L19	N 43°20'26" E	183.55
L20	N 46°39'34" W	5.00
L21	N 43°20'26" E	23.66
L22	N 46°39'34" W	61.04
L23	N 78°42'49" E	43.55
L24	N 33°42'49" E	134.70
L25	N 68°47'44" W	30.22
L26	N 03°38'44" E	80.56
L27	S 81°57'19" E	14.58
L28	S 81°57'19" E	43.26
L29	N 03°38'44" E	150.65
L30	N 25°04'21" W	235.02
L31	S 29°16'34" E	17.50
L33	S 51°50'10" E	200.00
L34	N 77°49'08" W	214.99
L35	S 71°26'51" W	181.05
L36	N 13°07'14" E	109.70
L37	N 13°07'14" E	198.06
L38	N 13°07'15" E	117.46
L39	S 24°35'13" W	75.22
L40	S 62°51'42" E	56.47
L41	S 62°51'42" E	24.48
L42	S 24°35'13" W	0.95
L43	N 27°08'18" E	67.50
L44	N 57°33'46" E	106.79
L45	N 27°03'14" E	49.94
L46	N 41°08'54" E	98.78
L47	N 74°53'23" W	282.27
L48	N 76°02'20" E	388.73
L49	S 72°10'29" W	141.90
L50	N 88°21'56" E	137.38
L51	N 46°38'04" W	47.08
L52	N 01°38'04" W	13.38
L53	S 43°21'56" W	32.55
L54	N 89°17'11" E	259.64
L55	S 89°17'11" W	33.94
L56	N 00°45'48" W	25.14
L57	N 00°31'02" W	134.42
L58	N 00°31'02" W	19.73
L59	N 88°00'32" E	50.57
L60	N 89°16'53" E	25.00
L61	S 00°43'08" E	135.85
L62	N 00°43'08" W	193.58
L63	N 68°30'28" W	7.51
L64	N 68°30'28" W	60.43
L65	S 21°12'16" W	86.88
L66	S 68°47'44" E	60.45
L67	S 61°07'54" E	71.50
L68	N 15°29'51" W	86.46



Utility Easements Curve Table					
Curve #	Radius	Length	Delta	Tangent	Chord Bearing
C1	141.83'	163.56'	66°04'24"	92.23'	S 81°4'39" W
C2	500.17'	202.45'	23°11'27"	102.63'	N 29°40'50" E
C3	735.16'	86.63'	06°45'06"	43.36'	N 6°49'52" W
C4	735.16'	5.08'	00°23'45"	2.54'	N 10°24'17" W
C5	500.17'	87.65'	10°02'26"	43.94'	N 13°03'54" E
C6	442.33'	64.00'	08°17'22"	32.05'	N 12°11'22" E
C7	500.17'	331.45'	37°58'07"	172.07'	N 10°56'23" W
C8	500.17'	576.16'	66°00'03"	324.82'	N 62°55'27" W
C9	731.33'	239.49'	18°45'46"	120.83'	N 59°40'27" W
C10	500.17'	41.00'	04°41'47"	20.51'	N 32°16'19" W
C11	271.50'	17.47'	03°41'09"	8.74'	S 30°50'34" W
C12	240.00'	46.69'	11°08'51"	23.42'	S 83°42'46" W
C13	240.00'	2.38'	00°34'06"	1.19'	S 77°51'17" W
C14	240.00'	74.01'	17°40'04"	37.30'	S 68°44'12" W
C15	207.00'	234.55'	64°55'17"	131.67'	N 51°14'31" E
C16	207.00'	19.33'	05°20'57"	9.67'	N 16°06'24" E
C17	207.00'	50.40'	13°56'58"	25.32'	N 6°27'27" E
C18	95.00'	58.04'	35°00'25"	29.96'	S 16°59'11" W
C19	95.00'	88.74'	53°31'08"	47.90'	S 61°14'57" W
C20	220.00'	9.56'	02°29'24"	4.78'	N 86°48'58" E
C21	220.00'	73.97'	19°15'50"	37.34'	N 75°56'21" E
C22	65.00'	113.61'	100°08'51"	77.67'	S 50°47'34" E
C23	195.00'	55.17'	16°12'37"	27.77'	N 72°31'11" E
C24	195.00'	7.79'	02°17'19"	3.89'	N 16°38'09" E
C25	71.70'	30.02'	23°59'31"	15.24'	N 5°03'18" W
C26	507.67'	79.87'	09°00'51"	40.02'	S 83°38'26" W
C27	500.17'	142.19'	16°17'17"	71.58'	N 33°07'55" E
C38	210.64'	58.08'	15°47'57"	29.23'	S 24°31'41" E



Date: November 9, 2021
SMC Consulting Engineers, P.C.
815 W. Main Street
Oklahoma City, OK 73106
Ph.: (405)232-7715
Oklahoma CA#464 Exp. 6/30/2023

A REPLAT OF N.R.H. MEDICAL PARK WEST
SECTION 2
A PLANNED UNIT DEVELOPMENT
BEING A PORTION OF VACATED N.R.H. MEDICAL
PARK WEST
FINAL PLAT SHEET 3 OF 4

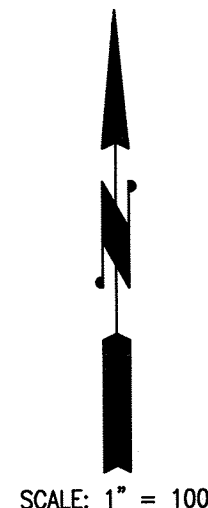
Doc # P2022-3 BT: P.B: 25 P: 207 PL
01/12/2022 02:23:58 PM Pages: 5
Cleveland County Clerk, OK - Tammy Belinson
Feb 8, 2022



FINAL PLAT
A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2
A PLANNED UNIT DEVELOPMENT
BEING A PORTION OF VACATED N.R.H. MEDICAL PARK WEST
AND A PART OF THE N.E. 1/4, SECTION 14, T9N, R3W I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

Healthplex Drive Line Table		
Line #	Direction	Length
L68	N 00°43'08" W	171.88
L69	S 57°34'20" W	4.68
L70	N 41°16'34" E	219.59
L71	S 41°16'34" W	219.57
L72	S 89°17'11" W	293.58
L73	S 38°47'35" W	31.81

Healthplex Drive Curve Table					
Curve #	Radius	Length	Delta	Tangent	Chord Bearing Chord Length
C28	195.00'	62.96'	18°29'56"	31.76'	N 8°31'50" E 62.69'
C29	29.33'	34.43'	67°16'29"	19.51'	S 35°26'52" W 32.49'
C30	99.33'	116.62'	67°16'01"	66.08'	S 67°34'40" E 110.03'
C31	447.33'	1188.23'	152°11'34"	1807.09'	N 34°49'13" W 868.45'
C32	492.67'	1225.21'	142°29'14"	1450.83'	N 29°58'03" W 933.01'
C33	194.67'	232.56'	68°26'52"	132.42'	S 70°3'25" W 218.98'
C34	149.33'	178.40'	68°26'52"	101.58'	S 70°3'25" W 167.97'
C35	240.00'	46.14'	11°00'58"	23.14'	S 52°36'01" W 46.07'
C36	240.00'	130.60'	31°10'41"	66.96'	S 73°41'50" W 128.99'
C37	210.64'	58.08'	15°47'57"	29.23'	S 24°31'41" E 57.90'

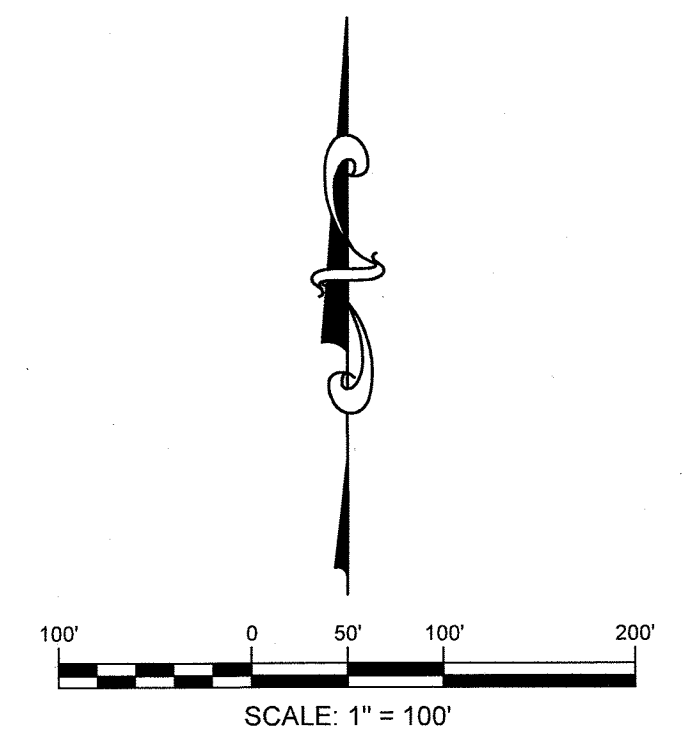
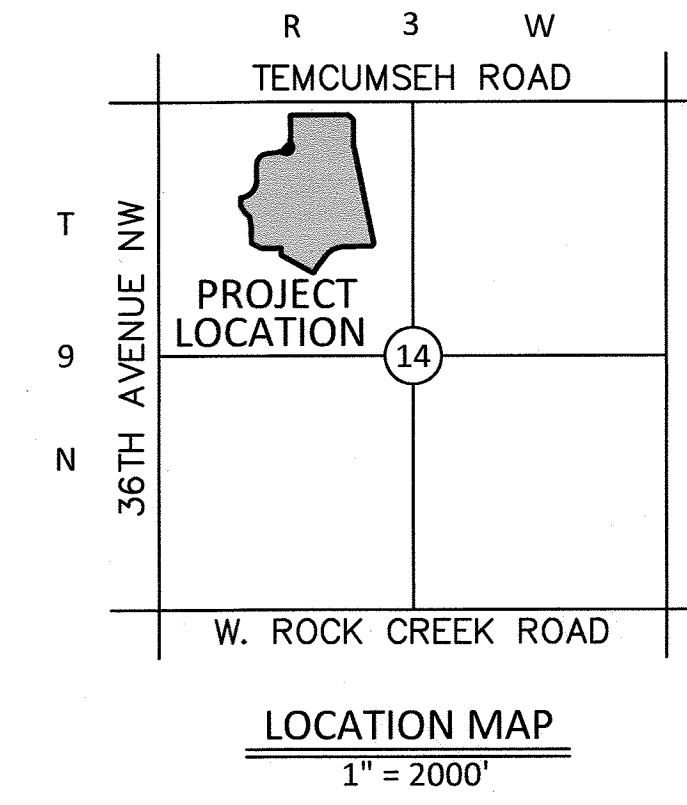
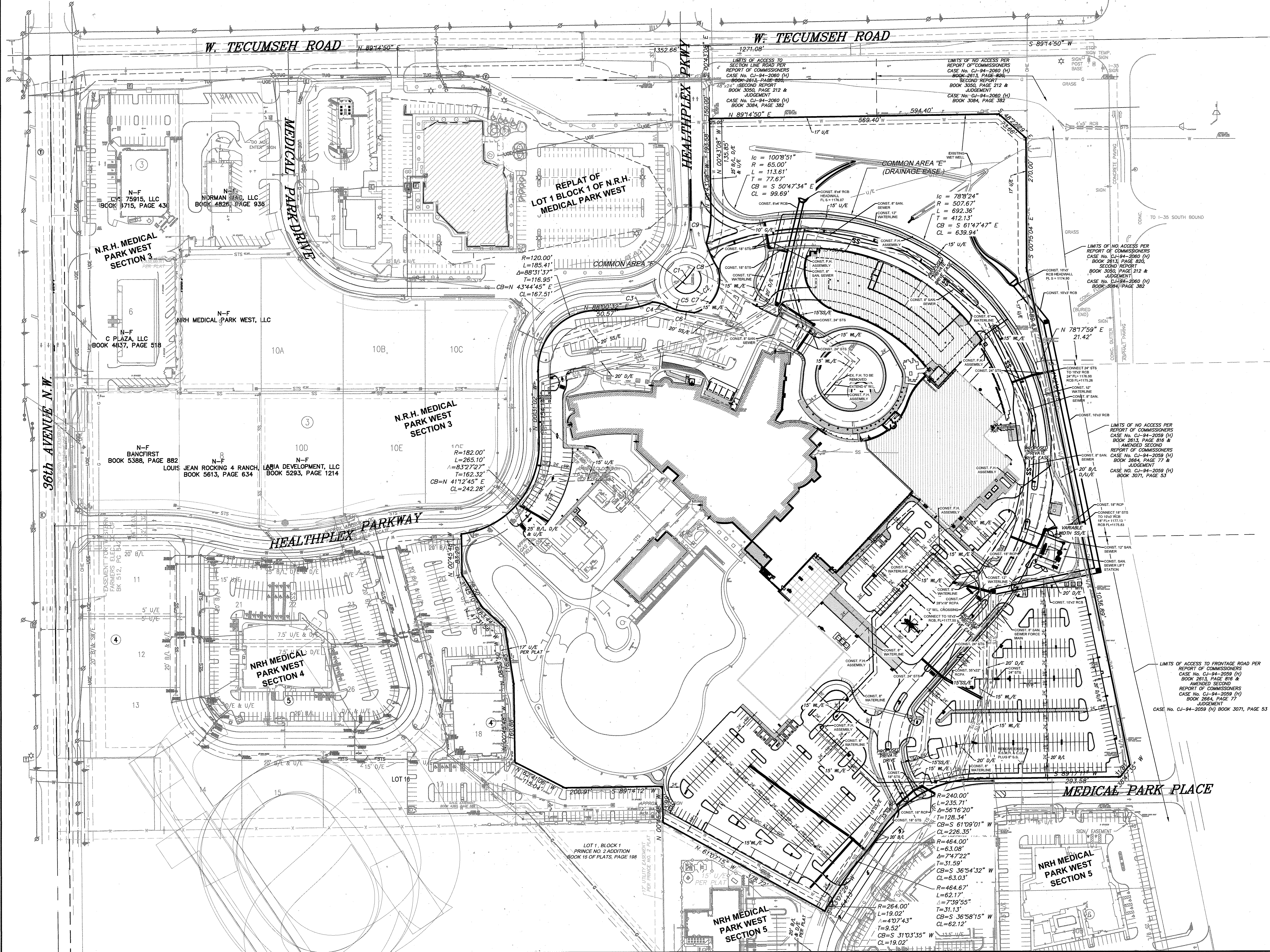


Date: November 9, 2021
SMC Consulting Engineers, P.C.
815 W. Main Street
Oklahoma City, OK 73106
Ph.: (405)232-7715
Oklahoma CA#464 Exp. 6/30/2023

A REPLAT OF N.R.H. MEDICAL PARK WEST
SECTION 2
A PLANNED UNIT DEVELOPMENT
BEING A PORTION OF VACATED N.R.H. MEDICAL
PARK WEST
FINAL PLAT SHEET 4 OF 4



FINAL SITE DEVELOPMENT PLAN
A REPLAT OF NRH MEDICAL PARK WEST SECTION 2
A PLANNED UNIT DEVELOPMENT
A PART OF THE N.W./4, SEC. 14, T9N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



Curve Table					
Curve #	Radius	Length	Delta	Tangent	Chord Bearing
C1	195.00'	59.78'	01°33'53"	30.13'	N 42°34'08" E 58.55'
C2	30.00'	101.71'	194°14'41"	240.09'	N 42°38'01" E 58.54'
C3	195.00'	71.30'	20°56'59"	36.05'	N 77°35'10" E 70.80'
C4	83.33'	37.41'	25°43'20"	18.03'	S 72°50'41" E 37.10'
C5	66.67'	27.87'	23°57'11"	14.14'	S 71°57'37" E 27.67'
C6	498.33'	23.47'	002°41'56"	11.74'	S 82°35'14" E 23.47'
C7	71.70'	114.01'	91°06'08"	73.09'	N 28°30'00" E 102.37'
C8	210.64'	58.08'	15°47'57"	28.23'	N 24°31'41" W 57.90'
C9	195.00'	62.88'	18°29'56"	31.78'	N 08°31'50" E 62.88'

NOT VALID FOR CONSTRUCTION

UNLESS SIGNED IN THIS BLOCK

A REPLAT OF N.R.H. MEDICAL PARK WEST SECTION 2
TECUMSEH ROAD & HEALTHPLEX PARKWAY
NORMAN, OKLAHOMA

SMC Consulting Engineers, P.C.
1000 N. 10th St., Suite 100
Norman, OK 73061
Phone: 405-232-7715 Fax: 405-232-7858
Website: www.smccoe.com
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 444 EXP. 6/30/2023

PROJECT NO.: 6362.00
DATE: AUGUST 20, 2021
SCALE: 1" = 100'
DRAWN BY: RWC
ENGINEER: TERENCE L. HAYNES
P.E. NUMBER: 18820

FINAL SITE DEVELOPMENT PLAN
SHEET NO. 1

File Attachments for Item:

24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A COURT ORDER: CITY ATTORNEY'S RECOMMENDATION IN THE AMOUNT OF \$17,600 REGARDING SEAN LANDRUM VS. THE CITY OF NORMAN, OKLAHOMA WORKERS' COMPENSATION COMMISSION CASE NO. 2019-05618L.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/22/2022

REQUESTER: Jeanne Snider

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A COURT ORDER: CITY ATTORNEY'S RECOMMENDATION IN THE AMOUNT OF \$17,600 REGARDING SEAN LANDRUM VS. THE CITY OF NORMAN, OKLAHOMA WORKERS' COMPENSATION COMMISSION CASE NO. 2019-05618L.

BACKGROUND:

Sean Landrum is a former Utility Distribution Worker II for the City of Norman's Water Line Maintenance Division of the Utilities Department. Mr. Landrum filed Oklahoma Workers Compensation Commission Case No. 2019-05618L on September 4, 2019 alleging a single event injury to the head, headaches, face, jaw, teeth, tongue, neck, and right shoulder when a saw bound up and jerked back striking him in the face on July 26, 2019. The City admitted the claim. The case proceeded through the normal litigation process. A trial was held February 1, 2022. On February 7, 2022, the Court awarded Mr. Landrum 5 percent Permanent Partial Disability regarding the Teeth (Dental) for \$6,300 and 5 percent Permanent Partial Disability regarding the Face/Jaw for \$6,300 to be paid at a weekly rate of \$350 commencing February 12, 2021, until the entire award is paid in full. In addition, the Court awarded Mr. Landrum \$5,000 for disfigurement to the Chin/neck to be paid to as a lump sum as well as granted continuing medical maintenance for repair or replacement of medical devices relating to Claimant's jaw or teeth. It is recommended that the City comply with this Order.

DISCUSSION:

Mr. Landrum was hired May 30, 2017 as a Maintenance Worker I, reclassified July 1, 2018 to Utility Distribution and May 13, 2019, and promoted May 13, 2019 to Utility Distribution Worker II. He separated from employment on April 30, 2021.

Mr. Landrum was examined at Norman Regional Healthplex Emergency Room the day of his injury and underwent oral surgery to his lower jaw with a synthetic bone graft, extractions of teeth twenty-three and twenty-four with closure of facial and oral lacerations. He was discharged from the hospital the following day. He followed up postoperatively with his oral surgeon, Dr. Miller, and then underwent removal of the four intermaxillary fixation screws on September 6, 2019 and implants on March 2, 2020. Mr. Landrum was then referred a cosmetic dentist, Dr. McCaskill, for restorative dental work and a bridge over his lower front teeth which was placed on

February 12, 2021.

Issues for Trial. The issues tried on February 1, 2022, before the Oklahoma Workers' Compensation Commission were the extent of permanent partial disability benefits and continuing medical maintenance. Permanent partial disability is a factual determination made by the Workers' Compensation Commission Trial Judge based on doctors' opinions and medical records regarding the extent of permanent partial impairment.

Evaluations. On May 24, 2021, Mr. Landrum was rated by Dr. Lance Rosson. Dr. Rosson reported that Mr. Landrum had reached his maximum medical improvement and opined 10% (\$12,600) permanent partial impairment to the whole person regarding the facial/jaw injury, 10% (\$12,600) permanent partial impairment to the whole person regarding dental injuries and resulting dysfunction of mastication, and disfigurement. He also opined continuing medical benefits in the nature of prescriptions and medications on an as needed basis as well as other treatment that his treating physicians or further selected physicians might deem necessary with respect to this job-related injury. The City had Mr. Landrum evaluated by Dr. Pettigrew on October 4, 2021 who opined 2% (\$2,520) permanent partial impairment to the whole person regarding the face/jaw, 0% (\$0) permanent partial impairment to the whole person regarding the head, 0% (\$0) permanent partial impairment to the whole person regarding the teeth. He also opined that Mr. Landrum was in no further need of medical care, continuing medical maintenance, prescription medication, or maintenance for an implant medical device. The Workers' Compensation Commission Trial Judge is free to make a ruling within the range of medical evidence presented at the time of trial. The City's maximum permanent partial impairment exposure would be \$25,200 and disfigurement.

Court Award: The case was heard by the Workers' Compensation Commission on February 1, 2022. After hearing the Claimant's testimony and considering the expert medical evidence, the Court entered its Order on February 7, 2022, awarding 5% (\$6,300) permanent partial disability regarding the teeth (dental), 5% (\$6,300) permanent partial disability regarding the face/jaw, \$5,000 disfigurement regarding the Chin/neck as well as granted continuing medical maintenance for repair or replacement of medical devices relating to Claimant's jaw or teeth.

The Court's findings are set out in Paragraph Nos. 3 through 6 of the Order, as follows:

-3.- "That as a result of said injury, Claimant has sustained 5% Permanent Partial Disability to the TEETH (DENTAL) and 5% Permanent Partial Disability to the FACE/JAW. At Claimant's rate of compensation, this is equal to an award of \$12,600.00, which shall be paid to Claimant weekly at the rate of \$350.00 commencing February 12, 2021, until the entire award is paid in full."

As can be noted in No. 3 of the Commission's Order, PPD compensation is expressed in terms of "weeks" of compensation with an accompanying "weekly wage rate." Workers' Compensation awards are normally paid at the weekly rates over a period of time. Mr. Landrum's weekly wage PPD rate is \$350.00. In this instance, the entire portion of the award has accrued less the claimant's attorney fee and is to be paid in a lump sum.

If approved by Council, Mr. Landrum and his attorney will be paid the accrued lump sum of \$12,600.

-4.- "1As a result of the compensation injury, the Claimant suffered serious and permanent disfigurement to the CHIN/NECK for which the Claimant is entitled to benefits pursuant to 85A O.S., §45(F) in the amount of \$5,000.00, which shall be paid by the Respondent to the Claimant in lump sum. (less attorney fee)."

-5.- "That pursuant to 85A O.S. Section 50(F) and Section 114 continuing medical maintenance is granted for repair or replacement of medical devices relating to Claimant's jaw or teeth."

-6.- "Maximum attorney fees of 20% of the permanent partial disability benefits are awarded herin, pursuant to 85A O.S., §82."

Further, in complying with the Order, the City will incur additional costs and fees as set out in Paragraph Nos. 7 through 10. Special Occupational Health and Safety Fund Tax in the amount of \$132.00, Workers' Compensation Administration Fund in the amount of \$252.00, Multiple Injury Trust Fund Assessment in the amount of \$378.00, filing fee to the Workers' Compensation Court in the amount of \$140.00; and filing fee to Cleveland County in the amount of \$154.14. The costs and fees total \$1,056.14, which brings the total cost of this Order to \$18,278.14. Adequate funds are available in the Order/Settlements Account (43330102-42131).

RECOMMENDATION:

The issues tried on February 1, 2022, were the extent of Mr. Landrum's injury and whether this injury was permanent in nature and continued medical maintenance. The Court Award in this case is within the medical evidence submitted. It is not anticipated a more favorable ruling for the City could be achieved by further litigation. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require the award to be paid in a lump sum. The Order would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 313, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the Order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

ORDER FILED

February 7, 2022

WORKERS'
COMPENSATION COMMISSION

SEAN ARON LANDRUM)	
Claimant)	Commission File No.
)	CM3-2019-05618L
CITY OF NORMAN)	
Employer-Respondent)	Claimant's Social Security
)	Number: xxx-xx-6754
CITY OF NORMAN (OWN RISK))	
Insurer)	

ORDER AWARDING PERMANENT PARTIAL DISABILITY BENEFITS

Hearing before Administrative Law Judge MICHAEL T EGAN on February 1, 2022, in OKLAHOMA CITY, Oklahoma.

Claimant appeared by counsel, GREG A BARNARD.

Respondent and insurance carrier appeared by counsel, JEANNE SNIDER.

I. FACTS AND STIPULATIONS

Claimant seeks a finding of compensable work-related injury to the TEETH, JAW and CHIN/NECK (disfigurement) on July 26, 2019 and an award of permanent partial disability therefor. Respondent stipulates to jurisdictional issues and admits compensable work-related injury to the teeth, face/jaw and disfigurement to the chin/neck. The parties are in agreement that rates for temporary total disability and permanent partial disability can be adjudicated at \$534.77 and \$350.00, respectively, and that the accrual date for permanent partial disability is February 12, 2021.

II. FINDINGS AND CONCLUSIONS

The Commission, having considered the evidence and records on file, and being duly advised in the premises, FINDS AND ORDERS AS FOLLOWS:

1. That on July 26, 2019, claimant sustained compensable work-related injury to the TEETH, JAW/FACE and disfigurement to the CHIN/NECK.
2. That claimant's rates for temporary total disability and permanent partial disability are adjudicated at \$534.77 and \$350.00, respectively.
3. That as a result of said injury, claimant has sustained 5% Permanent Partial Disability to the TEETH (DENTAL) and 5% Permanent Partial Disability to the FACE/JAW. At claimant's rate of compensation, this is equal to an award of \$12,600.00, which shall be paid to claimant weekly at the rate of \$350.00 commencing February 12, 2021, until the entire award is paid in full.
4. 1As a result of the compensable injury, the Claimant suffered serious and permanent disfigurement to the CHIN/NECK for which the Claimant is entitled to benefits pursuant to

- 85A O.S., §45(F) in the amount of \$5,000.00, which shall be paid by the Respondent to the Claimant in lump sum. (less attorney fee)
5. That pursuant to 85A O.S. Section 50(F) and Section 114 continuing medical maintenance is granted for repair or replacement of medical devices relating to Claimant's jaw or teeth.
 6. Maximum attorney fees of 20% of the permanent partial disability benefits are awarded herein, pursuant to 85A O.S., §82.
 7. That pursuant to Title 85A O.S., §118, a final award fee of one hundred forty dollars (\$140.00) is taxed as a cost in this matter, and shall be paid by respondent to the Workers' Compensation Commission if not previously paid.
 8. Pursuant to 40 O.S., §418, the Respondent-Insurer shall pay to the Oklahoma Tax Commission the Special Occupational Health and Safety tax in the amount of \$132.00, representing three-fourths of one percent of the total workers' compensation losses ordered herein, excluding medical payments and temporary total disability compensation.
 9. Pursuant to 85A O.S., §122(B)(2), Respondent, if OWN RISK, shall pay a workers' compensation assessment in the amount of \$252.00 to the Oklahoma Tax Commission, representing two percent (2%) of the (permanent disability benefits) herein.
 10. Pursuant to 85A O.S. § 31(7), For injuries occurring on or after July 1, 2019, a Multiple Injury Trust Fund assessment in the amount of \$378.00, representing (3%) of the Claimant's permanent partial disability award shall be deducted and paid to the Oklahoma Tax Commission by the Respondent.

IT IS SO ORDERED.

DONE this 6th day of FEBRUARY, 2022.

BY ORDER OF:



MICHAEL T EGAN
ADMINISTRATIVE LAW JUDGE

mp/EButler

A copy of this order was sent by electronic mail or registered mail on this file stamped date to:

Claimant's Attorney: GREG A BARNARD
PO BOX 1177
ARDMORE, OK 73402

Respondent's Attorney: JEANNE SNIDER
PO BOX 370
NORMAN, OK 73070

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this Commission on this date.



Norma McRae
Commission Clerk
February 7, 2022



Sean Landrum v. City of Norman

CM-2019-05618L (Hd, Hdks, Fc, Th, Tng, Nk, R. Shldr)
 SS# XXX-X2-6754; Atty: Greg Barnard
 City Council Date 2-22-22

Claimant Address: 20773 May Ave., Purcell, OK 73080

Date of Injury: 7-26-19 (SI)

PPD Wage: \$350

Trial Date: 2-1-22 Order Date: 2-7-22

DOH 5-30-17

DOS: 4-30-21

Memo

Resolution N/A

Purchase Requisitions

Permanent Partial Disability Settlement

\$ 6,300.00 5% Teeth (Dental)

\$ 6,300.00 5% Face/Jaw

\$ 12,600.00

Disfigurement

\$ 5,000.00 Chin/Neck

Total Award (PPD & Disfigurement)

\$ 17,600.00

Total Award

\$ 17,600.00

Attorney Fees (20% of PPD)

\$ (3,520.00)

\$ 14,080.00

MITF Assessment (3% PPD-After 7/1/19)

\$ (378.00)

Net to Claimant

\$ 13,702.00

Due and Payable in a Lump sum:

(all accrued): 36 wks @ \$350 = \$12,600 (Per Order)

Disfigurement

\$ 12,600.00

\$ 5,000.00

\$ 17,600.00

Weekly Installments:

Balance @\$350/wk=0

Per Order Commencing 2/12/21

PPD Balance

\$0.00

Total Award

\$ 17,600.00

Multiple Injury Trust Fund (3% of PPD-After 7/1/19)

\$ (378.00)

Net to Attorney & Claimant

\$ 17,222.00

4333010242131

City's Settlement Costs (953-092)

Workers Comp. Admn. Fund (2% of PPD)

\$ 252.00

Occupational & Health Trust Fund (0.75%)

\$ 132.00

Multiple Injury Trust Fund Assessment (3%-After 7/1/19)

\$ 378.00

Filing Fee - Workers Compensation Commission

\$ 140.00

\$ 902.00

Filing Fee - Cleveland County District Court

\$ 154.14

\$ 1,056.14

Total Settlement Cost

\$ 18,278.14

Vendor

2267

4333010242133

1950

4333010242135

11739

4333010242134

12122

4333010244704

11734

434

4333010244703

Settlement forms:

Copies

Filed in WCC Filed in Dist.Ct.

Court Award

4

n/a

Affidavit of Foreign Judgment

4

n/a

Assignment of Judgment

4

n/a

Checks with case name on them

1

n/a

n/a

File Attachments for Item:

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-84: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, EXPANDING THE EXISTING EXCEPTIONS TO THE GENERAL PROHIBITION OF THE DISTRIBUTION OR SALE FOR PUBLIC CONSUMPTION OF ANY ALCOHOLIC BEVERAGES AT CERTAIN CITY PARKS TO INCLUDE RUBY GRANT PARK.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/08/2022

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-84: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, EXPANDING THE EXISTING EXCEPTIONS TO THE GENERAL PROHIBITION OF THE DISTRIBUTION OR SALE FOR PUBLIC CONSUMPTION OF ANY ALCOHOLIC BEVERAGES AT CERTAIN CITY PARKS TO INCLUDE RUBY GRANT PARK.

BACKGROUND:

On June 30, 1987, City Council passed Resolution R-8687-95, which prohibited the distribution or sale of intoxicating or alcoholic beverages at any City of Norman public park or recreational facility with the exception of the Firehouse Art Station, the Historical Museum, the Sooner Theater, Westwood Park and the Santa Fe Depot. Section 15-102(b) of the City Code states, "[A]lcoholic beverage means alcohol, spirits, beer and wine as those terms are defined herein and also includes every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by human beings."

On November 10, 2015, City Council approved Resolution R-1516-31, adding Legacy Park to the list of those facilities that had been previously excepted from the general prohibition related to the distribution or sale of intoxicating or alcoholic beverages. Legacy Park was designed to accommodate a variety of outdoor events, some of which now include the distribution of alcoholic beverages. On September 8, 2020, City Council approved Resolution R-2021-42, adding Reaves, Andrews, and Lions Parks to the list of facilities excepted from the prohibition of selling or distributing intoxicating or alcoholic beverages.

Ruby Grant Park officially opened in December 2021, and is now fully operational and a host of major special events. Like the other facilities exempt from the prohibition, Ruby Grant Park is often used to accommodate a variety of outside events where the distribution of alcoholic beverages is requested. As a result, Staff drafted Resolution R-2122-84 which would add Ruby Grant Park to the list of parks where the distribution or sale of intoxicating beverages would be permitted. On February 10, 2022, this Resolution was considered by the Board of Park Commissioners, who recommended approval.

DISCUSSION:

This Resolution will allow permits to be issued for certain areas of these parks that can be secured and controlled for this type of use. Distribution of intoxicating or alcoholic beverages requires restrictive permits and licenses reviewed and issued through City, State, and County agencies. Park reservation requests that include distribution of intoxicating or alcoholic beverages are required to obtain all necessary permits issued by the City of Norman and abide by all State and County regulations.

RECOMMENDATION:

Staff recommends approval of Resolution R-2122- 84 to add Ruby Grant Park to the facilities and parks of the City of Norman excepted from the prohibition of distribution or sale of alcoholic beverages during permitted special events.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, EXPANDING THE EXISTING EXCEPTIONS TO THE PROHIBITION OF THE DISTRIBUTION OR SALE FOR PUBLIC CONSUMPTION OF ANY ALCOHOLIC BEVERAGES AT CERTAIN CITY PARKS TO INCLUDE RUBY GRANT PARK.

- § 1. WHEREAS, in order to set forth, define and more clearly delineate policy guidance for the Governing Body, the administration and the staff, the City Council of Norman, Oklahoma adopted Resolution No. R-8687-95 on June 30, 1987, which prohibited the distribution or sale for public consumption of any intoxicating or alcoholic beverage at any public park or recreational facility except for the Firehouse Art Station, the Historical Museum, the Sooner Theatre, Westwood Park and the Santa Fe Depot; and
- § 2. WHEREAS, Legacy Park was opened in September 2015 and because it is a passive park that includes an outdoor amphitheater designed to accommodate a variety of public and private events, including concerts and weddings, the City Council of Norman, Oklahoma adopted Resolution R-1516-31 excluding it from the general prohibition related to the distribution or sale for public consumption of any alcoholic beverage; and
- § 3. WHEREAS, in 2020 the City Council of Norman, Oklahoma adopted Resolution R-2121-42 identifying other parks including Reaves Park, Andrews Park and Lions Park were for exclusion from the general prohibition contained in Resolution R-8687-95 because of their use as host properties for a number of events in the community; and
- §4. WHEREAS, Ruby Grant Park has also been identified for possible exclusion from the general prohibition contained in Resolution R-8687-95 because of its use as a host property for a number of events in the community.

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

- § 5. That, from and after the adoption of this resolution, it shall be the policy of the City of Norman that:

The City of Norman Parks and Recreation Department will prohibit the distribution or sale for public consumption of any alcoholic beverages at any public park or recreational facility for which the Norman Parks and Recreation Department has scheduling responsibility, excluding the Firehouse Arts Station, the Historical Museum, the Sooner Theatre, Westwood Park, the Santa Fe Depot, Legacy Park, Reaves Park, Andrews Park, Lions Park and Ruby Grant Park.

PASSED AND ADOPTED this ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-96: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN APPROPRIATING \$183,039 FROM THE GENERAL FUND BALANCE TO BE DEPOSITED INTO THE NET REVENUE STABILIZATION FUND (RAINY DAY FUND).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/22/2022

REQUESTER: Anthony Francisco

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-96: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN APPROPRIATING \$183,039 FROM THE GENERAL FUND BALANCE TO BE DEPOSITED INTO THE NET REVENUE STABILIZATION FUND (RAINY DAY FUND).

BACKGROUND:

Pursuant to the amended Norman City Code, Section 8-103-104 (Et. Seq.), the City Council has established reserve policies to ensure the operations of the City of Norman's General Fund in times of extraordinary expenses or revenue shortfalls; address emergency expenditure requirements; and/or to address major, unforeseen capital facility needs. Under this requirement, the City must have, at minimum, the following reserves:

- An Operating General Fund Balance of three percent (3%) of budgeted expenditures; plus
- An Emergency Reserve Appropriation in the General Fund of at least one percent (1%) of budgeted expenditures; plus
- An additional Fund Balance in a separate Net Revenue Stabilization ("Rainy Day") Fund of four percent (4%) of budgeted expenditures.

Taken together, these minimum reserves are required to be at least eight percent (8%) of General Fund expenses. The policy further sets a TARGETED "Rainy Day" Fund balance of 5% of General Fund expenditures (bringing targeted reserves to a total of 9% of General Fund expenses).

DISCUSSION:

Upon the adoption of the fiscal year 2021-2022 budget, the City had met its minimum reserve requirements. As required by the City Code, the Council, at its Finance Committee mid-year budget review meeting on January 20, 2022 received information on the actual, audited financial status of the Net Revenue Stabilization Fund, as of June 30, 2021. This updated information indicated that the Rainy Day Fund exceeded its projected Minimum required fund balance as of June 30, 2021, but was short of its projected Target fund balance. The Committee recommended that a deposit be made from the General Fund to the Rainy Day Fund to maintain the Net Revenue

Stabilization Fund at its projected Target fund balance. The projected amount of the required deposit is \$183,039.

RECOMMENDATION:

Staff recommends that the Council Finance Committee's recommendation to appropriate \$183,039 of General Fund balance (account 10-29201) for transfer to the Net Revenue Stabilization Fund (account 11-29000) be approved.

R-2122-96

A RESOLUTION OF THE COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA, APPROPRIATING \$183,039 FROM
THE GENERAL FUND BALANCE TO THE NET REVENUE
STABILIZATION FUND (RAINY DAY FUND).

- § 1. WHEREAS, City Council established reserve policies to ensure the operations of the City of Norman's General Fund in times of extraordinary expenses or revenue shortfalls, address emergency expenditure requirements, and/or to address major, unforeseen capital facility needs; and
- § 2. WHEREAS, under this requirement, the City must have, at minimum, an Operating General Fund Balance of 3 percent (3%) of budgeted expenditures; an Emergency Reserve Appropriation in the General Fund of at least one percent (1%) of budgeted expenditures; and an additional Fund Balance in a separate Net Revenue Stabilization Fund (Rainy Day Fund) of 4 percent (4%) of budgeted expenditures; and
- § 3. WHEREAS, the City Council Finance Committee met on January 20, 2022, and received updated information on the actual, audited financial status of the Net Revenue Stabilization Fund as of June 30, 2021, which exceed its projected minimum required fund balance but was short of its projected Target fund balance; and.
- § 4. WHEREAS, the City Council Finance Committee recommended that a deposit be made from the General Fund to the Rainy Day Fund to maintain the Net Revenue Stabilization Fund at its projected Target fund balance.

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

- § 5. That the following appropriation be made for the reason as stated above:

<u>Account Name</u>	<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Net Revenue Stabilization Fund	10-29000	11-29000	183,039

PASSED AND ADOPTED this 22nd day of February, 2022.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

27. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-97: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$350,000 FROM THE GENERAL FUND BALANCE TO UPDATE AND IMPROVE ANDREWS PARK PLAYGROUND TO BRING IT UP TO FULL AMERICANS WITH DISABILITIES (ADA) STANDARDS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/22/2022

REQUESTER: Cinthya Allen, Chief Diversity & Equity Officer and ADA Coordinator

PRESENTER: Cinthya Allen, Chief Diversity & Equity Officer and ADA Coordinator

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-97:
A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$350,000 FROM THE GENERAL FUND BALANCE TO UPDATE AND IMPROVE ANDREWS PARK PLAYGROUND TO BRING IT UP TO FULL AMERICANS WITH DISABILITIES (ADA) STANDARDS.

BACKGROUND:

On November 1, 2021, the City of Norman's ADA Technician and Coordinator hosted McIntosh Transforms for a full-day training on ADA compliance, focused on parks and events. Part of the training included a site visit to Andrews Park and its main playground. It was found the main playground could benefit from updates to ensure full ADA accessibility, specifically pertaining to the concrete barrier which encloses the main playground. The barrier prohibits anyone with different accessibility needs to easily access the playground facilities.

On January 20, 2022, City staff presented the City Council Finance Committee with a request to consider appropriations from the General Fund Balance to fund renovations to the Andrews Park Playgrounds to make it fully accessible. Photos were presented to depict the basis for the need and are attached.

DISCUSSION:

On January 20, 2022, the City Council Finance Committee heard and discussed the need for the Andrews Park Playground improvements to bring it up to fully accessible standards. Specific conversation was had pertaining the retaining wall, which is used to hold the mulch. This causes two issues: 1) the retaining wall prevents the space from being fully accessible; and 2) the mulch itself does not provide for an accessible surface. Inquiries were made regarding other Andrews ADA improvements. Inquiries were made to clarify if other Andrews Park ADA improvement plans are already in place. It was confirmed other plans are in place, however, the cement retaining wall and surfacing situations are not currently on any previously-approved plans. This recent finding and recommendation would ensure ADA accessibility once constructed. The City Council Finance Committee Members asked if playground equipment would be replaced to increase accessibility. It was confirmed the playground could be reconstructed entirely to ensure the playground equipment is accessible. The next step will be to identify a vendor who can

provide ADA accessible equipment and perform the work. Once the vendor is identified and a proposal is selected, a contract for installation will come before Council for approval.

RECOMMENDATION:

To make the necessary ADA improvements at Andrews Park, Staff recommends approval of an appropriation in the amount of \$350,000 from the General Fund Balance (10-29000), to ADA Andrews Park, Construction (50794442-46101; Project PR0027).

R-2122-97

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$350,000 FROM THE GENERAL FUND BALANCE TO UPDATE AND IMPROVE ANDREWS PARK PLAYGROUND BY REMOVING A RETAINING WALL AND RESURFACING TO BRING IT UP TO FULL AMERICANS WITH DISABILITIES (ADA) STANDARDS.

- § 1. WHEREAS, on November 1, 2021, City of Norman Staff hosted McIntosh Transforms for a full-day training on Americans with Disabilities (ADA) compliance; and
- § 2. WHEREAS, part of the training included a site visit to Andrews Park and its main playground; and
- § 3. WHEREAS, it was found the main playground could benefit from updates to ensure full ADA accessibility, specifically pertaining to the concrete retaining wall which encloses the main playground; and
- § 4. WHEREAS, on January 22, 2022, City staff presented a request to the City Council Finance Committee to consider appropriations from the General Fund Balance to fund the renewal of Andrews Park Playgrounds to be fully accessible; and
- § 5. WHEREAS, the Finance Committee fully supported the request for funding.

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

- § 6. That the following appropriation be approved for the reasons as stated above:

<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
General Fund Balance (10-29000)	Project PR0027, ADA Andrew Park Construction (50794442-46101)	\$350,000

PASSED AND ADOPTED this 22nd day of February, 2022.

Mayor

ATTEST:

City Clerk









File Attachments for Item:

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-33 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTY-TWO (32), AND THIRTY-THREE (33), LESS THE EAST 25 FEET THEREOF, BLOCK THIRTEEN (13), OF M.C. RUNYAN SUBDIVISION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-3, INTENSIVE COMMERCIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (115 SOUTH PETERS AVENUE)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/22/2022
REQUESTER: James L. Adair
PRESENTER: Jane Hudson, Director of Planning & Community Development
ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-33 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTY-TWO (32), AND THIRTY-THREE (33), LESS THE EAST 25 FEET THEREOF, BLOCK THIRTEEN (13), OF M.C. RUNYAN SUBDIVISION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-3, INTENSIVE COMMERCIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (115 SOUTH PETERS AVENUE)

SYNOPSIS:

The applicant, James L. Adair, is requesting to rezone from C-3, Intensive Commercial District to SPUD, Simple Planned Unit Development District to allow for residential dwelling units as well as the commercial/offices uses detailed in the SPUD Narrative. More specifically, the applicant is rezoning to allow for one (1) ADA accessible residential dwelling unit on the ground floor in addition to residential dwelling units on the upper floor. The site consists of a 40' x 100' parcel of roughly 4,000 square feet, with a two-story structure of approximately 7,776 square feet. The proposed development will follow a SPUD Narrative document; see attached.

HISTORY:

The property at 115 South Peters Avenue was purchased by James L. Adair in September 2021. Prior to this, the property was owned by the Turner Odies Primrose Revocable Living Trust. The structure on the property, the historic Primrose Building, was constructed in 1930 and is approximately 7,776 square feet. The property has been zoned C-3, Intensive Commercial District since 1954 (Ordinance 884). In addition, the property is within Block 13 of the Original Townsite, Lots 32 and 33, less the east 25' feet of M.C. Runyan Subdivision of Lots 28-32.

ZONING ORDINANCE CITATION:

SEC 420.05 – SIMPLE PLANNED UNIT DEVELOPMENTS

1. General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

2. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition, the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

EXISTING ZONING: The subject property currently has a C-3, Intensive Commercial District zoning designation. This commercial district is intended for the conduct of personal and business services and the general retail business of the community. This district does not allow for residential units without a special use permit. Furthermore, the special use permitted for residential units does not allow for ground floor residential.

ANALYSIS: The particulars of this SPUD include:

1. **USE:** As proposed in the SPUD Narrative, the property and buildings shall allow all permissible uses in Section 425.1 of the Norman Zoning Ordinance for C-3, Intensive Commercial District. The property may also feature a maximum of five (5) dwelling units on the upper story, and a minimum of one (1) accessible dwelling unit on the ground floor. The property may also feature a live-work arrangement as part of that use distribution.

Exhibit C

Permissible Uses

1. Property and buildings shall allow uses as outlined below:

(a)

Amusement enterprises.
 Antique shop.
 Apartment Hotel.
 Appliance Store.
 Art Gallery.
 Artist materials supply, or studio.
 Assembly Halls of non-profit corporations.
 Automobile service station.
 Automobile supply store.
 Baby shop.
 Bakery goods store.
 Bakery.
 Bank.
 Barber shop, or beauty parlor.
 Spa/Bath.
 Book or stationery store.
 Bus terminal.
 Camera shop.
 Candy store.
 Carpenter and cabinet shop.
 Cleaning and dyeing works.
 Catering establishment.
 Child Care Center, as currently found in Section 438.3.
 Churches, temples or other places of worship
 Clothing or apparel store.
 Dairy products or ice cream store.
 Delicatessen store.
 Dress shop.
 Drug store or fountain.
 Dry goods store.
 Electric sales and service.
 Emergency Medical Transportation Services.
 Fabric or notion store.

Feed and fuel store.
 Florist.
 Frozen food locker.
 Furniture Store
 Gift Shop.
 Glass shop.
 Grocery or supermarket.
 Hardware store.
 Hotel or motel.
 Interior decorating store.
 Jewelry shop.
 Key shop.
 Laundry.
 Leathergoods shop.
 Libraries.
 Lodge hall.
 Medical Marijuana Dispensary, as allowed by state law.
 Messenger or telegraph services.
 Municipal use, public buildings and public utility
 Museums.
 Music Conservatories.
 Music, radio or television shop.
 Office buildings and offices for such professional services as, but not limited to; accountant, architect, attorney, business or management consultant, court reporter, dentist or dental surgeon, engineer, geologist or geophysicist, linguist, landscape architect, optometrist, optician, osteopathic physician, planning consultant, psychologist, physician or surgeon, or registered nurse.
 Painting and decorating shop.
 Pawn shop.
 Pet shop.
 Pharmacy.
 Photographer's studio.
 Public and private schools and college with students in residence and dormitories associated therewith.
 Radio and television sales and service.
 Restaurant.
 Retail spirits store.
 Sewing machine sales.
 Small animal hospital.
 Sporting goods sales.
 Shoe store or repair shop.
 Short-term rentals.
 Tailor shop.
 Theater, including one that sells alcoholic beverages in compliance with state law.
 Tier I Medical Marijuana Processor, as allowed by state law.

Tier II Medical Marijuana Processor, as allowed by state law.

Toy store.

Trade schools and schools for vocational training.

(b) Buildings and structures and uses accessory and customarily incidental to any of the above uses, provided:

(1) There shall be no manufacture, processing or compounding of products other than such as are customarily incidental or essential to retail establishments.

(2) The Planning Commission makes a determination that such operations are not objectionable due to noise, odor, dust, smoke, vibration, danger to life and property or other similar causes which are injurious to the health or safety of the neighborhood.

(c) Any other retail or wholesale store, shop or establishment which in the opinion of the Planning Commission is of similar character to those listed above and is not more objectionable to the area in which located due to reasons specified in paragraph (b)(2) above.

(d) Mixed building in which one or more dwelling units may be located on the upper floor, and an allowance for one (1) residential dwelling unit on the ground floor to be ADA accessible.

(e) The following uses are permitted, but not subject to the language set forth in subparts (b) and (c) above:

Bar, lounge or tavern

Live Entertainment Venue.

2. **OPEN SPACE:** No increase to the existing building footprint is being proposed. There is no open/green space on this site. The building footprint covers the site.
3. **PARKING:** The property does not have any on-site parking, and none is proposed. The property will utilize on-street handicap accessible parking spaces, and/or one (1) off-street handicap accessible parking space located within the parking lot directly across from the property on Peters Avenue. With the existing C-3 zoning designation, parking accommodations are not required.
4. **PHASES:** There are no phases planned for the development. The project is planned as a renovation to the existing building to accommodate loft apartments and leasable commercial/office space.
5. **SITE PLAN/ACCESS:** The Site Development Plan (see Exhibit B) for the site is concurrently submitted with the SPUD Narrative and shall be incorporated as an integral part of the redevelopment of the site. There are no changes to the existing building footprint. Access to the property is existing and shall be permitted in the manner depicted on the attached Site Development Plan. Trash will be handled through an existing dumpster located in the adjacent alley. Sidewalks currently exist adjacent to the property. There is an existing exterior egress stairway, located in the existing alley, that may need

to be updated and/or relocated to comply with current building codes. The applicant has been made aware of this possible relocation of the exterior stairs.

6. **LANDSCAPING:** In the event of future development, the property shall be in conformance with the City of Norman's ordinances, as amended from time to time.
7. **SIGNAGE:** The signage for this property shall comply with Norman's applicable signage regulations for commercial uses, as amended from time to time.
8. **HEIGHT:** The existing building is two stories in height, and the initial development will be for a renovation to the existing structure. In the event of future development, the maximum building height shall be in accordance with Norman's applicable height regulations from Section 425.1 of the Norman Zoning Ordinance for C-3, Intensive Commercial District.
9. **LIGHTING:** All exterior lighting shall be installed in conformance with any applicable City of Norman Outdoor Lighting Standards, as such may be amended from time to time.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: Peters Avenue west of site is paved and a public alley north of site is paved. Existing sanitary sewer and water serve the site. There is an existing sidewalk adjacent to Peters Avenue.

CONCLUSION:

Staff forwards this request for rezoning from C-3, Intensive Commercial District to a SPUD, Simple Planned Unit Development as Ordinance O-2122-33 for consideration by the City Council. At their January 13, 2022 meeting, the Planning Commission unanimously recommended adoption of Ordinance O-2122-33 by a vote of 6-0.

O-2122-33

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTY-TWO (32), AND THIRTY-THREE (33), LESS THE EAST 25 FEET THEREOF, BLOCK THIRTEEN (13), OF M.C. RUNYAN SUBDIVISION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-3, INTENSIVE COMMERCIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (115 SOUTH PETERS AVENUE)

- § 1. WHEREAS, James L. Adair, the owner of the hereinafter described property, has made application to have the subject property removed from the C-3, Intensive Commercial District and placed in the SPUD, Simple Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the C-3, Intensive Commercial District and place the same in the SPUD, Simple Planned Unit Development District, to wit:

Lots Thirty-Two (32), and Thirty-Three (33), Less the East 25 feet thereof, in Block Thirteen (13), of M.C. RUNYAN SUBDIVISION of Lots Twenty-Eight, Twenty-Nine, Thirty, Thirty-One, Thirty-Two, in Block Thirteen (13), of THE ORIGINAL TOWN OF NORMAN, Cleveland County, Oklahoma, according to the recorded plat thereof.

Said tract contains 7,776 square feet, more or less.

- § 5. Further, pursuant to the provisions of Section 22:420.05 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:
- a. The site shall be developed in accordance with the SPUD Narrative with Exhibits A-C, approved by the Planning Commission on January 13, 2022, and supporting documentation submitted by the applicant and approved by the Planning Commission, and made a part hereof.
- § 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of
_____, 2022.

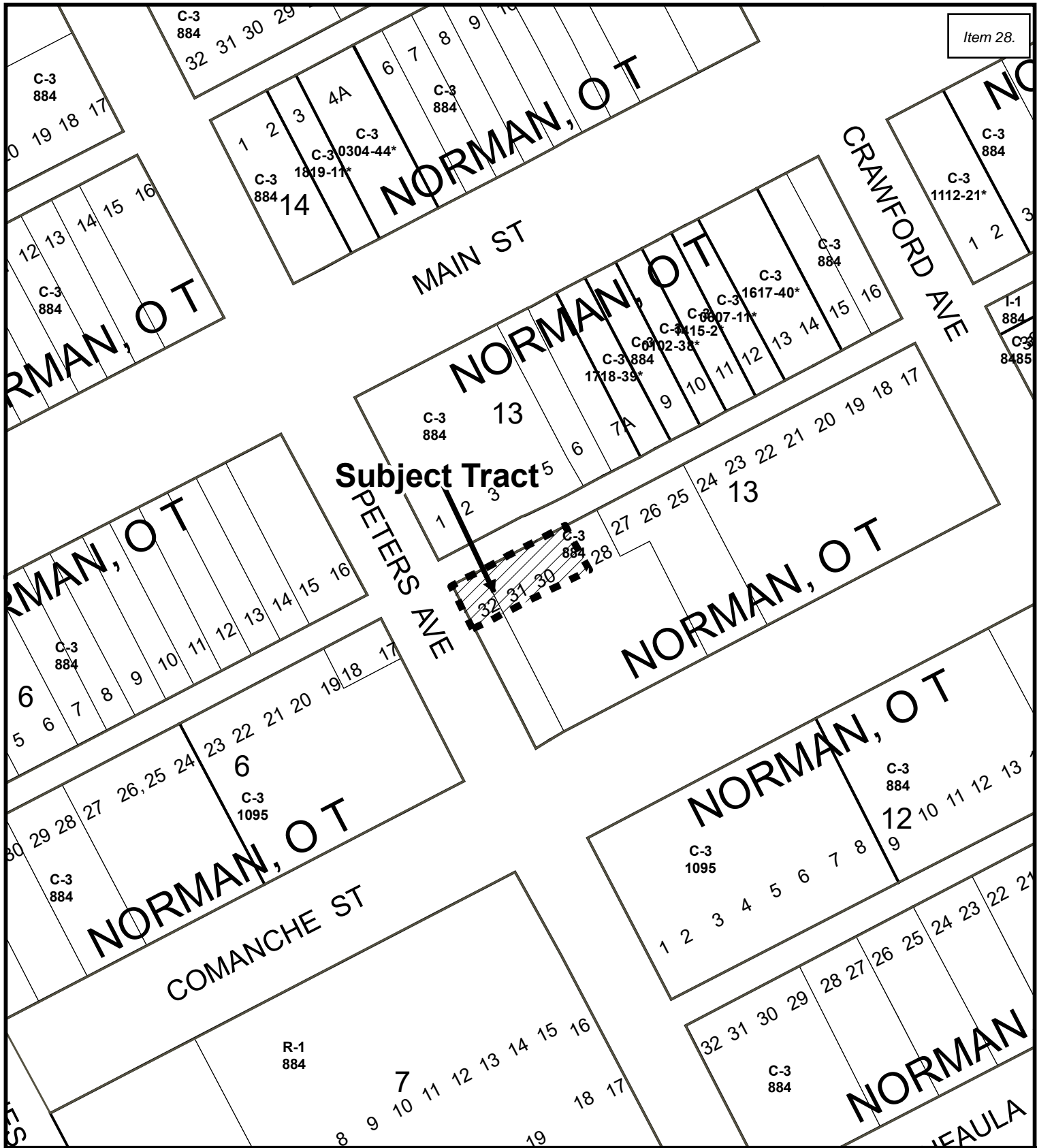
NOT ADOPTED this _____ day of
_____, 2022.

(Mayor)

(Mayor)

ATTEST:

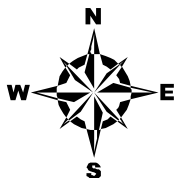
(City Clerk)



Location Map



Map Produced by the City of Norman
Geographic Information System.
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



December 7, 2021

0 50 100 Ft.



Subject Tract



Zoning

115 S. PETERS AVE
SIMPLE PLANNED UNIT DEVELOPMENT

APPLICANT:

James Adair

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

Revised: December 21, 2021

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 - E. Miscellaneous Development Criteria

EXHIBITS

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

I. INTRODUCTION

A. Background and Intent:

Adair and Associates ("Applicant") seeks to rezone property located at **115 N. Peters Ave, Norman, OK 73069-7235**, more particularly described on the attached **Exhibit A** (collectively referred to herein as the "**Property**"). The Applicant intends to renovate the existing building, within the boundary of the existing building footprint and covered overhang.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Property is made up of a 40'x100' parcel generally located south of Main Street, East of Peters Avenue, and North of Comanche Street.

B. Existing Land Use and Zoning

Currently, the entire Property is zoned C-3; Intensive Commercial. The entire Property's current NORMAN 2025 Designation is Commercial.

C. Elevation and Topography

The site is relatively low slope with minimal topographic variation. No part of the Property is in any FEMA 100-year flood plain, and no part of the Property is in any Water Quality Protection Zone.

D. Utility Services

The necessary utility services for this project are already located on or near the Property.

E. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by adopted City codes.

F. Traffic Circulation and Access

Access to the Property is existing and shall be permitted in the manner depicted on the attached Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Project is planned as a renovation to an existing building to accommodate downtown loft apartments, and leasable commercial space. The intent of the project is to strengthen the mixed-use commercial district in the area, by creating additional housing options on the Property, and thereby fostering a pedestrian-oriented and multi-modal development.

A. Permissible Uses

A list of the allowable uses for the Property is attached hereto as **Exhibit C**. The Property shall not have more than five (5) dwelling units on the upper story, and shall have no less than one accessible dwelling unit on the ground floor. The Property may also feature a live-work arrangement as part of that use distribution.

Definition of Live-work:

Live-work – Denoting or relating to property which combines residential living space with office/commercial space.

B. Building Height

The existing building is two stories in height, and the initial development will be for a renovation to that existing structure. In the event of future development, the maximum building height shall be in accordance with Norman's applicable height regulations currently found in Section 425.1 – C-3, Intensive Commercial District, as amended from time to time.

C. Parking

The Property does not have any on-site parking, and none is proposed. To foster pedestrian-oriented and multi-modal development, the Property will utilize on-street handicap accessible parking spaces, and/or (1) off-street handicap accessible parking space located within the parking lot directly across from the Property on Peters Ave (to be acquired via lease).

D. Dumpster and Trash Enclosures

Trash will be handled through existing dumpsters located in the alley.

E. Miscellaneous Development Criteria

1. Site Plan

The Site Development Plan (Exhibit B) for the site is currently submitted with this SPUD and shall be incorporated herein as an integral part of the SPUD and the development of the property shall be substantially constructed and utilized as presented thereon, subject only to the changes allowed by Sec. 420.05(11) of the City of Norman's SPUD Ordinance.

2. Open Space

No increase to the existing building footprint is being proposed. There is no open/green space on this site. The building footprint covers this site.

3. Signage

The signage for the Property shall comply with Norman's applicable signage regulations for Commercial uses, as amended from time to time.

4. Sidewalks

Access to the Property shall be permitted in the manner depicted on the attached Preliminary Site Development Plan. Sidewalks currently exist adjacent to the Property. The Property shall comply with the City of Norman standards to allow for emergency access and fire access as necessary, as such standards may be amended from time to time. There is an existing exterior egress stairway, located in the existing alley, that will need to be updated and/or moved for compliance with current building codes.

5. Lighting

All exterior lighting shall be installed in conformance with any applicable City of Norman Outdoor Lighting Standards, as such may be amended from time to time.

6. Landscaping

In the event of future development, the Property shall be in conformity to the City of Norman ordinances, as amended from time to time.

EXHIBIT A

Legal Description of the Property

Full Size Documents submitted to City Staff.

LOTS 32 AND 33 LESS E25' BLK 13. MC RUNYAN'S SUBDIVISION OF LOTS 28 THRU 32,
BLOCK 13, ORIGINAL TOWNSITE

EXHIBIT C

Permissible Uses

Full size documents submitted to City Staff

1. Property and buildings shall allow uses as outlined below:**(a)**

Amusement enterprises.
 Antique shop.
 Apartment Hotel.
 Appliance Store.
 Art Gallery.
 Artist materials supply, or studio.
 Assembly Halls of non-profit corporations.
 Automobile service station.
 Automobile supply store.
 Baby shop.
 Bakery goods store.
 Bakery.
 Bank.
 Barber shop, or beauty parlor.
 Spa/Bath.
 Book or stationery store.
 Bus terminal.
 Camera shop.
 Candy store.
 Carpenter and cabinet shop.
 Cleaning and dyeing works.
 Catering establishment.
 Child Care Center, as currently found in Section 438.3. (O-9596-19)
 Churches, temples or other places of worship (O-2109)
 Clothing or apparel store.
 Dairy products or ice cream store.
 Delicatessen store.
 Dress shop.
 Drug store or fountain.
 Dry goods store.
 Electric sales and service.
 Emergency Medical Transportation Services. (O-0203-46)
 Fabric or notion store.
 Feed and fuel store.
 Florist.
 Frozen food locker.
 Furniture Store
 Gift Shop.
 Glass shop.

Grocery or supermarket.
 Hardware store.
 Hotel or motel.
 Interior decorating store.
 Jewelry shop.
 Key shop.
 Laundry.
 Leathergoods shop.
 Libraries.
 Lodge hall.
 Medical Marijuana Dispensary, as allowed by state law. (O-1920-4)
 Messenger or telegraph services.
 Municipal use, public buildings and public utility. (O-1617-31)
 Museums.
 Music Conservatories.
 Music, radio or television shop.
 Office buildings and offices for such professional services as, but not limited to;
 accountant, architect, attorney, business or management consultant, court reporter,
 dentist or dental surgeon, engineer, geologist or geophysicist, linguist, landscape
 architect, optometrist, optician, osteopathic physician, planning consultant,
 psychologist, physician or surgeon, or registered nurse.
 Painting and decorating shop.
 Pawn shop.
 Pet shop.
 Pharmacy.
 Photographer's studio.
 Public and private schools and college with students in residence and dormitories
 associated therewith.
 Radio and television sales and service.
 Restaurant.
 Retail spirits store. (O-1718-51)
 Sewing machine sales.
 Small animal hospital.
 Sporting goods sales.
 Shoe store or repair shop.
 Short-term rentals. (O-1920-56)
 Tailor shop.
 Theater, including one that sells alcoholic beverages in compliance with state law. (O-
 1718-51)
 Tier I Medical Marijuana Processor, as allowed by state law. (O-1920-39)
 Tier II Medical Marijuana Processor, as allowed by state law. (O-1920-39)
 Toy store.
 Trade schools and schools for vocational training.

(b) Buildings and structures and uses accessory and customarily incidental to any of the above uses, provided:

(1) There shall be no manufacture, processing or compounding of products other than such as are customarily incidental or essential to retail establishments.

(2) The Planning Commission makes a determination that such operations are not objectionable due to noise, odor, dust, smoke, vibration, danger to life and property or other similar causes which are injurious to the health or safety of the neighborhood.

(c) Any other retail or wholesale store, shop or establishment which in the opinion of the Planning Commission is of similar character to those listed above and is not more objectionable to the area in which located due to reasons specified in paragraph (b)(2) above.

(d) Mixed building in which one or more dwelling units may be located on the upper floor, and an allowance for one (1) residential dwelling unit on the ground floor to be ADA accessible.

(e) The following uses are permitted, but not subject to the language set forth in subparts (b) and (c) above:

Bar, lounge or tavern (O-7677-47; O-9192-18)
Live Entertainment Venue. (O-0102-51)

ORDINANCE NO. O-2122-33

ITEM NO. 5

STAFF REPORT**GENERAL INFORMATION**

APPLICANT	James L. Adair
REQUESTED ACTION	Rezoning to SPUD, Simple Planned Unit Development
EXISTING ZONING	C-3, Intensive Commercial District
SURROUNDING ZONING	North: C-3, Intensive Commercial District East: C-3, Intensive Commercial District South: C-3, Intensive Commercial District West: C-3, Intensive Commercial District
LOCATION	115 South Peters Avenue
SIZE	7,776 square feet, more or less
PURPOSE	C-3 uses plus residential dwelling units
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Bank (Arvest) East: Printing Services (Norman Transcript) South: Parking Lot West: Parking Lot and Vacant Land

SYNOPSIS: The applicant, James L. Adair, is requesting to rezone from C-3, Intensive Commercial District to SPUD, Simple Planned Unit Development District to allow for residential dwelling units as well as the commercial/offices uses detailed in the SPUD Narrative. More specifically, the applicant is rezoning to allow for one (1) ADA accessible residential dwelling unit on the ground floor in addition to residential dwelling units on the upper floor. The site consists of a 40'x100' parcel of roughly 4,000 square feet, with a two-story structure of approximately 7,776 square feet. The proposed development will follow a SPUD Narrative document; see attached.

HISTORY: The property at 115 South Peters Avenue was purchased by James L. Adair in September 2021. Prior to this, the property was owned by the Turner Odies Primrose Revocable Living Trust. The structure on the property, the historic Primrose Building, was constructed in 1930 and is approximately 7,776 square feet. The property has been zoned C-3, Intensive

Commercial District since 1954 (Ordinance No. 884). In addition, the property is within Block 1 of the Original Townsite, Lots 32 and 33, less the east 25' feet of M.C. Runyan's subdivision of Lots 28-32.

ZONING ORDINANCE CITATION:

SEC 420.05 – SIMPLE PLANNED UNIT DEVELOPMENTS

1. General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

2. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition, the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

EXISTING ZONING: The subject property currently has a C-3, Intensive Commercial District zoning designation. This commercial district is intended for the conduct of personal and business services and the general retail business of the community. This district does not allow for residential units without a special use permit. Furthermore, the special use permitted for residential units does not allow for ground floor residential.

ANALYSIS: The particulars of this SPUD include:

1. **USE:** As proposed in the SPUD Narrative, the property and buildings shall allow all permissible uses in Section 425.1 of the Norman Zoning Ordinance for C-3, Intensive Commercial District. The property may also feature a maximum of five (5) dwelling units

on the upper story, and a minimum of one (1) accessible dwelling unit on the ground floor. The property may also feature a live-work arrangement as part of that use distribution.

Exhibit C

Permissible Uses

1. Property and buildings shall allow uses as outlined below:

(a)

Amusement enterprises.
 Antique shop.
 Apartment Hotel.
 Appliance Store.
 Art Gallery.
 Artist materials supply, or studio.
 Assembly Halls of non-profit corporations.
 Automobile service station.
 Automobile supply store.
 Baby shop.
 Bakery goods store.
 Bakery.
 Bank.
 Barber shop, or beauty parlor.
 Spa/Bath.
 Book or stationery store.
 Bus terminal.
 Camera shop.
 Candy store.
 Carpenter and cabinet shop.
 Cleaning and dyeing works.
 Catering establishment.
 Child Care Center, as currently found in Section 438.3. (O-9596-19)
 Churches, temples or other places of worship (O-2109)
 Clothing or apparel store.
 Dairy products or ice cream store.
 Delicatessen store.
 Dress shop.
 Drug store or fountain.
 Dry goods store.
 Electric sales and service.
 Emergency Medical Transportation Services. (O-0203-46)
 Fabric or notion store.
 Feed and fuel store.
 Florist.
 Frozen food locker.
 Furniture Store
 Gift Shop.
 Glass shop.
 Grocery or supermarket.
 Hardware store.

Hotel or motel.
 Interior decorating store.
 Jewelry shop.
 Key shop.
 Laundry.
 Leathergoods shop.
 Libraries.
 Lodge hall.
 Medical Marijuana Dispensary, as allowed by state law. (O-1920-4)
 Messenger or telegraph services.
 Municipal use, public buildings and public utility. (O-1617-31)
 Museums.
 Music Conservatories.
 Music, radio or television shop.
 Office buildings and offices for such professional services as, but not limited to; accountant, architect, attorney, business or management consultant, court reporter, dentist or dental surgeon, engineer, geologist or geophysicist, linguist, landscape architect, optometrist, optician, osteopathic physician, planning consultant, psychologist, physician or surgeon, or registered nurse.
 Painting and decorating shop.
 Pawn shop.
 Pet shop.
 Pharmacy.
 Photographer's studio.
 Public and private schools and college with students in residence and dormitories associated therewith.
 Radio and television sales and service.
 Restaurant.
 Retail spirits store. (O-1718-51)
 Sewing machine sales.
 Small animal hospital.
 Sporting goods sales.
 Shoe store or repair shop.
 Short-term rentals. (O-1920-56)
 Tailor shop.
 Theater, including one that sells alcoholic beverages in compliance with state law. (O-1718-51)
 Tier I Medical Marijuana Processor, as allowed by state law. (O-1920-39)
 Tier II Medical Marijuana Processor, as allowed by state law. (O-1920-39)
 Toy store.
 Trade schools and schools for vocational training.

(b) Buildings and structures and uses accessory and customarily incidental to any of the above uses, provided:

(1) There shall be no manufacture, processing or compounding of products other than such as are customarily incidental or essential to retail establishments.

(2) The Planning Commission makes a determination that such operations are not objectionable due to noise, odor, dust, smoke, vibration, danger to life and property or other similar causes which are injurious to the health or safety of the neighborhood.

(c) Any other retail or wholesale store, shop or establishment which in the opinion of the Planning Commission is of similar character to those listed above and is not more objectionable to the area in which located due to reasons specified in paragraph (b)(2) above.

(d) Mixed building in which one or more dwelling units may be located on the upper floor, and an allowance for one (1) residential dwelling unit on the ground floor to be ADA accessible.

(e) The following uses are permitted, but not subject to the language set forth in subparts (b) and (c) above:

Bar, lounge or tavern (O-7677-47; O-9192-18)

Live Entertainment Venue. (O-0102-51)

2. **OPEN SPACE:** No increase to the existing building footprint is being proposed. There is no open/green space on this site. The building footprint covers the site.
3. **PARKING:** The property does not have any on-site parking, and none is proposed. The property will utilize on-street handicap accessible parking spaces, and/or one (1) off-street handicap accessible parking space located within the parking lot directly across from the property on Peters Avenue. With the existing C-3 zoning designation, parking accommodations are not required.
4. **PHASES:** There are no phases planned for the development. The project is planned as a renovation to the existing building to accommodate loft apartments and leasable commercial/office space.
5. **SITE PLAN/ACCESS:** The Site Development Plan (see Exhibit B) for the site is concurrently submitted with the SPUD Narrative and shall be incorporated as an integral part of the redevelopment of the site. There are no changes to the existing building footprint. Access to the property is existing and shall be permitted in the manner depicted on the attached Site Development Plan. Trash will be handled through an existing dumpster located in the adjacent alley. Sidewalks currently exist adjacent to the property. There is an existing exterior egress stairway, located in the existing alley, that may need to be updated and/or relocated to comply with current building codes. The applicant has been made aware of this possible relocation of the exterior stairs.
6. **LANDSCAPING:** In the event of future development, the property shall be in conformance with the City of Norman's ordinances, as amended from time to time.
7. **SIGNAGE:** The signage for this property shall comply with Norman's applicable signage regulations for commercial uses, as amended from time to time.
8. **HEIGHT:** The existing building is two stories in height, and the initial development will be for a renovation to the existing structure. In the event of future development, the maximum building height shall be in accordance with Norman's applicable height regulations from Section 425.1 of the Norman Zoning Ordinance for C-3, Intensive Commercial District.

9. **LIGHTING:** All exterior lighting shall be installed in conformance with any applicable City of Norman Outdoor Lighting Standards, as such may be amended from time to time.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: Peters Avenue west of site is paved and a public alley north of site is paved. Existing sanitary sewer and water serve the site. There is an existing sidewalk adjacent to Peters Avenue.

CONCLUSION: Staff forwards this request for rezoning from C-3, Intensive Commercial District to a SPUD, Simple Planned Unit Development as Ordinance No. O-2122-33 for consideration by the Planning Commission.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JANUARY 13, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Conference Room D, Building A of the Norman Municipal Building, 201 West Gray Street, on the 13th day of January, 2022.

Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <https://norman-ok.municodemeetings.com> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Sandy Bahan
Dave Boeck
Kevan Parker
Michael Jablonski
Steven McDaniel
Erica Bird

MEMBERS ABSENT

Erin Williford

A quorum was present.

STAFF MEMBERS PRESENT

Lora Hoggatt, Planning Services Manager
Colton Wayman, Planner I
Roné Tromble, Recording Secretary
Bryce Holland, Multimedia Specialist
Heather Poole, Asst. City Attorney
Todd McLellan, Development Engineer
Jami Short, Traffic Engineer

* * *

Item No. 5, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE No. O-2122-33, FOR JAMES L. ADAIR REQUESTS REZONING FROM C-3, INTENSIVE COMMERCIAL DISTRICT, TO SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, FOR PROPERTY LOCATED AT 115 S. PETERS AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. SPUD Narrative with Exhibits A-C

PRESENTATION BY STAFF:

1. Colton Wayman reviewed the staff report, a copy of which is filed with the minutes.

PRESENTATION BY THE APPLICANT:

1. Jim Adair, 111 N. Peters Avenue, the applicant, presented the project.
2. Commissioner Boeck made comments and asked questions.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Commissioner Bird made a comment.
2. Commissioner Boeck made a comment.

Dave Boeck moved to recommend adoption of Ordinance No. O-2122-33 to City Council. Steven McDaniel seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Sandy Bahan, Dave Boeck, Kevan Parker, Michael Jablonski, Steven McDaniel, Erica Bird
NAYES	None
MEMBERS ABSENT	Erin Williford

Ms. Tromble announced that the motion, to recommend adoption of Ordinance No. O-2122-33 to City Council, passed by a vote of 6-0.
