



## **CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING**

**Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, June 13, 2023 at 6:30 PM**

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### **AGENDA**

*It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, 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**

## **APPROVAL OF MINUTES**

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

CITY COUNCIL RETREAT MINUTES OF JULY 21-22, 2022

CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 7, 2023

CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 21, 2023

CITY COUNCIL MINUTES OF MARCH 28, 2023

NORMAN UTILITIES AUTHORITY MINUTES OF MARCH 28, 2023

NORMAN MUNICIPAL AUTHORITY MINUTES OF MARCH 28, 2023

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MARCH 28, 2023

## **PROCLAMATIONS**

### **2. CONSIDERATION OF ACKNOWLEDGMENT, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-30: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MONDAY, JUNE 19, 2022, AS JUNETEENTH DAY IN THE CITY OF NORMAN.**

## **COUNCIL ANNOUNCEMENTS**

## **CONSENT DOCKET**

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 3 through Item 22 be placed on the consent docket.

### **First Reading Ordinance**

### **3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2223-48 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADDING ARTICLE 16-XI UNSOLICITED WRITTEN MATERIALS TO CHAPTER 16 HEALTH AND SAFETY, SECTIONS 16-1101 THROUGH 16-1103 TO ADD DEFINITIONS, PROHIBITIONS ON PLACEMENT OF UNSOLICITED WRITTEN MATERIALS, AND PENALTIES FOR VIOLATIONS THEREOF; AMENDING APPENDIX B CITY OF NORMAN PENALTY AND FINE SCHEDULE TO INCLUDE PENALTY FOR VIOLATIONS OF SECTION 16-1102; AND PROVIDING THE SEVERABILITY THEREOF**



4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2223-51 UPON FIRST READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FURTHER AMENDING ORDINANCE O-1819-44 AS AMENDED BY ORDINANCE O-1920-68 AS AMENDED BY ORDINANCE O-2122-32 FIXING THE COMPENSATION OF THE CITY MANAGER AS PROVIDED BY ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE EFFECTIVE DATE FOR COMPENSATION TO BEGIN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

### **Easement**

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2223-39: DEDICATION OF ADDITIONAL PUBLIC UTILITY EASEMENT BY THE CITY OF NORMAN FOR USE BY FRANCISEES AND THE CITY, AND AS A PART OF THE JENKINS AVENUE WIDENING 2019 BOND PROJECT.
6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2223-40: A REPLACEMENT UTILITY EASEMENT FROM THE CITY OF NORMAN TO OKLAHOMA NATURAL GAS FOR THE PURPOSES OF THE JENKINS AVENUE WIDENING 2019 BOND PROJECT.

### **Certificate of Survey**

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2223-2: FOR SUNSET HILLS WITH VARIANCES IN THE MINIMUM FRONTAGE REQUIREMENT, FRONT BUILDING SETBACK WIDTH REQUIREMENT, PRIVATE ROAD WIDTH FOR TRACT FOUR AND EASEMENTS E-2223-37 AND E-2223-38 (GENERALLY LOCATED ON THE EAST SIDE OF 60TH AVENUE NE AND APPROXIMATELY ½ MILE NORTH OF EAST ROCK CREEK ROAD).

### **Contracts**

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. 4 TO CONTRACT K-1213-165: BETWEEN THE CITY OF NORMAN AND GARVER ENGINEERS, IN THE AMOUNT OF \$12,000.00, FOR ADDITIONAL ENGINEERING AND SURVEY SERVICES PERTAINING TO THE VACATION OF RIGHT OF WAY AT THE INTERSECTIONS OF DAWS STREET AND PORTER AVENUE IN CONJUNCTION WITH THE PORTER AVENUE STREETScape 2019 BOND PROJECT, PROJECT BP0418.

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ELEVEN TO CONTRACT K-1617-114: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND P.D.G., L.L.C., D/B/A PLANNING DESIGN GROUP, INCREASING THE CONTRACT AMOUNT BY \$8,903.50 FOR A REVISED CONTRACT AMOUNT OF \$1,928,761 TO PROVIDE ADDITIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES RELATING TO THE NORTH BASE PHASE 2 VEHICLE WASH FACILITY.
10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-1819-132: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FLINTCO L.L.C., FOR THE REAVES PARK RENOVATION CONSTRUCTION PROJECT AND FINAL PAYMENT OF \$291,713.01.
11. CONSIDERATION OF AWARDDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. 2 TO CONTRACT K-1920-49: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND STANTEC IN THE AMOUNT OF \$473,185.60 FOR BIDDING AND PROCUREMENT SERVICES ASSOCIATED WITH THE EQUIPMENT NEEDED FOR THE NORMAN TRAFFIC MANAGEMENT CENTER WITH BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. 2 TO CONTRACT K-2223-1 BY AND BETWEEN THE CITY OF NORMAN AND ARROYO'S CONCRETE LLC DECREASING THE CONTRACT AMOUNT BY \$9,626.95 FOR A REVISED AMOUNT OF \$1,129,570.65 AND THE FINAL ACCEPTANCE OF CONTRACT K-2223-1 AND FINAL PAYMENT OF \$56,478.30 FOR THE URBAN CONCRETE, FYE 2023 LOCATIONS, BID 1 PROJECT
13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-138: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RHOMBIC LLC IN THE AMOUNT OF \$84,000 FOR THE DESIGN OF THE STREET MAINTENANCE BOND FYE 2024 URBAN RECONSTRUCTION PROJECTS AND APPROPRIATION OF \$84,000 FROM THE FUND BALANCE 2021 STREET MAINTENANCE BOND PROGRAM TO THE STREET MAINTENANCE BOND FYE 2024 URBAN RECONSTRUCTION PROJECT ACCOUNTS.
14. CONSIDERATION OF AWARDDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K2223-158: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARKILL IN THE AMOUNT OF \$223,162 FOR DESIGN SERVICES FOR TWO MILES OF MULTIMODAL PATH ALONG STATE HIGHWAY 9 BETWEEN 48th AVENUE SE AND 72nd AVENUE SE WITH BUDGET APPROPRIATIONS (\$110,000 FROM THE 718 N. PORTER ARCHITECTURAL AND ENGINEERING ACCOUNT, \$40,000 FROM TRAFFIC CALMING, AND \$73,162 FROM STREET STRIPING) TO STATE HIGHWAY 9 MULTIMODAL PATH DESIGN.

## **Resolutions**

15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO RESOLUTION R-2021-18: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ESTABLISHING A TWO-YEAR PILOT PROGRAM ALLOWING BUILDING PERMIT FEES CHARGED PURSUANT TO SECTION 6-105 OF THE NORMAN CITY CODE TO BE ADJUSTED AND SATISFIED AS AN INCENTIVE FOR ELIGIBLE DWELLINGS ACHIEVING CERTAIN VISITABILITY STANDARDS SET FORTH IN ICC SECTION A117.1-2009.
16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-141: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA TRANSFERRING \$162,000 FROM THE ROBINSON STREET WEST OF I-35 PROJECT TO THE JENKINS AVENUE WIDENING PROJECT FOR THE RELOCATION OF CITY UTILITY FIBER ON JENKINS AVENUE.
17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-142: A RESOLUTION OF THE TRUSTEES OF THE NORMAN MUNICIPAL AUTHORITY APPROPRIATING \$250,000 FROM SANITATION FUND BALANCE TO SANITATION TIPPING FEE ACCOUNT.
18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-144: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE ACQUISITION CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, FOR THE PURPOSE OF THE JENKINS AVENUE 2019 BOND PROJECT IN THE CITY OF NORMAN; AND DECLARING THE NECESSITY FOR ACQUIRING SAID PROPERTY FOR ROADWAY, UTILITY AND DRAINAGE PURPOSES, AND AUTHORIZING INITIATION OF EMINENT DOMAIN PROCEEDINGS FOR THAT PURPOSE.
19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-145: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY, REDUCING APPROPRIATIONS FROM THE NORMAN FORWARD FUND BALANCE BY \$4,228,415 AND RE-ALLOCATING SURPLUS FUNDS FROM COMPLETED PROJECTS.
20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-148: A RESOLUTION OF THE CITY OF NORMAN APPROPRIATING \$243,000 FROM THE CAPITAL FUND BALANCE TO BE USED FOR FURNITURE AND EQUIPMENT PURCHASES FOR THE ADULT WELLNESS AND EDUCATION CENTER PROJECT.

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-149: A RESOLUTION OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE NORMAN UTILITIES AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF ITS CLEAN WATER SRF PROMISSORY NOTE TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY LEASES ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-150: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY (THE "BORROWER") AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM; APPROVING AND AUTHORIZING CLEAN WATER SRF FUNDING FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$830,000.00; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$830,000, AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A PROJECT COSTS DISBURSEMENT ACCOUNT AND APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY OF NORMAN, OKLAHOMA LEASED ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

## **NON-CONSENT ITEMS**

23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-143: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING A RECOUPMENT PROJECT FOR COSTS ASSOCIATED WITH JENKINS AVENUE WIDENING PROJECT, AN ARTERIAL ROAD, FROM IMHOFF TO LINDSEY STREET.

## **MISCELLANEOUS COMMENTS**

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

## **ADJOURNMENT**

**File Attachments for Item:**

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

CITY COUNCIL RETREAT MINUTES OF JULY 21-22, 2022

CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 7, 2023

CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 21, 2023

CITY COUNCIL MINUTES OF MARCH 28, 2023

NORMAN UTILITIES AUTHORITY MINUTES OF MARCH 28, 2023

NORMAN MUNICIPAL AUTHORITY MINUTES OF MARCH 28, 2023

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MARCH 28, 2023



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/13/2023

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

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

CITY COUNCIL RETREAT MINUTES OF JULY 21-22, 2022  
CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 7, 2023  
CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 21, 2023  
CITY COUNCIL MINUTES OF MARCH 28, 2023  
NORMAN UTILITIES AUTHORITY MINUTES OF MARCH 28, 2023  
NORMAN MUNICIPAL AUTHORITY MINUTES OF MARCH 28, 2023  
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MARCH 28, 2023

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## CITY COUNCIL RETREAT

## MINUTES

July 22-23, 2022

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Retreat at 9:30 a.m. at the NCED Conference Center, Salon Rooms E & F, located at 2801 State Highway 9, Norman, Oklahoma, on the 22nd and 23rd days of July, 2022, and notice and agenda of the meeting were posted at Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

## PRESENT:

Councilmembers Foreman, Grant, Holman, Lynn, Peacock, Schueler, Studley, Tortorello, and Mayor Heikkila

## ABSENT:

None

Item 1, being:

#### ANNUAL TEAM BUILDING AND GOAL PLANNING SESSION REGARDING CITY COUNCIL POLICY AGENDA FOR FYE 2023.

Mayor Heikkila welcomed everyone and said he was looking forward to working with Council to establish goals and objectives for the coming year. He introduced Mr. David Weatherford with Municipal Consultants, who led Council through a Stability Test that Municipal Consultants performs in conjunction with Oklahoma Municipal Assurance Group for cities and towns across the state. The stability test measures ten categories financial stability, Council meetings, public image, economic development, administration, governing body, employees, crisis management, planning and goal setting, and communication. Councilmembers participated in the exercise. Mr. Weatherford said the purpose of participation is to see areas where additional works needs to be done for the City to be successful and encouraged Council to take the test after a few years to see if there has been growth in those areas.

Ms. Kathryn Walker, City Attorney, and Ms. Brenda Hall, City Clerk, provided an overview of the Mayor's duties and Council roles and responsibilities. Additional items covered included social media communications and the use of City issued iPads and cell phones.

#### ***American Rescue Plan Act (ARPA) Funding***

City Manager Pyle highlighted uses for ARPA funds previously approved by City Council as Emergency Operations Center, \$9.5 million; Norman Arts Council, \$100,000; COVID Vaccine Incentives, \$500,000; Lower Imhoff Creek Bank Stabilization, \$3 million; and Business Incubator Programs (NEDC), \$1 million. Potential future uses included Affordable Housing, \$6,245,542, and non-profit support, \$1.9 million.



Item 1, continued:

***Ten Year Elections Schedule***

Councilmembers discussed developing a ten year election schedule and identified the following items that would need to come before the voters in coming years:

Water Rate increase, 2023  
Bridge Bond Program, 2023  
Franchise election for Oklahoma Gas and Electric, 2023  
Regional Transit (RTA), potentially 2024  
Sewer Rate increase, 2024  
NORMAN FORWARD II, 2025  
Street Maintenance Bond Program, 2026  
Street/Transportation Bond Program, 2027  
Public Safety Sales Tax increase, wait for results of the Public Safety Study  
Franchise election for Oklahoma Electric Cooperative  
Franchise election for Oklahoma Natural Gas

The meeting recessed at 5:30 p.m. on July 22, 2022, to reconvene at 9:00 a.m. on July 23, 2022.  
The meeting reconvened at 9:00 a.m. on Saturday, July 23, 2022.

***Policy Agenda and Goal Setting for FYE 2023***

Councilmembers reviewed last year's goals and discussed what to include and/or update for priority moving forward. Councilmembers also participated in a goal setting exercise for FYE 2023 to add to carry-over goals from the previous year.

**FYE 2023 Goals**

***Carryover from FYE 2022***

- NORMAN FORWARD
- Transit review routes – Little Axe Route – rideshare options
- Pattern zoning
- Evaluation of all City fees
- SWMP update – development – drainage impacts on neighborhoods
- Burying utility lines
- Small developer incentives
- OGE Franchise/MOU
- Brandt Park – cooperative partnership with OU
- Restructuring boards, commissions and committees
- Homelessness-Compassionate Relocation Assistance Program, permanent temporary housing
- Tree Ordinance updates (Tree Planting Program and funding)
- Affordable housing
- Protected bike lanes and policies
- Entertainment Overlay District
- Buyer's Guide/unsolicited junk driveway mail
- Policing/Police Accountability
- Comp Plan
- Tourism initiatives – agri-tourism Lake Thunderbird
- Historic buildings protection – old post office

Item 1, continued:

***New Goals***

- East side improvement districts (TIFs) – utilize Neighborhood Alliance to get input from blighted areas on what they want
- Business Development – increasing funding for NEDC? - SEC
- Mental Health/Addiction – working with our partners
- Community engagement award
- Carport Ordinance – affordability of materials
- Noise Ordinance update
- Health Privacy
- Downtown TIF east of the tracks to mirror the one west of the tracks
- Equity in parks across the City; expanded spaces, video game trailer for pop up parks
- Strong Towns – Community Action labs
- Bus Pass Program – partnership opportunities
- Traffic management around campus – works with OU to study area in light of SEC
- Sobering Center – partnership with County
- Update Griffin land ULI Study
- Development of North Base – airport – SEC
- Restructuring Council meetings

The meeting reconvened at 9:00 a.m. on Saturday, July 23, 2022.

Mayor Heikkila thanked everyone for their participation and team effort in this goal setting session. He said the City Clerk will prepare a final report of the proposed goals and priorities.

Councilmembers also discussed possible changes to the meeting procedures for future Council meetings.

Items submitted for the record

1. Oklahoma Municipal Assurance Group Recognition Program, Stability + Training + Handbook in partnership with Municipal Consultants
2. ARPA Funding and Potential Uses
3. 2023 Statutory Election Dates and Deadlines
4. Council Goals and Priorities dated 2021-2022

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The meeting adjourned at 12:19 p.m. on Saturday, July 23, 2022.

ATTEST:

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

\_\_\_\_\_  
Mayor



# CITY OF NORMAN, OK CITY COUNCIL STUDY SESSION

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

Tuesday, February 07, 2023 at 5:30 PM

## MINUTES

*It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.*

### CALL TO ORDER

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

### PRESENT

Mayor Larry Heikkila  
Councilmember Ward 1 Brandi Studley  
Councilmember Ward 2 Lauren Schueler  
Councilmember Ward 3 Kelly Lynn  
Councilmember Ward 4 Helen Grant  
Councilmember Ward 5 Rarchar Tortorello  
Councilmember Ward 6 Elizabeth Foreman  
Councilmember Ward 7 Stephen Holman  
Councilmember Ward 8 Matthew Peacock

### ABSENT

None

### AGENDA ITEMS

1. PRESENTATION FROM THE XENIA INSTITUTE REGARDING THE COMMUNITY DIALOGUE ON CIVILITY.

Mr. David Spain, President of the Xenia Institute for Social Justice, said the Xenia Institute was established in 2009 and focuses its attention on issues that have become contentious in the City and seeking to bring people together for better conversations and deeper understanding.

Mr. Spain said Xenia means “hospitality” and Xenia Institute has hosted community conversations about community policing, bullying in schools, high-density development, and refugee and immigration concerns. He said over the past two years, Xenia Institute has focused more of its energies on finding ways to address incivility, which seems to have increased in Norman recognizing that such acrimony is not unique to Norman. During two planning sessions with the Center for Public Life, a model for civil discourse was developed to invite participants to respond to six questions within small groups. The purpose of the model is not only to allow participants to hear others’ concerns and differences, but to discover shared values thereby striving to engage with one another in a respectful and honest manner.

Ms. Lynne Miller, Xenia Institute volunteer, said approximately 35 people participated in four sessions that included a mix of men and women of varying ages and ethnic backgrounds, some retired and some still working, some who have lived in Norman for a short time and some who have lived in Norman their entire lives. There seemed to be concerns regarding political divisiveness and lack of civility by and between City officials as well as a minority of people who are a part of the public at-large that is aggravating the situation more. She said social media has added fuel to that fire because with the decline of newspapers, the sense of community and trust has diminished and, conversely, divisive issues and lack of civility are now coming to the surface on social media platforms. She said this rancor is not exclusive to City Council, it is happening throughout the community and there is a belief that fear is driving the anger. She said divisiveness is driven by fear and the overwhelming presence of social media, the spreading of non-truths, and lack of filters for hateful thoughts and defamation exceedingly increase volatility and contribute to ignorance, which breeds fear.

Among the fears expressed by participants was the inability to provide for and protect their families; losing the comfortable way of life to which they are accustomed; and becoming vulnerable or a target of antagonism for speaking up.

While a small majority of participants seemed unwilling to acknowledge that problems exist within Norman, the overarching view of most of the participants was that the Norman of the past has disappeared. Ms. Miller said four specific concerns included encouragement to take sides thereby deliberately creating divisiveness; the use of hurtful labeling, such as saying “those people,” which is magnified on social media; development of “tribalism” or people living in pods by congregating to like-minded people or groups creating an “us” versus “them” mentality; and loss of confidence and/or trust in government at all levels. She said political issues have become very partisan, which can become a problem.

Participants unanimously identified two substantive issues facing Norman that include homelessness and lack of adequate mental healthcare, particularly for the youth. Everyone agreed that resources and public awareness are critically lacking in connection with both problems. Other issues included economic divisions among the Norman population; lack of knowledge of the limited resources dedicated to sustaining the environment; the workforce shortage; decreasing affordability of living in Norman; and the concentration of citizens living in poverty in particular areas, which may lead to an increase in crime.

Mr. Spain said Xenia Institute would like to build a model that could be shared with other groups to host their own forums. He said Neighborhood Alliance may be able to help facilitate some of the dialogue.

Items submitted for the record

1. Dialogues Hosted by the Xenia Institute for Social Justice Report

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2. PRESENTATION FROM RAFTELIS REGARDING COST OF SERVICES STUDY FOR UTILITY RATES.

Mr. Chris Mattingly, Director of Utilities, said Raftelis was hired to provide a Water and Wastewater Cost of Service Study, which is the topic of tonight's discussion and introduced Mr. Todd Cristiano of Raftelis.

Mr. Cristiano said water and wastewater costs continue to increase nationwide, which affects everyone. He said Raftelis' rate study includes a financial plan, cost of service, and rate design. He said Norman's last rate increase was in 2015, and since that time, water and wastewater costs have increased approximately 28%.

The water utility Capital Improvement Program (CIP) over the next ten years will cost \$394.5 million, which includes \$196 million in 2028 for a Chromium Project. He said water and wastewater expenditures are anticipated to increase by 45% in 2026, which cannot be sustained by current revenue.

The Cost of Service Analysis assigns operating and capital costs to customers based on their specific demand requirements to ensure everyone is paying their proportionate share whether that is residential, commercial, or irrigation services.

Mr. Cristiano said incorporating values in the rate design pricing objectives includes revenue stability; cost recovery between classes; cost recovery with classes; cost of recovery between existing and new customers; efficient water use pricing signal; demand management; essential use pricing; citizen vote approval; customer impact; and ease of administration/implementation.

Mr. Cristiano highlighted two water rate alternatives that include Alternative One: recover costs by class and maintain existing residential and commercial structure and Alternative Two: charge a higher base fee to improve revenue stability and adjust tier rates for residential and commercial to encourage wise water use.

Mr. Cristiano highlighted proposed residential rate alternatives, currently is a base fee of \$6 with a Capital Improvement Charge (CIC) of \$1.50, as follows:

Tiers	Gallons	Current Rate	Alternative One: Across the Board	Alternative Two: Fixed Charge Recovery
Base Fee		\$6.00 + \$1.50	\$7.70 + \$1.50	\$10.90 + \$1.50
Tier 1	0-5	\$3.35	\$4.27	\$ 3.46
Tier 2	5-15	\$4.10	\$5.23	\$ 4.50
Tier 3	5-20	\$5.20	\$6.63	\$ 6.75
Tier 4	More than 20	\$6.80	\$8.67	\$ 9.51

Proposed commercial rate alternatives, currently a base fee \$6.00, are as follows:

Tiers	Gallons	Current Rate	Alternative One: Across the Board	Alternative Two: Fixed Charge Recovery
Base Fee		\$6.00	\$7.70	\$10.90
Tier 1	0-AWC*	\$3.80	\$5.62	\$ 5.15
Tier 2	More than AWC	\$4.20	\$6.21	\$ 7.72

\*AWC = Average Winter Consumption

Proposed irrigation rate alternatives currently a base fee of \$6 with a Capital Improvement Charge (CIC) of \$1.50, are as follows:

Tiers	Gallons	Current Rate	Alternative One: Across the Board	Alternative Two: Fixed Charge Recovery
Base Fee		\$6.00 + \$1.50	\$7.70 + \$1.50	\$10.90 + \$1.50
Tier 1	0-5	\$3.35	\$4.27	\$ 3.46
Tier 2	5-15	\$4.10	\$5.23	\$ 4.50
Tier 3	5-20	\$5.20	\$6.63	\$ 6.75
Tier 4	More than 20	\$6.80	\$8.67	\$ 9.51

Mr. Cristiano said residential monthly water bills can have various levels of consumption and highlighted costs as \$24.25 at current rate, \$25.25 under Alternative One and \$29.70 under Alternative 2 for five gallons or less usage; \$44.75 at current rate, \$56.70 under Alternative 1, and \$52.20 under Alternative Two for up to 10 gallons usage; and \$91.25 under current rate, \$116.00 under Alternative 1, and \$108.45 under Alternative 2 for up to 20 gallons usage.

A comparison of peer cities include Edmond; Stillwater; Newcastle; Mustang; Oklahoma City; Midwest City; Moore; and Tulsa, with Norman having the lowest water residential utility rates and even under a fixed recovery charge rate, Norman would remain the lowest.



The Financial Plan includes fully funding operations and maintenance, covering existing debt service, and transitioning to debt-financed capital (non-growth) through FYE 2028. Mr. Cristiano said revenue adjustments will be needed in FYE 2024, to maintain wastewater reserves in line with Norman policies. The Water Reclamation Facility (WRF) is projected to run deficits by FYE 2026 and expend existing reserves by FYE 2029. When looking at transitioning to debt-financed CIP, current rates will not support the planned CIP on a cash financed basis. He said cash financing capital would suggest higher reserves that are target appropriate; existing debt maturities freeing up debt capacity; rebalancing level of cash versus debt financing will minimize rate increases; and debt financing is projected through FYE 2027. In FYE 2028 through FYE 2031 reserves will be sufficient to cash finance more projects.

Wastewater Utility revenue and expenditures are currently below targeted estimates and accumulation of adequate reserves could allow for future transition to cash financing CIP. Alternative One: Across the Board, increase would maintain the current structure and charge an equal percentage increase on the base fee plus volumetric rates billed on average AWC. Alternative Two: Fixed Charge Recovery would modify the current structure to increase revenues from base fee as well maintain volumetric rates at current level.

Rate structure alternatives with no cost of service adjustment due to AWC billing practices include Alternative One, Across the Board increase: maintain current structure with an equal percentage increase on base fee plus volumetric rates billed on AWC; and Alternative Two, Fixed Charge Recover: modify current structure to increase revenues from base fee, increase base fee, and maintain volumetric rates at current level.

Proposed residential and commercial rates for wastewater utility are as follows:

Description	Gallons	FYE 24 Existing	Alternative One: Across the Board	Alternative Two: Fixed Charge Recovery
Base Fee		\$5.00	\$5.50	\$6.75
	Per 1,000	\$2.70	\$2.97	\$2.70

The average residential customer wastewater bill for customers using 4,000 gallons per month is currently \$21.30 and would increase to \$22.38 under Alternative 1 and \$23.05 under Alternative 2. The average residential customer wastewater bill for customers using 8,000 gallons per month is currently \$32.10 and would increase to \$34.76 under Alternative 1 and \$33.85 under Alternative 2.

A comparison of other peer cities that included Edmond; Stillwater; Newcastle; Mustang; Oklahoma City; Midwest City; Moore; Tulsa; and Blanchard show that Norman has the a lower residential wastewater utility rates with the exception of Newcastle and Blanchard.



Mr. Cristiano highlighted the total FYE 2024 rate revenue required with increase as follows:

Customer Class	Revenue with Proposed Increase	Cost of Service with Proposed Increase
Residential	\$22.4 million	\$21.7 million
Commercial	\$ 4.5 million	\$ 5.1 million
Irrigation	\$ 1.8 million	\$ 1.9 million
CIC Charges	\$ 2.1 million	\$ 2.1 million
<b>TOTAL</b>	<b>\$30.9 million</b>	<b>\$30.9 million</b>

Item 2, continued:

Councilmember Tortorello said he would like to see a third option with water rates in the middle of Alternative 1 and Alternative 2.

Councilmember Schueler said she could support Alternative 2 because Norman will still be comparatively lower than peer cities. She said this option will also promote conservation, which is a key component.

Councilmember Peacock said whatever option Council chooses will have to be approved through the court of public opinion so it needs to be equitable. He said Alternative 2 seems to be the less aggressive option.

Mayor Heikkila said there seems to be consensus among Council for Alternative 2 for water and wastewater.

Councilmember Grant said she would like to have a survey first with a possible fall election and Mr. Darrel Pyle, City Manager, said a survey could be a good educational tool as well.

Items submitted for the record

1. PowerPoint presentation entitled, "City of Norman 2022 Water and Wastewater Cost of Service Study," dated February 7, 2023

\* \* \* \* \*

## ADJOURNMENT

The meeting was adjourned at 7:20 p.m.

ATTEST:

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

\_\_\_\_\_  
Mayor



# CITY OF NORMAN, OK CITY COUNCIL STUDY SESSION

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

Tuesday, February 21, 2023 at 5:30 PM

## MINUTES

*It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.*

### CALL TO ORDER

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

### PRESENT

Mayor Larry Heikkila  
Councilmember Ward 2 Lauren Schueler  
Councilmember Ward 4 Helen Grant  
Councilmember Ward 5 Rarchar Tortorello  
Councilmember Ward 6 Elizabeth Foreman  
Councilmember Ward 7 Stephen Holman  
Councilmember Ward 8 Matthew Peacock

### ABSENT

Councilmember Ward 3 Kelly Lynn

### AGENDA ITEMS

#### 1. PRESENTATION OF THE NORTH BASE FACILITIES MASTER PLAN.

Mr. Shawn O'Leary, Director of Public Works, introduced Ms. Sarah Margaret Hendrickson with ADG, Inc., and Mr. Tony Blatt from ADG/Blatt Architects. He said multiple City departments share the North Base property. He said the North Base Facility is a 70 year old facility constructed in 1952 by the United States (U.S.) Navy.

Mr. O'Leary highlighted the timeline of the project that included a Request for Proposal in July 2021; contract awarded to ADG/Blatt Architects in October 2021; information gathering in December 2021; Operational Analysis in January 2022; Program Development in March 2022; Conceptual Design in May 2022; Feasibility Study in August 2022; Final Report Development in December 2022; and final report and presentation tonight. He said North Base consists of 25.8 acres and is home to Line Maintenance; Fleet Maintenance; Traffic Division; Sanitation Division; Transit Division; Fire Department Training Facility; Parks Maintenance; and the Compressed Natural Gas (CNG) Fuel Facility. During the North Base Facilities Master Plan (NBMP) discussion phase, Staff was asked if the Lindsey Street Yard, that consists of 5.2 acres on Lindsey Street, could be moved onto North Base, which Mr. O'Leary said is possible; however, more land would be needed as well as a clever phasing plan. He said the Lindsey Street Yard houses Staff from the Street and Stormwater Divisions as well as Information Technology (IT) (fiber network building).

Mr. O'Leary said the current Fleet Maintenance Facility has no insulation, poor ventilation, is not energy efficient, and contains asbestos. The Fleet Maintenance Facility is about one-half the size it needs to be (according to a third party Fleet Management Study conducted in 2015), has no drive-thru bays, has inadequate vertical clearance, and although it has had multiple modifications by the City it has insufficient storage and a need for systemized organization. North Base has a hodge-podge of storage facilities from the Navy Base (Quonset huts) and storage needs overlap into different programmed spaces. He said there is inadequate space for large tools, construction materials, and bulk storage and material storage is a concern especially for equipment staging during weather events as well as salt barn capacity.

There is also inefficient circulation of vehicles; limited employee parking; need for parking of staged or work-in-progress (WIP) vehicles; need for secure parking of vehicles; need for systemized circulation of vehicles; lack of adequate employee spaces; lack of gathering areas; lack of properly sized meeting spaces; and employee growth is limited to space.

Mr. Black said the goal of the NBMP is to develop a sound, actionable, and fiscally responsible facilities master plan that supports all aspects of multiple City of Norman departments' operational needs existing now and over the next 30 years. He said there is additional land south of North Base (13.3 acres) with an appraised value of \$1.7 million currently owned by the University of Oklahoma (OU) that could possibly be acquired. He said if Lindsey Street Yard is relocated to North Base then that land could be sold for the appraised value of \$1.4 million. The North Base land acquisition would allow for entry/exit points off Goddard Avenue and Da Vinci Street onto Flood Avenue. Currently, Goddard Avenue is a private road owned and maintained by OU and the City does not have permission from OU to access that road so that is why it is not being utilized today. Mr. O'Leary said even if the City acquired this property, they would still need permission from OU to utilize portions of Goddard Avenue and Staff would be happy to enter into negotiations with OU regarding the land and street access.

Item 1, continued:

Mr. Black said smaller vehicles would be relocated to the perimeter of the property to include covered parking for fleet vehicles as well as electric vehicle (EV) charging stations. There will also be space for larger vehicle parking and storage for vehicles going to auction.

Mr. Black highlighted proposed phasing of the project that includes Phase I: fuel island relocation, Goddard access, and additional fueling island at Fill Station – 2023, \$4.3 to \$5.6 million – 2033, \$11 to \$14.5 million – 2053, \$51.7 to \$67.8 million; Phase II: address overhead power – 2023, \$670,000 to \$895,000 – 2033, \$1.7 to \$2.3 million – 2053, \$8.1 to \$10.8 million; Phase III: Fleet Maintenance Bays and maintaining daily operations - 2023, \$7.5 to \$12.2 million – 2033, \$19.4 to \$31.8 million – 2053, \$90.4 to \$148 million; Phase IV: partial building demolition, additional maintenance bays for Traffic Division, and sign shop – 2023, \$5.1 to \$8.3 million – 2033, \$13.3 to \$21.6 million – 2053, \$62.1 to \$101 million; Phase V: final facility build-out, covered parking, and EV charging stations – 2023, \$13 to \$18.9 million – 2033, \$33.7 to \$49 million – 2053, \$157 to \$229 million; Phase VI: administration construction and employee parking construction – 2023, \$11.2 to \$15.4 million – 2033, \$29 to \$40 million – 2053, \$135 to \$187 million; Phase VII: fire training tower demolition/relocation and Facility Maintenance building – 2023, \$10.5 to \$14.4 million – 2033, \$27.2 to \$37.3 million – 2053, \$127 to \$174 million; Phase VIII: fire training tower relocation, Fire Department expansion, and additional department maintenance and storage – 2023, \$7.9 to \$10.3 million- 2033, \$20.5 to \$26.7 million – 2053, \$95.4 to \$124 million; Phase IX: secure auction parking lot, supplemental fleet and employee parking, salt barn/brine production, bulk material storage, and equipment staging/light pole storage – 2023, \$12.2 to \$17.5 million – 2033, \$36.9 to \$54 million – 2053, \$184 to \$271 million; and Phase X: additional work area/maintenance bays and covered parking with EV charging – 2023, \$15.4 to \$22.9 million – 2033, \$40.1 to \$59.3 million – 2053, \$187 to \$277 million. Total project costs in 2023, are estimated to be \$75.6 to \$109 million, in 2033, will be \$196 to \$282.5 million, and 2053, will be \$913.9 million to \$1.3 billion.

Next steps include adoption of plan, acquisition of land, and exploring financing options.

There was consensus to move forward with adoption of the Plan.

Councilmember Peacock asked if National Infrastructure Plan funds could be used for infrastructure portions of the NBMP and Mr. Darrel Pyle, City Manager, said he has not seen the federal infrastructure plan, but it may be possible that some infrastructure within the NBMP could be eligible for federal money. Mr. O'Leary said General Obligation (G.O.) Bonds (requiring an election) are common uses for these types of projects, but believes the plan will need a hybrid of financing options.

Ms. Brenda Hall, City Clerk, said she would email the election calendar to Council to update them on what issues are coming forward regarding water/sewer rates, bridges, etc.

Item 1, continued:

Items submitted for the record

1. PowerPoint presentation entitled, "North Base Facilities Master Plan," dated February 21, 2022

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Mayor Heikkila said Item 3 will be discussed prior to Item 2.

### 3. DISCUSSION REGARDING APPOINTMENTS FOR THE COMPREHENSIVE PLAN AD HOC COMMITTEE AND STRONG TOWN AD HOC COMMITTEE.

Mayor Heikkila said Mary Elizabeth Mock with Garver Engineering (Garver) said Garver was selected to lead Norman's 2045 Comprehensive Plan along with their partnering team from RDg Planning and Design (RDg). She said the RDg team is experts in comprehensive planning. She said Garver understands the local dynamics since they are local to Norman and have a lot of ideas on what is happening in Norman while RDg brings a wonderful national perspective. She said Norman's 2045 Comprehensive Plan is truly expansive and includes a housing market and affordability strategy; a Comprehensive Transportation Plan; Stormwater Master Plan; Sanitation Master Plan; Water Hydraulic Modeling update; and Wastewater Master Plan. She said together, Garver and RDg will put together a playbook that provides a win for the community and its future.

Goal One is to produce something realistically visionary, Goal Two is to build consensus, and Goal Three is to create a useful plan. Ms. Mock said to accomplish these goals, an effective steering committee is critical to success. She said the comprehensive plan will be managed by the Core Management Team as well as City Staff, City Council, and a Steering Committee made up of community members. The Steering Committee will consist of a Committee Chair with ten to 13 members that will be the voting body of a strategic Council that will oversee 24 to 30 subcommittee members. The Steering Committee will ensure the flavor and feel of the Comprehensive Plan reflects desires of the community by reviewing Master Plans' recommendations; ensure the master plans work as a family of documents, reinforcing and supporting the 2045 Comprehensive Plan vision and representing the diversity and variety of Norman's citizens.

Ms. Mock said the Steering Committee will consist of two City Councilmembers and two Planning Commission members as well as a representatives from economic development; OU; major employers; young professionals; human services; developers; builders; tradeworkers; and advocacy groups. The subcommittees are meant to provide guidance at the Master Plan level and give input on subject matters for which they have experience, expertise, or a particular passion. At Staff's request, the subcommittees will be divided into groups that include utilities, transportation, stormwater, and housing all to be managed by Staff employed within those fields.



Ms. Mock said the Utilities subcommittee members could consist of Utilities Staff; an OU Professor knowledgeable about water, wastewater, sanitation, etc.; representatives from the Oklahoma Department of Environmental Quality (ODEQ); Oklahoma Water Resources Board (OWRB); Homeowner Association (HOA) Officers; developers; and builders. The Transportation subcommittee members could consist of Public Works Staff; OU Professor knowledgeable about transportation issues; representatives from ODEQ; OWRB; HOA Officers; developers; and builders. The Stormwater subcommittee could consist of Public Works Staff, representatives from the disability community; bicycle/pedestrian advocates; Association of Central Oklahoma Governments (ACOG); Cleveland County; and Westheimer Airport. The Housing subcommittee could consist of Community Development Staff and representatives for realtors; builders; developers; landlords; non-profit developers; Norman Housing Authority; and providers for the homeless.

Councilmember Schueler felt Council needed more time to discuss who should serve on these committees because this is an important task that cannot be rushed and Mayor Heikkila agreed. He said he chose applicants based on their skill and expertise, but Council needs to discuss which applicant is best suited for each committee. Councilmember Schueler volunteered to serve on the Steering Committee.

Councilmembers felt the Strong Town Ad Hoc Committee applicants were appropriate and few changes were needed.

Ms. Hall said the Planning Department will not be bringing the contract with Garver forward to Council until the last meeting in March or first meeting in April so this gives Council an opportunity to meet one more time to discuss the appointments. Staff suggested meeting March 17, 2023, for further discussion and Council concurred.

#### Items submitted for the record

1. PowerPoint presentation entitled, "Delivering Norman's Plan for 2045: Your Playbook for the Future," dated February 21, 2023

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## 2. DISCUSSION REGARDING THE NEIGHBORHOOD ALLIANCE PROGRAM.

Ms. Lisa Krieg, Community Development Block Grant (CDBG) Manager, said Neighborhood Alliance is an organization that coordinates the development of neighborhood associations in central Oklahoma through training, networking, organizational support and information services to improve active participation in building sustainable neighborhoods. She said the City of Norman has been funding its local Neighborhood Alliance for 15 years and they have been an amazing resource for their CDBG Program. She introduced Ms. Georgiane Rasco, Executive Director of Neighborhood Alliance, and Mr. Leo Zombolo, Norman Community Program Organizer.

Ms. Rasco said the Neighborhood Alliance's mission is to create safe, attractive, and healthy neighborhoods. Ms. Rasco said Neighborhood alliance believes in protecting property values and creating great places to live, work, and play. Neighborhood Alliance also believes in knowing neighborhood police and fire officers by their first names; believes in front porches, sidewalks, and neighborhood parks; and believes people do not have to move in order to live in a better neighborhood. She said the number one crime prevention tool is to create a more social neighborhood and Neighborhood Alliance encourages citizens to educate themselves to be better, more involved, and more informed citizens. Neighborhood Alliance believes neighbors, City Council, and municipal employees all want a great City filled with great neighborhoods. She said Neighborhood Alliance believes that with support and training, all citizens have the power to be great neighborhood leaders and lead neighborhood change.

Ms. Rasco said Neighborhood Alliance is a non-profit organization with a diverse Board of Directors. The Neighborhood Alliance supports approximately 600 different neighborhoods, which equals about 225,000 households with 350 crime watch patrol programs in Oklahoma City and Edmond. Mayor Heikkila asked about Norman's statistics and Ms. Rasco said there are none because the Neighborhood Alliance does not have a contract with the Norman Police Department (NPD) and that has to be done in cooperation with the NPD.

Mr. Zombolo said the Neighborhood Alliance identified four stages of the neighborhood life cycle that includes growth, stability, decline, and renewal. He said it is inevitable for a neighborhood to go through decline because volunteer associations are just that, volunteers. He said that is when the Neighborhood Alliance steps in to find those officers and leaders to create the next phase of renewal, which is growth. He said when strangers start acting like neighbors, communities are transformed. He said it is very important that residents know the City is a partner with them and the Neighborhood Alliance wants to create that partnership. The Neighborhood Alliance has held some community workshops in Norman to teach residents how to maintain private roads and waterways.

Ms. Rasco said when the Neighborhood Alliance contracted with the CDBG Department in Norman, they immediately developed focus groups that made it clear Norman is not Oklahoma City and did not want to be Oklahoma City. She said the Neighborhood Alliance understands that Norman is a unique City so their goal is to learn more about what residents in Norman want in their neighborhoods and provide the tools to make that happen.

Ms. Rasco said the Neighborhood Alliance's biggest job is teaching neighborhood leaders how to advocate for themselves and to empower residents through an organization in their neighborhood to compile needs and better emphasize those needs to City leaders. She said many times, citizens do not know who to contact for various issues within their neighborhood or are unaware of their responsibilities as a property owner.



Councilmember Holman said a partnership with NPD is vital to help NPD make better connections with the community they serve, get information out about what the NPD is doing to address issues, and provide a better avenue for the neighborhoods to talk directly to NPD about issues. He would like to see a partnership with NPD moving forward. He said the reason he supported the contract with Neighborhood Alliance was to help neighborhoods that did not have a HOA or had a defunct HOA to figure out how to address problems in their neighborhood.

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4. DISCUSSION REGARDING THE APPOINTMENT TO FILL THE VACANT WARD ONE COUNCIL SEAT.

Mayor Heikkila said Mr. Austin Ball was elected as Ward One Councilmember to be sworn in the first meeting of July; however, the people have spoken and he will be sworn in next Tuesday to complete the current term for the vacant Ward One seat. He will take the oath again in July to serve his two-year term.

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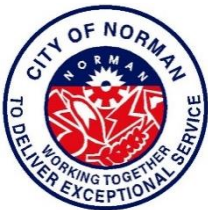
**ADJOURNMENT**

The meeting was adjourned at 7:48 p.m.

ATTEST:

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City Clerk

\_\_\_\_\_  
Mayor



# CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, March 28, 2023 at 6:30 PM

## MINUTES

*It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.*

## CALL TO ORDER

Mayor Heikkila called the meeting to order at 6:30 p.m.

## ROLL CALL

### PRESENT

Mayor Larry Heikkila  
Councilmember Ward 1 Austin Ball  
Councilmember Ward 2 Lauren Schueler  
Councilmember Ward 3 Kelly Lynn  
Councilmember Ward 4 Helen Grant  
Councilmember Ward 5 Rarchar Tortorello  
Councilmember Ward 6 Elizabeth Foreman  
Councilmember Ward 7 Stephen Holman  
Councilmember Ward 8 Matthew Peacock

## PLEDGE OF ALLEGIANCE

Mayor Heikkila led the Pledge of Allegiance.

## APPROVAL OF MINUTES

1. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:  
 CITY COUNCIL SPECIAL MEETING MINUTES OF OCTOBER 11, 2022  
 CITY COUNCIL CONFERENCE MINUTES OF JANUARY 10, 2023  
 CITY COUNCIL MINUTES OF JANUARY 10, 2023  
 NORMAN UTILITIES AUTHORITY MINUTES OF JANUARY 10, 2023  
 NORMAN MUNICIPAL AUTHORITY MINUTES OF JANUARY 10, 2023  
 NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JANUARY 10, 2023  
 CITY COUNCIL STUDY SESSION MINUTES OF JANUARY 17, 2023  
 CITY COUNCIL CONFERENCE MINUTES OF JANUARY 24, 2023  
 COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF JANUARY 26, 2023  
 CITY COUNCIL SPECIAL MEETING MINUTES OF MARCH 14, 2023

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 6 Foreman.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

### Items submitted for the record

1. Staff Report dated March 28, 2023, from Brenda Hall, City Clerk
2. City Council Special Session minutes of October 11, 2022
3. City Council Conference minutes of January 10, 2023
4. City Council minutes of January 10, 2023
5. Norman Utilities Authority minutes of January 10, 2023
6. Norman Municipal Authority minutes of January 10, 2023
7. Norman Tax Increment Finance Authority minutes of January 10, 2023
8. City Council Study Session minutes of January 17, 2023
9. City Council Conference minutes of January 24, 2023
10. Community Planning and Transportation Committee minutes of January 26, 2023
11. City Council Special Meeting minutes of March 14, 2023

**The Minutes were Approved.**

\* \* \* \* \*

## PROCLAMATIONS

2. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-11: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, APRIL 22, 2023, AS EARTH DAY AND MARCH 22 THROUGH MAY 13, 2023, AS GREEN NORMAN ECOMONTH IN THE CITY OF NORMAN.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Michele Loudenback, Environmental and Sustainability Manager
2. Proclamation P-2223-11

Participants in discussion

1. Ms. Rachel Proctor, Staff Engineer for the Utilities Department, accepted the proclamation and thanked the Council

**Receipt of Proclamation P-2223-11 was Acknowledged.**

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3. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-14: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, APRIL 23, 2023, AS ARBOR DAY IN THE CITY OF NORMAN.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 2 Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Colin Zink, Urban Forester
2. Proclamation P-2223-14

Participants in discussion

1. Ms. Mariah Menzie, Arborist and Master Gardener, accepted the proclamation and thanked the Council

**Receipt of Proclamation P-2223-14 was Acknowledged.**

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4. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-15: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF APRIL 9 THROUGH 15, 2023, AS NATIONAL TELECOMMUNICATOR WEEK IN THE CITY OF NORMAN. Item 1.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Brenda Hall, City Clerk
2. Proclamation P-2223-15

Participants in discussion

1. Ms. Andrea Lewis, Susannah Bishop, and David Grissam, Communications Supervisors, and Pamela Seago and Jorian Jewell, Communication Officers, accepted the proclamation and thanked the Council

**Receipt of Proclamation P-2223-15 was Acknowledged.**

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5. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-16: A PROCLAMATION OF THE MAYOR OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF APRIL 9 THROUGH 15, 2023, AS NATIONAL ANIMAL CONTROL OFFICER APPRECIATION WEEK IN THE CITY OF NORMAN.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 6 Foreman.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Brenda Hall, City Clerk
2. Proclamation P-2223-16

Participants in discussion

1. Ms. Kellee Robertson, Shelter Manager, accepted the proclamation and thanked the Council

**Receipt of Proclamation P-2223-16 was Acknowledged.**

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6. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-17; A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2023, AS CHILD ABUSE PREVENTION MONTH IN THE CITY OF NORMAN. Item 1.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Brenda Hall, City Clerk
2. Proclamation P-2223-17

Participants in discussion

1. Mr. Saeed Sarani, Executive Director of Bethesda, Inc., accepted the proclamation and thanked the Council

**Receipt of Proclamation P-2223-17 was Acknowledged.**

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## **COUNCIL ANNOUNCEMENTS**

Medieval Fair. Councilmember Ball said the Medieval Fair is coming up on April 5-7.

Councilmember Holman urged citizens to support the Medieval Fair.

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Water Reclamation Facility. Councilmember Ball thanked Mr. Chris Mattingly, Director of Utilities, for taking him on a tour of the Water Reclamation Facility and updating him on the installation of new water lines throughout Norman. He said although it is an inconvenience, the project is necessary.

\*

Water Rate Election. Councilmember Ball said there is a Water Rate Election coming up and although no one likes costs to go up, the City of Norman has the lowest water rates around. He said after the increase, the costs would remain at the bottom of the scale in comparison with other cities. He said there have been several water main breaks, which wastes hundreds of gallons of water and shuts down businesses. He said this is a good thing for the city.

\*

Colonial Estates Park Cleanup. Councilmember Ball said there will be a cleanup event at Colonial Estates Park from 10:00 a.m. to 12:00 p.m. on April 2nd led by Ms. Susan Sparks Smith. He said the City would provide trash bags and gloves to the volunteers. He said he will be there with his kids and invited everyone to attend.

\*

## Council Announcements, continued:

Norman Family Roundup at Antioch Church. Councilmember Ball announced that the Norman Family Roundup at Antioch Church will be on April 1st from 5-7 p.m. at 1330 East Lindsey Street. He said there will be free food, pony rides and games. He said Antioch Church also provides snacks to young people every day from 3-5 p.m. He said the event is open to all elementary age children. He said the church also sends home a boxed lunch, which really helps families. He encouraged everyone to attend.

\*

Representing the City. Councilmember Lynn said he goes to court on April 5th to see if he will or will not remain a councilmember. He said he appreciates the opportunity he was given to represent the City of Norman. He said whenever he leaves; he will walk out with his head held high from what he has accomplished.

\*

CCFBC Tour. Councilmember Grant thanked Councilmember Holman and former Councilmember Lee Hall for accompanying her last weekend on the Center City Form Based Code (CCFBC) Tour. She said they were able to tour a building that could qualify as affordable housing. She said many people on the tour voiced their approval of more affordable housing.

\*

Norman Arts Council. Councilmember Grant congratulated the Norman Arts Council for surpassing their \$15,000 goal on their fundraiser by raising \$20,000.

Councilmember Foreman thanked the Norman Arts Council for hosting a panel with Councilmembers Grant, Peacock and herself. She said they discussed future projects, collaborations, and the hotel tax increase.

\*

Neighborhood Cleanup Day in Ward 4. Councilmember Grant said she is planning a neighborhood cleanup event and will provide details at a later date.

\*

Child Abuse Awareness Month. Councilmember Grant announced there will be a Blue Light Ceremony on Saturday, April 1st, from 7-8 p.m. at Legacy Trail Park for Child Abuse Awareness Month.

Mayor Heikkila said he wanted to reiterate the importance of Child Abuse Awareness Month. He said 785 children were hurt in Cleveland County last year; he said this was a lot of children and a lot of pain. He urged everyone to join him at the lighting ceremony where every child's name is read aloud which keeps them in our thoughts.

\*



Council Announcements, continued:

Thanks to Staff. Councilmember Tortorello thanked Mr. Shawn O'Leary, Director of Public Works, and his crew for everything they are doing in Ward 5 to pick up the debris from the tornado. He thanked Mr. Chris Mattingly, Director of Utilities, for everything he has done. He thanked Mr. Darrel Pyle, City Manager, for his leadership.

\*

Debris Pickup. Councilmember Tortorello reminded Ward 5 constituents that the last debris pickup ends April 8th. He said if there are any issues please call him.

\*

Recognition of Emergency Medical Personnel. Councilmember Foreman congratulated the City's Emergency Medical personnel. She said she will be glad when the dispatchers rise out of that basement into a new building full of light.

\*

Spring Trash Pickup Events. Councilmember Foreman said the Big Trash Pickup day for Ward 6 is Thursday, April 22nd.

\*

Sutton Wilderness Cleanup. Councilmember Foreman said she and Councilmember Peacock will be hosting a cleanup at Sutton Urban Wilderness on Saturday, May 6th.

\*

NORMAN FORWARD Projects. Councilmember Holman thanked everyone that came to the Ribbon Cutting for Phase 1 of the Reaves Park project on Saturday, March 25th. He said Mayor Heikkila threw out the first pitch and Councilmember Ball attended the event. He said this is a NORMAN FORWARD initiative for the new T-Ball Fields and he has received many compliments on the new fields. He said there would be more improvements coming to Reaves Park over the next few years. He said the next NORMAN FORWARD Projects to be opening soon are the Young Family Athletic Center and the Adult Wellness and Education Center. He said this would mark a very important milestone with the NORMAN FORWARD Initiative because almost all of the projects will have been completed in an eight-year period and it is a 15-year sales tax so there will be other smaller projects that will be done over the next few years.

\*

Earth Day. Councilmember Holman reminded citizens that Earth Day will be at Reaves Park on April 23rd.

\*

## Council Announcements, continued:

Community Planning and Transportation Committee. Councilmember Holman urged everyone to attend or watch the next CPTC meeting and urged constituents to contact him or their councilmembers if there is a topic they want to discuss. He said at the last meeting they discussed a potential or future project to connect Cedar Lane Road west to Jenkins Avenue due to public feedback after the tornado. He said there are no plans for it in the immediate future but it is in the long-range plan. He said he shared a detailed presentation on his social media pages as well as on YouTube.

\*

Neighborhood Alliance. Councilmember Holman said the Neighborhood Alliance is hosting two on-line workshops on Monday, April 3rd, and Thursday, April 6th, entitled "Legal Issue Workshop Series for Norman Homeowner Associations (HOA)". He said these workshops will address zoning and development issues for neighborhoods. He said for those interested, please sign up with the Neighborhood Alliance of Central Oklahoma.

\* \* \* \* \*

## 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 7 through Item 30 excluding Item 22, be placed on the consent docket.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 2 Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

### First Reading Ordinance

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-27 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN, TO BE RENUMBERED AS SECTION 36-201 EFFECTIVE MARCH 30, 2023, SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THREE (3), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (5201 24TH AVENUE N.E.)

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

Item 7, continued:

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2223-27
3. Application for Planned Unit Development prepared by Pati Torbati, RELA, L.L.C., with Exhibit A1, Site Development Plan; Exhibit A2, Site Development Plan - Open Space; Exhibit B, Allowed Uses
4. Updated Site Plan – Open Space
5. Location map
6. Updated Site Development Plan
7. Planning Commission Staff Report dated March 9, 2023
8. Pertinent excerpts from Planning Commission minutes of March 9, 2023

**Ordinance O-2223-27 was Adopted Upon First Reading by Title.**

\* \* \* \* \*

8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-36 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 21-113 OF THE CODE OF THE CITY OF NORMAN, TO BE RENUMBERED AS SECTION 34-214 EFFECTIVE MARCH 30, 2023, CONTINGENT ON VOTER APPROVAL OF ORDINANCE O-2223-37, INCREASING THE MONTHLY BASE FEE FOR RESIDENTIAL METERED USERS TO TEN DOLLARS AND NINETY CENTS (\$10.90); INCREASING THE MONTHLY WATER RATES FOR RESIDENTIAL METERED USERS TO THREE DOLLARS AND FORTY-SIX CENTS (\$3.46) PER 1,000 GALLONS FOR THE FIRST 5,000 GALLONS OF WATER USED, FOUR DOLLARS AND FIFTY CENTS (\$4.50) PER 1,000 GALLONS FOR 5,001 TO 15,000 GALLONS USED, SIX DOLLARS AND SEVENTY-FIVE CENTS (\$6.75) PER 1,000 GALLONS FOR 15,001 TO 20,000 GALLONS USED, AND NINE DOLLARS AND FIFTY-ONE CENTS (\$9.51) PER 1,000 GALLONS FOR WATER USED IN EXCESS OF 20,000 GALLONS; INCREASING THE MONTHLY BASE FEE FOR NON-RESIDENTIAL METERED USERS TO TEN DOLLARS AND NINETY CENTS (\$10.90); INCREASING THE MONTHLY WATER RATES FOR NON-RESIDENTIAL METERED USERS TO FOUR DOLLARS AND SIXTY-NINE CENTS (\$4.69) PER 1,000 GALLONS OF WATER USED UP TO SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN, AND SEVEN DOLLARS AND FOUR CENTS (\$7.04) PER 1,000 GALLONS OF WATER USED IN EXCESS OF SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

Item 8, continued:

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Chris Mattingly, Director of Utilities
2. Ordinance O-2223-36

**Ordinance O-2223-36 was Adopted Upon First Reading by Title.**

\* \* \* \* \*

9. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-37 UPON FIRST READING BY TITLE:  
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, ON THE 13TH DAY OF JUNE, 2023, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF NORMAN THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-2223-36, WHICH ORDINANCE AMENDS SECTION 21-113 OF THE CODE OF THE CITY OF NORMAN, TO BE RENUMBERED AS SECTION 34-214 EFFECTIVE MARCH 30, 2023, CONTINGENT ON VOTER APPROVAL OF ORDINANCE O-2223-37, INCREASING THE MONTHLY BASE FEE FOR RESIDENTIAL METERED USERS TO TEN DOLLARS AND NINETY CENTS (\$10.90); INCREASING THE MONTHLY WATER RATES FOR RESIDENTIAL METERED USERS TO THREE DOLLARS AND FORTY-SIX CENTS (\$3.46) PER 1,000 GALLONS FOR THE FIRST 5,000 GALLONS OF WATER USED, FOUR DOLLARS AND FIFTY CENTS (\$4.50) PER 1,000 GALLONS FOR 5,001 TO 15,000 GALLONS USED, SIX DOLLARS AND SEVENTY-FIVE CENTS (\$6.75) PER 1,000 GALLONS FOR 15,001 TO 20,000 GALLONS USED, AND NINE DOLLARS AND FIFTY-ONE CENTS (\$9.51) PER 1,000 GALLONS FOR WATER USED IN EXCESS OF 20,000 GALLONS; INCREASING THE MONTHLY BASE FEE FOR NON-RESIDENTIAL METERED USERS TO TEN DOLLARS AND NINETY CENTS (\$10.90); INCREASING THE MONTHLY WATER RATES FOR NON-RESIDENTIAL METERED USERS TO FOUR DOLLARS AND SIXTY-NINE CENTS (\$4.69) PER 1,000 GALLONS OF WATER USED UP TO SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN, AND SEVEN DOLLARS AND FOUR CENTS (\$7.04) PER 1,000 GALLONS OF WATER USED IN EXCESS OF SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

Item 9, continued:

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Chris Mattingly, Director of Utilities
2. Ordinance O-2223-37
3. Special Election Proclamation and Notice of Election

**Ordinance O-2223-37 was Adopted Upon First Reading by Title.**

\* \* \* \* \*

### **Reports/Communications**

10. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF FEBRUARY, 2023, AND DIRECTING THE FILING THEREOF.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Anthony Francisco, Director of Finance
2. Finance Director's Investment Report as of February 28, 2023

**Receipt of the Finance Director's Investment Report as of February 28, 2023, was Acknowledged.**

\* \* \* \* \*

11. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF FEBRUARY, 2023.

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

Item 11, continued:

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Stacey Parker, Administrative Assistant
2. Monthly Department Reports for the month of February, 2023

**Receipt of the Monthly Departmental Reports for the month of February, 2023, was Acknowledged.**

\* \* \* \* \*

12. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF REPORT ENTITLED "THE CITY OF NORMAN SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2022," AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT AND AUDITED BY THE FIRM OF FORVIS, L.L.P., FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND NORMAN TAX INCREMENT FINANCE AUTHORITY.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Clint Mercer, Chief Accountant
2. City of Norman, Oklahoma, Single Audit Reports dated June 30, 2022
3. Schedule of Expenditures of Federal Awards, Year Ended June 30, 2022
4. Notes to Schedule of Expenditures of Federal Awards, Year Ended June 30, 2022
5. Independent Auditor's Report - Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
6. Independent Auditor's Report - Report on Compliance for Each Major Federal Program; Report on Internal Control over compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance
7. City of Norman, Oklahoma, Schedule of Findings and Questioned Costs, Year Ended June 30, 2022



**Receipt of the Report Entitled “The City of Norman Single Audit Report for the Year Ended June 30, 2022,” prepared by the City of Norman Finance Department and audited by the Firm of Forvis, L.L.P., for the City of Norman, Oklahoma, Norman Utilities Authority, Norman Municipal Authority, Norman Economic Development Authority and Norman Tax Increment Finance Authority was Acknowledged.**

\* \* \* \* \*

## **Bids**

13. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-45: FOR THE PURCHASE OF COPPER METER YOKES FOR WATER METERS, HIGH DENSITY POLYETHYLENE PLASTIC (HDPE) METER BOXES WITH CAST IRON LIDS, HDPE METER BOXES WITH ANTI-FLOAT LIDS, HDPE ANTI-FLOAT LIDS AND REPAIR CLAMPS FOR THE LINE MAINTENANCE DIVISION.

### **Acting as the Norman Utilities Authority**

Motion made by Trustee Ward 8 Peacock, Seconded by Trustee Ward 7 Holman.

Voting Yea: Chairman Heikkila, Trustee Ward 1 Ball, Trustee Ward 2 Schueler, Trustee Ward 3 Lynn, Trustee Ward 4 Grant, Trustee Ward 5 Tortorello, Trustee Ward 6 Foreman, Trustee Ward 7 Holman, Trustee Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Scott Aynes, Line Maintenance Division Manager
2. Tabulation of Bids dated February 23, 2023, for Copper Meter Yokes for Meters, Repair Clamps/Setters, Meter Boxes with Cast Iron Lids, HDPE Meter Boxes with Anti-Float Lids; and HDPI Anti-Float Lids

**Bid-2223-45 was Awarded to the Lowest and Best Bidder Meeting Specifications as Follows:**

- American Waterworks Supply, Inc. – Copper Meter Yokes for Water Meters;
- Oklahoma Contractor’s Supply - Repair Clamps (Category I, V-XXI, XXIII-XXVII, and XXXIX-XLVI);
- Utility Technology Services – Repair Clamps (Category II and XXII); and
- Core & Main – Repair Clamps (Category III and IV); Meter Boxes with HDPE Cast Iron Lids; Meter Boxes with HDPE Anti-float Lids; and HDPE Anti-float Lids

\* \* \* \* \*

14. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2223-46: SUBMITTED BY MEYER DIRT WORK FOR THE REPAIR OF CONCRETE FOR THE LINE MAINTENANCE DIVISION.

**Acting as the Norman Utilities Authority**

Motion made by Trustee Ward 8 Peacock, Seconded by Trustee Ward 7 Holman.

Voting Yea: Chairman Heikkila, Trustee Ward 1 Ball, Trustee Ward 2 Schueler, Trustee Ward 3 Lynn, Trustee Ward 4 Grant, Trustee Ward 5 Tortorello, Trustee Ward 6 Foreman, Trustee Ward 7 Holman, Trustee Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Scott Aynes, Line Maintenance Division Manager
2. Tabulation of Bids dated March 16, 2023, for Concrete

**Bid-2223-46 was Awarded to Meyer Dirt Work as the Lowest and Best Bidder Meeting Specifications.**

\* \* \* \* \*

15. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-47: FOR THE PURCHASE OF 1-½-INCH AGGREGATE MATERIAL TO HILLIS SERVICES, L.L.C., IN THE AMOUNT OF \$21.50 PER TON.

**Acting as the Norman Utilities Authority**

Motion made by Trustee Ward 8 Peacock, Seconded by Trustee Ward 7 Holman.

Voting Yea: Chairman Heikkila, Trustee Ward 1 Ball, Trustee Ward 2 Schueler, Trustee Ward 3 Lynn, Trustee Ward 4 Grant, Trustee Ward 5 Tortorello, Trustee Ward 6 Foreman, Trustee Ward 7 Holman, Trustee Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Scott Aynes, Line Maintenance Division Manager
2. Tabulation of Bids dated February 23, 2023, for Aggregate Material 1½-inch Gravel

**Bid-2223-47 was Awarded to Hillis Services, L.L.C., in the amount of \$21.50 per ton as Lowest and Best Bidder Meeting Specifications.**

\* \* \* \* \*

16. CONSIDERATION OF AWARD, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2223-52: FOR INSTALLED PAVEMENT MARKINGS TO ACTION SAFETY SUPPLY COMPANY FOR THE TRAFFIC CONTROL DIVISION.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Dennis Davis, Traffic Control Supervisor
2. Tabulation of Bids for Section 1, Pavement Markings, and Section 2, Raised Pavement Markers
3. Location Map of Delineated Roadways West of 48th Avenue East
4. Location Map of Delineated Roadways East of 48th Avenue East

**Bid-2223-52 was Awarded to Action Safety Supply as the Lowest and Best Bidder Meeting Specifications.**

\* \* \* \* \*

### **Submission of Grant**

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF SUBMISSION OF THE CERTIFIED LOCAL GOVERNMENTS (CLG) PROGRAM 2023-2024 APPLICATION FOR FUNDING IN THE AMOUNT OF \$18,735 TO BE SUBMITTED TO THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICE.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Anais Starr, Planner II
2. Certified Local Governments (CLG) Application

**Submission of Certified Local Governments (CLG) Project 2023-2024 Application for Fund in the amount of \$18,735 was Approved.**

\* \* \* \* \*

**Donation**

Item 1.

18. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$4,620 FOR THE PURCHASE OF ELEVEN (11) TACTICAL VESTS, ELEVEN (11) FIRE PLACARDS, AND THREE (3) STORAGE BAGS FROM THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMITTEE (CCPSST) TO BE USED BY THE CITY OF NORMAN FIRE DEPARTMENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Chad Roney, Battalion Chief

**The Donation in the amount of \$4,620 was Accepted and the Budget Appropriation was Approved.**

\* \* \* \* \*

19. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$9,876 FOR THE PURCHASE OF TWO (2) SUPERVAC BATTERY OPERATED POSITIVE PRESSURE VENTILATION (PPV) FANS FROM THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMITTEE (CCPSST) TO BE USED BY THE NORMAN FIRE DEPARTMENT AND DEPOSIT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Ronny Davenport, Battalion Chief

**The Donation in the amount of \$9,876 was Accepted and the Budget Appropriation was Approved.**

\* \* \* \* \*

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF RATIFICATION OF THE DECLARATION OF AN EMERGENCY TO REPAIR THE PROPERTY AT 718 NORTH PORTER AVENUE BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CAVINS CONSTRUCTION AND ENVIRONMENTAL GROUP IN THE AMOUNT OF \$162,546.08 AND OKLAHOMA FIRE PROTECTION, INC., IN THE AMOUNT OF \$10,770 FOR A TOTAL AMOUNT OF \$173,316.08 AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Wade Thompson, Parks and Facilities Manager
2. Letter dated February 24, 2023, from Jessie Von Tungel, Cavins Construction Group, to Whom It May Concern
3. Statement dated March 3, 2023, in the amount of \$162,546.08 from Cavins Construction Group, L.L.C., to City of Norman
4. Invoice #22958 dated March 3, 2023, in the amount of \$10,770 from Oklahoma Fire Protection, L.L.C., to City of Norman

**The Declaration of an Emergency to Repair the Property at 718 North Porter Avenue was Ratified; and Payment to Cavins Construction and Environmental Group in the amount of \$162,546.08, Payment to Oklahoma Fire Protection, Inc., in the amount of \$120,770, and the Budget Appropriation were Approved.**

\* \* \* \* \*

**Contracts**

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FINAL ACCEPTANCE OF CONTRACT K-1819-44: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND LAYNE CHRISTENSEN COMPANY FOR THE 2018 GROUNDWATER WELLFIELD DEVELOPMENT PROJECT AND FINAL PAYMENT IN THE AMOUNT \$158,727.77.

**Acting as the Norman Utilities Authority**

Motion made by Trustee Ward 8 Peacock, Seconded by Trustee Ward 7 Holman.

Voting Yea: Chairman Heikkila, Trustee Ward 1 Ball, Trustee Ward 2 Schueler, Trustee Ward 3 Lynn, Trustee Ward 4 Grant, Trustee Ward 5 Tortorello, Trustee Ward 6 Foreman, Trustee Ward 7 Holman, Trustee Ward 8 Peacock

Item 21, continued:

Items submitted for the record

1. Staff Report dated March 28, 2023, from Chris Mattingly, Utilities Director
2. Application and Certificate for Payment dated February 14, 2023, in the amount of \$158,727.77 from Layne, A Granite Company

**Final Acceptance of Contract K-1819-44 with Layne Christensen Company and Final Payment in the amount of \$158,727.77 were Approved.**

\* \* \* \* \*

**Item 22 has been Moved to Off-Consent Items.**

23. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2223-49 AND CONTRACT K-2223-114: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY IN THE AMOUNT OF \$2,023,453.65 AND CHANGE ORDER ONE INCREASING THE CONTRACT BY \$14,900 FOR A REVISED CONTRACT AMOUNT OF \$2,038,353.65 FOR THE 12TH AVENUE N.E. AT HIGH MEADOWS DRIVE INTERSECTION IMPROVEMENT PROJECT; PERFORMANCE BOND B-2223-56; STATUTORY BOND B-2223-57; MAINTENANCE BOND MB-2223-47; RESOLUTION R-2223-93 GRANTING TAX-EXEMPT STATUS; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from David Riesland, Transportation Engineer
2. Bid Record dated March 2, 2023, for the 12th Avenue N.E., and High Meadows Drive Intersection Improvements
3. Contract K-2223-114
4. Change Order No. One to Contract K-2223-114
5. Performance Bond B-2223-56
6. Statutory Bond B-2223-57
7. Maintenance Bond MB-2223-47
8. Resolution R-2223-93
9. Schematic Drawing of Signing and Striping
10. NORMAN FORWARD Griffin Sports Complex Master Plan

**The Bid in the Amount of \$2,023,453.65 was Awarded to Rudy Construction Company; Contract K-2223-114, Change Order No. One, and the Associated Bonds were Approved; Resolution R-2223-93 was Adopted; and the Budget Appropriation was Approved.**

\* \* \* \* \*



24. CONSIDERATION OF AWARDING, APPROVAL, ACCEPTANCE, REJECTION AND/OR POSTPONEMENT OF BID 2223-53 AND CONTRACT K-2223-118: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND KRAPFF-REYNOLDS CONSTRUCTION COMPANY IN THE AMOUNT OF \$593,630, PERFORMANCE BOND B-2223-62, STATUTORY BOND B-2223-63, AND MAINTENANCE BOND MB-2223-51 FOR THE SANITARY SEWER STREAM CROSSING REPLACEMENT PROJECT FROM CHAUTAUQUA AVENUE TO JENKINS AVENUE, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. Item 1.

**Acting as the Norman Utilities Authority**

Motion made by Trustee Ward 8 Peacock, Seconded by Trustee Ward 7 Holman.

Voting Yea: Chairman Heikkila, Trustee Ward 1 Ball, Trustee Ward 2 Schueler, Trustee Ward 3 Lynn, Trustee Ward 4 Grant, Trustee Ward 5 Tortorello, Trustee Ward 6 Foreman, Trustee Ward 7 Holman, Trustee Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Ken Giannone, P.E., Capital Projects Engineer
2. Contract K-2223-118
3. Change Order No. One to Contract K-2223-114
4. Performance Bond B-2223-62
5. Statutory Bond B-2223-63
6. Maintenance Bond MB-2223-51
7. Bid Tabulation dated March 9, 2023, for Project WW0178, Sanitary Sewer Stream Crossing Replacement, State Highway 9 between Chautauqua and Jenkins
8. Project location map

**The Bid in the Amount of \$593,630 was Awarded to Krapff-Reynolds Construction Company; Contract K-2223-118, the Associated Bonds and the Budget Appropriation were Approved.**

\* \* \* \* \*

25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-127: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RJN GROUP, INC., IN THE AMOUNT OF \$343,192 FOR WASTEWATER FLOW MONITORING SERVICES AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

**Acting as the Norman Utilities Authority**

Motion made by Trustee Ward 8 Peacock, Seconded by Trustee Ward 7 Holman.

Voting Yea: Chairman Heikkila, Trustee Ward 1 Ball, Trustee Ward 2 Schueler, Trustee Ward 3 Lynn, Trustee Ward 4 Grant, Trustee Ward 5 Tortorello, Trustee Ward 6 Foreman, Trustee Ward 7 Holman, Trustee Ward 8 Peacock

Item 25, continued:

Items submitted for the record

1. Staff Report dated March 28, 2023, from Nathan Madenwald, Utilities Engineer
2. Contract K-2223-127 with Attachment A, Schedule; Attachment B, Scope of Services; and Attachment C, Compensation
3. Project Location Map

**Contract K-2223-127 with RJN Group, Inc., in the amount of \$343,192 and the Budget Transfer were Approved.**

\* \* \* \* \*

26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-131: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND E & E LAWN CARE, INC., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION FROM APRIL 1, 2023, THROUGH MARCH 31, 2024.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Kelvin Winter, Code Compliance Supervisor
2. Contract K-2223-131
3. Letter dated March 22, 2023, from Taylor Engles, E & E Lawn Care, Inc., to Whom It May Concern

**Contract K-2223-131 with E & E Lawn Care, Inc., was Approved.**

\* \* \* \* \*

27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-132: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GIVENS PROPERTY MAINTENANCE, L.L.C., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION FROM APRIL 1, 2023, THROUGH MARCH 31, 2024.

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

Item 27, continued:

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Kelvin Winter, Code Compliance Supervisor
2. Contract K-2223-132
3. FYE 2023 to FYE 2024 Contract Specifications for Mowing of Weeds/Securing of Structures/Removal of Health Nuisances, Easement and Sight Obstructions/Filling or Covering Open Cellars, Wells, or Cisterns with Exhibit "A" and Attachment A, Payment Schedules

**Contract K-2223-132 with Givens Property Maintenance, L.L.C., was Approved.**

\* \* \* \* \*

28. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY GRANT IN THE AMOUNT OF \$10,000 FROM THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY TO BE USED TO FUND ADDITIONAL COMPONENTS OF THE NORMAN URBAN TREE INVENTORY, CONTRACT K-2223-133, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from James Briggs, Park Development Manager
2. Contract K-2223-133

**An Oklahoma Department of Agriculture Food and Forestry Grant in the amount of \$10,000, Contract K-2223-133, and the Budget Appropriation were Approved.**

\* \* \* \* \*

29. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-134: A PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT J3-7945(004)AG, STATE JOB 37945(04), TO PROVIDE VIDEO DETECTION UPGRADES AT SIGNALIZED INTERSECTIONS AND RESOLUTION R-2223-108.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from David Riesland, Transportation Engineer
2. Contract K-2223-134
3. Resolution R-2223-108
4. Plan of Proposed Installation of New Traffic Signal Video Detection Systems at Several Signalized Intersections Citywide (Phase 4)

**Contract K-2223-134 with the Oklahoma Department of Transportation was Approved and Resolution R-2223-108 was Adopted.**

\* \* \* \* \*

### **Resolutions**

30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-115: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$500 FROM OTHER LIABILITIES-SMOKE DETECTORS ACCOUNT TO BE USED BY THE FIRE DEPARTMENT TO PURCHASE SMOKE DETECTORS FOR USE IN THE SMOKE DETECTOR PROGRAM FOR SENIOR CITIZENS AND HANDICAPPED CITIZENS OF NORMAN.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Matthew Elliott, Fire Marshall
2. Resolution R-2223-115

**Resolution R-2223-115 was Adopted.**

\* \* \* \* \*

**NON-CONSENT ITEMS**

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2223-56: A SERVICE AND LEASE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FOOD AND SHELTER, INC., INCREASING THE CONTRACT AMOUNT BY \$164,497.20 FOR A REVISED CONTRACT AMOUNT OF \$469,795.20 AND ADDING THREE ADDITIONAL MONTHS TO THE CONTRACT FOR THE 2022-2023 EMERGENCY WINTER SHELTER LOCATED AT 109 WEST GRAY STREET AND BUDGET APPROPRIATION.

Motion made by Councilmember Ward 1 Ball, Seconded by Councilmember Ward 6 Foreman.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Voting Nay: Councilmember Ward 3 Lynn

Items submitted for the record

1. Staff Report dated March 28, 2023, from Anthony Purinton, Assistant City Attorney
2. Amendment No. One to Contract K-2223-56
3. Contract K-2223-56 with Exhibit A, Program and Service Requirements; Exhibit B1, Location Map, and Exhibit B2, Remodel Plan

Participant in discussion

1. Ms. April Dozier, Executive Director of Food and Shelter, Inc.
2. Mr. John High, Ward 2, proponent
3. Ms. Judith Coker, Ward 3, proponent
4. Mr. Russell Rice, Ward 2, proponent
5. Mr. Evan Dunn, Ward 7, proponent
6. Ms. Michelle Harmon, homeless, made comments
7. Mr. Paul Wilson, Ward 1, proponent
8. Sean, Homeless, made comments
9. Ms. Mary Francis, Ward 7, proponent
10. Ms. Jacqueline Jackson Fabre, homeless, proponent
11. Mr. Thomas Spradlin, homeless, proponent
12. Mr. Jacob Vote, homeless, proponent
13. Ms. Marguerite Larson, Ward 6, proponent
14. Mr. Clifford Vinaci, homeless, proponent
15. Mr. Michael Blunck, Ward 2, proponent
16. Mr. Anthony Sevier, homeless, proponent
17. Mr. Jason Williams, homeless, proponent
18. Ms. Cindy Rogers, Ward 4, proponent
19. Mr. Alex Lanphere, Ward 2, proponent
20. Mr. Rob Norman, Ward 3, made comments

**Amendment No. One to Contract K-2223-56 and the Budget Appropriation were Approved**

\* \* \* \* \*

31. CONSIDERATION AND AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE BID FOR THE PURCHASE OF \$26,000,000 GENERAL OBLIGATION BONDS, SERIES 2023A OF THE CITY OF NORMAN, OKLAHOMA, AND VOTE TO AWARD SAID BONDS TO THE LOWEST BIDDER COMPLYING WITH THE NOTICE OF SALE AND INSTRUCTIONS TO BIDDERS OR TO REJECT ALL BIDS.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Anthony Francisco, Director of Finance
2. Minutes of Sale of 2023A Bonds
3. Memorandum dated March 28, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

Participants in discussion

1. Mr. Anthony Francisco, Director of Finance
2. Ms. Mary Francis, Ward 7, proponent
3. Mr. John High, Ward 2, proponent
4. Ms. Michelle Harmon, homeless, proponent
5. Mr. Evan Dunn, Ward 7, proponent

**The Bid in the amount of 3.435929% was Awarded to Robert W. Baird and Company as the Lowest and Best Bidder Meeting Specifications.**

\* \* \* \* \*

32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-34 UPON FIRST, SECOND, AND FINAL READING: AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023A IN THE SUM OF \$26,000,000 BY THE CITY OF NORMAN, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; DESIGNATING THE REGISTRAR FOR THE ISSUE; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS; AND DECLARING AN EMERGENCY.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 6 Foreman.



Item 32, continued:

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Anthony Francisco, Director of Finance
2. Ordinance O-2223-34

Participants in discussion

1. Mr. John High, Ward 2, proponent
2. Mr. Evan Dunn, asked questions

**Ordinance O-2223-34 was Adopted Upon First Reading by Title.**

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 6 Foreman.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

**Ordinance O-2223-34 was Adopted Upon Second Reading Section by Section.**

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 6 Foreman.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

**Emergency Section 10 of Ordinance O-2223-34 was Approved.**

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 2 Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

**Ordinance O-2223-34 was Adopted Upon Final Reading as a Whole.**

\* \* \* \* \*

33. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE BID FOR THE PURCHASE OF \$13,500,000 GENERAL OBLIGATION BONDS, SERIES 2023B OF THE CITY OF NORMAN, OKLAHOMA, AND VOTE TO AWARD SAID BONDS TO THE LOWEST BIDDER COMPLYING WITH THE NOTICE OF SALE AND INSTRUCTIONS TO BIDDERS OR TO REJECT ALL BIDS.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Anthony Francisco, Director of Finance
2. Minutes of Sale of 2023B Bonds
3. Memorandum dated March 28, 2023, from Anthony Francisco, Finance Director, to Honorable Mayor and City Council Members

**The Bid in the amount of 2.739168% was Awarded to Piper Sandler and Company as the Lowest and Best Bidder Meeting Specifications.**

\* \* \* \* \*

34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-35 UPON FIRST, SECOND, AND FINAL READING: AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023B IN THE SUM OF \$13,500,000 BY THE CITY OF NORMAN, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; DESIGNATING THE REGISTRAR FOR THE ISSUE; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS; AND DECLARING AN EMERGENCY.

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 6 Foreman.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated March 28, 2023, from Anthony Francisco, Director of Finance
2. Ordinance O-2223-35

**Ordinance O-2223-35 was Adopted Upon First Reading by Title.**

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 6 Foreman.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

**Ordinance O-2223-35 was Adopted Upon Second Reading Section by Section.**

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 6 Foreman.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Participants in discussion

1. Mr. Anthony Francisco, Director of Finance

**Emergency Section 10 of Ordinance O-2223-35 was Approved.**

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 6 Foreman.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

**Ordinance O-2223-35 was Adopted Upon Final Reading as a Whole.**

\* \* \* \* \*

**MISCELLANEOUS COMMENTS**

Flooding Problems. Ms. Robin Strader, Ward 5, said she moved to Ward 5 in 2011 and showed several photographs of her property located on 120th Avenue N.E. just north of Tecumseh Road. She said the City of Norman received a Federal Emergency Management Agency (FEMA) Grant to raise the road and install drainage ditches just north of Tecumseh Road and replaced a double 36-inch tin horn drainage with a 4"x4" concrete box, which in itself should be wonderful, if it was installed properly. She said it was installed 8-inches too high. She said she has spent the last 5 years asking the Public Works Department to help fix this issue. She said the solution the Public Works Department was to install a 24-inch pipe on the side of the box. She said the drought kept her property drier than normal and now every time it rains, the water backs up and comes within 700 feet of her property. She said her horse suffers from a fungus caused from the stagnant water sitting on her property. She said no one at the City will help her.

\*

Miscellaneous Comments, continued:

Ward 5. Mr. Joshua Adkisson, Ward 5, said Councilmember Tortorello claims to be against development in Ward 5 but he received funds from several donors who are developers or real estate agents.

Mr. Dan Munson, Ward 6, said there are many people in Ward 5 that do not think this water rate increase affects them because they have a water well. He said people in Ward 5 have fires and the Norman Fire Department responds to these fires and what if there is not enough water to fill up the pumper trucks.

\*

Return to City Council Meetings. Ms. Mary Francis, Ward 7, said she was diagnosed with Leukemia a few years ago and is now in remission. She has also had surgeries on her hip and her knee and now she is back after a four-year break from City Council meetings. She said several councilmembers have not met her and she said she volunteers at Food and Shelter, Inc., serving lunches and donates items to the residents. She said she served many years on the Enforcement Authority, which is now the Norman Election Commission.

\*

Commuter Rail. Ms. Mary Francis, Ward 7, said commuter rail needs to be established in Norman with two or three stops. She said the next step is to have bus connections.

\*

High Density Development In Ward 5. Mr. Mark Wagner, Ward 5, quoted Edward Abby “Growth for the sake of growth is the ideology of a cancer cell.” He said growth is not always good. He said a high-density housing development adding 840+ units is being contemplated for Ward 5. He said residents need to know that the City of Norman has the resources, such as police officers, firefighters, water, sewer, and stormwater. He said the City will end up buying a lot more water from Oklahoma City, if they still have it to sell. He said we should step back and look at what the City’s priorities are.

\*

Water Rate Election. Mr. Dan Munson, Ward 6, said a water rate election is coming up in June. He said one of the things we do not think about is fire prevention and fire safety in the community. He said low water pressure can cause all kinds of problems. He said he would like City Council to have a meeting to discuss this.

\*

Thanks to Line Maintenance Crew. Mr. Dan Munson, Ward 6, thanked the Line Maintenance crew that came into Royal Oaks Addition a few weeks ago and worked hard during a cold, rainy, miserable day. He said he was so impressed by their professionalism and their good attitudes.

\*

Miscellaneous Comments, continued:

New Sidewalks for New Houses. Mr. John High, Ward 2, said he saw two new houses in an existing neighborhood and wondered where the sidewalks were for these houses. He said the city requires citizens to pay for the sidewalks and wondered where the money was going.

\*

Affordable Housing. Mr. Paul Wilson, Ward 1, said 47% of Normanites rent their homes. He said if there is a water rate increase, landlords are going to take advantage and raise the price. He said the average cost of renting a one-bedroom house is \$750 per month and two-bedroom is \$950 per month. He said 63% of all rentals are over \$1,000 per month and 9% are over \$2,100 per month. He said when a homeless person gets a job, where are they going to live. This does not take into consideration food and utility payments. He asked Council to have a moratorium of all new residential construction.

\*

## ADJOURNMENT

The Meeting adjourned at 8:55 p.m.

ATTEST:

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

\_\_\_\_\_  
Mayor

**File Attachments for Item:**

2. CONSIDERATION OF ACKNOWLEDGMENT, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-30: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MONDAY, JUNE 19, 2022, AS JUNETEENTH DAY IN THE CITY OF NORMAN.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 6/13/2023

**REQUESTER:** Jason Olsen, Director of Parks and Recreation

**PRESENTER:** Jason Olsen, Director of Parks and Recreation

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGMENT, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-30: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MONDAY, JUNE 19, 2022, AS JUNETEENTH DAY IN THE CITY OF NORMAN.

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A PROCLAMATION OF THE MAYOR OF THE CITY OF  
NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, JUNE 19,  
2023, AS JUNETEENTH DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, declaring that all persons held as slaves shall be free; and
- § 2. WHEREAS, on June 19, 1865, Union soldiers, led by Major General Gordon Granger, landed at Galveston, Texas, with news that the war had ended and that the enslaved were now free; and
- § 3. WHEREAS, June 19<sup>th</sup>, known as “Juneteenth” and also called “Emancipation Day,” is the oldest known celebration, which started in 1866, commemorating the announcement of the abolition of slavery in the State of Texas and in remembrance of the day all remaining slaves acquired their freedom in the United States of America; and
- § 4. WHEREAS, on June 17, 2021, Juneteenth was signed into law, declaring it a national holiday; and
- § 5. WHEREAS, Juneteenth reminds us of the promises of freedom, equality, opportunity, and the celebration of Black freedom, culture, and achievements made; and
- § 6. WHEREAS, the Juneteenth Festival will take place on Monday, June 19, in the City of Norman at Reaves Park and provide a community event of celebration and inclusion, bringing together families, visitors, and local officials to celebrate this national holiday;

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

- § 7. Do hereby proclaim Monday, June 19, 2023, as Juneteenth in the City of Norman and invite all citizens to join me in celebrating this important holiday while continuing to strive towards full equality.

PASSED AND APPROVED this 13<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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



**File Attachments for Item:**

3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2223-48 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADDING ARTICLE 16-XI UNSOLICITED WRITTEN MATERIALS TO CHAPTER 16 HEALTH AND SAFETY, SECTIONS 16-1101 THROUGH 16-1103 TO ADD DEFINITIONS, PROHIBITIONS ON PLACEMENT OF UNSOLICITED WRITTEN MATERIALS, AND PENALTIES FOR VIOLATIONS THEREOF; AMENDING APPENDIX B CITY OF NORMAN PENALTY AND FINE SCHEDULE TO INCLUDE PENALTY FOR VIOLATIONS OF SECTION 16-1102; AND PROVIDING THE SEVERABILITY THEREOF



## CITY OF NORMAN, OK STAFF MEMORANDUM

**MEETING DATE:** 6/13/2023

**REQUESTER:** City Council

**PRESENTER:** Anthony Purinton, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2223-48 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADDING ARTICLE 16-XI UNSOLICITED WRITTEN MATERIALS TO CHAPTER 16 HEALTH AND SAFETY, SECTIONS 16-1101 THROUGH 16-1103 TO ADD DEFINITIONS, PROHIBITIONS ON PLACEMENT OF UNSOLICITED WRITTEN MATERIALS, AND PENALTIES FOR VIOLATIONS THEREOF; AMENDING APPENDIX B CITY OF NORMAN PENALTY AND FINE SCHEDULE TO INCLUDE PENALTY FOR VIOLATIONS OF SECTION 16-1102; AND PROVIDING THE SEVERABILITY THEREOF

### BACKGROUND:

For the past 10+ years, the City Attorney's office has regularly updated Council on potential solutions to the City's longstanding issues with the haphazard distribution of unsolicited written materials, which tend to end up in City streets and storm drains. The last update was presented to the City Council's Oversight Committee on 3/9/23, where staff was asked to prepare and ordinance regulating the distribution of unsolicited written materials. The Staff Memo from that meeting is included in the material for this agenda item.

### DISCUSSION:

This ordinance closely resembles an ordinance by the Lexington-Fayette County Government that was upheld in the Sixth Circuit in 2018. After presentation of the Lexington-Fayette ordinance by City Staff, City Council expressed interest in adopting a similar ordinance. After recommendation from the City Attorney's Office, the City began efforts to document the effects of haphazard distribution of these materials in order to ensure that such effects warranted passing any regulation. Staff presented findings on 3/9/23 to the Oversight Committee, which demonstrated that careless distribution of these materials caused them to drift into City streets, onto stormwater grates, and into the City's stormwater system. As a result, the materials end up being sources of visual blight, reducing the effectiveness of the City's stormwater system, and end up polluting the areas where the stormwater system discharges.

The proposed ordinance simply regulates where unsolicited written materials may be placed when delivered to a premises in Norman, thereby preventing these materials from straying into streets and stormwater systems. As proposed, the materials may only be placed in the following locations:

- (1) On a porch, if one exists, nearest the front door; or
- (2) So that such materials are securely attached to the front door; or
- (3) Through a mail slot on the front door or principal structure, if one exists, as permitted by the United States Postal Service Domestic Mail Manual, Section 508 Recipient Services, Subsection 3.1.2; or
- (4) Between the exterior front door, if one exists and is unlocked, and the interior front door; or
- (5) Where permitted, in a distribution box located on or adjacent to the premises; or
- (6) Personally with the owner, occupant, and/or lessee of the premises.

Upon citation and conviction of a violation of these regulations, offenders could be punished by a fine from \$50.00 - \$750.00.

**RECOMMENDATION:**

City Staff presents O-2223-48 to City Council for consideration. Given that a similar ordinance was recently upheld in the Sixth Circuit, there is a good likelihood that the City's ordinance would be similarly upheld by courts in the Tenth Circuit, if challenged. As such, Staff recommends approval of O-2223-48.

**CITY OF NORMAN  
ORDINANCE O-2223-48**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA  
ADDING ARTICLE 16-XI UNSOLICITED WRITTEN MATERIALS TO  
CHAPTER 16 HEALTH AND SAFETY, SECTIONS 16-1101 THROUGH 16-1103 TO  
ADD DEFINITIONS, PROHIBITIONS ON PLACEMENT OF UNSOLICITED  
WRITTEN MATERIALS, AND PENALTIES FOR VIOLATIONS THEREOF;  
AMENDING APPENDIX B CITY OF NORMAN PENALTY AND FINE  
SCHEDULE TO INCLUDE PENALTY FOR VIOLATIONS OF SECTION 16-1102;  
AND PROVIDING THE SEVERABILITY THEREOF.**

WHEREAS, the City of Norman, Oklahoma (“City”) is concerned about the proliferation of litter and visual blight within the community; and

WHEREAS, the City finds that deliveries of unsolicited written materials are being haphazardly made throughout the City, including by distributing such materials on sidewalks, yards, driveways, and streets with no means to ensure that such items do not add to the litter problem and/or visual blight; and

WHEREAS, the City finds that these unsolicited written materials have contributed to the litter and visual blight of private premises, public streets, sidewalks, and other public places, and that these materials, haphazardly delivered, are damaging to private property and/or interfere with private property; and

WHEREAS, the City finds that these unsolicited written materials have the tendency to block stormwater drains in City streets and end up in the stormwater system which adds additional maintenance, impairs the effectiveness of the City’s stormwater system during large rain events, and creates pollution when the materials make their way out of the stormwater system; and

WHEREAS, the City desires to ensure that these unsolicited written materials do not litter the streets, sidewalks, or other public places, or yards or driveways of private premises; do not cause visual blight in our neighborhoods; do not interfere with private property; and do not interfere with the City’s stormwater system; and

WHEREAS, this Ordinance is an effort to reduce unwanted litter, visual blight, and pollution caused by unsolicited written materials on public property and the yards and driveways of private premises; to prevent damage to public and private property; and to further prevent interference with private property; and

WHEREAS, this Ordinance does not in any way deprive or diminish a private property owner's right to protect his or her premises from unsolicited or unwanted written materials.



NOW THEREFORE, be it ordained by the City Council of the City of Norman, in the State of Oklahoma, as follows:

**SECTION 1:           ADOPTION** “ARTICLE 16-XI UNSOLICITED WRITTEN MATERIALS” of the City of Norman Municipal Code is hereby *added* as follows:

## ADOPTION

### ARTICLE 16-XI UNSOLICITED WRITTEN MATERIALS(*Added*)

#### **16-1101 Definitions**

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

*Front door.* The street-facing entrance(s) to a principal structure. In the event no door faces the street, then any other door of a principal structure nearest the street shall be considered a front door for purposes of this section.

*Porch.* An exterior appendage to a principal structure leading to a doorway, including any stairway attached thereto.

*Premises.* A lot, plot, or parcel of land including any structures, driveways, or other impervious surfaces thereon.

*Principal structure.* A structure, or combination of structures of primary importance on the premises, and that contains the primary use associated with the premises. The primary use is characterized by identifying the main activity taking place on the premises.

*Unsolicited written materials.* Any written materials delivered to any premises without the express invitation or permission, in writing or otherwise, by the owner, occupant, or lessee of such premises.

#### **16-1102 Placement of unsolicited written materials**

(a) Unsolicited written materials delivered to premises shall be placed:

(1) On a porch, if one exists, nearest the front door; or

(2) So that such materials are securely attached to the front door; or

(3) Through a mail slot on the front door or principal structure, if one exists, as permitted by the United States Postal Service Domestic Mail Manual, Section 508 Recipient Services, Subsection 3.1.2; or

(4) Between the exterior front door, if one exists and is unlocked, and the interior front door; or

(5) Where permitted, in a distribution box located on or adjacent to the premises; or

(6) Personally with the owner, occupant, and/or lessee of the premises.

(b) Notwithstanding subsection (a) above, an owner, lessee, or occupant maintains the right to restrict entry to his or her premises.

(c) The provisions of this section do not apply to the United States Postal Service.

### **16-1103 Penalties**

Any person violating any of the provisions of this article shall, upon conviction thereof, be punished by a fine as provided in the City penalty and fine schedule per offense.

**SECTION 2:            AMENDMENT “APPENDIX B CITY OF NORMAN PENALTY AND FINE SCHEDULE”** of the City of Norman Municipal Code is hereby *amended* as follows:

#### **AMENDMENT**

#### **APPENDIX B CITY OF NORMAN PENALTY AND FINE SCHEDULE**

<i>Code Section</i>	<i>Description</i>	<i>Penalty/Fine</i>
<i>Chapter 1--General Provisions</i>		
1-114	General penalty	
	Violation of any provision of the City Code	Up to \$750.00 and/or imprisonment not exceeding 60 days
	Violation of Code provisions regulating the pretreatment of wastewater and stormwater discharges	Up to \$1,000.00 and/or imprisonment not exceeding 90 days
	Violation of Code provisions regarding alcohol or drug related traffic offenses	Up to \$800.00 and/or imprisonment not exceeding six months
	Violation of Code provisions regarding speeding or parking	Up to \$200.00

<i>Chapter 2--Administration</i>		
2-103(f)(1)	For any municipal officer or any employee of a political subdivision to corruptly accept or request a gift or gratuity, or a promise to make a gift, or a promise to do an act beneficial to such officer	\$5,000.00
2-111(c)	Violating the provisions of the proclamation of a civil emergency	\$50.00--\$750.00
<i>Chapter 4--Animals</i>		
4-223	Violation of NCC Article 4-II	\$50.00--\$750.00 and/or 60 days in jail
<i>Chapter 6--Buildings and Building Regulations</i>		
6-105(1)	Retaining wall permit, missed inspections, per missed inspection. The builder/contractor will be required to provide documentation that the retaining wall was constructed per the permit.	\$50.00
6-105(6)	Other missed inspections, per missed inspection	\$50.00
6-108	Violation of chapter	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
<i>Chapter 8--Civil Rights</i>		
8-206	Violation of chapter	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
8-302	Violation of NCC 8-301	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
<i>Chapter 12--Finance</i>		
12-409(c)	Violation of article 12-IV	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
12-416	Failure to make report, remittance; fraudulent returns for transient guest room tax	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
12-518(b)	Delinquent penalty:	
	Within 30 days of due date	10% of total
	After 30 days of due date	25% of total

12-610	Delinquent penalty for use tax	Amount specified in 68 O.S. § 217
12-613	Failure to make report, remittance; fraudulent returns for use tax	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
<i>Chapter 14--Fire Prevention</i>		
14-106	Violation of chapter	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
14-305	Violation of article 14-III	In accordance with NCC 14-106
14-403	Failure to report hazardous material or hazardous material incident	In accordance with NCC 14-407
<i>Chapter 16--Health and Safety</i>		
16-115	Violation of article 16-I	\$50.00--\$750.00
16-211	Violation of article 16-II	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
16-311	Violation of article 16-III	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
16-406	Violation of article 16-IV	\$50.00--\$1,000.00 and/or imprisonment not to exceed 90 days
16-508(a)	Smoking in certain places	\$10.00--\$100.00
16-508(b)	Signs required in retail establishments	Up to \$50.00
16-508(c)	Vending machines and sales displays	Up to \$200.00
16-602	Violation of article 16-VI	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
16-703	Violation of article 16-VII	\$50.00--\$750.00
16-813	Violation of article 16-VIII	\$50.00--\$750.00

16-904(b)	Removal of street tree in violation of NCC 16-903, per inch DBH	Up to \$50.00
	Total administrative fine not to exceed	\$2,000.00
16-911	Violation of article 16-IX; per offense	Up to \$500.00
<u>16-1103</u>	<u>Violation of article 16-XI; per offense</u>	<u>\$50.00—\$750.00</u>
<i>Chapter 20--Licenses and Occupations</i>		
20-113	Violation of chapter	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
20-1924	Violation of article 20-XIX	\$50.00--\$200.00
20-3017	Violation of street closure permit or regulations	Misdemeanor punishable in accordance with NCC 20-113
<i>Chapter 22--Municipal Courts</i>		
22-104(c)	Payment of fine in lieu of court appearance:	
(1)	Improper equipment	\$35.00
(2)	Speeding:	
a.	In excess of the posted limit	\$5.00 per mile in excess of the posted limit
b.	In a school zone or school crossing zone	\$200.00
c.	Ten miles and under on any interstate, federal-aid primary highways, and state highways, subsection 20-1002(5), which are located on the outskirts of any municipality as determined by 47 O.S. § 2-117	\$10.00 plus \$15.00 costs
d.	In an area designated by the State or the City as under construction, maintenance, or repair, and marked as such	\$200.00
(3)	Violations resulting in personal injury or property damage	\$100.00
(4)	All other moving traffic violations	\$50.00
(5)	Transporting a firearm improperly	\$70.00
(6)	Failure to appear, first offense	\$200.00
(7)	Violations of the mandatory use of seatbelts	\$10.00 plus \$10.00 costs

(8)	Failure to carry security verification form while operating a vehicle		\$250.00
(9)	Transporting an open container		\$200.00
(10)	Third and subsequent moving violations during any immediately preceding 12-month period		\$200.00
(11)	Nontraffic violations, first offense, that do not carry jail time		\$200.00
(12)	Failure to yield to emergency vehicle		\$200.00
(13)	Racing on the highway		\$200.00
(14)	School zone violations except as otherwise provided		\$200.00
(15)	Violations of the mandatory use of child passenger restraint		\$50.00
(16)	Vehicle registration violations		\$35.00
(17)	Careless/failure to devote full time and attention		\$100.00
(18)	Reckless driving		\$200.00
(19)	Failure to stop		\$100.00
(20)	Disregarding railroad signals		\$100.00
(21)	Driving under Suspension or Revocation		\$200.00
22-105	Traffic violations, parking	Violations Paid Within Five Days	Violations Paid After Five Days
	Expired meter	\$10.00	\$25.00
	Excess of time	\$10.00	\$25.00
	Fire lane	\$100.00	\$150.00
	Accessible parking	\$500.00	\$500.00
	Registration violations	\$50.00	\$50.00
	Blocking sidewalk	\$50.00	\$75.00
	Private property	\$50.00	\$75.00
	Parking, stopping and standing prohibited in other areas	\$100.00	\$200.00
	All other parking violations	\$20.00	\$30.00



22-105(d)	Vehicle impounded or bench warrant ordered	\$30.00
22-105(e)	Vehicle involved in accident resulting in personal injury or property damage	\$25.00
<i>Chapter 24--Offenses and Miscellaneous Provisions</i>		
24-104	Violation of chapter	\$50.00--\$750.00
	Consuming spirits in a public place	\$50.00--\$500.00
	Possession of marijuana	Up to \$400.00
	Pump pirating	\$50.00--\$500.00 and/or imprisonment not to exceed 60 days
	Age misrepresentation	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Furnishing alcoholic beverages	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Possession, distribution; harmful substances and narcotics	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Narcotics	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Nudity, indecent exposure	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Peeping Toms	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Possession or sale of drug related paraphernalia	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Assault and battery	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Discharging firearms	

		\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Disturbing the peace	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Possession of certain weapons	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Unlawful assembly	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Nuisance party	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Attendance, contribution to a nuisance party	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Social host, minors consuming alcohol	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Interference with use of property	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Molesting property	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Petit larceny	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Tampering with public utilities	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Trespass, illegal entry	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Offenses against public authority	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days

24-311	Violation of section:	
(b)	First offense	\$100.00
	Second offense, within two years of first	\$200.00
	Third offense, within two years of first	\$300.00
	Fourth offense, within two years of first	\$300.00
(c)	First offense	Up to \$100.00
	Subsequent offense, within one year of first	Up to \$200.00
(d)	First offense	Up to \$100.00
	Second offense	Up to \$200.00
	Third or subsequent offense	Up to \$300.00
(e)	Sale of tobacco products, packaging, each offense	Up to \$200.00
(f)	Sale of tobacco products, display, each offense	Up to \$200.00
24-603	Littering, failure to remove	
24-611	Court--Parental responsibility for juvenile court fines	
24-612	Failure to appear	
<i>Chapter 26--Public Improvements</i>		
26-102	Violation of chapter	\$50.00--\$750.00
<i>Chapter 28--Sign Regulations</i>		
28-106	Enforcement of chapter	
28-107	Violation of chapter	
28-302	Violation of chapter	\$50.00--\$750.00
28-412(3)	Model home directional sign, violations, per sign	\$15.00
28-902	Violation of chapter	

<i>Chapter 30--Subdivision Regulations</i>		
30-210	Violation of article 30-II	\$50.00--\$750.00
<i>Chapter 32--Traffic and Vehicles</i>		
32-112(a)	Violation of chapter, generally	\$35.00--\$200.00
32-112(b)	Violation of specific provisions of chapter as listed below:	
	NCC 32-201 Duties of drivers involved in accidents	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	NCC 32-419 Driving: Reckless	
	NCC 32-425 Driving: Unauthorized person operating a vehicle	
	NCC 32-426 Driving: Transportation of alcoholic beverages	
	NCC 32-430 Passing: School bus	
	NCC 32-441 Fleeing or attempting to elude a police officer	
32-112(d)	Court fines in addition to fine and/or imprisonment	As determined by the court
32-112(e)	Violation of NCC 32-507 Child passenger restraint system	\$50.00
32-112(f)	Violation of NCC 32-508 Mandatory use of seatbelts	\$10.00
32-112(g)	Violation of NCC 32-409(c) Driving without license	\$100.00--\$750.00 and/or imprisonment not to exceed 60 days
32-112(h)	Violation of NCC 32-447 Improper transportation of a firearm	\$70.00 plus court costs
32-112(i)	Violation of NCC 32-442 Carrying of security verification form while operating vehicle	\$50.00--\$250.00 and/or imprisonment not to exceed 30 days
32-444	Transportation of children by day care centers--citations	\$50.00--\$200.00
32-507	Child passenger restraint system	\$50.00

32-509	Unlawful operation of a motor vehicle while texting	Up to \$100.00
32-717	Parking in accessible parking space prohibited	\$500.00
<i>Chapter 34--Utility Services</i>		
34-101	Violation of chapter	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
<i>Chapter 36--Zoning</i>		
36-407	Violation of article 36-IV	In accordance with NCC 36-569
36-533	Offenses cited by the Planning and Community Development Department	\$50.00--\$750.00
36-569	Violation of chapter	\$50.00--\$750.00

**SECTION 3: SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

PASSED AND ADOPTED BY THE CITY OF NORMAN CITY COUNCIL

\_\_\_\_\_.

**AYE**

**NAY**

**ABSENT**

**ABSTAIN**

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Larry Heikkila, Mayor, City of Norman

\_\_\_\_\_  
Brenda Hall, City Clerk, City of Norman

**File Attachments for Item:**

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2223-51 UPON FIRST READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FURTHER AMENDING ORDINANCE O-1819-44 AS AMENDED BY ORDINANCE O-1920-68 AS AMENDED BY ORDINANCE O-2122-32 FIXING THE COMPENSATION OF THE CITY MANAGER AS PROVIDED BY ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE EFFECTIVE DATE FOR COMPENSATION TO BEGIN; AND PROVIDING FOR THE SEVERABILITY THEREOF.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/13/2023

**REQUESTER:** Mayor Heikkila

**PRESENTER:** Kathryn Walker, City Attorney

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2223-51 UPON FIRST READING:  
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FURTHER AMENDING ORDINANCE O-1819-44 AS AMENDED BY ORDINANCE O-1920-68 AS AMENDED BY ORDINANCE O-2122-32 FIXING THE COMPENSATION OF THE CITY MANAGER AS PROVIDED BY ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE EFFECTIVE DATE FOR COMPENSATION TO BEGIN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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### BACKGROUND:

After an extensive search and interview process, the City Council hired Mr. Darrel Pyle to serve as City Manager for the City of Norman in June 2019. Mr. Pyle began his employment on July 15, 2019. Council conducted its annual review of Mr. Pyle during an Executive Session on June 6, 2023. Staff was asked to draft an addendum to Mr. Pyle's contract reflecting the discussion in Executive Session.

The City Charter also requires that the City Manager's compensation be set by ordinance.

### DISCUSSION:

Ordinance O-2234-51 comes to Council as a companion item for Addendum Three to Contract K-1819-146 increasing Mr. Pyle's base salary to \$225,000 and the contribution up to 15% of his base salary as deferred compensation. The compensation increase will become effective upon adoption of the Ordinance on Second and Final Reading, which is planned for June 27, 2023.

### RECOMMENDATION:

Staff presents Ordinance O-2234-51 for Council's consideration.



AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FURTHER AMENDING ORDINANCE O-1819-44 AS AMENDED BY ORDINANCE O-1920-68 AS AMENDED BY ORDINANCE O-2122-32 FIXING THE COMPENSATION OF THE CITY MANAGER AS PROVIDED BY ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE EFFECTIVE DATE FOR COMPENSATION TO BEGIN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- §1. WHEREAS, Section 1 of Article XVII of the Charter of the City of Norman, Oklahoma, does provide that the City Council shall fix, by Ordinance, the compensation of the City Manager; and
- §2. WHEREAS, by Contract K-1819-146 Darrel Pyle was hired as City Manager for the City of Norman, with an effective date of July 15, 2019, and the Contract along with all terms and conditions set forth therein has been ratified and affirmed by the City Council; and
- §3. WHEREAS, Council adopted Ordinance O-1819-44 on June 25, 2019 setting the salary and compensation of the City Manager at an annual base salary of \$170,000; additional amount up to 13% of annual base salary as deferred compensation; one time signing payment of \$5,000; \$6,000 annual automobile allowance payable in equal installments with payroll; \$1,200 annual cellular phone allowance payable in equal installments with payroll; standard employee health & dental benefits, term life insurance of \$200,000, and a City contribution to a qualified retirement account in an amount that is equivalent to that provided for other non-union City employees; all pursuant to the terms and conditions of Contract K-1819-146; and
- §4. WHEREAS, Ordinance O-1819-44 was later amended by Council on July 7, 2020, increasing the annual base salary to \$195,000 by adoption of Ordinance O-1920-68, which was later amended by Ordinance O-2122-32 adopted by Council on December 14, 2021, which provided the City Manager use of a City vehicle in lieu of a vehicle allowance.

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

- §5. That Ordinance O-1819-44 as amended by O-1920-68 as amended by Ordinance O-2122-32, fixing the compensation of the City Manager shall remain in full force and effect, except that Section 3 of said Ordinance be amended as follows:

§3. That the salary and compensation of the City Manager shall be and are hereby fixed at: an annual base salary of \$225,000; additional amount up to 15% of annual base salary as deferred compensation; a City-provided late model, full-size automobile for the City Manager's business and personal use in accordance with City policy; a City-provided cell phone with monthly service and fees paid for by the City; standard employee health & dental benefits, term life insurance of \$200,000, and a City contribution to a qualified retirement account in an amount that is equivalent to that provided for other non-union City employees; all pursuant to the terms and conditions of Addendum 3 to Contract K-1819-146.

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

ADOPTED this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

NOT ADOPTED this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

ATTEST:

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

**File Attachments for Item:**

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2223-39: DEDICATION OF ADDITIONAL PUBLIC UTILITY EASEMENT BY THE CITY OF NORMAN FOR USE BY FRANCISEES AND THE CITY, AND AS A PART OF THE JENKINS AVENUE WIDENING 2019 BOND PROJECT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/13/2023

**REQUESTER:** Tim Miles, Capital Projects Manager

**PRESENTER:** Shawn O'Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2223-39: DEDICATION OF ADDITIONAL PUBLIC UTILITY EASEMENT BY THE CITY OF NORMAN FOR USE BY FRANCISEES AND THE CITY, AND AS A PART OF THE JENKINS AVENUE WIDENING 2019 BOND PROJECT.

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### BACKGROUND:

On April 2, 2019, the citizens of Norman voted in favor of a \$72 million transportation bond issue, which includes nineteen (19) projects. With the anticipated \$67 million in federal dollars being leveraged for these projects, approximately \$139 million is budgeted for the nineteen (19) projects. Please see the attached project list and map showing the approved projects.

On August 19, 2019, City staff advertised Request for Proposal RFP 1920-16 to solicit Consulting Engineering Services for the fourteen (14) bond projects still requiring design. The selection committee consisting of three (3) City staff and two (2) citizens shortlisted nine (9) consultant teams for interviews held on October 2, 2019. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- Cowan Group, Oklahoma City
- Freese and Nichols, Oklahoma City
- MacArthur Associated Consultants, Oklahoma City
- Olsson Associates, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance on their current projects and capabilities of their firm to complete a specific project.

On November 26, 2019, City Council awarded design contract K-1920-91, for the Jenkins Avenue Widening Project to Freese and Nichols of Oklahoma City in the amount of \$827,005.00.

On September 8, 2020, the Norman City Council approved Programming Resolution No. R-2021-46 requesting federal funds for the Jenkins Avenue Widening Project. This resolution states the City's commitment to adhere to the terms and conditions of a federally funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, up to a project maximum of \$7,500,000 in federal funds, and administration of the construction with the matching share from the City of Norman.

The City's current construction cost estimate for the project is \$9,375,000. Based on this amount, City 2019 Bond Funds will pay \$1,875,000 or 20% and federal funds will pay \$7,500,000 or 80% of construction and construction management costs. Federal funds have been secured for FFY2024, which means ODOT will conduct a bid opening for the project as early as November 2023. City staff, University of Oklahoma and ODOT are all working toward the November 2023 bid date. Construction is anticipated to start in February or March 2024.

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On January 24, 2023, City Council approved an ODOT Project Agreement for the Jenkins Avenue Widening Project.

Tonight's agenda item is a new ONG Private Utility Easement to replace one they recently vacated through Reaves Park. This agenda item is a companion agenda item to one (1) other agenda item that add a new Permanent Utility Easement for City and franchise utility use, also within Reaves Park.

## **DISCUSSION:**

When evaluating land needs and utility conflicts for the Jenkins Avenue Widening 2019 Bond Project, it was discovered that some existing utility easements need to be modified within Reaves Park. Two (2) companion agenda items on tonight's City Council agenda address these existing issues and are explained below.

ONG has a private utility easement in Reaves Park that generally parallels Jenkins Avenue outside of existing public street right-of-way. However, the ONG gas line through Reaves Park actually meanders outside the current private easement for the majority of the way through Reaves Park. ONG offered to either relocate their gas line within the easement or work with City staff to dedicate ONG a new easement and vacate the portion of their easement no longer needed. After review by City staff, it was determined that the existing location of the ONG gas line was currently in the best location for other utility companies to relocate their utilities around. As a result, City and ONG staff began the process of a partial vacation and dedication of replacement ONG private utility easement within Reaves Park. ONG has already executed and filed a partial release of the ONG private utility easement.

Tonight, City Council is being asked to approve a new dedicated ONG private utility easement (E-2223-40) and dedicate a new public utility easement (E-2223-39), located between the new dedicated ONG private utility easement and existing Jenkins Avenue right-of-way for the use of City and franchise utility owners. The City of Norman Utilities Department recently installed a

new water line in this area and has not secured the easement from Parks yet. Also, City staff is working with OG&E, AT&T, and COX Communications to relocate overhead electric lines and fiber communication lines underground per the request of several City councilmembers. This new utility easement encompasses the new City water line and is the proposed area for our franchise utility owners to relocate.

These easements are dedicated as a means of replacing existing easement or for the City's own benefit and thus involve no additional remuneration.

**RECOMMENDATION:**

Staff recommends that Easement E-2223-39, additional public utility easement dedicated by the City of Norman for use by the City and franchisees, be approved and the execution and filing be directed thereof.

Parcel No: 3.1  
Project: Jenkins Ave.  
J/P No: 36148(04)

**DEDICATION OF PUBLIC UTILITY EASEMENT**

**Know all men by these presents:**

That City of Norman, of Cleveland County, State of Oklahoma in consideration of the sum of One Dollar (\$1.00) and other good, valuable and consideration, has/have this day sold, conveyed and dedicated to the City of Norman, and for valid franchisee use, a permanent utility easement over the following described land, to-wit:

**See attached Exhibit A- Legal Description and Map**

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a utility.

**DEDICATION OF PUBLIC UTILITY EASEMENT**

To have and to hold the same unto the said city, its successors, and assigns, permanently publicly dedicated for these purposes, forever.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

(OWNER NAME) by:

\_\_\_\_\_ Title \_\_\_\_\_

**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 \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, personally appeared \_\_\_\_\_, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that \_\_\_\_\_ 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.

My Commission Expires: \_\_\_\_\_ Notary Public: \_\_\_\_\_

Approved as to form and legality this 2 day of June, 2023.

Elizabeth Huckala  
City Attorney

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
SEAL:



EASEMENT DESCRIPTION

Exhibit “A”


Legal Description

A general use utility easement being part of the Southwest Quarter (SW/4) and Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);  
THENCE North 00°14’41” West, along and with the West line of said Southwest Quarter (SW/4), a distance of 667.39 feet;  
THENCE North 89°45’14” East, a distance of 64.99 feet to the POINT OF BEGINNING;  
THENCE North 00°14’41” West, a distance of 679.50 feet;  
THENCE South 89°45’19” West, a distance of 25.00 feet;  
THENCE North 00°14’41” West, a distance of 1,291.92 feet;  
THENCE North 89°43’02” East, a distance of 32.26 feet;  
THENCE South 00°41’22” East, a distance of 286.30 feet;  
THENCE South 01°58’50” East, a distance of 369.25 feet;  
THENCE South 01°23’19” East, a distance of 207.67 feet;  
THENCE South 00°49’35” East, a distance of 855.93 feet;  
THENCE South 01°56’18” West, a distance of 189.18 feet;  
THENCE South 00°10’19” West, a distance of 65.51 feet;  
THENCE South 89°45’14” West, a distance of 25.83 feet to the POINT OF BEGINNING.  
Containing 77,241 square feet or 1.7732 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet.

NOTE: THIS IS NOT A LAND OR BOUNDARY SURVEY PLAT, AND IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING OR OTHER FUTURE IMPROVEMENT LINES  
  
This exhibit represents an easement, proposed or existing, and does not represent a true boundary survey. The footages and ties shown are from lines of occupation, record drawings, or a combination thereof, not from actual property corners.



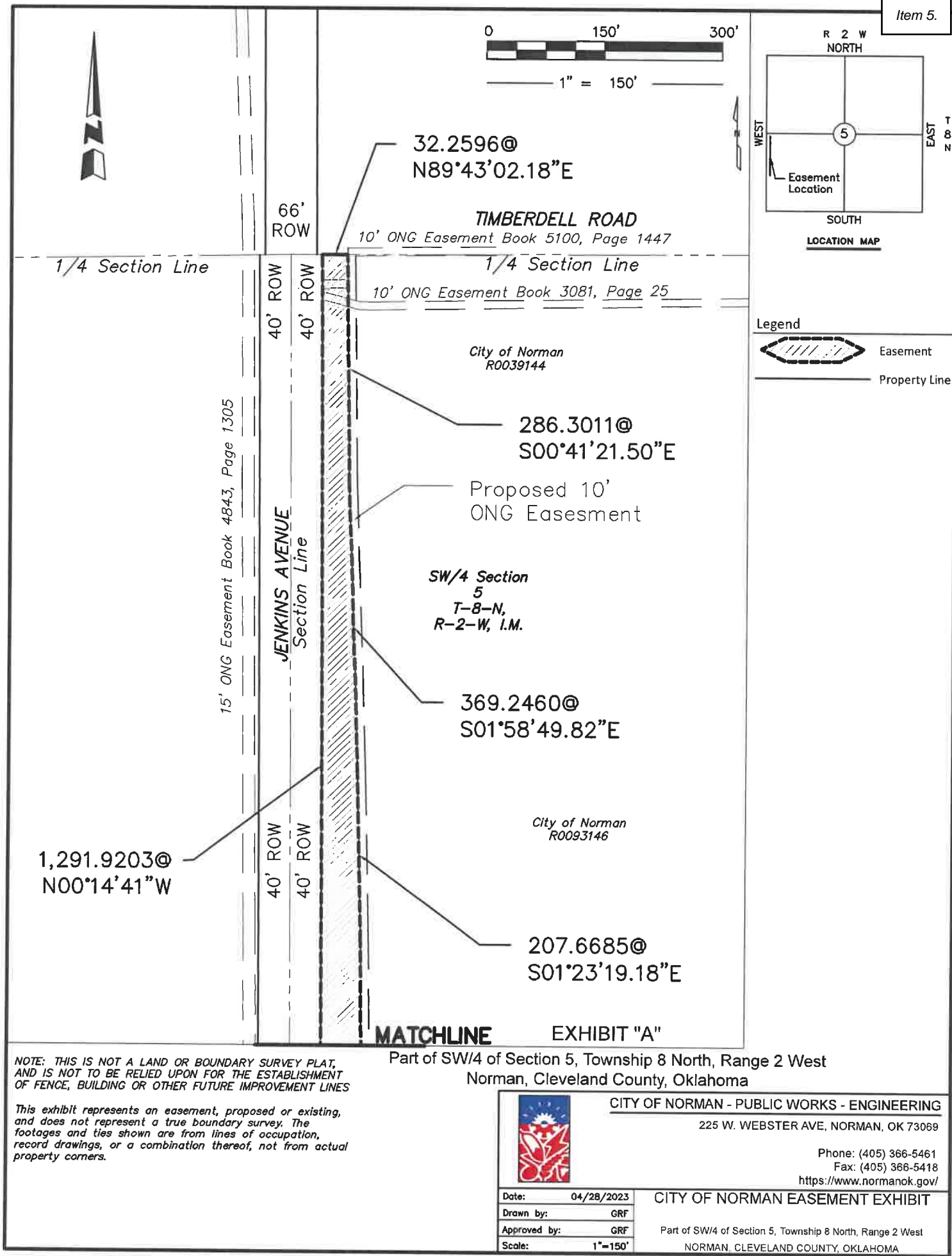
CITY OF NORMAN - PUBLIC WORKS - ENGINEERING

225 W. WEBSTER AVE, NORMAN, OK 73069

Phone: (405) 366-5461  
Fax: (405) 366-5418  
<https://www.normanok.gov/>

Date:	04/28/2023	CITY OF NORMAN EASEMENT EXHIBIT
Drawn by:	GRF	
Approved by:	GRF	
Scale:	N/A	

Part of SW/4 of Section 5, Township 8 North, Range 2 West  
NORMAN, CLEVELAND COUNTY, OKLAHOMA

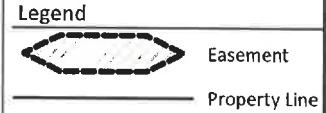
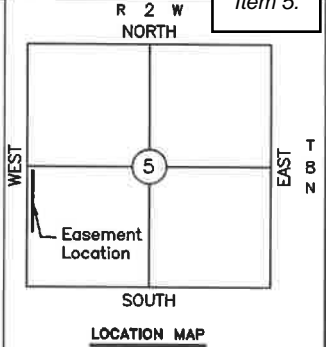
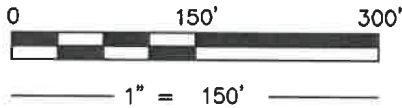




15' ONG Easement Book 4843, Page 1305

JENKINS AVENUE 40' ROW  
Section Line 40' ROW

MATCHLINE



25.00@  
S89°45'19.00"W

855.9330@  
S00°49'34.76"E

SW/4 Section  
5  
T-8-N,  
R-2-W, I.M.

679.4979@  
N00°14'41.00"W

Proposed 10'  
ONG Easement

City of Norman  
R0093146

189.1799@  
S01°56'18"W

65.5131@  
S00°10'19.00"W

10' ONG Easement Book 5100, Page 1447

40' ROW @ CONSTITUTION AVENUE  
40' ROW

667.3888@  
N00°14'41.00"W

25.8320@  
S89°45'14.40"W

P.O.B.

P.O.C  
FND MAG NAIL  
W/2054 SHINER

64.9937@  
N89°45'14.40"E


EXHIBIT "A"

S.W. COR. SW/4  
SEC. 5 T18N R2W

Part of SW/4 of Section 5, Township 8 North, Range 2 West  
Norman, Cleveland County, Oklahoma

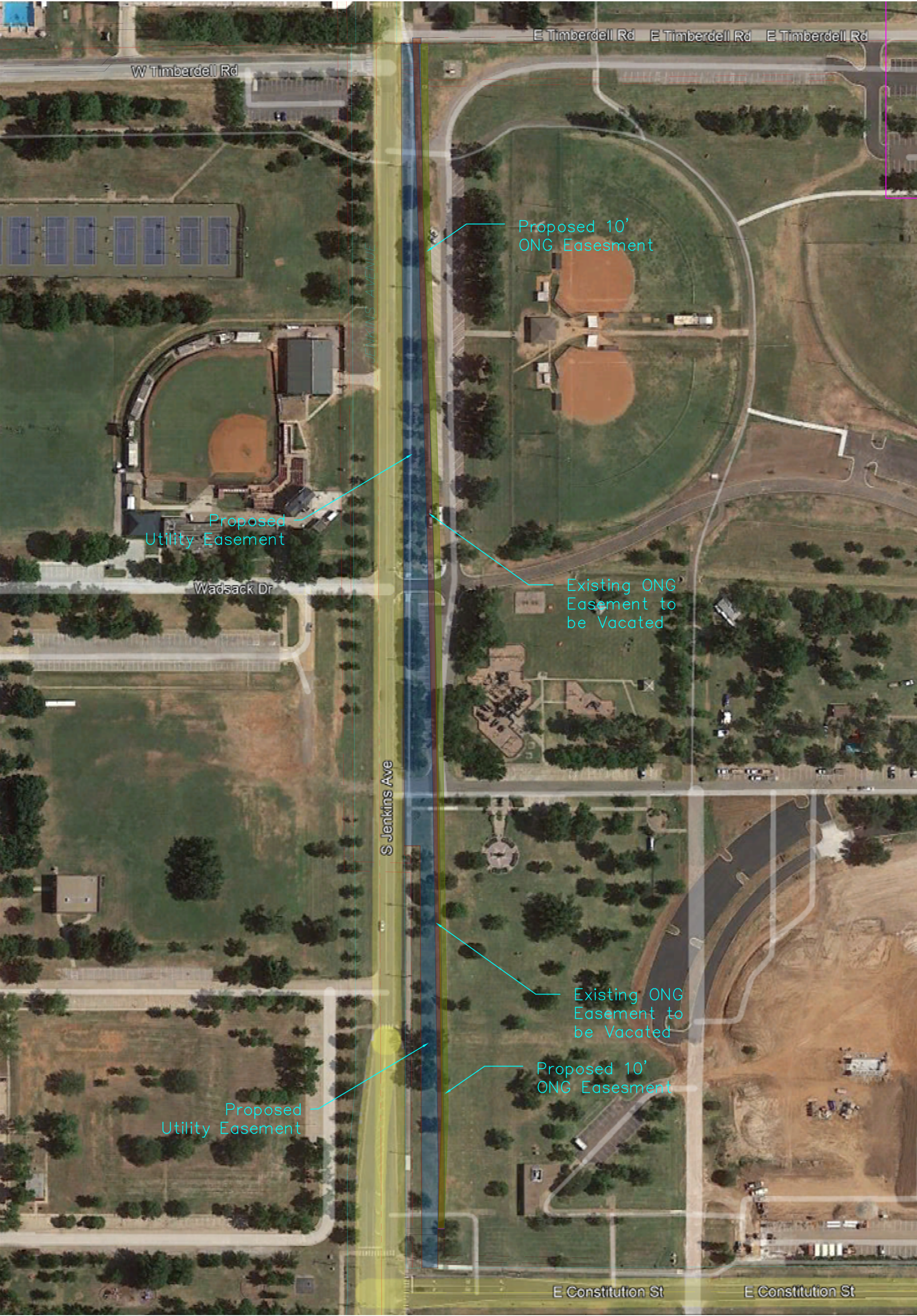
NOTE: THIS IS NOT A LAND OR BOUNDARY SURVEY PLAT,  
AND IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT  
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		<b>CITY OF NORMAN - PUBLIC WORKS - ENGINEERING</b>	
		225 W. WEBSTER AVE, NORMAN, OK 73069	
		Phone: (405) 366-5461 Fax: (405) 366-5418 <a href="https://www.normanok.gov/">https://www.normanok.gov/</a>	
<b>Date:</b> 04/28/2023		<b>CITY OF NORMAN EASEMENT EXHIBIT</b>	
<b>Drawn by:</b> GRF			
<b>Approved by:</b> GRF		Part of SW/4 of Section 5, Township 8 North, Range 2 West	
<b>Scale:</b> 1"=150'		NORMAN, CLEVELAND COUNTY, OKLAHOMA	



Jenkins Avenue Widening Project- Reaves Park Utility Easements





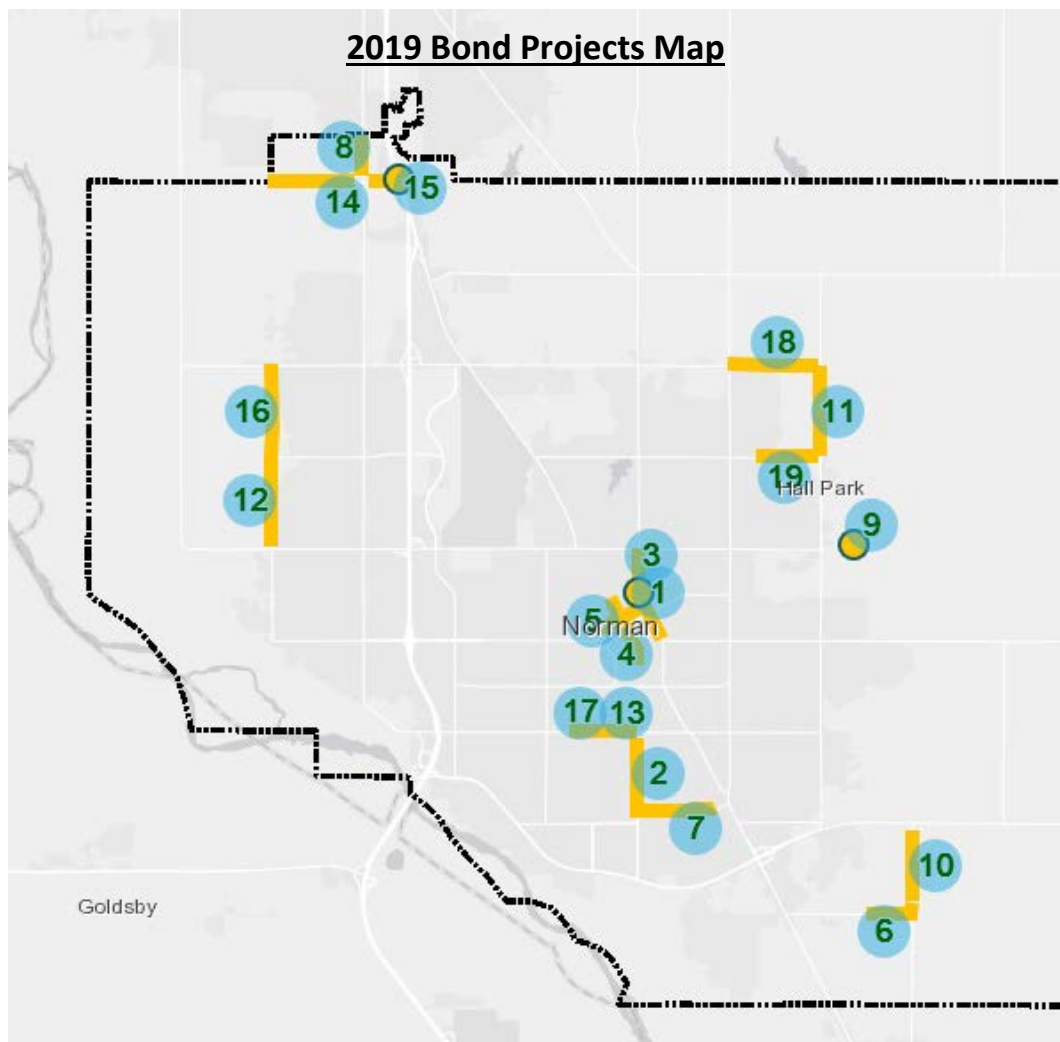


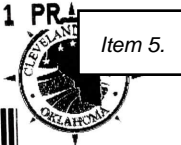
## Jenkins Avenue Widening Project Location Map





2019 Bond Projects List		
Construction Year	Project No. on Map	Project Location
2020	1	Porter Avenue and Acres Street
2021	2	Jenkins Avenue - Imhoff Road to Lindsey Street
2021	3	Porter Avenue Streetscape
2022	4	James Garner Avenue - Acres to Duffy
2022	5	Gray Street Two-Way Conversion
2023	6	Cedar Lane Road - East of 24th Avenue SE to 36th Avenue SE
2023	7	Constitution Street - Jenkins to Classen
2024	8	36th Avenue NW - North of Indian Hills Road to Moore City Limit
2024	9	Traffic Management Center
2025	10	36th Avenue SE - Cedar Lane Road to State Highway 9
2025	11	24th Avenue NE - Rock Creek Road to Tecumseh Road
2026	12	48th Avenue NW - Phase 1 - Robinson Street to Rock Creek Road
2027	13	Lindsey Street Special Corridor (Elm Avenue to Jenkins Avenue)
2028	14	Indian Hills Road - 48th Avenue NW to Interstate 35
2028	15	Indian Hills Road and I-35 Interchange Match Funds
2029	16	48th Avenue NW - Phase 2 - Rock Creek Road to Tecumseh Road
2029	17	Lindsey Street Special Corridor (Pickard Avenue to Elm Avenue)
2030	18	Tecumseh Road - 12th Ave NE to 24th Ave NE
2030	19	Rock Creek Road - Queenston to 24th Avenue NE





Item 5.

Fee: \$ 24.00

bp

## PARTIAL RELEASE OF RIGHT OF WAY

WHEREAS, **OKLAHOMA NATURAL GAS, a division of ONE Gas, Inc., an Oklahoma corporation**, has been requested to execute a partial release of the following described Right of Way Agreement covering lands in the County of Cleveland State of Oklahoma, to-wit:

Right of Way Agreement dated December 18<sup>th</sup>, 2012, between the City of Norman, Oklahoma, a municipal corporation, and Oklahoma Natural Gas Company. A Division of ONEOK, Inc., an Oklahoma corporation covering:

“A 10-foot wide right of way lying in the SW/4 of Section 5, T8N, R2W, I.M.”

*(The above Right of Way Agreement was subsequently assigned to ONE Gas, Inc. an Oklahoma corporation dated January 20, 2014, recorded in Book 5257, Page 1337)*

Said Right of Way Agreement being recorded in Book 5100 at Page 1447 in the office of the County Clerk of the afore-mentioned County and State.

NOW, THEREFORE, Oklahoma Natural Gas, as present owner of said Right of Way does hereby release, relinquish and surrender all rights acquired under and by virtue of the terms of said above-described Right of Way Agreement, INsofar BUT ONLY INsofar as the same covers the following described lands:

A tract of land being a part of the Southwest Quarter (SW/4) and Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two 92) West of the Indian Meridian, Cleveland County, Oklahoma, as more particularly described and depicted on EXHIBIT "A" attached hereto and made part hereof.

All other lands covered by such Right of Way Agreement shall be and remain subject to all the terms thereof and all rights to such lands granted by such Right of Way Agreement are expressly excepted and reserved from this partial release.

IN WITNESS WHEREOF, said Oklahoma Natural Gas Company has caused these presents to be executed by its Vice President this 2nd day of may 2023.

### Return To:

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

Oklahoma Natural Gas Company, a division of  
ONE Gas, Inc., an Oklahoma corporation

- DocuSigned by:

Chris Carr

-999DF43B81E2482

By

Chris Carr, Vice President of Operations

STATE OF OKLAHOMA}

: SS

COUNTY OF TULSA

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of may, 2023, personally appeared Chris Carr to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its Vice President of Operations, 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 such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires: 06/06/24

#16005513

Notary Public

Jenkins Avenue Norman K1920-91

CUE: 35998

021.2001.2001.1840700.23.000000



DocuSign Envelope ID: E81C1501-245D-4E4E-BEBC-FAE180CA0C24

State of OKLAHOMA

County of TULSA

I certify that the preceding or attached document entitled (PARTIAL RELEASE OF RIGHT OF WAY AGREEMENT), (dated the 2nd day of May 2023), containing (DocuSign Envelope ID: E81C1501-245D-4E4E-BEBC-FAE180CA0C24) These pages are a true and correct copy of an electronic document printed by me or under my supervision, and that, at the time of printing, no security features present on the electronic document indicated any changes or errors in an electronic signature or other information in the electronic document since its creation or execution.

Dated: May 2nd, 2023

[Signature]

(Signature of notary public)

(Notary seal)



Notary Public: #16005513

(My commission expires: 06/06/24)

ONG-Partial Release

Exhibit "A"

LEGAL DESCRIPTION

Oklahoma Natural Gas Company

Partial Release of Right-of-Way Agreement  
Book 5100, Page 1447

April 6, 2023

A tract of land being a part of the Southwest Quarter (SW/4) and Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being that portion of the 10' Right-of-Way Agreement recorded in Book 5100, Page 1447 (ONG R/W) whose centerline is more particularly described as follows:

Commencing at the beginning point of said ONG R/W 669 feet North and 542 feet East of the Southwest (SW) Corner of said Section 5;

THENCE North 03°55'00" West, a distance of 3.00 feet;

THENCE North 88°31'00" West, a distance of 205.00 feet;

THENCE North 88°32'00" West, a distance of 241.00 feet;

THENCE North 00°25'00" East, a distance of 45.24 feet to the POINT OF BEGINNING of that portion of said ONG R/W to be released;

THENCE continuing North 00°25'00" East, a distance of 103.76 feet;

THENCE North 00°34'00" West, a distance of 220.00 feet;

THENCE North 00°35'00" West, a distance of 180.00 feet;

THENCE North 00°33'00" West, a distance of 190.00 feet;

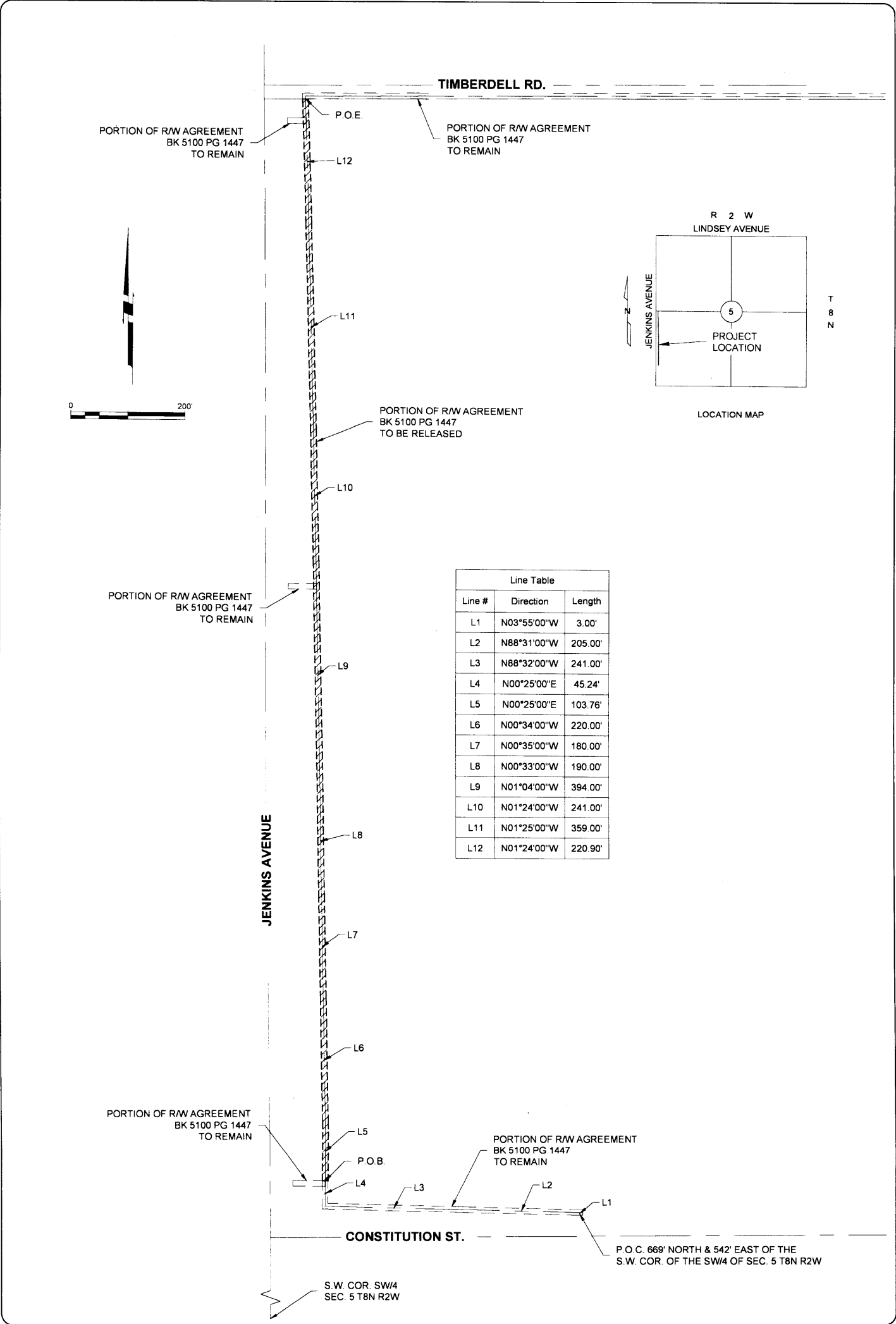
THENCE North 01°04'00" West, a distance of 394.00 feet;

THENCE North 01°24'00" West, a distance of 241.00 feet;

THENCE North 01°25'00" West, a distance of 359.00 feet;

THENCE North 01°24'00" West, a distance of 220.90 feet to the POINT OF ENDING.

EXHIBIT "A"



ACAD FILE: S:\Civil 3D proj\9000 ONG\10817 Timberdell and Jenkins\Working Folder\10817-Partial Release.dwg, 4/7/2023 10:37 AM, Matt Johnson  
XREFS LOADED

Copyright © 2023 Johnson & Associates

Proj. No.: 10817

Date: 4-7-23

Scale: 1"=200'

OKLAHOMA NATURAL GAS COMPANY

NORMAN, CLEVELAND COUNTY, OKLAHOMA

PARTIAL RELEASE R/W AGREEMENT

BOOK 5100 PG 1447

JA

Johnson & Associates  
1 E. Sheridan Ave., Suite 200  
Oklahoma City, OK 73104  
(405) 235-8075 FAX (405) 235-8078 www.jaac.com  
Certificate of Authorization #1484 Exp. Date: 06-30-2023  
• ENGINEERS • SURVEYORS • PLANNERS •

**File Attachments for Item:**

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2223-40: A REPLACEMENT UTILITY EASEMENT FROM THE CITY OF NORMAN TO OKLAHOMA NATURAL GAS FOR THE PURPOSES OF THE JENKINS AVENUE WIDENING 2019 BOND PROJECT.



## CITY OF NORMAN, OK STAFF REPORT

---

**MEETING DATE:** 06/13/2023

**REQUESTER:** Tim Miles, Capital Projects Manager

**PRESENTER:** Shawn O'Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2223-40: A REPLACEMENT UTILITY EASEMENT FROM THE CITY OF NORMAN TO OKLAHOMA NATURAL GAS FOR THE PURPOSES OF THE JENKINS AVENUE WIDENING 2019 BOND PROJECT.

---

### BACKGROUND:

On April 2, 2019, the citizens of Norman voted in favor of a \$72 million transportation bond issue, which includes nineteen (19) projects. With the anticipated \$67 million in federal dollars being leveraged for these projects, approximately \$139 million is budgeted for the nineteen (19) projects. Please see the attached project list and map showing the approved projects.

On August 19, 2019, City staff advertised Request for Proposal RFP 1920-16 to solicit Consulting Engineering Services for the fourteen (14) bond projects still requiring design. The selection committee consisting of three (3) City staff and two (2) citizens shortlisted nine (9) consultant teams for interviews held on October 2, 2019. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- Cowan Group, Oklahoma City
- Freese and Nichols, Oklahoma City
- MacArthur Associated Consultants, Oklahoma City
- Olsson Associates, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance on their current projects and capabilities of their firm to complete a specific project.

On November 26, 2019, City Council awarded design contract K-1920-91, for the Jenkins Avenue Widening Project to Freese and Nichols of Oklahoma City in the amount of \$827,005.00.

On September 8, 2020, the Norman City Council approved Programming Resolution No. R-2021-46 requesting federal funds for the Jenkins Avenue Widening Project. This resolution states the City's commitment to adhere to the terms and conditions of a federally funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, up to a project maximum of \$7,500,000 in federal funds, and administration of the construction with the matching share from the City of Norman.

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On January 24, 2023, City Council approved an ODOT Project Agreement for the Jenkins Avenue Widening Project.

Tonight's agenda item is a new ONG Private Utility Easement to replace one they recently vacated through Reaves Park. This agenda item is a companion agenda item to one (1) other agenda item that add a new Permanent Utility Easement for City and franchise utility use, also within Reaves Park.

## **DISCUSSION:**

When evaluating land needs and utility conflicts for the Jenkins Avenue Widening 2019 Bond Project, it was discovered that some existing utility easements need to be modified within Reaves Park. Two (2) companion agenda items on tonight's City Council agenda address these existing issues and are explained below.

ONG has a private utility easement in Reaves Park that generally parallels Jenkins Avenue outside of existing public street right-of-way. However, the ONG gas line through Reaves Park actually meanders outside the current private easement for the majority of the way through Reaves Park. ONG offered to either relocate their gas line within the easement or work with City staff to dedicate ONG a new easement and vacate the portion of their easement no longer needed. After review by City staff, it was determined that the existing location of the ONG gas line was currently in the best location for other utility companies to relocate their utilities around. As a result, City and ONG staff began the process of a partial vacation and dedication of replacement ONG private utility easement within Reaves Park.

ONG has already executed and filed the attached partial release of the ONG private utility easement.

Tonight, City Council is being asked to approve a new dedicated ONG private utility easement (E-2223-40) and dedicate a new public utility easement (E-2223-39), located between the new

dedicated ONG private utility easement and existing Jenkins Avenue right-of-way for the use of City and franchise utility owners. The City of Norman Utilities Department recently installed a new water line in this area and has not secured the easement from Parks yet. Also, City staff is working with OG&E, AT&T, and COX Communications to relocate overhead electric lines and fiber communication lines underground per the request of several City councilmembers. This new utility easement encompasses the new City water line and is the proposed area for our franchise utility owners to relocate.

These easements are dedicated as a means of replacing existing easement or for the City's own benefit and thus involve no additional remuneration.

**RECOMMENDATION:**

Staff recommends that Easement E-2223-40, a replacement utility easement from the City of Norman to Oklahoma Natural Gas, be approved and the execution and filing be directed thereof.

E-2223-40

**RIGHT OF WAY AGREEMENT**

THIS AGREEMENT, made and entered into by and between the **CITY OF NORMAN, OKLAHOMA**, a municipal corporation, hereinafter called the "Grantor", and **OKLAHOMA NATURAL GAS, a division of ONE Gas, Inc.**, an Oklahoma corporation, hereinafter called the "Grantee".

WITNESSETH, that said Grantor, for and in consideration of \$1.00 and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay, and remove a pipeline, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Cleveland, State of Oklahoma, and more particularly identified and described as follows, to-wit:

A permanent easement Ten (10) feet in width; lying in the Southwest Quarter (SW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted: provided, however, that Grantor shall not, construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipeline of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipeline and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipeline.
4. That the Grantee shall pay all damages to fences, crops, and premises which may be suffered by reason of laying, relaying, maintaining, operating or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

*[Remainder of page intentionally left blank. Signature page and Exhibits "A" follows.]*



E-2223-40

IN WITNESS WHEREOF, the undersigned have executed this Right of Way Agreement this  
 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF NORMAN, a municipal corporation**

By: \_\_\_\_\_  
 \_\_\_\_\_

Approved by the City Attorney on the 16<sup>th</sup> day of June, 2023.

**APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT**  
 BY Chesaleth D. [Signature] DATE 6/16/23

**OKLAHOMA NATURAL GAS, a division of  
 ONE Gas, Inc., an Oklahoma corporation**

DocuSigned by:  
Chris Carr  
 By: 999DF43B81E3482  
 Chris Carr, Vice President of Operations

STATE OF OKLAHOMA }  
 } ss.  
 COUNTY OF \_\_\_\_\_ }

DS  
DRE

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
 \_\_\_\_\_ as \_\_\_\_\_ of CITY OF NORMAN, a municipal corporation.

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

Commission Number: \_\_\_\_\_

NOTARY PUBLIC

STATE OF OKLAHOMA }  
 } ss.  
 COUNTY OF Tulsa }

This instrument was acknowledged before me on the 02nd day of May, 2023, by Chris Carr, Vice President of Operations, for OKLAHOMA NATURAL GAS, a division of ONE Gas, Inc., an Oklahoma corporation.

My Commission Expires: 06/06/24

Commission Number: 16005513

[Signature]  
 NOTARY PUBLIC

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



Check No:  
 Linc: Jenkins Ave K1920-91

CUE: 35998  
 J.O. 021.2001.2001.1840700.23.000000

E-2223-40

DocuSign Envelope ID: E81C1501-245D-4E4E-BEBC-FAE180CA0C24

State of OKLAHOMACounty of TULSA

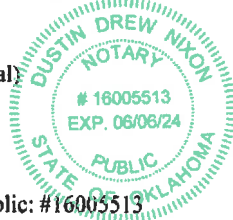
I certify that the preceding or attached document entitled (RIGHT OF WAY AGREEMENT),  
(dated the 2nd day of May 2023), containing (DocuSign Envelope ID:

E81C1501-245D-4E4E-BEBC-FAE180CA  
0C24 These pages are a true and correct copy  
of an electronic document printed by me or under my supervision, and that, at the time of  
printing, no security features present on the electronic document indicated any changes or errors  
in an electronic signature or other information in the electronic document since its creation or  
execution.

Dated: May 2nd, 2023

(Signature of notary public)

(Notary seal)



Notary Public: #16005513

(My commission expires: 06/06/24)

ONG-RIGHT OF WAY AGREEMENT

**Exhibit "A"**

E-2223-40

**LEGAL DESCRIPTION**

Oklahoma Natural Gas Company  
City of Norman

10' Permanent Easement

April 6, 2023  
Revised April 27, 2023

A 10' permanent easement being a part of the Southwest Quarter (SW/4) and Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 00°14'41" West, along and with the West line of said Southwest Quarter (SW/4), a distance of 720.69 feet;

THENCE North 89°45'19" East, departing said West line, a distance of 91.42 feet to the POINT OF BEGINNING;

THENCE North 01°47'24" East, a distance of 199.38 feet;

THENCE North 00°49'35" West, a distance of 855.93 feet;

THENCE North 01°23'19" West, a distance of 207.67 feet;

THENCE North 01°58'50" West, a distance of 369.25 feet;

THENCE North 00°41'21" West, a distance of 296.62 feet;

THENCE North 89°43'00" East, a distance of 10.00 feet;

THENCE South 00°41'21" East, a distance of 296.43 feet;

THENCE South 01°58'50" East, a distance of 369.18 feet;

THENCE South 01°23'19" East, a distance of 207.77 feet;

THENCE South 00°49'35" East, a distance of 856.21 feet;

THENCE South 01°47'24" West, a distance of 199.61 feet;

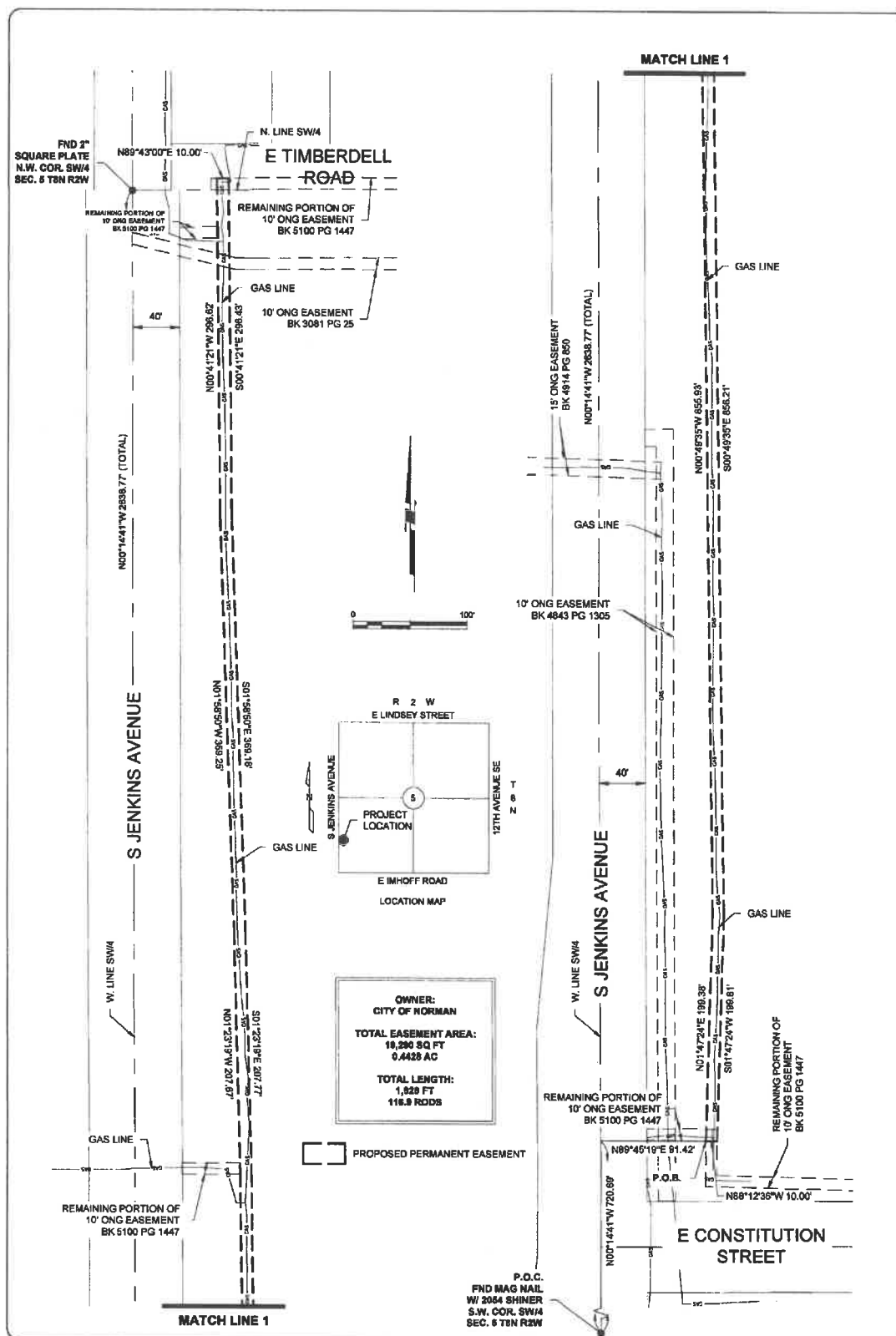
THENCE North 88°12'36" West, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 19,290 square feet or 0.4428 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet.

**EXHIBIT "A"**

E-2223-40



ACAD FILE: S:\CML SD proj\8000 ONG\10817 Timberdell and Janelle\Working Folder\10817 Ex.dwg, 4/27/2023 9:59 AM, Matt Johnson  
XREFS LOADED:

Copyright © 2023 Johnson & Associates

Proj. No.: 10817  
Date: 4-7-23  
Scale: 1"=100'  
Revised 4-27-23

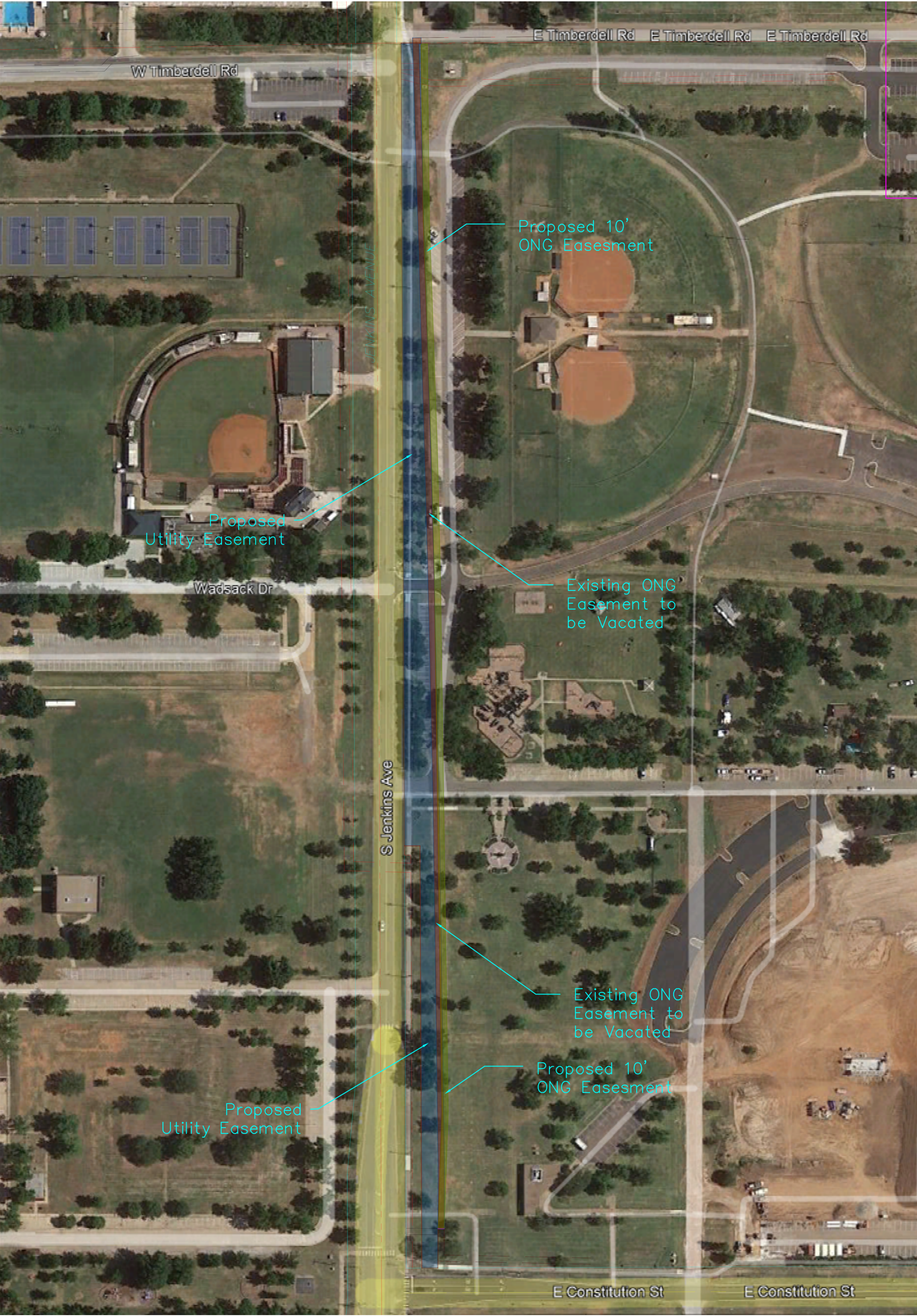
**OKLAHOMA NATURAL GAS COMPANY**  
NORMAN, CLEVELAND COUNTY, OKLAHOMA  
**CITY OF NORMAN**  
**10' PERMANENT EASEMENT**



**Johnson & Associates**  
1 E. Sheridan Ave., Suite 200  
Oklahoma City, OK 73104  
(405) 235-8675 FAX (405) 235-8078 where j&a says come  
Certificate of Authorization #1484 Exp. Date 05-30-2023



Jenkins Avenue Widening Project- Reaves Park Utility Easements



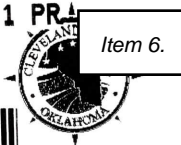




## Jenkins Avenue Widening Project Location Map







Item 6.

Fee: \$ 24.00

bp

## PARTIAL RELEASE OF RIGHT OF WAY

WHEREAS, **OKLAHOMA NATURAL GAS, a division of ONE Gas, Inc., an Oklahoma corporation**, has been requested to execute a partial release of the following described Right of Way Agreement covering lands in the County of Cleveland State of Oklahoma, to-wit:

Right of Way Agreement dated December 18<sup>th</sup>, 2012, between the City of Norman, Oklahoma, a municipal corporation, and Oklahoma Natural Gas Company. A Division of ONEOK, Inc., an Oklahoma corporation covering:

“A 10-foot wide right of way lying in the SW/4 of Section 5, T8N, R2W, I.M.”

*(The above Right of Way Agreement was subsequently assigned to ONE Gas, Inc. an Oklahoma corporation dated January 20, 2014, recorded in Book 5257, Page 1337)*

Said Right of Way Agreement being recorded in Book 5100 at Page 1447 in the office of the County Clerk of the afore-mentioned County and State.

NOW, THEREFORE, Oklahoma Natural Gas, as present owner of said Right of Way does hereby release, relinquish and surrender all rights acquired under and by virtue of the terms of said above-described Right of Way Agreement, INsofar BUT ONLY INsofar as the same covers the following described lands:

A tract of land being a part of the Southwest Quarter (SW/4) and Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two 92) West of the Indian Meridian, Cleveland County, Oklahoma, as more particularly described and depicted on EXHIBIT "A" attached hereto and made part hereof.

All other lands covered by such Right of Way Agreement shall be and remain subject to all the terms thereof and all rights to such lands granted by such Right of Way Agreement are expressly excepted and reserved from this partial release.

IN WITNESS WHEREOF, said Oklahoma Natural Gas Company has caused these presents to be executed by its Vice President this 2nd day of may 2023.

### Return To:

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

Oklahoma Natural Gas Company, a division of  
ONE Gas, Inc., an Oklahoma corporation

- DocuSigned by:

Chris Carr

-999DF43B81E2482

By

Chris Carr, Vice President of Operations

STATE OF OKLAHOMA}

: SS

COUNTY OF TULSA

}

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of may, 2023, personally appeared Chris Carr to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its Vice President of Operations, 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 such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires: 06/06/24

#16005513

Notary Public

Jenkins Avenue Norman K1920-91

CUE: 35998

021.2001.2001.1840700.23.000000

DocuSign Envelope ID: E81C1501-245D-4E4E-BEBC-FAE180CA0C24

State of OKLAHOMA

County of TULSA

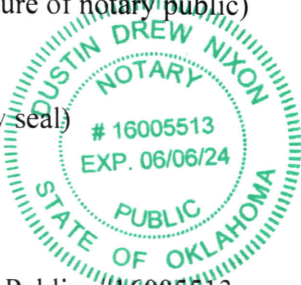
I certify that the preceding or attached document entitled (PARTIAL RELEASE OF RIGHT OF WAY AGREEMENT), (dated the 2nd day of May 2023), containing (DocuSign Envelope ID: E81C1501-245D-4E4E-BEBC-FAE180CA0C24) These pages are a true and correct copy of an electronic document printed by me or under my supervision, and that, at the time of printing, no security features present on the electronic document indicated any changes or errors in an electronic signature or other information in the electronic document since its creation or execution.

Dated: May 2nd, 2023

[Signature]

(Signature of notary public)

(Notary seal)



Notary Public: #16005513

(My commission expires: 06/06/24)

ONG-Partial Release



Exhibit "A"

LEGAL DESCRIPTION

Oklahoma Natural Gas Company

Partial Release of Right-of-Way Agreement  
Book 5100, Page 1447

April 6, 2023

A tract of land being a part of the Southwest Quarter (SW/4) and Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being that portion of the 10' Right-of-Way Agreement recorded in Book 5100, Page 1447 (ONG R/W) whose centerline is more particularly described as follows:

Commencing at the beginning point of said ONG R/W 669 feet North and 542 feet East of the Southwest (SW) Corner of said Section 5;

THENCE North 03°55'00" West, a distance of 3.00 feet;

THENCE North 88°31'00" West, a distance of 205.00 feet;

THENCE North 88°32'00" West, a distance of 241.00 feet;

THENCE North 00°25'00" East, a distance of 45.24 feet to the POINT OF BEGINNING of that portion of said ONG R/W to be released;

THENCE continuing North 00°25'00" East, a distance of 103.76 feet;

THENCE North 00°34'00" West, a distance of 220.00 feet;

THENCE North 00°35'00" West, a distance of 180.00 feet;

THENCE North 00°33'00" West, a distance of 190.00 feet;

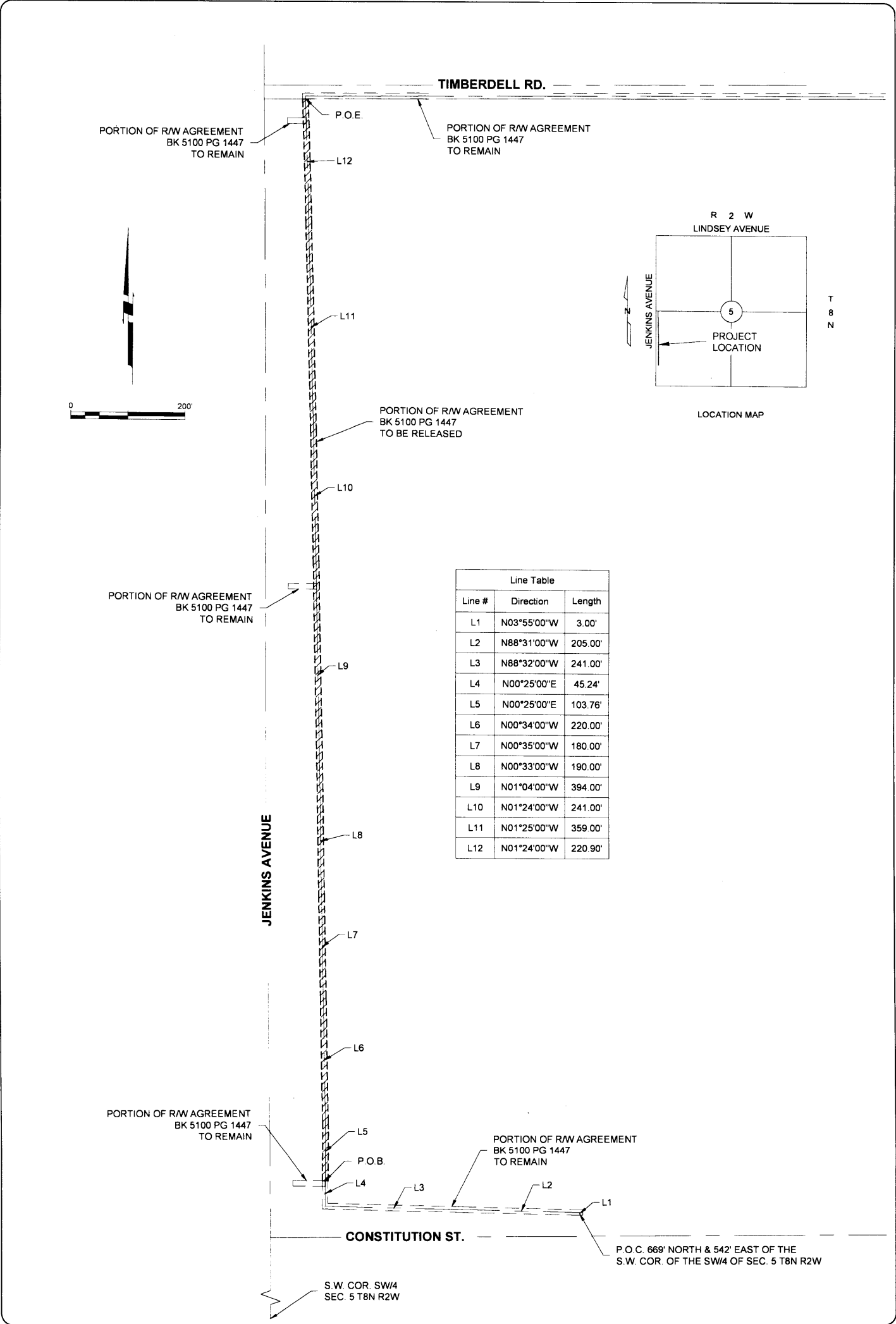
THENCE North 01°04'00" West, a distance of 394.00 feet;

THENCE North 01°24'00" West, a distance of 241.00 feet;

THENCE North 01°25'00" West, a distance of 359.00 feet;

THENCE North 01°24'00" West, a distance of 220.90 feet to the POINT OF ENDING.

EXHIBIT "A"



ACAD FILE: S:\Civil 3D proj\9000 ONG\10817 Timberdell and Jenkins\Working Folder\10817-Partial Release.dwg, 4/7/2023 10:37 AM, Matt Johnson  
XREFS LOADED

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Proj. No.: 10817

Date: 4-7-23

Scale: 1"=200'

OKLAHOMA NATURAL GAS COMPANY

NORMAN, CLEVELAND COUNTY, OKLAHOMA

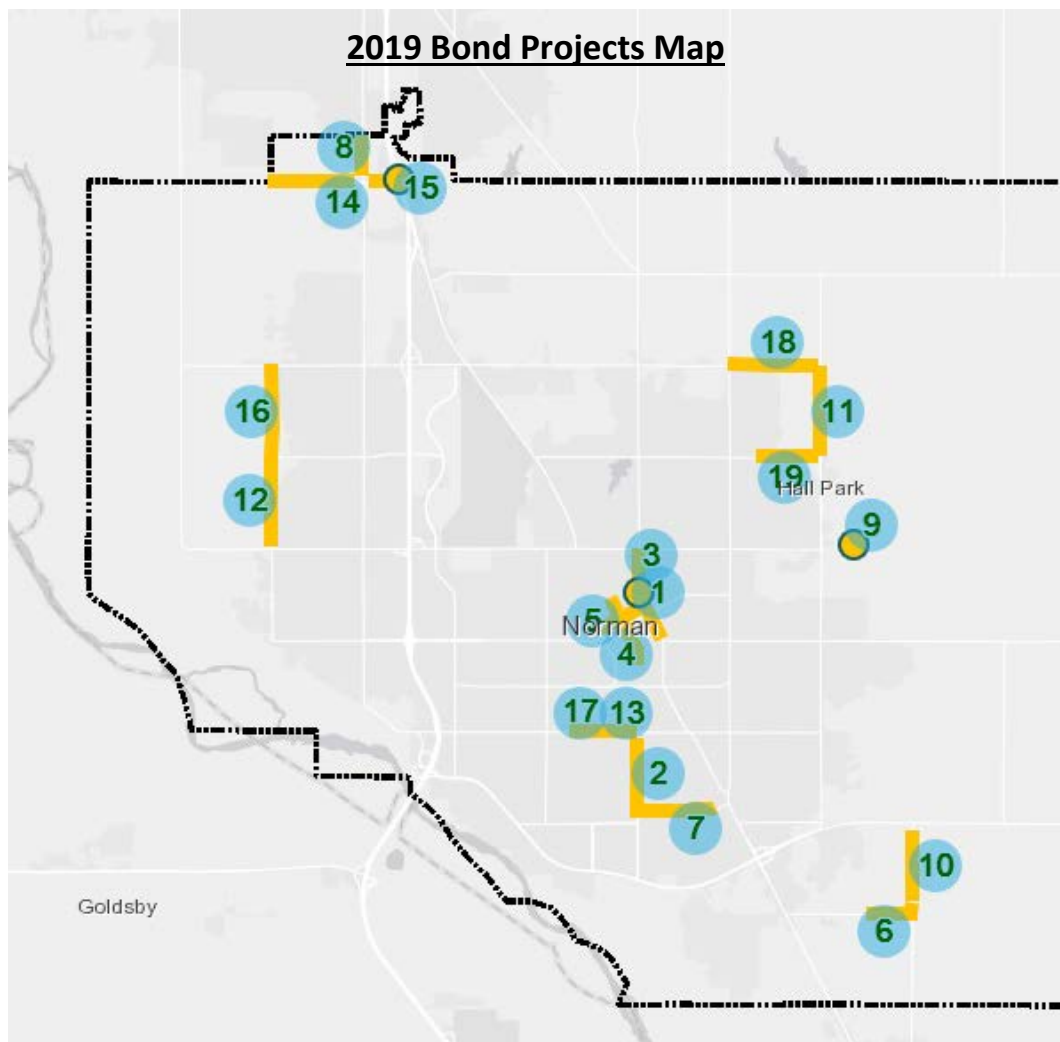
PARTIAL RELEASE R/W AGREEMENT

BOOK 5100 PG 1447

JA

Johnson & Associates  
1 E. Sheridan Ave., Suite 200  
Oklahoma City, OK 73104  
(405) 235-8075 FAX (405) 235-8078 www.jaac.com  
Certificate of Authorization #1484 Exp. Date: 06-30-2023  
• ENGINEERS • SURVEYORS • PLANNERS •

2019 Bond Projects List		
Construction Year	Project No. on Map	Project Location
2020	1	Porter Avenue and Acres Street
2021	2	Jenkins Avenue - Imhoff Road to Lindsey Street
2021	3	Porter Avenue Streetscape
2022	4	James Garner Avenue - Acres to Duffy
2022	5	Gray Street Two-Way Conversion
2023	6	Cedar Lane Road - East of 24th Avenue SE to 36th Avenue SE
2023	7	Constitution Street - Jenkins to Classen
2024	8	36th Avenue NW - North of Indian Hills Road to Moore City Limit
2024	9	Traffic Management Center
2025	10	36th Avenue SE - Cedar Lane Road to State Highway 9
2025	11	24th Avenue NE - Rock Creek Road to Tecumseh Road
2026	12	48th Avenue NW - Phase 1 - Robinson Street to Rock Creek Road
2027	13	Lindsey Street Special Corridor (Elm Avenue to Jenkins Avenue)
2028	14	Indian Hills Road - 48th Avenue NW to Interstate 35
2028	15	Indian Hills Road and I-35 Interchange Match Funds
2029	16	48th Avenue NW - Phase 2 - Rock Creek Road to Tecumseh Road
2029	17	Lindsey Street Special Corridor (Pickard Avenue to Elm Avenue)
2030	18	Tecumseh Road - 12th Ave NE to 24th Ave NE
2030	19	Rock Creek Road - Queenston to 24th Avenue NE



**File Attachments for Item:**

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2223-2: FOR SUNSET HILLS WITH VARIANCES IN THE MINIMUM FRONTAGE REQUIREMENT, FRONT BUILDING SETBACK WIDTH REQUIREMENT, PRIVATE ROAD WIDTH FOR TRACT FOUR AND EASEMENTS E-2223-37 AND E-2223-38 (GENERALLY LOCATED ON THE EAST SIDE OF 60TH AVENUE NE AND APPROXIMATELY ½ MILE NORTH OF EAST ROCK CREEK ROAD).



## CITY OF NORMAN, OK STAFF REPORT

---

**MEETING DATE:** 06/13/2023

**REQUESTER:** Ken Danner, Subdivision Development Manager

**PRESENTER:** Shawn O'Leary, Director of Public Works

**TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2223-2: FOR SUNSET HILLS WITH VARIANCES IN THE MINIMUM FRONTAGE REQUIREMENT, FRONT BUILDING SETBACK WIDTH REQUIREMENT, PRIVATE ROAD WIDTH FOR TRACT FOUR AND EASEMENTS E-2223-37 AND E-2223-38 (GENERALLY LOCATED ON THE EAST SIDE OF 60<sup>TH</sup> AVENUE NE AND APPROXIMATELY ½ MILE NORTH OF EAST ROCK CREEK ROAD).

---

### **BACKGROUND:**

This item is Norman Rural Certificate of Survey No. COS-2223-2 for Sunset Hills generally east side of 60<sup>th</sup> Avenue N.E. and approximately ½ mile north of East Rock Creek Road.

The property is located in the A-2, Rural Agricultural District.

Planning Commission, at its meeting of September 8, 2022, recommended approval of Norman Rural Certificate of Survey COS-2223-2 for Sunset Hills with a variance in a minimum lot width requirement for Tracts 4 from 250' to 208' variance in minimum width requirement measured at the front building line from 330' to 208' and a variance in the private road width requirement from 20' to 12'. With property owners on each side of Tract 4, the developer is unable to meet the frontage and minimum setback requirements. There is an existing structure on Tract 4. There is sufficient width within tract to construct a single-family residential structure without violating the required twenty-five foot (25') side yard setbacks if the existing structure were removed from the tract and a new structure constructed. The private road will only serve four (4) tracts and staff is able to support all three variances.

### **DISCUSSION:**

There are a total of four (4) tracts encompassing 50.717 acres in this certificate of survey. Tract 1 consists of 10.002 acres, Tracts 2 consists of 10.399 acres, Tract 3 consists of 20.303 acres and Tract 4 consist of 10.013 acres.

This certificate of survey, if approved, will allow one single-family structure on each tract. There is an existing structure with an existing sanitary sewer system and water well on Tract 4. Private individual sanitary sewer systems and water wells will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards for the remaining tracts. Fire protection will be provided by the City of Norman pumper/tanker trucks.

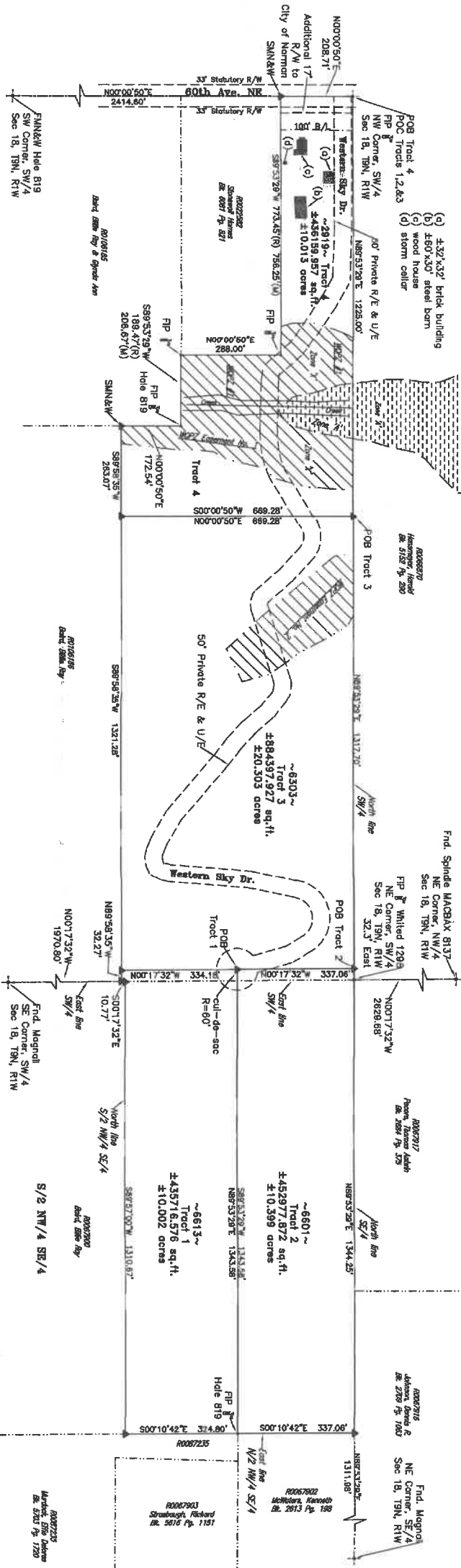
Tracts 3 and 4 contain WQPZ. However, there is sufficient area to construct structures including private sanitary sewer system outside of the WQPZ. This area will be protected by the owners per covenants. The required covenants protecting the WQPZ have been reviewed by the City Legal Department and will be filed of record with the certificate of survey. A drainage easement has been submitted to address the WQPZ. Also, Tract 4 contains flood plain. However, there are no proposed structures within the flood plain and the existing structure is located outside of the flood plain.

A roadway, drainage and utility easement has been provided by the owner for 60<sup>th</sup> Avenue N.E. In addition, a drainage easement has been provided for the WQPZ, Water Quality Protection Zone.

**RECOMMENDATION:**

Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey No. COS-2223-2 for Sunset Hills, Easement No. E-2223-37, Easement No. E-2223-38 and variances in the minimum frontage requirement, front building setback width requirement and private road width from 20' to 12'.

SUNSET HILLS COS-2223-2  
NORMAN RURAL CERTIFICATE OF SURVEY  
A PART OF THE SOUTH HALF (S/2) OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 1 WEST, OF THE INDIAN MERIDIAN, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA



OVERALL LEGAL DESCRIPTION

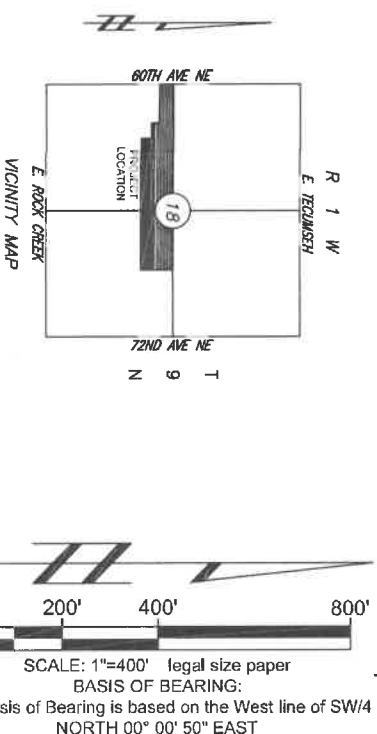
The North Half (N/2) of the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of Section Eighteen (18), Township Nine (9) North, Range One (1) West, of the Indian Meridian, Cleveland County, Oklahoma. AND A part of the North Half (N/2) of the Southwest Quarter (SW/4) of Section Eighteen (18), Township Nine (9) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Beginning at the Northwest corner (NW/C) of said North Half (N/2); Thence N89°53'29"E and along the North line of said N/2 for a distance of 2,575.97 feet to the point being the NE/C of the N/2 of said SW/4; Thence S01°17'32"E and along the East line of said N/2 for a distance of 668.79 feet; Thence N89°52'29"W for a distance of 1,616.62 feet; Thence N0°00'50"E for a distance of 172.54 feet; Thence S89°53'29"W for a distance of 189.47 feet Thence N0°00'50"E for a distance of 288.0 feet; Thence S89°53'29"W and parallel with the North line of said N/2 for a distance of 773.45 feet to a point on the West line of said N/2; Thence N0°00'50"E and along said West line for a distance of 208.71 feet to the point or place of beginning. Tract contains ±220953.6 square feet, or 50.7 acres more or less.

NOTES

- 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 11 Section 41-108 of the Oklahoma State Statutes.
- This property is located within an area having a Zone Designation of "X" and "A" by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 40027C0215H with a date of identification of 09/26/08, for Community No. 400046, Cleveland County, State of Oklahoma.

WQPZ NOTE

There shall be no clearing, grading, construction or disturbance of vegetation in the Water Quality Protection Zone "WQPZ", except as permitted by the Director of Public Works, unless such disturbance is done in accordance with 50-514(E) of the Norman City Code. Any WQPZ shown hereon is subject to protective covenants that may be found in the land records and that restrict disturbance and use of these areas.



---	EASEMENT OR RIGHT OF WAY
---	SECTION LINE
---	SUBJECT PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	POB=POINT OF COMMENCEMENT
---	POB=POINT OF BEGINNING
---	(R)=RECORD BEARING / DISTANCE
---	(M)=MEASURED BEARING / DISTANCE
---	R/E=ROAD EASEMENT
---	R/W=RIGHT OF WAY
---	U/E=UTILITY EASEMENT
---	B/L=BUILDING LIMIT LINE
---	FIP=FOUND IRON PIN AS NOTED
---	FNN&W=FOUND MAGN&WASHER AS NOTED
---	▲=SET 3/8" REBAR WITH LS 1816 CAP, OR NAIL & WASHER STAMPED L51816

JOB NUMBER 21-353	REVISIONS Revised per City	PATHFINDER SURVEYING OKLA. CA # 8003 P.O. Box 7433 Moore, Oklahoma 73153 Phone (405) 476-1469 Mike@Pathfindersurvey.com	2919 60TH AVE NE. NORMAN, OK.	SHEET 1 OF 11
LAST SITE VISIT 7/6/22	comments 5/9/23		PART OF THE SOUTH HALF (S/2) SECTION 18, TOWNSHIP 9 NORTH, RANGE 1 WEST CLEVELAND COUNTY, OKLAHOMA	
SCALE 1" = 400'				

**SUNSET HILLS**  
NORMAN RURAL CERTIFICATE OF SURVEY

CITY OF NORMAN PLANNING COMMISSION

Accepted by the City of Norman, Oklahoma, Planning Commission on this 8th day of September, 2022.

M. Jablonski  
Chairperson (acting chair)

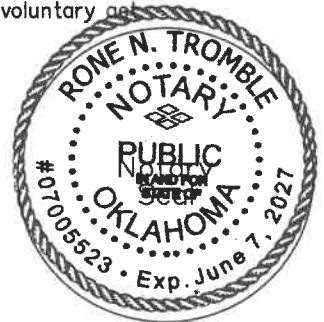
NOTARY

State of Oklahoma  
Cleveland County

Before me, a Notary Public, in and for said County and State, personally appeared on this 8th day of September, 2022 personally appeared Michael Jablonski to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act.

June 7, 2027  
My Commission Expires

Rone N. Tromble  
Notary Public



CITY OF NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this \_\_\_\_ day of \_\_\_\_\_, 2023

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

\_\_\_\_\_  
Mayor



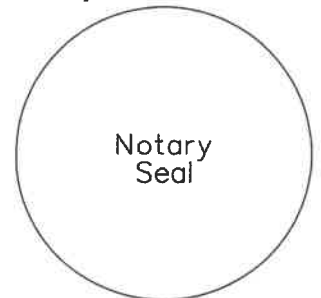
NOTARY

State of Oklahoma  
\_\_\_\_ County

Before me, a Notary Public, in and for said County and State, personally appeared on this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared \_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act.

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

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







E-2223-37

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, STONEWALL HOMES, LLC in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public roadway(s), utilities and/or drainage over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

See Exhibit A

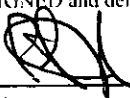
with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating:

PUBLIC ROADWAY, DRAINAGE AND UTILITIES

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this 10<sup>th</sup> day of May, 2023.

BY:

  
Manager, Stonewall Homes, LLC

BY:

REPRESENTATIVE ACKNOWLEDGMENT

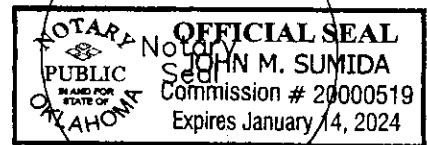
STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

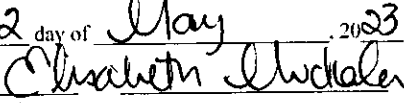
Before me, the undersigned, a Notary Public in and for said County and State, on this 10<sup>th</sup> day of May, 2023, personally appeared Pete Jackson to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that executed the same as free and voluntary 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: 01/14/2024



Approved as to form and legality this 22 day of May, 2023.  
  
City Attorney

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

\_\_\_\_\_  
Mayor

ATTEST:

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

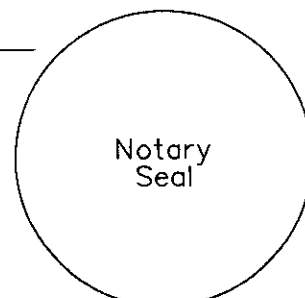
SEAL:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the identical persons who executed the same as their free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

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

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



SUNSET HILLS

SHEET NO. 10 of 11

EXHIBIT A  
***SUNSET HILLS***  
NORMAN RURAL CERTIFICATE OF SURVEY  
17' ADDITIONAL RIGHT-OF-WAY  
TO THE CITY OF NORMAN

The East 17.00 feet of the West 50.00 feet of the following described tract:

Tract 4

A tract of land in the North Half (N/2) of the Southwest Quarter (SW/4) of Section Eighteen (18), Township Nine (9) North, Range One (1) West, of the Indian Meridian, Cleveland County, Oklahoma., more particularly described as follows:

BEGINNING at the Northwest Corner of the Southwest Quarter (SW/4) of said Section 18; thence N89°53'29"E along the North line of the SW/4, said line also being the basis of bearing for this description, a distance of 1225.00 feet; thence S00°00'50"W and parallel with the West line of the SW/4 a distance of 669.28 feet; thence S89°58'35"W (Previously recorded in Bk. 6044 Pg. 484 as N89°52'29"W) a distance of 1616.62 feet; thence N00°00'00"E a distance of 172.54 feet; thence S89°53'29"W a distance of 206.67 feet (Previously recorded in Bk. 6044 Pg. 484 as 189.47 feet); thence N00°00'50"E a distance of 288.00 feet; thence S89°53'29"W a distance of 756.25 feet (Previously recorded in Bk. 6044 Pg. 484 as 773.45 feet) to a point on the West line of the SW/4; thence N00°00'50"E along said West line a distance of 208.35 feet to the point of beginning. Said Tract contains  $\pm 436159.957$  square feet, or 10.013 acres.

E-2223-38

**SUNSET HILLS**

**NORMAN RURAL CERTIFICATE OF SURVEY**  
**GRANT OF PERMANENT DRAINAGE EASEMENT**  
**FOR THE PURPOSE OF A WATER QUALITY PROTECTION ZONE**

KNOWN ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Ten Dollars (\$10.00) receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, that Pete Jackson, Manager of Stonewall Homes, LLC and owner of the property to be known as SUNSET HILLS as described herein, does grant to the City of Norman, a municipal corporation, for the creation and maintaining of a WATER QUALITY PROTECTION ZONE, a permanent easement over, across and under the following described premises in the City of Norman, Cleveland County, Oklahoma.

WQPZ Drainage Easement No. 1

A tract of land in the North Half (N/2) of the Southwest Quarter (SW/4) of Section Eighteen (18), Township Nine (9) North, Range One (1) West, of the Indian Meridian, Cleveland County, Oklahoma., more particularly described as follows: COMMENCING at the Northwest Corner of the Southwest Quarter (SW/4) of said Section 18; thence N89°53'29"E along the North line of the SW/4, said line also being the basis of bearing for this description, a distance of 705.10 feet to the POINT OF BEGINNING; thence S33°13'10"W a distance of 19.97 feet; thence S17°29'55"W a distance of 106.42 feet; thence S00°00'00"E a distance of 56.00 feet; thence S15°22'51"E a distance of 35.85 feet to a point on the South line of a deed recorded in Book 6044 Page 484; thence along the property line of said deed the next five (5) calls: N89°53'29"E a distance of 84.52 feet; thence S00°00'50"E a distance of 288.00 feet; thence N89°53'29"E a distance of 206.67 feet (previously recorded as 189.47 feet); thence S00°00'50"W a distance of 172.54 feet; thence N89°53'29"E a distance of 51.93 feet; thence N06°17'54"E a distance of 164.08 feet; thence N00°00'00"E a distance of 57.00 feet; thence N06°40'28"E a distance of 47.32 feet; thence N29°10'51"E a distance of 44.10 feet; thence N13°39'35"E a distance of 129.15 feet; thence N90°00'00"E a distance of 22.50 feet; thence N15°15'18"E a distance of 108.32 feet; thence N03°55'42"E a distance of 116.77 feet; thence N15°58'00"E a distance of 18.18 feet to a point on the North line of said SW/4; thence S89°53'29"W along said North line a distance of 449.06 feet to the point of beginning. This tract contains ±196208.09 square feet, or ±4.50 acres.

WQPZ Drainage Easement No. 2

A tract of land in the North Half (N/2) of the Southwest Quarter (SW/4) of Section Eighteen (18), Township Nine (9) North, Range One (1) West, of the Indian Meridian, Cleveland County, Oklahoma., more particularly described as follows: COMMENCING at the Northwest Corner of the Southwest Quarter (SW/4) of said Section 18; thence N89°53'29"E along the North line of the SW/4, said line also being the basis of bearing for this description, a distance of 1366.67 feet to the POINT OF BEGINNING; thence S45°38'52"W a distance of 41.96 feet; thence S18°07'19"E a distance of 28.94 feet; thence S39°54'17"E a distance of 258.76 feet; thence S42°01'47"E a distance of 150.11 feet; thence N63°48'00"E a distance of 105.32 feet; thence N14°34'27"W a distance of 77.49 feet; thence N35°13'03"W a distance of 114.45 feet; thence N27°51'35"W a distance of 79.18 feet; thence N30°30'16"W a distance of 74.86 feet; thence N60°02'31"W a distance of 35.20 feet to a point on the North line of said SW/4; thence S89°53'29"W along said North line a distance of 149.00 feet to the point of beginning. This tract contains ±64518.76 square feet, or ±1.48 acres.

With the rights of ingress and egress to and from the same for the purposes of a WATER QUALITY PROTECTION ZONE as set out in the Restrictive Covenants of SUNSET HILLS and the City of Norman Water Quality Protection Zone Design Standards.

To have and to hold the same unto said City, its successors and assigns, as representatives of the Public.

Signed and delivered this 7<sup>th</sup> day of April, 2023.



Pete Jackson, Manager  
Stonewall Homes, LLC

NOTARY

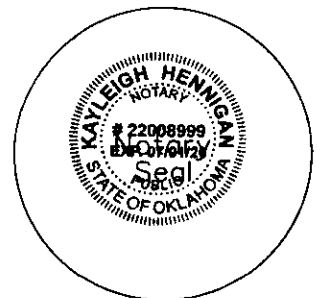
State of Oklahoma

Cleveland County

Before me, a Notary Public, in and for said County and State, personally appeared on this 7 day of April, 2023, personally appeared Pete Jackson to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act.

07-01-2026  
My Commission Expires

Kayleigh Hennigan  
Notary Public



E-2223-38

**SUNSET HILLS**  
NORMAN RURAL CERTIFICATE OF SURVEY  
GRANT OF PERMANENT DRAINAGE EASEMENT  
FOR THE PURPOSE OF A WATER QUALITY PROTECTION ZONE

CITY OF NORMAN CITY ATTORNEY

Approved as to form and legality this 22 day of May, 2023.

Disabeth Uchala  
City Attorney

CITY OF NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this \_\_\_\_ day of \_\_\_\_\_, 2023

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

\_\_\_\_\_  
Mayor

City  
Seal

NOTARY

State of Oklahoma

\_\_\_\_ County

Before me, a Notary Public, in and for said County and State, personally appeared on this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared \_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act.

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

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

Notary  
Seal

## STONEWALL HOMES, LLC

August 12, 2022

City of Norman  
201-A West Gray Street  
Norman, OK 73069

Re: Sunset Hills

Dear Mr. Danner:

I am requesting the Planning Commission and City Council approve a variance in the required 250' frontage and 330' front build line width for Tract 4. Properties to the north and south owned by others prohibits meeting the 250' frontage. Tract 4 is 208+ feet wide. The house on Tract 4 was existing prior to the City's annexation and does not meet the 330' width at the front build line. I would appreciate your consideration regarding these matters.

Thanks for your time.

Sincerely,



Pete Jackson  
Stonewall Homes

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CERTIFICATE OF SURVEY  
COS-2223-2

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ITEM NO. 2

**STAFF REPORT****ITEM:** Consideration of **NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2223-2, SUNSET HILLS.****LOCATION:** Generally located on the east side of 60<sup>th</sup> Avenue N.E. and approximately ½ mile north of East Rock Creek Road**INFORMATION:**

1. Owners. Pete and Jennifer Jackson, Stonewall Homes, L.L.C.
2. Developer. Stonewall Homes, L.L.C.
3. Surveyor. Pathfinder Surveying, PLLC.

**HISTORY:**

1. October 21, 1961. City Council adopted Ordinance No. 1312 annexing this property into the City of Norman Corporate Limits without zoning.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in A-2, Rural Agricultural District.

**IMPROVEMENT PROGRAM:**

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Sanitary Sewer. Individual sanitary sewer systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing system on Tract 4.
3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing water well on Tract 4.

4. Acreage. This property consists of 50.717 acres. Tract 1 consists of 10.002 acres, Tract 2 consists of 10.399 acres, Tract 3 consists of 20.303 acres and Tract 4 consists of 10.013 acres.
5. Private Road. A private road will be constructed to provide access to the proposed tracts. The private road will be maintained by the home owners association.
6. Water Quality Protection Zone. Tracts 3 and 4 contain WQPZ. However, there is sufficient area to construct structures including private sanitary sewer system outside of the WQPZ. These areas will be protected by the owners per covenants.
7. Flood Plain. Tract 4 contains Flood Plain. There is an existing house on the property located outside the Flood Plain.

**SUPPLEMENTAL MATERIAL:** Copies of a location map, Norman Rural Certificate of Survey No. COS-2223-2 for Sunset Hills and a letter of request for a variance in the 250-foot frontage requirement and the 330-foot minimum front building setback width requirement for Tract 4 are included in the Agenda Book.

**STAFF COMMENTS AND RECOMMENDATION:** The applicant is requesting a variance in the minimum frontage requirement from 250' to 208' and a variance in the minimum front setback width requirement from 330' to 208' for Tract 4. There is an existing single-family residential house on the property. Staff recommends approval of a variance request and approval of Norman Rural Certificate of Survey No. COS-2223-2 for Sunset Hills.

**ACTION NEEDED:** Recommend approval or disapproval of a variance in the minimum frontage requirement from 250' to 208' and minimum width requirement measured at the front building setback from 330' to 208' for Tract 4 and recommend approval or disapproval of Norman Rural Certificate of Survey No. COS-2223-2 for Sunset Hills to City Council.

**ACTION TAKEN:** \_\_\_\_\_



ITEM: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2223-2 FOR SUNSET HILLS, ACCEPTANCE OF EASEMENT NO. E-2223-37 FOR RIGHT-OF-WAY ADJACENT TO 60<sup>th</sup> AVENUE N.E., ACCEPTANCE OF DRAINAGE EASEMENT NO. E-2223-38 IN CONNECTION WITH WATER QUALITY PROTECTION ZONE, APPROVAL OF A VARIANCE IN THE MINIMUM FRONTAGE REQUIREMENT FROM 250' TO 208', AND APPROVAL OF A VARIANCE IN THE MINIMUM WIDTH REQUIREMENT MEASURED AT THE FRONT BUILDING LINE FROM 330' TO 208'.

LOCATION: Generally located on the east side of 60<sup>th</sup> Avenue N.E. and approximately ½ mile north of East Rock Creek Road.

INFORMATION:

1. Owner. Stonewall Homes, LLC.
2. Developer. Stonewall Homes, LLC.
2. Surveyor. Pathfinder Surveying, PLLC.

HISTORY:

1. Refer to the Planning Commission Staff Report September 8, 2022.
2. September 8, 2022. Planning Commission, on a vote of 8-0, recommended to City Council that Norman Rural Certificate of Survey No. COS-2223-2 for Sunset Hills be approved with a variance in the minimum frontage requirement from 250-feet to 208-feet and minimum width requirement measured at the front building setback from 330-feet to 208-feet.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, September 8, 2022.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, certificate of survey, letter of request for variances, Staff Report recommending approval, and pertinent excerpts from the Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject a variance in the minimum frontage requirement from 250-feet to 208-feet and minimum width requirement measured at the front building setback from 330-feet to 208-feet, and if approved, accept Easement No. E-2223-37 and Easement No. E-2223-38 approve or reject Norman Certificate of Survey No. COS-2223-2 for Sunset Hills and, if approved, direct the filing of Norman Certificate of Survey No. COS-2223-2 for Sunset Hills, E-

2223-37 and E-2223-38 with the Cleveland County Clerk subject to the completion of the private road.

ACTION TAKEN: \_\_\_\_\_

**File Attachments for Item:**

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. 4 TO CONTRACT K-1213-165: BETWEEN THE CITY OF NORMAN AND GARVER ENGINEERS, IN THE AMOUNT OF \$12,000.00, FOR ADDITIONAL ENGINEERING AND SURVEY SERVICES PERTAINING TO THE VACATION OF RIGHT OF WAY AT THE INTERSECTIONS OF DAWS STREET AND PORTER AVENUE IN CONJUNCTION WITH THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT, PROJECT BP0418.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 6/13/2023

**REQUESTER:** Paul D'Andrea, Capital Projects Engineer

**PRESENTER:** Shawn O'Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. 4 TO CONTRACT K-1213-165: BETWEEN THE CITY OF NORMAN AND GARVER ENGINEERS, IN THE AMOUNT OF \$12,000.00, FOR ADDITIONAL ENGINEERING AND SURVEY SERVICES PERTAINING TO THE VACATION OF RIGHT OF WAY AT THE INTERSECTIONS OF DAWS STREET AND PORTER AVENUE IN CONJUNCTION WITH THE PORTER AVENUE STREETScape 2019 BOND PROJECT, PROJECT BP0418.

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### **BACKGROUND:**

The Porter Avenue Corridor from Robinson Street south to Alameda Street along with the intersection of Porter Avenue and Acres Street, has been the subject of much discussion and study over the years, due to concerns over traffic and pedestrian safety.

In 2010, Ochsner Hare & Hare, prepared a Porter Avenue Corridor Study which sought to analyze the area and provide a vision for future improvements to the corridor.

An evaluation of traffic control needs revealed that traffic volumes had reached levels that justify the installation of a new traffic signal at Porter Avenue and Acres Street. Approximately 20,000 vehicles pass through the intersection every day. An aerial photograph of the two 2019 Bond projects within the Porter Avenue Corridor is included in the exhibits to this agenda item.

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen transportation improvement projects. Two of the nineteen 2019 bond projects are the Porter Avenue and Acres Street Intersection Bond Project and the Porter Avenue Streetscape Bond Project. The Porter Avenue Streetscape Bond Project consists of design and construction of streetscape elements along the Porter Avenue corridor between Robinson Avenue on the north and Alameda Street on the south. Proposed improvements include:

- New sidewalks
- Driveway consolidation or elimination (access management)
- Decorative roadway and pedestrian lighting
- Landscaping
- New curb and gutter
- Street furniture (e.g., benches, trash receptacles, ash urns, etc.)

The Porter Avenue and Acres Street Intersection Project began construction in November of 2020 and was completed in January of 2022. The Porter Avenue Streetscape project has been approved to receive federal funds to aid in the construction costs and is anticipated to be out for bid in September of 2022 pending right of way and utility relocations and ODOT environmental review.

On September 10, 2019, the Norman City Council approved Amendment 2 to contract K-1213-165 with Garver Engineers, in the amount of \$185,500.00, for a total contract amount of \$400,800.00, for the design of the Porter Avenue Streetscape project including the portion of the project from Robinson Avenue to Hughbert Street, which coincides with the northern boundary of the Porter Avenue and Acres Street Intersection Project.

On April 28, 2020, the Norman City Council approved Amendment 3 to contract K-1213-64 with Garver Engineers, in the amount of \$175,000.00, for a total contract amount of \$575,800.00 for the design of the Porter Avenue Streetscape project, which expands the design scope to encompass the full project, adding the section of Porter Avenue from the southern boundary of the Porter Avenue and Acres Street Intersection Bond Project to Alameda Street.

On July 13 2021, the Norman City Council approved Authorization for Expenditure number Six under on-call Contract K-1314-102, with Smith-Roberts Land Services (SRLS), in the amount of \$89,055, for right-of-way acquisition services.

On October 26, 2021, City Council approved Authorization for Expenditure number Seven, under Contract K-1314-102 between the City of Norman, OK and Smith-Roberts Land Services, Inc., in an amount not-to-exceed \$10,884.00, to provide acquisition services under an on-call contract utilizing funds from the Porter Avenue Streetscape Bond Project.

On March 8, 2022, City Council accepted easements for parcels 6, 9, 14, and 15, for the Porter Avenue Streetscape 2019 Bond Project, for a total cost of \$45,425.00.

On March 22, 2022, City Council accepted easements for parcels 1, 2, 3, 5, 10, 11 and 16, for the Porter Avenue Streetscape 2019 Bond Project, for a total cost of \$110,145.00.

On April 12, 2022, City Council accepted easements for parcels 7, 18, 19, and 21, for the Porter Avenue Streetscape 2019 Bond Project, for a total cost of \$9,830.00.

On May 24, 2022, City Council accepted easements for parcel 4, for the Porter Avenue Streetscape 2019 Bond Project, for a total cost of \$2,585.00.

On June 14, 2022, the City of Norman entered into funding agreement (K-2122-137 & R-2122-131) for the Porter Avenue Streetscape 2019 Bond Project. The agreement split the project construction costs between City of Norman funds and federal funds administered by ODOT. The federal share was capped at \$2,855,610, leaving the City to pay \$744,390.00 based on the engineer's estimate at the time of the agreement.

On August 2, 2022, the City received and paid Invoice 3532104-01 from ODOT for the City's portion of the construction costs. Due to increases in construction costs, the engineer's estimate had increased to \$4,558,557.00, resulting in a new local match amount of \$1,702,947.00. These funds were paid to ODOT from the existing project construction budget.

On November 22, 2022, City Council approved Resolution R-2223-66 for the appropriation of additional funds to cover project bids over the engineer's estimate, using surplus funds from the Porter Avenue and Acres Street Intersection 2019 Bond Project.

**DISCUSSION:**

During right of way negotiations for the 2019 Bond Projects along Porter Avenue, the City agreed to support adjacent property owners' petition to vacate street right of way on Daws Street just east of Porter Avenue, within which Daws Street was removed as part of the Porter Avenue and Acres Street Intersection 2019 Bond Project. Vacation of the right of way will result in adjacent property owners retaining ownership of the portion of the vacated right of way adjacent to each owner's frontage.

This contract amendment is to compensate Garver, for additional survey and engineering services, to determine and provide professionally signed and sealed legal descriptions for each parcel generated in conjunction with the proposed vacation of Daws Street, as well as for public utility, drainage, and sidewalks easements necessary to retain on the vacated parcels.

Funds for this amendment are available in the Porter Avenue Streetscape Design Account (BP0418, 50594019-46201)

**RECOMMENDATION**

Staff recommends approval of Amendment 4 for design contract K-1213-165 for the Porter Avenue Streetscape 2019 Bond project in the amount of \$12,000.00.

**AMENDMENT NO. 4 TO THE CONTRACT NO. K-1213-165  
BETWEEN CITY OF NORMAN AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**PORTER AND ACRES  
LEGAL DESCRIPTIONS**

This is an agreement made as of the \_\_ day of \_\_\_\_\_, 2023 between the City of Norman (OWNER) and Garver, LLC (ENGINEER) amending the Original Contract No. K-1213-165 dated February 26, 2013 between the said parties. OWNER intends to expand the design work beyond the scope of work included in the above said Original Contract.

The following shall be considered as the additional work beyond the original scope.

- a) Research and preparation of legal descriptions and exhibit mapping for the vacation of right-of-way and various easements (utility, drainage, and sidewalk).

OWNER and ENGINEER in consideration of the mutual covenants herein agree to the following in respect to the performance of Garver, LLC and the payment for those services by OWNER as set forth below for the above described additional scope of work.

- 1) ENGINEER shall perform professional services as stated in Attachment A of the Original Contract for the additional scope of work described above.
- 2) For services performed for the additional scope of work in accordance with this amendment, the OWNER shall pay ENGINEER additional fee not to exceed Twelve Thousand and 00/100 dollars ( \$12,000.00 ) based on the additional man-hours required to complete the work and as specified on the attached fee schedule (Attachments C).
- 3) All other requirements of the ENGINEER included in the Original Contract shall remain in effect for the purposes of this agreement.

This Amendment No. 4 is subject to all terms, covenants, and conditions not inconsistent herewith contained in the Original Contract No. K-1213-165 dated February 26, 2013 which terms, covenants, and conditions are hereby reaffirmed and ratified.

**IN WITNESS WHEREOF.** Owner and Engineer have executed this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF NORMAN**

Owner

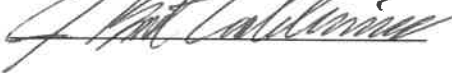
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ENGINEER**

Garver, LLC

By: 

Title: Sr. Project Manager

Date: May 17, 2023

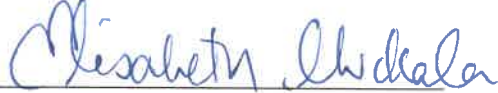
**ATTEST:**

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

**ATTEST:**

  
Witness

APPROVED as to form and legality this 7 day of June 2023.



City Attorney







**RESOLUTION ADOPTED  
BY THE MANAGEMENT COMMITTEE OF  
GARVER, LLC.**

Item 8.

The Management Committee of Garver, LLC, hereby certify that, as duly elected and qualified officers of said firm, the following resolution was adopted at a specially called meeting held on the 7th day of March 2023, and that said Resolution is now in full force and effect:

NOW, THEREFORE, IT IS RESOLVED, that:

Brock E. Hoskins, Chair, President, Chief Executive Officer  
Michael J. Graves, Executive Vice President, Chief Operating Officer  
Jerry D. Holder, Jr., Senior Vice President, Treasurer  
Frank O. McIlwain, Senior Vice President  
Brent S. Schniers, Senior Vice President  
Jeffrey L. Sober, Senior Vice President  
Wm. Earl Mott, Jr., Vice President  
Kurtis L. John, Senior Vice President, General Counsel  
Kyle M. Lawson, Chief Financial Officer  
Matthew J. Gross, Vice President, Chief Information Officer  
John C. Shaw, Chief People Officer

Colin M. Bible, Vice President  
John F. Cantabery, Vice President  
Josh B. Crawford, Vice President  
John C. Cutright, Vice President  
Glynn A. Fulmer, Vice President  
Glenn G. Gregory, Jr., Vice President  
Michael J. Griffin, Vice President  
Steven M. Jones, Vice President  
Jason C. Langhammer, Vice President  
Mary E. Mach, Vice President  
Randall G. McIntyre, Vice President  
Todd E. Mueller, Vice President  
Daniel N. Olson, Vice President  
Ronald S. Petrie, Vice President  
J. Andy Pruitt, Vice President  
Blake W. Roberson, Vice President  
John H. Ruddell, Vice President  
Brian S. Shannon, Vice President  
Patrick R. Sisemore, Vice President  
S. Shane Smith, Vice President  
Wallace C. Smith, Vice President  
Nicci D. Tiner, Vice President  
John T. Watkins, III, Vice President  
Adam T. White, Vice President  
Scott H. Zotti, Vice President


Nick J. Altobelli, Senior Project Manager  
Gregory A. Archer, Director of Architecture  
Frank P. Blakemore, Senior Project Manager  
Christopher M. Bohm, Senior Project Manager  
Bradley S. Bradshaw, Senior Project Manager  
James B. Cabiness, Senior Project Manager  
R. Wesley Cardwell, Business Team Leader  
John W. Carrigan, Business Line Leader  
Robert J. Cook, Government Relations Director  
W. Scott Forbes, Senior Project Manager  
Billie W. Haynie, Client Services Manager  
Lance P. Klement, Senior Project Manager  
Craig G. Leone, Project Manager  
Mitchell R. McAnally, Senior Project Manager  
Jerry T. Martin, Project Manager  
Laura E. Nick, Corporate Communications Leader  
Ryan G. Patton, Senior Project Manager  
Nathaniel R. Polsgrove, Senior Planner  
Blake W. Roberson, Senior Project Manager  
Matthew J. Serynek, Business Line Leader  
Michael L. Spayd, Project Manager  
Keith D. Tencleve, Senior Project Manager  
Adam T. White, Senior Project Manager  
Michael J. Winterscheidt, Project Manager

are authorized and empowered to execute proposals and contracts on behalf of Garver, LLC.

In witness hereto, we have subscribed by name as Managers of Garver, LLC, and have caused the seal of the Limited Liability Company to be affixed this 7th day of March 2023.



  
Brock Hoskins, Chair and President

  
Michael J. Graves, Executive Vice President,  
Chief Operating Officer, and Secretary

**File Attachments for Item:**

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ELEVEN TO CONTRACT K-1617-114: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND P.D.G., L.L.C., D/B/A PLANNING DESIGN GROUP, INCREASING THE CONTRACT AMOUNT BY \$8,903.50 FOR A REVISED CONTRACT AMOUNT OF \$1,928,761 TO PROVIDE ADDITIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES RELATING TO THE NORTH BASE PHASE 2 VEHICLE WASH FACILITY.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 6/13/2023

**REQUESTER:** Paul D'Andrea, Capital Projects Engineer

**PRESENTER:** Elisabeth Muckala, Assistant City Attorney III

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ELEVEN TO CONTRACT K-1617-114: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND P.D.G., L.L.C., D/B/A PLANNING DESIGN GROUP, INCREASING THE CONTRACT AMOUNT BY \$8,903.50 FOR A REVISED CONTRACT AMOUNT OF \$1,928,761 TO PROVIDE ADDITIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES RELATING TO THE NORTH BASE PHASE 2 VEHICLE WASH FACILITY.

### **BACKGROUND:**

In October of 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 includes an upgrade of the Griffin Park Soccer Complex. Eventually, all of the Griffin Park sports fields will be converted to soccer and include the creation of 22 youth fields.

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

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

On August 27, 2019, the NMA approved Amendment 1 to Contract K-1617-114 with P.D.G., L.L.C., in the amount of \$430,280 for additional architectural design services to add the Park Maintenance Facility and Transit/Fire Maintenance Facility to the existing contract for the Griffin Park Community Park.

On November 12, 2019, the NMA approved Amendment 2 to Contract K-1617-114 in the amount of \$120,000 for additional architectural design services to add bidding services and construction administration services for Griffin Park to the contract for work at the Griffin Park Sports Complex.

On April 14, 2020, the NMA approved Amendment 3 to Contract K-1617-114 in the amount of \$316,370 to provide an increased project scope and to add bidding services and construction administration services for the Park Maintenance Facility and Transit/Fire Maintenance Facility to the existing contract for the Griffin Park Sports Complex.

On June 9, 2020, the NMA/Council approved Amendment 4 to Contract K-1617-114 in the amount of \$70,000 for additional architectural design services for the Griffin Community Park project, including schematic design documents for a +/- 100,000 square foot Indoor Soccer facility with offices, training areas, restrooms, concession areas, storage space, and associated items.

On September 8, 2020, the NMA/Council approved Amendment 5 to Contract K-1617-114 in the amount of \$49,500 for design services associated with the proposed Parks and Transit/Public Safety Maintenance Facility, including proposed building and parking revisions, project phasing, renderings, and inclusion of federal third-party contracting requirements needed for Federal Transit Administration grant funding.

On May 25, 2021, the NMA/Council approved Amendment 6 to Contract K-1617-114 in the amount of \$40,000 for the design services associated with the proposed Parks and Transit/Public Safety Maintenance Facility for additional scope of work for the addition of a full-length, manual wash bay on the east side of the proposed automated wash facility.

On April 26, 2022, the NMA approved Amendment 7 to Contract K-1617-114 in the amount of \$71,000 to provide additional design services for the Griffin Park Community project, which brought the total contract amount to \$1,858,150.

On November 11, 2022, the NMA approved Amendment 8 to Contract K-1617-114 adding The City of Norman as a party to the contract.

On January 24, 2023, the NMA/Council approved Amendment 9 in the amount of \$49,207.50 to Contract K-1617-114 to provide additional design and construction services for the Fleet Wash Facility.

On February 28, 2023, the NMA/Council approved Amendment 10 in the amount of \$12,500 to Contract K-1617-114 to provide additional design and construction services for the Griffin Park and Robinson Street widening and signalization.

## **DISCUSSION:**

When the North Base Phase 2 Vehicle Wash Facility contract was bid, there was one alternate in the bid package. The base bid was for only the automatic wash bay and the alternate was to add a second, manual, wash bay to the building. In an effort to reduce the cost of the project, Council approved award of only the base bid.

After the contract award, it was decided that, in the absence of the manual bay, it would be prudent to have a way to remove excess mud and debris from the vehicles before entering the

automatic wash. The decision was made to add a manual wash wand and boom to the outside of the building to provide for this use. The addition of the wash wand to the project required changes to mechanical, structural, electrical and architectural designs as well as the addition of new equipment and design coordination with vendors to control the manual wand and allow for the city to charge for it's use.

Amendment 11 compensates PDG and their subconsultants for the additional effort required to make these design changes.

Funds are available in the Capital Fund, North Base Phase 2 Vehicle Wash Facility, Design (Account 50590078-46201; Project BG0260) and the Special Grants Fund-ARPA, Design (Account 22590303-46201; Project BG0260).

**RECOMMENDATION 1:**

Staff recommends approval of Amendment 11 for Contract K-1617-114, between the Norman Municipal Authority, the City of Norman and P.D.G., L.L.C. d/b/a Planning Design Group, in the amount of \$8,903.50.

**AMENDMENT NO. 11 TO CONTRACT FOR DESIGN CONSULTANT SERVICES**

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

**WITNESSETH:**

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

entitled:

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

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

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

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

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

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

**WHEREAS**, the parties wish to amend this Agreement to address additional scope of services for the completion of research for options of the exterior mounted wash apparatus to East Exterior wall of the New Fleet Wash facility, at the request of the Owner. Revision to include the Owner's selection of the addition of exterior mounted articulated boom with wash wand, including water supply piping, pressure washer apparatus and underfloor drainage. Includes structural, mechanical, electrical engineering costs for support of articulated arm, and provision of supporting electrical and mechanical connections for wash apparatus, for Phase II as outlined herein.

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

For the original Contract:

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

For Amendment No. 1:

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

For Amendment No. 2:

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

For Amendment No. 3:



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

For Amendment No. 4:

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

For Amendment No. 5:

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

For Amendment No. 6:

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

For Amendment No. 7:

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

For Amendment No. 8:

No change to contract amount.

For Amendment No. 9:

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

For Amendment No. 10:

Not to exceed \$12,500.00 for Design Consultant services

For Amendment No. 11:

Not to exceed \$8,903.50 for Design Consultant services

Total Amended Contract:

Not to exceed \$1,928,761.00 (an increase of \$8,903.50) for all services.

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

- I. Amend Paragraph 2. **Basic Services** to read as follows:  
**Basic Services.** The Design Consultant is hereby engaged and employed by the City to perform in accordance with good Design Consultant practices and in the best interest of the City all of the work as set out in the Original Contract herein, and all amendments thereto, and herein as outlined in Item III, amended Exhibit A – Scope of Work, incorporated as a part of this Contract:
- II. Amend Paragraph 4. **Compensation.** To read as follows:  
**Compensation.** The aggregate total compensation for all Design Consultant services under this Contract shall not exceed a total fee of \$1,928,761.00 (an increase of \$8,903.50) for Basic Services as specifically set forth in Exhibit B, attached hereto and incorporated herein.
- III. Amend **Exhibit A – SCOPE OF WORK** by adding the following section:

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

**PHASE II – Scope of Work:**

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

- TASK 4A      DESIGN DEVELOPMENT SERVICES FOR THE TRANSIT/FIRE MAINTENANCE FACILITY (Including the addition of a Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building)**  
No Change to Contract
- TASK 4B      DESIGN DEVELOPMENT SERVICES FOR THE PARKS MAINTENANCE FACILITY**  
No Change to Contract
- TASK 5A      CONSTRUCTION DOCUMENTS SERVICES FOR THE TRANSIT/FIRE MAINTENANCE FACILITY (Including the addition of a Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building)**
- 5.1B      Additional scope of services for the completion of research for options of the exterior mounted wash apparatus to East Exterior wall of the New Fleet Wash facility, at the request of the Owner. Revision to include the Owner's selection of the addition of exterior mounted articulated boom with wash wand, including water supply piping, pressure washer apparatus and underfloor drainage. Includes structural, mechanical, electrical engineering costs for support of articulated arm, and provision of supporting electrical and mechanical connections for wash apparatus
- TASK 5B      CONSTRUCTION DOCUMENTS SERVICES FOR THE PARKS MAINTENANCE FACILITY**  
No Change to Contract
- TASK 6A      CONSTRUCTION ADMINISTRATION SERVICES FOR THE TRANSIT/FIRE MAINTENANCE FACILITY (Including the addition of a Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building)**
- 6.1A      No Change to Contract
- TASK 6B      CONSTRUCTION ADMINISTRATION SERVICES FOR THE PARKS MAINTENANCE FACILITY**  
6.1B      No Change to Contract

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

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

Under the terms of this Contact, the Landscape Architect agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$1,928,761.00 (an increase of \$8,903.50) for Basic Services as specifically set forth in this Exhibit B.

**B.I. Basic Work and Services**

Compensation for basic services may not exceed \$1,928,761.00 (an increase of \$8,903.50), and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic services.

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

**A. FEE BREAKDOWN BY TASKS**

**Task 1** an amount not to exceed:

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

**Task 2** an amount not to exceed:

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

**Task 3** an amount not to exceed:

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

**Task 4A** an amount not to exceed:

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

**Task 4B** an amount not to exceed:

No Change	NO CHANGE.
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**Task 5A** an additional amount not to exceed:

\$251,628.50 (an increase of \$8,903.50)	Additional scope of services for the completion of research for options of the exterior mounted wash apparatus to East Exterior wall of the New Fleet Wash facility
--	---

**Task 5B** an additional amount not to exceed:

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

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

**Task 6A** an additional amount not to exceed:

No Change

NO CHANGE

**Task 6B** an additional amount not to exceed:

No Change

NO CHANGE.

K-1617-114

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

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



ATTEST:

By: TIM L. PRESLEYSubscribed and Sworn to me this 15 day of MAY 2023Notary Public [Signature]Commission# Expiration: 22014813 - # - OCT. 31, 2026  
MM

"LANDSCAPE ARCHITECT"

PDG, LLC. d.b.a.  
PLANNING DESIGN GROUPBy: [Signature]  
James Crosby, PLA, ASLA,  
Managing MemberDate: 5/15/2023

"AUTHORITY"

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

ATTEST: \_\_\_\_\_

Authority Secretary

By: \_\_\_\_\_

Authority Chairperson

"CITY"

THE CITY OF NORMAN,  
A Municipal Corporation

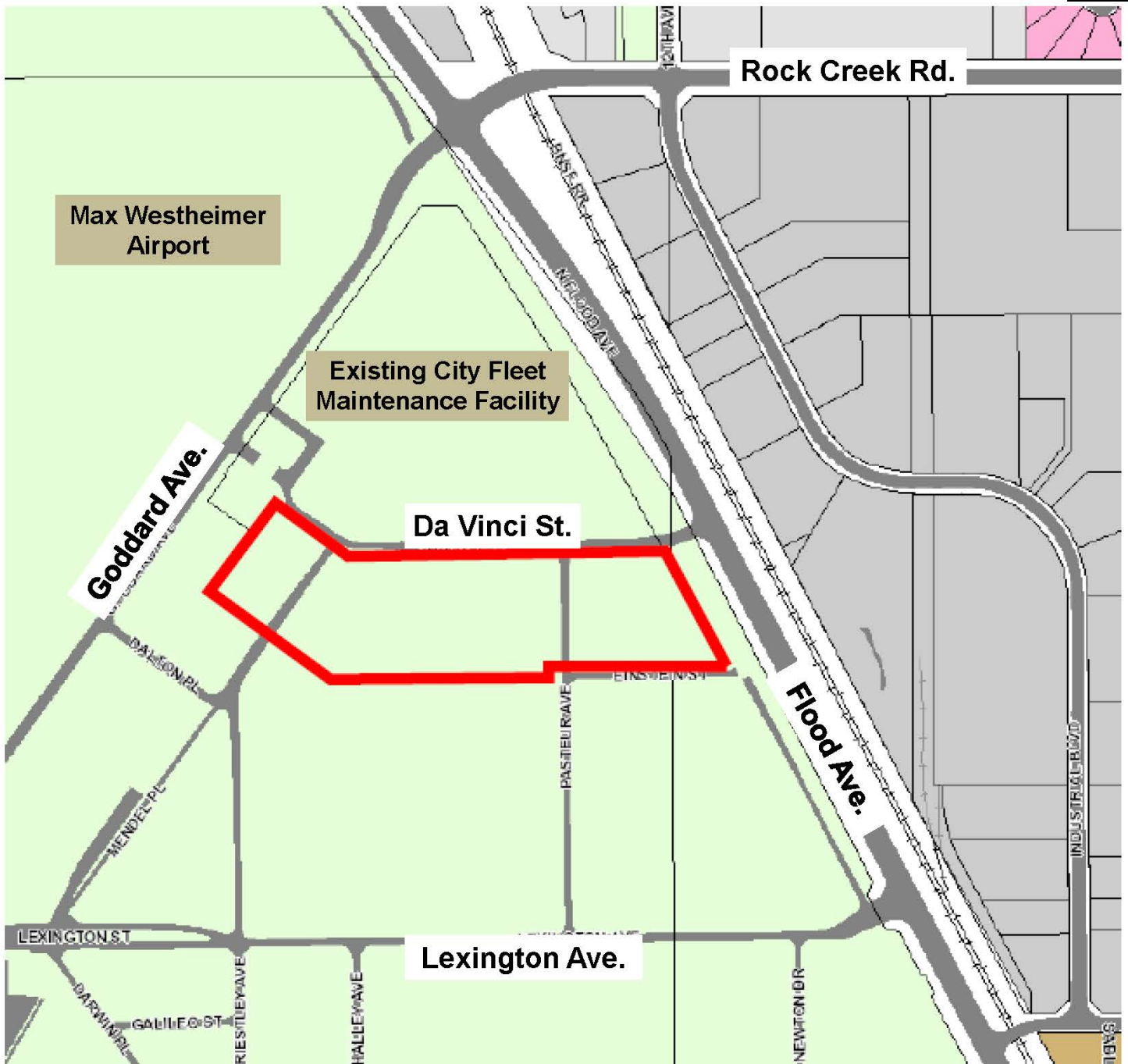
ATTEST: \_\_\_\_\_

City Clerk

By: \_\_\_\_\_

Mayor

Approved as to legality and form this 7 day of June, 2023.
[Signature]  
City Attorney/General Counsel



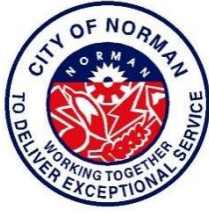
## North Base Complex, Phase 1 Location Map





**File Attachments for Item:**

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-1819-132: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FLINTCO L.L.C., FOR THE REAVES PARK RENOVATION CONSTRUCTION PROJECT AND FINAL PAYMENT OF \$291,713.01.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 6/13/2023

**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 THE FINAL ACCEPTANCE OF CONTRACT K-1819-132: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FLINTCO L.L.C., FOR THE REAVES PARK RENOVATION CONSTRUCTION PROJECT AND FINAL PAYMENT OF \$291,713.01.

### BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, which funds various quality-of-life projects through a ½ % sales tax increase over 15 years. Included in the Norman Forward initiative is a project to improve Reaves Park, which would result in all youth baseball and softball being played at Reaves. Once the other sports facilities had moved, this project would allow all of Griffin Park to be reconstructed as a soccer-only facility. In addition to baseball/softball improvements at Reaves Park, this project made improvements to the park's festival area and improved the park's infrastructure with new utility lines, streets, and parking.

The architect for the renovation of the Reaves Park project was awarded in a separate contract to Halff Associates (Halff) in March 2020.

Also included in the 2015 Norman Forward initiative was a project to build new adult softball fields and youth football fields at a new "Community Sports Park" on land that was to be purchased by the City. The Community Sports Park project was set up with a total budget of \$2.5 million, which was inadequate to deliver the stand-alone project initially envisioned for the adult softball and youth football programs. Additional funding was proposed in a General Obligation Bond issue considered on August 25, 2020, which was unsuccessful. As a result, the citizen Ad Hoc Groups for the Community Sports Park, Ruby Grant Park, and Reaves Park Complexes determined that the adult softball improvements could be incorporated as part of the Reaves Park project and the youth football improvements could be included as part of the Ruby Grant Park project.

On February 9, 2019, City Council approved Contract K-1819-132 with Flintco, L.L.C. (Flintco) to provide construction management at-risk (CMaR) services for the Reaves Park Renovation and Griffin Park Phase III projects. The initial contract amount of \$55,000 was approved to provide pre-construction services for both projects, including plan review, design assistance, bidding services, and value engineering.

Amendment Number 1 to Contract 1819-132 was awarded to Flintco on July 23, 2019, for \$789,352 for the Griffin Park Phase III Construction. The budget for Reaves Park included the funding necessary to construct a new Park Maintenance facility at the North Base complex.

On September 20, 2021, Council approved Amendment 2 to CMaR Contract 1819-132 with Flintco Construction Company, which awarded work at Reaves Park in the amount of \$7,452,086 for all material, labor, associated costs, fees, contingency, and all other items shown in the G.M.P. Budget. The work included all site grading, demolition of old facilities such as the park maintenance area, tree removal as-needed, excavation of a detention pond, upgrades, and new installation of site utilities (water service, sewer lines, electric service, stormwater, etc.), and construction of a new park road and parking lots with lighting, improved festival infrastructure, four youth baseball fields with concession and restroom facilities, L.E.D. field lighting, covered bleachers and dugouts and extensive spectator paths and amenities.

#### **DISCUSSION:**

On February 18, 2023, a final punch walk was done for the Reaves Park improvement project with the Owner, Architect, and Contractor. At that time, all final costs were confirmed for the project, including all instances where the project contingency was utilized to cover expenses associated with the project conditions and all weather delays encountered over the 17 months it took to perform the work.

In April of 2023, the awarded G.M.P. for the Reaves Park Renovation project was converted to a contract Lump Sum once all final costs had been determined. This allowed Flintco to prepare their final project billing based on said Lump Sum. That final project cost was determined to be \$7,426,364.75. This amount includes all unspent project contingency amounts. It is slightly lower than the original G.M.P. Flintco used this amount to get all final accounting done, pay their final costs, and receive all savings from the project back to the City in a final payment request.

#### **RECOMMENDATION:**

It is recommended that City Council accept the NORMAN FORWARD Reaves Park Renovation Construction Project as complete and approve the final payment in the amount of \$291,713.02 to Flintco, L.L.C. Funding is available in the Norman Forward Reaves Park Improvements Project, Construction (account 51792205-46101; project NFB006) and the Community Sports Park Project, Construction (account 51794442-46101; project NFB005).



## **APPLICATION FOR PAYMENT**

**For Period Ending:  
April 30, 2023**

## **REAVES PARK SPORTS COMPLEX**

**Norman, Oklahoma  
2501 Jenkins Ave**



5-8U BASEBALL - VIEW LOOKING NORTHEAST



2302 South Prospect  
Oklahoma City, OK 73129  
Office: (405) 670-6568  
Fax: (405) 670-6568

## APPLICATION(S) FOR PAYMENT

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

**AFFIDAVIT**

State of Oklahoma ) P. O. No. \_\_\_\_\_  
County of Cleveland ) Invoice No. 19  
Amount \$291,713.01

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

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

Flintco, LLC

Company Name



*Elton Lewis*

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

Subscribed and sworn to before me this 16 day of May, 20 23

*Kelly D. Horton*

Notary Public (or Officer having power to Administer Oaths)

My Commission expires 12/20/2024



# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 3 PAGES

Item 10.

TO OWNER: City of Norman  
201 West Gray, Bldg. A  
Norman, Oklahoma 73069

PROJECT: Reaves Park Sports Complex  
Norman, OK

APPLICATION NO: 19- Final/Ret

PERIOD TO: 30-Apr-2023

Distribution to:

☒ OWNER  
☒ ARCHITECT  
☒ CONTRACTOR

FROM CM: Flintco, LLC  
2302 S. Prospect  
Oklahoma City, OK 73129

VIA ARCHITECT: Halff, Associates  
1111 N Lee Ave, Suit 400  
Oklahoma City, OK 73103

FLINTCO PROJECT NO: 20011

Halff ASSOCIATES. PROJECT NO:

CONTRACT DATE: 10/4/21

CONTRACT FOR: Construction Management CM is the Constructor.

## CONTRACTOR'S APPLICATION FOR PAYMENT

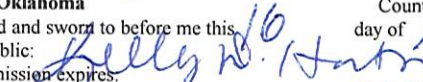
Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

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

CONTRACTOR: Flintco, LLC.

By:  Date: 05/16/2023  
Phillip Gunderson

State of: **Oklahoma** County of: **Oklahoma**  
Subscribed and sworn to before me this **16** day of **May 2023**  
Notary Public:   
My Commission expires: **12/20/2024**



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . \$ **291,713.01**

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

By:  Date: \_\_\_\_\_  
James Hazzard

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

1. ORIGINAL CONTRACT SUM	\$	7,452,086.00
2. Net change by Change Orders (Line 2a + 2b)		-1,828,803.13
2a. Approved Changes		-25,721.25
2b. Owner Direct Pay		-1,803,081.88
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	5,623,282.87
4. COMPLETED & STORED TO DATE		
B. TOTAL COMPLETED & STORED TO DATE	\$	5,623,282.87
5. RETAINAGE:		
a. 0% of Completed Work	\$	0.00
(Columns D+E on G703)		
b. 0% of Stored Material	\$	0.00
(Columns G on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column J of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	5,623,282.87
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	5,331,569.86 ***
8. CURRENT PAYMENT DUE	\$	291,713.01
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	0.00
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$153,635.64	\$0.00
Total approved this Month		\$179,356.89
TOTALS	\$153,635.64	\$179,356.89
NET CHANGES by Change Order		(\$25,721.25)

\*\*\* Note: Incorporates \$13,850.55 Overpayment Made from the City of Norman to Flintco for the April 2022 Pay Application





















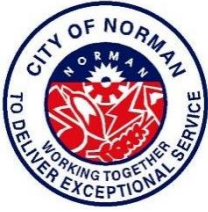




**File Attachments for Item:**

11. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. 2 TO CONTRACT K-1920-49: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND STANTEC IN THE AMOUNT OF \$473,185.60 FOR BIDDING AND PROCUREMENT SERVICES ASSOCIATED WITH THE EQUIPMENT NEEDED FOR THE NORMAN TRAFFIC MANAGEMENT CENTER WITH BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 06/13/2023

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. 2 TO CONTRACT K-1920-49: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND STANTEC IN THE AMOUNT OF \$473,185.60 FOR BIDDING AND PROCUREMENT SERVICES ASSOCIATED WITH THE EQUIPMENT NEEDED FOR THE NORMAN TRAFFIC MANAGEMENT CENTER WITH BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

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### **BACKGROUND:**

A Traffic Management Center (TMC) is a component of a transportation management system that improves traffic flow and incidence response. Many cities throughout the country, including Oklahoma City, Tulsa and Edmond in the state of Oklahoma, have TMC's designed to better manage the flow of traffic on their streets.

TMCs collect information about the transportation network and combine it with other operational and control data to manage the transportation network and to provide traveler information. TMCs communicate transportation-related information to the media and to the motoring public. It is a place where agencies can coordinate their responses to transportation situations and conditions. The TMC uses closed circuit video equipment and roadside count stations to enable decision-makers to identify and react to an incident in a timely manner, based on real time data.

For the last two decades, the City has been working on the development of an Advanced Traffic Management System (ATMS) and communication network of underground fiber optic cable. There are currently ten closed-loop traffic signal coordinated systems and approximately 60 miles of fiber optic cable in the ground connecting 127 of the City's 156 traffic signals. These fiber optic facilities also form the backbone of the City's Information Technology (wi-fi) network. The remaining 29 signals are stand-alone signals and are not currently part of a coordination system.

The City utilizes video detection systems as its primary means of detection; however, a few intersections do feature in-pavement loop detectors. Where fiber optic cable is available at a given intersection with video detection, the feeds from these cameras are linked to the offices of the Transportation Engineer in the Municipal Complex and the Traffic Control Division Building

located in North Base, using the ATMS software. All of the City's school zone flashers utilize cellular modems to provide communications to and from the office through a wireless communication system. The City also maintains a number of driver feedback speed limit signs with and without school zone flashing beacons. The City of Norman has already laid the foundation for the establishment of a TMC with its robust fiber optic communication network, state of the art traffic signal controllers and modern vehicle video detection systems.

On April 2, 2019, Norman voters approved a \$72 million General Obligation Bond proposition to fund 19 transportation projects, including \$366,000 earmarked for the design of a TMC that will ultimately be constructed using federal transportation funds. On October 22, 2019, the Norman City Council approved Contract K-1920-49 with Stantec Consulting Services, Inc., to prepare the Systems Engineering Analysis needed to qualify for federal funding of the TMC. On May 10, 2022, the Norman City Council approved Amendment No. 1 to Contract K-1920-49 with Stantec Consulting Services, Inc., (Stantec) for the design of a traffic management center that included all technology. The technology will be initially located in Building C of the Municipal Complex which is being designed by The McKinney Partnership Architects (McKinney) for renovation. A portion of the Building C remodel, the existing southwest corner of the building, will house the future traffic management center.

The FFY 2022 Transportation Improvement Plan, developed by the Association of Central Oklahoma Governments (ACOG) and approved by the Oklahoma Department of Transportation (ODOT), includes a \$3 million grant for the City's TMC. The project achieved a perfect score of 100 in the ACOG competitive ranking process. All of the accumulated funds for the TMC will pay for the modifications to the southwest corner of Building C as well as the equipment and communication network necessary to achieve a fully functioning TMC. During the final plans development stage, it was jointly determined by the City of Norman and ODOT staff that assistance with bidding as well as equipment procurement would be needed for a project the likes of which has never been undertaken by the City or ODOT. Following several months of research, a plan was conceived whereby Stantec, under contract with the City, would provide the bidding and procurement services outlined in the attached Amendment 2 to Contract K-1920-49, detailing the Stantec scope of work in this next phase of the TMC design project. With this agreement finally in place, staff expects that the building and equipment will be out to bid by October 2023 with construction/installation of equipment expected as early as January 2024.

Additional staffing for technicians required to occupy the TMC space will be requested in the City's fiscal year 2024-2025 General Fund budget. A space configuration for the Norman TMC is attached, along with a rendering of the workstation to be provided with the project.

### **DISCUSSION:**

The fee associated with the Stantec Amendment. 2 to Contract K-1920-49 is attached. ODOT was able to determine that this fee of \$473,185.60 is eligible for payment using the grant originally obtained from ACOG for the Norman TMC. This means that the grant will pay \$378,548.48 (80%) and the City of Norman will be responsible for the remaining \$94,637.12 (20%). \$400,000 is currently available in Traffic Management System, Construction (Account 50596688-46101; Project BG0087) to be able to pay the City share of these Amendment Services for bidding and procurement and to upfront the grant costs until reimbursement.

Following numerous discussions with ODOT, it was determined that the best path forward was to have City of Norman contract directly with Stantec for these bidding and procurement services, in compliance with City bidding procedures.. As invoices are submitted by Stantec, the City will pay each invoice and then bill ODOT for its 80% share. If approved by the Council, funding for the ODOT portion will be transferred to the Special Grants Fund, and the ODOT share of \$378,548.48 will be recorded to account 225-333252 (Federal Grant Reimbursements) when received.

If approved, City staff anticipates that the Building C renovations to accommodate the TMC and the installation of all necessary equipment will be completed by late fall of 2024. The City's Traffic Management Center will then be fully operational before the end of calendar year 2024.

**RECOMMENDATION NO. 1:**

Staff recommends approval of Amendment 2 to Contract K-1920-49, with Stantec in the amount of \$473,185.60 for bidding and procurement services associated with the equipment needed for the Norman Traffic Management Center.

**RECOMMENDATION NO. 2:**

Staff recommends that \$378,548.48 in anticipated ODOT reimbursement funding be transferred from the Capital Fund, Traffic Management Center, Construction (Account 50596688-46101; Project BG0087) to Special Grants Fund, Traffic Management Center Project, Construction (Account 22596688-46101; Project BG0087).



## AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment No.2 to Contract No. K-1920-49 is between the City of Norman, Oklahoma, a municipal corporation, (hereinafter "OWNER") and Stantec Consulting Services, Inc., (hereinafter "CONSULTANT").

### WITNESSETH:

WHEREAS, the parties entered into Contract No. K-1920-49 on October 23, 2019, pursuant to which CONSULTANT was to provide professional services, including: Systems Engineering Analysis (SEA) for a Traffic Management Center Including Staffing Needs Study for the Traffic Control Division (TCD) and Final Design for the Traffic Management Center (TMC) in Norman, Oklahoma ("Project").

WHEREAS, Contract No. K-1920-49 was for a total amount of TWO HUNDRED SEVENTY-FOUR THOUSAND TWENTY-TWO AND 31/100 DOLLARS (\$274,022.31).

WHEREAS, the Contract No. K-1920-49 was amended on May 10, 2022, for THREE HUNDRED TWO THOUSAND ONE HUNDRED THIRTY-FOUR AND 25/100 DOLLARS (\$302,134.25) under **Amendment No. 1**, for a total contract amount of FIVE HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED FIFTY-SIX AND 56/100 DOLLARS (\$576,156.56)

WHEREAS, OWNER requires various additional services from CONSULTANT, necessitating an amendment to Contract No. K-1920-49, which supplements the scope, cost, and Project schedule of K-1920-49; and

NOW, THEREFORE, the parties desire to amend Contract K-1920-49 as follows:

- I. The Project shall be amended to add and supplement CONSULTANT'S provision of the professional services under the contract to also include those professional services described in the attached "Consultant Scope of Services – Task Work Order 3 (attached hereto as **Attachment A** , hereafter "Amendment 2 Services");
- II. The Amendment 2 Services shall be provided at a total additional cost of FOUR HUNDRED SEVENTY THREE THOUSAND ONE HUNDRED EIGHTY FIVE AND 60/100 DOLLARS (\$473,185.60 ) as set forth in **Attachment B** hereto, for a new total contract amount of ONE MILLION FOURTY NINE THOUSAND THREE HUNDRED FOURTY TWO AND 16/100 DOLLARS (\$1,049,342.16);
- III. Notwithstanding any other language herein, including any descriptions contained within the Attachments hereto, the schedule for Amendment 1 Services shall be as follows:
  - a. All Amendment 2 Services shall be completed no later than one year (12) months following Notice to Proceed ("NTP") with Amendment 2 Services.

Contract K-1920-49 Amd. 2

- b. Time extension must be requested and approved by the City in advance for services beyond one year (12 months).

Contract K-1920-49 shall only be amended as required to give full force and effect to these amendments. All other terms of Contract K-1920-49 shall remain in full force and effect.

[The remainder of this page intentionally left blank]

Contract K-1920-49 Amd. 2

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF NORMAN, OKLAHOMA  
("OWNER")**By: \_\_\_\_\_  
Mayor Larry Heikkila

ATTEST:

By: \_\_\_\_\_  
Brenda Hall, City ClerkApproved as to form and legality this 7 day of June, 2023.  
City Attorney**STANTEC CONSULTING SERVICES INC.  
("CONSULTANT")**By:  \_\_\_\_\_

Name: Russell Saputo

Title: Vice President

ATTEST:

By:  \_\_\_\_\_  
William J. EdwardsTitle: Corporate ~~Secretary~~ Counsel

# ATTACHMENT A

## CONSULTANT SCOPE OF SERVICES

**Contract # K-1920-49**

**Task Work Order Three (3)- Scope of Work**

**City of Norman Traffic Management Center Systems Implementation and Post Design Support**

### Background

In 2019, the City of Norman competitively procured a professional services consultant (Stantec or “Consultant”) to perform the Systems Engineering Analysis (SEA) for the proposed Norman Traffic Management Center (NTMC) design, under Task Work Order (TWO) one. Several SEA documents were developed by the Consultant including the NTMC Concept of Operations (ConOps), system requirements, system communications and project ITS architecture to meet requirements of the Federal Rule 940, a regulation related to Intelligent Transportation Systems (ITS) procurement using Federal funds. Upon reviewing potential NTMC locations, City selected the Human Resources/Information Technology (HR/IT) Building at 201-C West Gray Street, Norman, Oklahoma, with a dedicated TMC operations area, server room, offices, and conference room. After completion of the SEA, the City initiated the NTMC systems design and specifications development of three (3) innovative integrated Transportation Operator Consoles (iTOC) with Audio Video Over Internet Protocol (AV/IP) based communication systems, led by the Consultant as the Engineer of Record (EOR) firm, under Task Work Order 2. One more iTOC (fourth) will also be procured but stored for future deployment with no design or integration necessary. An Architect retained by the City is leading the design of the building infrastructure for the NTMC. Pursuant to this Task Work Order 3, Stantec will provide System Implementation and Post-Design support.

### *Project Responsibilities*

It is our understanding that the procurement framework will proceed as follows: Upon completion of the design effort, the Oklahoma Department of Transportation (ODOT) plans to retain a contractor (s) to procure/construct both types of services covering NTMC building as well as systems. Below is our understanding of the basic roles for each entity:

- *Federal Highway Administration (FHWA)* – Project sponsor
- *Oklahoma Department of Transportation (ODOT)* – Client-side Project Manager and Administrator for NTMC Construction and Systems Implementation
- *City of Norman*: Project Administrator for the design and oversight of systems procurement, and integration efforts. Self-perform NTMC server and switch connectivity for cyber-security and safety.
- *NTMC Systems Consultant (under City of Norman)*– Stantec Consulting as the System Implementation and Post-Design Support Consultant.

- *NTMC Architect (under City of Norman):* Lead designer of NTMC building related services as the AOR firm.
- *NTMC System Contractor (ODOT to procure and retain):*

System Contractor shall procure, install, integrate iTOC and AV/IP systems for a fully functional NTMC.

- *NTMC Building Contractor (ODOT to procure and retain)*

Building Contractor shall construct the NTMC.

## 1.0 Consultant Scope of Work

Under this TWO 3, the Consultant shall support the City in the system deployment including design and specifications (EOR), procurement, installation, integration, testing, documentation, go-live and conditional and final system acceptance.

The Consultant scope shall include the following key tasks:

- Project Management and Meetings
- Contractor Procurement Support
- NTMC Construction Support
- Integration and Testing Support
- Requirement Traceability Verification Matrix (RTVM) Development
- As-Built Plan Development
- Training Support and Standard Operating Procedures (SOP) Development
- Systems Engineering Validation

The Consultant shall provide these support services covering the entire duration of the project until NTMC operations start up, in accordance with the project schedule to be established upon selection of the System Contractor.

Detailed descriptions of each task are provided below.

### 1.1 PROJECT MANAGEMENT AND MEETINGS

Perform required project management duties including meetings and coordination with the City/ODOT/Architect/FHWA on contractual and technical matters, Norman IT, NTMC Architect, Contractor/vendors, and other parties, as necessary. Conduct/attend project management and technical meetings led by other parties, as necessary. The Consultant project manager shall be responsible for project administration and shall be the point of contact for contractual matters such as scope and fee



development for TWO preparations, invoicing, status reporting, project delivery schedule, quality control, and coordination with various parties. Project manager and other key members of the technical team shall conduct virtual/in person meetings, site visits, and other support tasks detailed in this document, as necessary. The Consultant will lead regular project technical coordination meetings on a weekly basis during the active period (system equipment procurement, installation/construction, testing and integration) and bi-weekly for the rest of the duration of the project limited to contractor's original schedule. Additional scope and fee will be submitted for approval to support Consultant services if the Contractor's schedule is extended.

## **1.2 PROCUREMENT SUPPORT**

Consultant will support the City in its procurement of components, to be procured in compliance with the Oklahoma Competitive Bidding Act of 1974 and revised on November 1, 2021 (see link: <https://www.sai.ok.gov/Search%20FormsPubs/database/PCBA%20Handout%20Updated%2011.1.21.pdf>) to help outfit the NTMC for an integrated operations capability. ODOT will be responsible for enforcement and compliance to this act. After notice to proceed of TWO 3, Consultant shall propose for City approval an overall Procurement Plan containing schedule, key equipment, binding system requirements, delivery dates, factory testing dates, and shipping/receiving dates including monthly updates. Consultant will track the status of these procurements through regular coordination with the selected Systems Contractor.

### **1.2.1 Submittal Reviews and Request for Information (RFI)**

The Consultant will abide by the following:

- Create submittal, shop drawing and RFI log with dates and resolutions,
- Review technical compatibility of equipment with plans and specifications,
- Review compatibility with the City IT systems requirements and coordinate for approval,
- Coordinate with City, ODOT and Federal staff as needed to ensure conformity with procedures, and
- Review equipment warranty requirements and coordinate with the Contractor to meet City/ODOT requirements.

For any significant deviation in procurement or design, Consultant shall provide updates to the design limited to three plan sheets. Consultant to coordinate with the City staff/ODOT regarding procurements and coordinate with the Architect in preparing their design/construction documents as necessary to accommodate NTMC system needs.

### **1.2.2 iTOC and System Components Procurement Verification**

Consultant shall assist the City/ODOT in the procurement of the key NTMC systems equipment for design conformance. One of the key components is the iTOC – three for NTMC Room fully integrated and tested and the fourth for the Emergency Communications and Operations Center (ECOC), to be factory tested

and stored with no integration or system testing required. Each iTOC is composed of the furniture module, desk, drawers, electrical motor for console lowering and raising to allow sit and stand work options, and other cabinetry per plan design for enhanced ergonomics. Consultant will collaborate with Contractor/vendors and travel to vendor's facility (one visit) to observe the final iTOC furniture set up and factory tests, prior to shipping and delivery to NTMC per the Procurement Plan. Consultant's Oklahoma City office staff will assist in logistics and delivery confirmation of equipment, as necessary.

Additionally, Consultant will coordinate with the Contractor/vendors and observe the progress and procurement of four fully furnished and tested communication racks per plans and specifications. Each Rack will be fully wired with system equipment such as video processors, encoder/decoder, communication end equipment and power back up system. The Consultant shall review display monitors proposed to be supplied by the Contractor/vendor to verify they will fit each of the four iTOC furniture units and meet specifications. Consultant will undertake a site visit to the Contractor/vendor facility (one visit) to attend the factory/shop tests for Racks as well as associated equipment such as KVM processor, display monitors, Rack Personal Computers (RPC) and optionally, Layer 2 or Layer 3 as the key communication end equipment (City IT will configure these edge switches).

### **1.2.3 Architect/Building Contractor Coordination**

The Consultant shall collaborate with the NTMC Architect and Building Contractor including systems procurement schedule throughout the contract duration. This Building Contractor shall be responsible for building modifications including structure, drywalling, lighting, plumbing, fire protection, raised and normal flooring, HVAC, electrical, and UPS/generator system etc. In addition, the building contractor will also be responsible for procurement and installation of above ceiling conduit, under raised flooring conduit and junction boxes to connect the three iTOCs per design plan.

Consultant to coordinate with the Architect/Building Contractor prior to each major system equipment delivery logistics, installation, integration, and testing activities for items such as iTOCs in NTMC Operations Floor, communications racks with display monitors in the NTMC server room and single display in conference room etc., where support from the Architect/Building Contractor for installation of conduit/wirings or power backup systems will be required.

## **1.3 NTMC CONSTRUCTION SUPPORT**

Consultant shall review construction submittals and shop drawings related to the TMC systems covering iTOCs, conduits, junction boxes, low voltage and fiber communications, AV/IP equipment and software, system communications end equipment (video processor, encoder, decoder and Layer 2 and Layer 3 switches), communication racks, associated test plans and test results. In addition, Consultant will also review NTMC architectural submittals related to system equipment power, lighting, fire suppression, and cyber security. The subject areas not in direct expertise of the Consultant shall be subject to a high-level

cursory review. However, detailed reviews will be undertaken for building infrastructure related to systems electrical and communications for compatibility with the NTMC system design and specifications.

Consultant shall support the City of Norman/ODOT in administering the system infrastructure installation referenced above including regular meeting attendances with the selected TMC building modification contractor as well as System Contractor. Specifically, Consultant shall regularly review the construction schedule, inspect select installations in site, when necessary, provide responses to request for information (RFI), and help resolve implementation issues as appropriate.

It is to be noted that the Consultant is providing professional services and shall not have control over and shall not be responsible for construction means, methods, techniques or procedures of construction or the safety precautions and programs in connection with the construction work performed by the contractor.

#### **1.4 INTEGRATION AND TESTING SUPPORT**

Consultant shall conduct inspection of NTMC systems infrastructure and equipment once fully installed and assist in integration and testing activities. A review of the Integration Plan to be developed by the Systems Contractor will be conducted prior to standalone, subsystems, and system tests per specifications. Below are the details of the integration and testing activities to be supported:

- Witness the integration and testing of hardware and software platforms in NTMC for all three iTOCs and communication racks installed by the Systems Contractor and keep necessary documentations signed by all parties.
- Review integration of the secure/multi-user Keyboard Video Mouse (KVM) peripheral control of five (5) types of data sources for each iTOC operator and keep all documentation signed by all parties.
- ODOT/City of Norman IT to install required software at the rack PCs and VLANs to enable integration of video display processors with the proposed five Centracs and other servers. Consultant to review and support technical activities, if requested.
- Systems Contractor to deploy as needed local, remote, and mobile based operator interfaces with unified control of multiple applications with drag and drop simplicity and customizable capabilities. Consultant to review and support integration and testing activities as necessary and keep documentation.
- Norman IT to configure, test, and integrate of Layer 2 and Layer 3 switches, VLANs and integration with City servers, however, all parties to support including the Consultant, only if requested. City to involve the Centracs® software platform vendor as necessary and Consultant to provide technical support for the overall integration.

- Consultant to review electrical voltage drops, wire sizes, circuit breakers, and power distribution system test results for Uninterruptible Power Service (UPS) battery back-ups at each iTOC as well as the Communication racks and review the electrical testing of the redundant power supply with HR/IT building power and the backup generator.
- City of Norman IT to coordinate with existing Centracrs® vendor will lead the Centracrs Central platform module integration for control of signals, timings, signal coordination, special timing plan activation, and operation of ITS devices through centralized map icons. Consultant to oversee the Centracrs integration plan and support as requested.
- City and Centracrs® vendor to install and integrate new Centracrs® modules such as CCTV advanced module in addition to the existing Genetec® CCTV platform with help from Norman IT. The Consultant shall support as needed and requested.
- Norman IT will assign server space for any data archive/storage system needs. Consultant to support as needed to oversee the data archival and retrieval process through Centracrs or other system recommended by the City.
- End-to-End Testing – Consultant to attend in person and support the final end-to-end testing led by the Systems Contractor/vendor team, Norman IT, Norman TCD and ODOT/FHWA. Consultant to review test procedures provided by the System Contractor team and other parties, however, the Consultant to develop the RTVM system engineering document. After successful end to end test, conditional system acceptance will be granted, and the 30-day operational tests will commence.
- Final System Acceptance Testing (SAT): At the end of the successful 30-day test, the Consultant will attend and support the SAT test in person to be performed by the Systems Contractor per the EOR specifications. All signoffs on the final SAT will be documented.

#### **1.4.1 Requirements Traceability Verification Matrix (RTVM) Development**

Consultant shall develop and maintain a detailed RTVM covering the NTMC/iTOC integration. The following are the steps are to be undertaken:

- a. Develop all key system requirements for the major NTMC elements and how each system requirement will be verified (i.e., through specifications, inspection, and/or testing)
- b. Conduct an internal in-person workshop to finalize the systems requirements and test cases.
- c. Develop verification test cases/test plan for requirements to be verified through testing.

- d. Develop Go Live and final acceptance criteria such that the operation of City's signal platform using Centracs® is fully enabled in all three iTOCs with connectivity with the City's five servers/sources integrated in fulfillment of the key operational objectives.

## **1.6 RECORD DRAWING DEVELOPMENT**

Consultant to submit (draft and final) sets of the NTMC System Contract Record Drawings in 11" X 17" size in an electronic format after NTMC system final acceptance. Contents of the Record Drawings will include the same design sheets prepared by the Consultant covering the work performed with changes marked. Systems Contractor or Building Contractor to provide all field changes and measurements i.e., "as-builts."

## **1.7 TRAINING SUPPORT AND SOP DEVELOPMENT**

Consultant to assist in various training activities as listed in the project specifications with key responsibilities such as scheduling training sessions with the Systems Contractor, maintaining attendance register, and assisting/reviewing the user's manual/training materials prepared by the Systems Contractor. The Consultant will develop the NTMC Standard Operations Procedures (SOP) and lead one virtual training session to go over the SOP.

The SOP shall be a maximum of 30 pages and contain the following key information:

- Introduction/Mission/Vision
- Functions and Services - system coverage map, traffic management system through iTOC, routine system monitoring, NTMC and other field devices, current and future construction plans, NTMC key components, and interagency coordination
- Daily Operations – policy and procedures, severe weather, media requests, CCTV operation and video clips for distribution, ADMS operation, NTMC maintenance. Security, and visitor tours
- General System Operation -communications network type, NTMC server racks, cyber security, electrical power back-up control of signal system via Centracs and ITS devices
- System Operations Procedure during normal, incident, special events and disaster recovery
- Data protection, archival and sharing
- Performance measures
- Appendix- interagency agreements, contracts, and memorandum of understanding to be provided by the City/ODOT.

## **1.8 SYSTEMS ENGINEERING VALIDATION**

Consultant to complete a report for the fulfilment of the last step in Systems Engineering by capturing before/after data for quantification of NTMC benefits and lessons learned. The system validation exercise



will adhere to the initial plan started in the SEA for the NTMC Design (under TWO 1). The City of Norman to provide all data collection for the before scenario for record keeping prior to new TMC system being operational. The City of Norman to also provide all “After” data within the NTMC operations start up period of 6-months. The City to collect the following before/after data at a minimum:

- Citywide incident detection, verification (through CCTV cameras or other means), and clearance times. Collect incident data for a six-month period immediately before deployment of the NTMC and after.
- Before after NTMC travel times and delays along the selected three key corridors during peak hours.
- Before and after City crash statistics along the same three corridors for the same period as other data.
- University of Oklahoma (OU) Sooners home game day traffic statistics covering the above data.

Consultant will include summary of objectives, User Needs (from ConOps) fulfilled, and lessons learned and provide two submissions, Draft and Final.



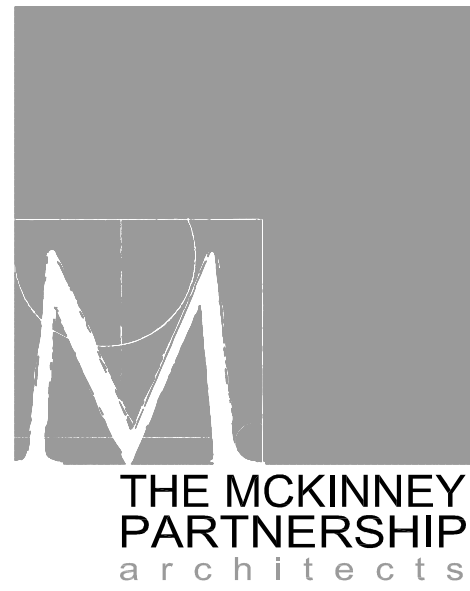
FEE ESTIMATE - TWO 3 City of NTMC System Integration and PD Support Cost

			Supervisor - Engineer (SR ENG)	Sr. Systems Engineer	Sr. System Integrator (EOI)	Electrical Engineer	Hardware & Test Support Lead	CADD Designer	Centracs/Software /Training Sys. Engrs.	Expenses (Other)	Travel Expenses											
Name			Holt, Mike, PE	Pati, Ron, PE	Irvin, Kyle, PE, IMSA III	Wadje, Nishant, PE	Davis, Matt, PE, PTOE	Munshaw, William, PE	Khazraeian, Sama, PhD, PE			Project Summary										
													Hours	Labour	Expense	Total						
													2,040.00	\$444,332.00	\$28,853.60	\$473,185.60						
													0.00	\$0.00	\$0.00	\$0.00						
																		Total Fee (LS)	2,040.00	\$444,332.00	\$28,853.60	\$473,185.60
WBS Code	Task Code	Task Name	Units																			
1	1	TWO 3 City of Norman																				
2	1.1	Project Management and Meetings	17.00	162.00	32.00	1.00	15.00	3.00	42.00	8,053.60	20,800.00											
2.1		Project Management (status reporting, invoicing, budgeting, schedule and meeting minutes)	4.00	92.00						8,053.60												
2.2		PM and ODOT and Architect Coordination/Status Meetings ( Status of work, Systems Integration, testing) Virtual -26 weeks	6.00	26.00	13.00				12.00													
2.3		Construction/Technical meeting/Coordination	4.00	26.00	13.00		12.00		12.00													
2.4		PM meeting/Kick-off Pre-Construction TMC Site Visit (Meetings -In person)	1.00	16.00	4.00	1.00	1.00	1.00	16.00													
2.5		NTMC systems Demonstration On-line/Virtual (with City and Stakeholders)	2.00	2.00	2.00		2.00	2.00	2.00		20,800.00											
3	1.2	Procurement Support	52.00	248.00	244.00	104.00	72.00	147.00	105.00													
3.1		Assist Norman/ODOT/Federal Staff on technical/procurement Issues and procedures		8.00	4.00		4.00															
3.2		Develop a System Procurement Plan -covering all key systems equipment	2.00	8.00	4.00			4.00														
3.3		Develop construction/installation scopes of NTMC System Construction, equipment- Hardware/Software, integration and testing	4.00	16.00	8.00	8.00	4.00	2.00	2.00													
3.4		Develop construction schedule - procurement, installation, Integration and Testing	2.00	4.00				4.00	24.00													
3.5		Develop scopes and assist in schedule of System infrastructure for construction with Architect	2.00	8.00	4.00			8.00														
3.6		Review construction overall scopes of NTMC Architect's Electrical, HVAC, Flooring and others for three iTOC/Server Room	2.00	8.00	8.00		4.00	4.00														
3.7		Develop Software Stack Plan (SSP), Centracs, City IT, Audio/Video System -Video and KVM Processors/iTOC (5 pages max)	2.00	8.00	4.00		4.00	2.00	4.00													
3.8		Develop Document Equipment Installation and Integration/transport Logistics		2.00	2.00	4.00	4.00	2.00	2.00													
3.9		Develop Systems Integration Plan (SIP) covering all equipment (max. 5 pages)	4.00	12.00	8.00		4.00	4.00														
3.10	1.2.1	NTMC Submittal Reviews and Request for Information (RFI)																				
3.10.1		Create RFI Log with Contractor Question dates and responses/resolution		8.00	8.00	12.00	4.00	12.00														
3.10.2		Submittal reviews -multiple (NTMC physical space - buildings)		8.00	8.00	8.00	8.00	4.00														
3.10.3		Submittal Review Systems - hardware and software - audio, video distribution submittals	4.00	8.00	12.00		4.00	4.00	6.00													
3.10.4		Submittal Review - compatibility with City IT services and Centracs		8.00	8.00		4.00	12.00	4.00													
3.10.5		Minor Plan revisions/changes as needed	4.00	4.00	4.00	4.00		16.00	2.00													
3.10.6		Request for Information (RFI) -Develop Responses		8.00	8.00	4.00			4.00													
3.10.7		Submittal Review - Electrical Circuits for iTOC integration (high/low voltage)		2.00	2.00	32.00	0.00															
3.10.8		Submittal Review - Comm Racks and Electrical Details/UPS Submission/PDU		2.00	2.00	20.00	0.00															
3.10.9		Documentation		2.00	2.00		0.00	12.00	4.00													
3.10.10		Review Hardware and Software test plans (FAT, Standalone, subsystem and System)	4.00	8.00	16.00	4.00			2.00													
3.10.11		Review Fiber Termination/Test Plan/OTDR Test Result Review		4.00	4.00			24.00														
3.11	1.2.2	iTOC and System Component Procurement Verification																				
3.11.1		integrated Transportation Operations Console (iTOC) Factory Acceptance Test (FAT) Test Plan	2.00	4.00	4.00	2.00	2.00	2.00	2.00													
3.11.2		Travel to Vendor/Contractor facility to Witness FAT Test and Conformance of iTOCs (4 units)		24.00	24.00				4.00													
3.11.3		Coordinate on iTOC delivery and Acceptance at NTMC and Logistics	2.00	8.00	8.00		8.00	2.00	2.00													
3.11.4		iTOC Rack Assembly and Factory Acceptance Test (FAT) review (4 units) - final results		2.00	4.00			2.00	2.00													
3.11.5		Send Layer 2 and 3 Switches to Norman IT for configuration		4.00	4.00		8.00	2.00	2.00													
3.11.6		Travel to Vendor/Contractor facility to Witness Test and Conformance of Comm Racks		24.00	24.00	4.00		2.00	4.00													
3.11.7		Coordinate on iTOC Comm Rack delivery and Acceptance at NTMC and Logistics		2.00	2.00			2.00	2.00													
3.11.8		Coordinate with Norman IT on Layer 2 and Layer 3 and Rack PC configuration		4.00	4.00		0.00															
3.11.9		Review VLAN configuration by Norman IT		2.00	2.00		2.00															

	Hours	Labour	Expense	Total
	272.00	\$64,112.00	\$28,853.60	\$92,965.60
	96.00	\$24,060.00	\$8,053.60	\$32,113.60
	57.00	\$13,476.00	\$0.00	\$13,476.00
	67.00	\$15,286.00	\$0.00	\$15,286.00
	40.00	\$8,658.00	\$0.00	\$8,658.00
	12.00	\$2,632.00	\$20,800.00	\$23,432.00
	972.00	\$213,564.00	\$0.00	\$213,564.00
	16.00	\$3,780.00	\$0.00	\$3,780.00
	18.00	\$4,242.00	\$0.00	\$4,242.00
	44.00	\$9,928.00	\$0.00	\$9,928.00
	34.00	\$6,514.00	\$0.00	\$6,514.00
	22.00	\$4,954.00	\$0.00	\$4,954.00
	26.00	\$6,022.00	\$0.00	\$6,022.00
	24.00	\$5,378.00	\$0.00	\$5,378.00
	16.00	\$3,180.00	\$0.00	\$3,180.00
	32.00	\$7,552.00	\$0.00	\$7,552.00
	358.00	\$74,396.00	\$0.00	\$74,396.00
	44.00	\$8,980.00	\$0.00	\$8,980.00
	36.00	\$7,648.00	\$0.00	\$7,648.00
38.00	\$8,620.00	\$0.00	\$8,620.00	
36.00	\$7,628.00	\$0.00	\$7,628.00	
34.00	\$6,952.00	\$0.00	\$6,952.00	
24.00	\$5,400.00	\$0.00	\$5,400.00	
36.00	\$6,504.00	\$0.00	\$6,504.00	
24.00	\$4,440.00	\$0.00	\$4,440.00	
20.00	\$3,848.00	\$0.00	\$3,848.00	
34.00	\$8,104.00	\$0.00	\$8,104.00	
32.00	\$6,272.00	\$0.00	\$6,272.00	
290.00	\$65,534.00	\$0.00	\$65,534.00	
18.00	\$3,976.00	\$0.00	\$3,976.00	
52.00	\$12,712.00	\$0.00	\$12,712.00	
30.00	\$6,802.00	\$0.00	\$6,802.00	
10.00	\$2,212.00	\$0.00	\$2,212.00	
20.00	\$4,272.00	\$0.00	\$4,272.00	
58.00	\$13,756.00	\$0.00	\$13,756.00	
8.00	\$1,712.00	\$0.00	\$1,712.00	
8.00	\$2,000.00	\$0.00	\$2,000.00	
6.00	\$1,390.00	\$0.00	\$1,390.00	

3.11.10		Coordinate with Centracs on NTMC platform, modules and connectivity to ITOCs		2.00	4.00		0.00		12.00				18.00	\$3,636.00	\$0.00	\$3,636.00
3.11.11		Develop Centracs Integration Document	2.00	4.00	4.00			12.00	12.00				34.00	\$6,802.00	\$0.00	\$6,802.00
3.11.12		Half Day Integration Related Internal Workshop (all parties)/Presentation	4.00	8.00	4.00		4.00	4.00	4.00				28.00	\$6,264.00	\$0.00	\$6,264.00
3.12	1.2.3	NTMC Construction Support											92.00	\$22,084.00	\$0.00	\$22,084.00
3.12.1		Coordination with NTMC Architect Contractor for procurement schedule and logistics		4.00	8.00			1.00	1.00				14.00	\$3,356.00	\$0.00	\$3,356.00
3.12.2		Cursory review of HVAC, Flooring, Telecom, Security, Generator, and Various cabling	4.00	4.00	8.00		2.00	2.00	2.00				22.00	\$5,162.00	\$0.00	\$5,162.00
3.12.3		TMC ITOC and Server Room Construction Coordination - Site Review	4.00	8.00	8.00	2.00	2.00	2.00	2.00				28.00	\$6,506.00	\$0.00	\$6,506.00
3.12.4		NTMC Other Construction logistics/ITOC placement and traffic controller and other conference room equipment	4.00	8.00	8.00								20.00	\$5,060.00	\$0.00	\$5,060.00
3.12.5		Fiber and low voltage conduit installation/ ITOC cable pulling			8.00								8.00	\$2,000.00	\$0.00	\$2,000.00
4	1.4	Integration and Testing Support	14.00	64.00	100.00	8.00	88.00	22.00	56.00				352.00	\$77,130.00	\$0.00	\$77,130.00
4.1		One Day All Party Integration Workshop (EOR firm, client and contractor)		8.00	8.00		8.00	2.00	8.00				34.00	\$7,340.00	\$0.00	\$7,340.00
4.2		ITOC furniture and AV-IP Vendor /Integration/Test Plan Review	2.00	4.00	8.00		2.00	2.00	2.00				20.00	\$4,632.00	\$0.00	\$4,632.00
4.3		Centracs Team coord... - Review test plans		4.00	4.00				4.00				12.00	\$2,712.00	\$0.00	\$2,712.00
4.4		NTMC Comm. equipment config/set in NTMC (Norman IT) Test Plan Review		8.00	4.00	4.00	4.00						20.00	\$4,468.00	\$0.00	\$4,468.00
4.5		ITOC Test Stand Alone, Subsystem and System Plan Review and Finalization	2.00	2.00	4.00								8.00	\$2,030.00	\$0.00	\$2,030.00
4.6		Witness Standalone Test and Sign off	4.00	2.00	16.00		16.00	4.00					42.00	\$9,392.00	\$0.00	\$9,392.00
4.7		Witness Subsystem Test/with VLAN and Server Integration and sign off		2.00	16.00		16.00	4.00					38.00	\$8,332.00	\$0.00	\$8,332.00
4.8		Witness System END TO END Test (full System) - Sign off		16.00	16.00	4.00	16.00	2.00	2.00				56.00	\$12,520.00	\$0.00	\$12,520.00
4.9		Go Live Issues and Trouble Shooting if any		4.00	4.00		4.00						12.00	\$2,780.00	\$0.00	\$2,780.00
4.10		Start of 30 day Test - Conditional Acceptance		2.00	8.00								10.00	\$2,500.00	\$0.00	\$2,500.00
4.11		Final Acceptance Test with Vendors and Norman IT - begin NTMC Operation upon passing	2.00	8.00	8.00		2.00						20.00	\$4,920.00	\$0.00	\$4,920.00
4.12		System Training and Manual Review and Attend Workshop	4.00	4.00	4.00		20.00	8.00	40.00				80.00	\$15,504.00	\$0.00	\$15,504.00
5	1.4.1	RTVM Development (this task to be completed before all Testing activities)	10.00	26.00	24.00	0.00	10.00	40.00	56.00				166.00	\$34,188.00	\$0.00	\$34,188.00
5.1		Develop Key System Requirements for major NTMC elements and Verification Method		4.00	4.00		4.00	24.00	32.00				68.00	\$12,748.00	\$0.00	\$12,748.00
5.2		Internal in-person RTVM Workshop	2.00	2.00	2.00		2.00	2.00	2.00				12.00	\$2,632.00	\$0.00	\$2,632.00
5.3		Centracs Testing Through ITOC test Plan		2.00					4.00				6.00	\$1,212.00	\$0.00	\$1,212.00
5.4		Develop verification test cases for requirements to be verified through testing	2.00	2.00	2.00		2.00	2.00	2.00				12.00	\$2,632.00	\$0.00	\$2,632.00
5.5		End-to-End Test Plan Criteria	2.00	4.00	4.00		2.00	4.00	8.00				24.00	\$5,056.00	\$0.00	\$5,056.00
5.6		Develop Go-Live Test Criteria	2.00	4.00	4.00			4.00	4.00				18.00	\$3,954.00	\$0.00	\$3,954.00
5.7		Conditional and Final Acceptance test criteria	2.00	8.00	8.00			4.00	4.00				26.00	\$5,954.00	\$0.00	\$5,954.00
6	1.6	NTMC Record Drawings	2.00	2.00	8.00	0.00	4.00	52.00	0.00				68.00	\$13,066.00	\$0.00	\$13,066.00
6.1		Record Drawings	2.00	2.00	8.00		4.00	52.00					68.00	\$13,066.00	\$0.00	\$13,066.00
7	1.7	Training Support and SOP Development	8.00	20.00	12.00	0.00	36.00	4.00	62.00				142.00	\$28,888.00	\$0.00	\$28,888.00
7.1		Coordination with Contractor on Training		2.00	2.00		2.00		2.00				8.00	\$1,746.00	\$0.00	\$1,746.00
7.2		Schedule Training Sessions (Various)					2.00		4.00				6.00	\$1,102.00	\$0.00	\$1,102.00
7.3		Contractor Training Material Review		2.00			4.00	2.00	4.00				12.00	\$2,348.00	\$0.00	\$2,348.00
7.4		Attend Select Training Sessions	2.00	4.00	4.00		4.00		4.00				18.00	\$4,022.00	\$0.00	\$4,022.00
7.5		Conduct one training Session (Virtual) on Standard Operating Procedure (SOP)					8.00		16.00				24.00	\$4,408.00	\$0.00	\$4,408.00
7.6		SOP Draft	4.00	8.00	2.00		16.00	2.00	32.00				64.00	\$12,732.00	\$0.00	\$12,732.00
7.7		Sop Final	2.00	4.00	4.00								10.00	\$2,530.00	\$0.00	\$2,530.00
8	1.8	System Engineering Validation	4.00	6.00	6.00	0.00	4.00	4.00	44.00				68.00	\$13,384.00	\$0.00	\$13,384.00
8.1		Begin NTMC Operation Start and Open house		2.00	2.00								4.00	\$1,000.00	\$0.00	\$1,000.00
8.2		Data Review (before-after)			2.00		2.00	2.00	12.00				18.00	\$3,382.00	\$0.00	\$3,382.00
8.3		Report Development	2.00	2.00	2.00		2.00	2.00	32.00				42.00	\$7,972.00	\$0.00	\$7,972.00
8.4		Validation report QA/QC and Submission	2.00	2.00									4.00	\$1,030.00	\$0.00	\$1,030.00

<b>Expense Break Down</b>									
Travel Costs (Three persons - 1 time (kick-off)=3 <b>trips</b> ,-ITOC Factory /Comm Rack FAT) - 2 persons 2 trips = <b>4 trips</b> ; and 3 systems int. trips- 2 persons ( <b>6 trips</b> ) + 2 additional trips internal meetings) =16									
	Air	Rental Car	Hotel	Per Diem	Total	Total Travel Expense			
\$	700.00	\$ 140.00	\$ 320.00	140	\$ 1,300.00	Expense	\$	20,800.00	
							\$	8,053.60	
Non-Travel Expense = 8% of raw labor						Total Expenses	\$	28,853.60	
Document									
Postage/ Freight/ Courier									
Supplies/ Equipment									



3600 West Main  
Suite 200  
Norman, Oklahoma  
73072  
405.360.1400 p  
405.364.8287 f  
tmparch.com

Seal:

Project:

**City of Norman**  
**Traffic Management Center**  
**J/P No: 3532504**  
**Project No: STP-214E(128)AG**  
313 N. Webster Avenue  
Norman, OK

Issue Date:  
09/30/2022 90% CD SET

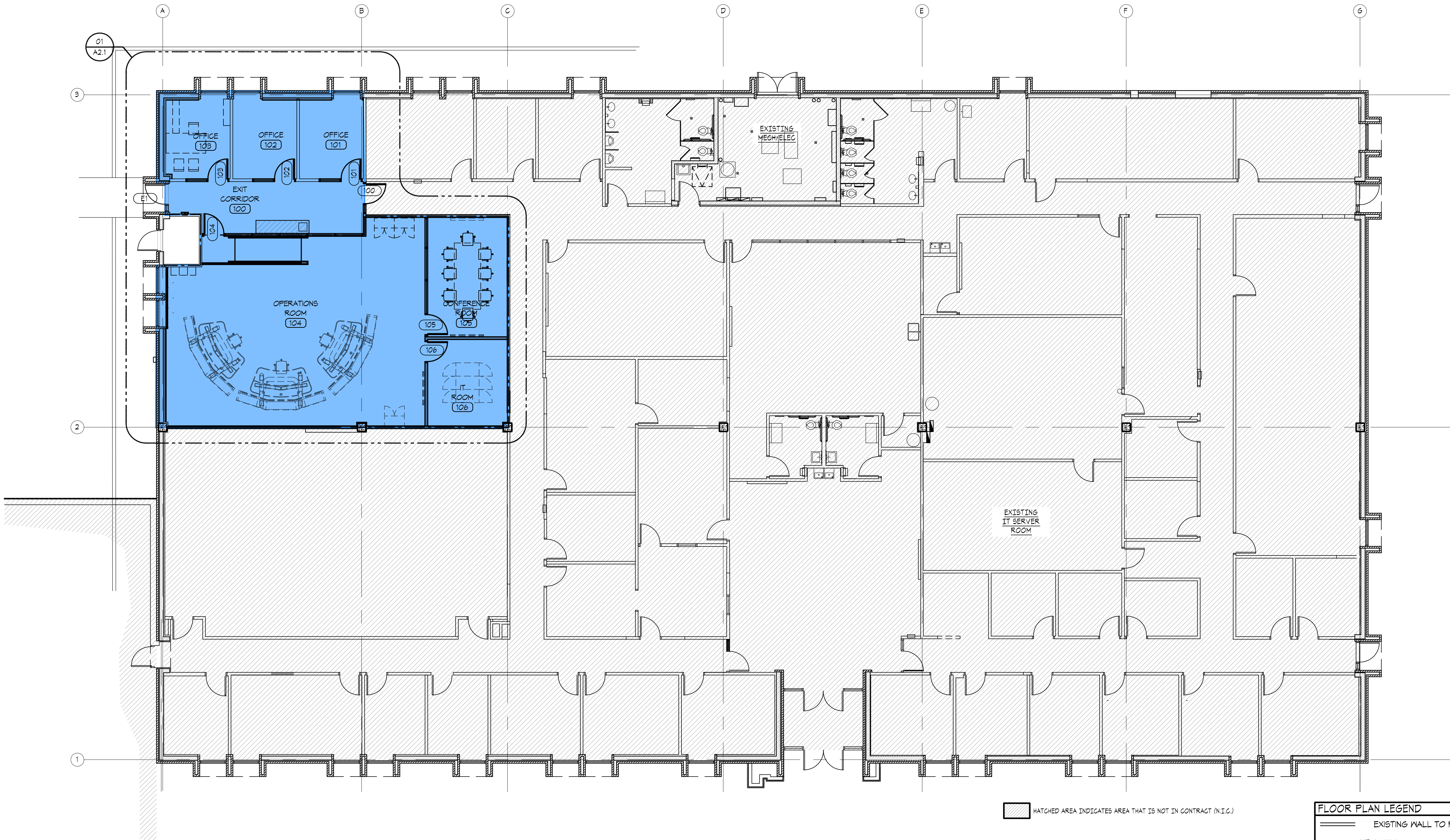
Revisions:

Project Number:  
CM090822

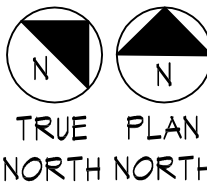
Sheet Title:  
FLOOR PLAN

Sheet Number:

A2.0



HATCHED AREA INDICATES AREA THAT IS NOT IN CONTRACT (N.I.C.)



01 FLOOR PLAN  
SCALE: 1/8" = 1'-0"

FLOOR PLAN LEGEND	
	EXISTING WALL TO REMAIN
	NEW WALL
	NEW BUILT-IN MILLWORK
	FULL HEIGHT PARTITION - FULLY SEALED - AREA OF CONTAINMENT FOR HALON SYSTEM
E = EXISTING DOOR & HM FRAME TO REMAIN	
N = NEW DOOR & HM FRAME	
R = RELOCATED EXISTING DOOR & HM FRAME	







**File Attachments for Item:**

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. 2 TO CONTRACT K-2223-1  
BY AND BETWEEN THE CITY OF NORMAN AND ARROYO'S CONCRETE LLC  
DECREASING THE CONTRACT AMOUNT BY \$9,626.95 FOR A REVISED AMOUNT  
OF \$1,129,570.65 AND THE FINAL ACCEPTANCE OF CONTRACT K-2223-1 AND  
FINAL PAYMENT OF \$56,478.30 FOR THE URBAN CONCRETE, FYE 2023  
LOCATIONS, BID 1 PROJECT



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/13/2023

**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. 2 TO CONTRACT K-2223-1 BY AND BETWEEN THE CITY OF NORMAN AND ARROYO'S CONCRETE LLC DECREASING THE CONTRACT AMOUNT BY \$9,626.95 FOR A REVISED AMOUNT OF \$1,129,570.65 AND THE FINAL ACCEPTANCE OF CONTRACT K-2223-1 AND FINAL PAYMENT OF \$56,478.30 FOR THE URBAN CONCRETE, FYE 2023 LOCATIONS, BID 1 PROJECT

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### **BACKGROUND:**

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. The FYE 2023 urban concrete street rehabilitation locations were bid out in two separate bid packages.

The project included select concrete panel replacement on existing streets, Curb replacement and ADA sidewalk improvements completed as necessary for compliance with standards. The project provided maintenance to 3.7 miles of city streets.

Council awarded the contract to Arroyo's Concrete, LLC in the amount of 1,124,371.50 at the July 12, 2023 meeting. Change Order No. 1 increasing the contract amount to \$1,139,197.60, adding rehabilitation of median island noses at the intersection of Flood and Robinson was approved by city council on February 28, 2023. The project was completed within the allotted 275-day contract period, plus weather days for a total of \$1,129,570.65.

### **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-five (25) bid items, twenty-three (23) items had a quantity change. Eleven (11) quantity changes resulted in increased cost, while twelve (12) quantity changes resulted in decreased cost for an overall contract decrease of \$9,626.95 or 0.85%. The contract decreased from \$1,139,197.60 to \$1,129,570.65. Please see the attached Change Order No. 2 for a complete list of bid item cost increases and decreases.

The final payment amount owed to Arroyo's Concrete, LLC is \$56,478.30, which includes the full 5% retainage.

The project was funded as follows:

Project	Number and Account	Amount
Lydicks Addition	BP0532/50593393-4601	\$300,000.00
Hetherington Heights Addition	BP0533/50593393-4601	\$390,000.00
Brookhaven Addition	BP0534/50593393-4601	\$100,000.00
Woodslawn Addition	BP0539/50593393-4601	\$339,570.65
<b>Total:</b>		<b>\$1,129,570.65</b>

#### **RECOMMENDATION 1:**

Staff recommends that Change Order No. 2, decreasing Contract K-2223-1 for the Urban Concrete, FYE 2023 Locations, Bid 1 project with Arroyo's Concrete, LLC by \$9,626.95 from \$1,139,197.60 to \$1,129,570.65 be approved.

#### **RECOMMENDATION 2:**

Staff further recommends final acceptance of the Urban Concrete, FYE 2023 Locations, Bid 1 project, Contract K-2223-1, and final payment to Arroyo's Concrete, LLC be approved in the amount of \$56,478.30.

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

CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 2DATE: May 24, 2023CONTRACT NO.: K-2223-1SUBMITTED BY: Joseph HillPROJECT: Street Maintenance Bond Program – Urban Concrete Pavement, FYE 2023 Locations, Bid 1

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

Original Contract Time: 240 daysOriginal Contract Amount: \$1,124,371.50Change Order No. 1 Time: 275 DaysChange Order No. 1 Contract Amount: \$1,139,197.60

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$70,107.99	\$(79,734.94)
Change in Contract Time	0 Days	0 Days

NET CHANGE \$(9,626.95)REVISED CONTRACT TIME: 275 daysREVISED CONTRACT AMOUNT: \$1,129,570.65

See Detailed Quantity Change on Page 2 of 2:

## Detailed Quantity Change:

ITEM	DESCRIPTION	UNIT	CONTRACT QUANTITY	FINAL QUANTITY	QUANTITY CHANGE	COST CHANGE
1	Mobilization	L.	1	1.3	0.3	\$5,313.60
2	Traffic Control (10,11,12)	L.	1	1.3	0.3	\$3,412.50
3	Undercut (2)	C.Y.	100	0	-100	\$(5,000.00)
4	Saw Cut Pavement Full Depth (15)	L.F.	200	997.35	797.35	\$3,189.40
5	Remove Curb & Gutter (6)	L.F.	0	49.6	49.6	\$595.20
6	Remove integral curb with slab (6)	L.F.	7,807	8407.82	600.82	\$3,004.10
7	Remove existing pavement (1,6)	S.Y.	14,587	15308.4	721.4	\$7,214.00
8	Type A ODOT Aggregate base	TON	20	236.2	216.2	\$11,891.00
9	Repair inlet box and adjust to	E.A.	3	3	0	\$-
10	3000 PSI Concrete for 6"	S.Y.	14,587	14037.85	-549.15	\$(28,006.65)
11	3000 PSI high-early strength	S.Y.	730	1285.42	555.42	\$30,548.10
12	Remove Sidewalk (6)	S.Y.	102	91.17	-10.83	\$(108.30)
13	3000 PSI Concrete 4" Sidewalk	S.Y.	52	53.41	1.41	\$64.86
14	3000 PSI Concrete sidewalk ramps	S.Y.	50	51.76	1.76	\$158.40
15	Detectable Warning Surface	S.F.	60	40	-20	\$(520.00)
16	Clean Topsoil	C.Y.	290	22.415	-267.585	\$(13,379.25)
17	Slab Sod (4)	S.Y.	2,603	55.56	-2547.44	\$(15,284.64)
18	Adjust Manhole Ring to Grade	E.A.	4	2	-2	\$(1,100.00)
19	Adjust water valve	E.A.	4	4	0	\$-
20	Repair existing Sprinkler head	E.A.	15	1	-14	\$(4,760.00)
21	Repair existing sprinkler line	L.F.	15	0	-15	\$(5,250.00)
22	6" Integral curb	L.F.	7,807	8435.91	628.91	\$4,716.83
23	Replace Inlet Grate (14)	EA.	5	0	-5	\$(1,750.00)
24	Replace Inlet hood (14)	EA.	5	0	-5	\$(1,750.00)
25	Robinson – Flood Medians	L.S.	0	0.809383455	-0.190616546	\$(2,826.10)
	TOTAL COST CHANGE					\$(9,626.95)

CONTRACTOR: Emitio Quezo

ENGINEER: Jeff Jelinek

CITY ATTORNEY: Disabeth Melendore

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

DATE: 6-7-2023

DATE: 6-8-2023

DATE: 6/8/23

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



**File Attachments for Item:**

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-138: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RHOMBIC LLC IN THE AMOUNT OF \$84,000 FOR THE DESIGN OF THE STREET MAINTENANCE BOND FYE 2024 URBAN RECONSTRUCTION PROJECTS AND APPROPRIATION OF \$84,000 FROM THE FUND BALANCE 2021 STREET MAINTENANCE BOND PROGRAM TO THE STREET MAINTENANCE BOND FYE 2024 URBAN RECONSTRUCTION PROJECT ACCOUNTS.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 06/13/2023

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

**PRESENTER:** Shawn O'Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-138: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RHOMBIC LLC IN THE AMOUNT OF \$84,000 FOR THE DESIGN OF THE STREET MAINTENANCE BOND FYE 2024 URBAN RECONSTRUCTION PROJECTS AND APPROPRIATION OF \$84,000 FROM THE FUND BALANCE 2021 STREET MAINTENANCE BOND PROGRAM TO THE STREET MAINTENANCE BOND FYE 2024 URBAN RECONSTRUCTION PROJECT ACCOUNTS.

### BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in General Obligation 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 Urban Road Reconstruction projects included in the program:

FYE22	Grover Lane – Berry Road to Hall Avenue
FYE22	McCullough Street – Monnett Avenue to Front Street
FYE23	Juniper Lane – Chautauqua Avenue to Lahoma Avenue
FYE23	Fairfield Drive – McCall Drive to Willow Lane
FYE24	Oakbrook Drive – Pickard Avenue to Fairfield Drive
FYE24	Pickard Avenue – Imhoff Road to Lakewood Drive
FYE25	North Base Avenue – Main Street to Kansas Street
FYE26	Sherry Avenue – Main Street to Holiday Street
FYE26	Danfield Lane – Danfield Drive to Brookhaven Boulevard

On December 8, 2022, City staff advertised Request for Proposal RFP 2223-38 to solicit Consulting Engineering Services for the reconstruction design of Oakwood Drive and South

Pickard Avenue (maps of the locations are attached). Eight (8) proposals were received by the 4:00 pm deadline on January 12, 2023. The selection committee consisting of three (3) City staff (Joseph Hill – Streets Program Manager, Tim Miles – Capital Projects Manager, and Jeff Fordice – Capital Projects Engineer) and two (2) citizens (Lea Greenleaf – S. Pickard resident and retired postal service maintenance manager, and Mike Zorba. – area realtor and former environmental planner) selected four (4) consultant teams for interviews, which were held January 30, 2023. Following the interviews, the consultant team selected was Rhombic LLC based in Norman Oklahoma. Upon selection, staff entered into evaluation of the selected consultants design scope and fee resulting in a finalized design contract for Council consideration.

This proposed agenda item is to award the contract for design of the Street Maintenance Bond FYE 2024 Urban Reconstruction locations at Oakbrook Drive and South Pickard Avenue to Rhombic LLC.

### **DISCUSSION:**

The funds for these project locations will not be available until the start of fiscal year 2023-2024. Therefore, an appropriation from savings within the 2021 Street Maintenance Bond Program fund balance is proposed for these preliminary engineering design costs.

Rhombic's Scope of Services includes:

- Detailed Topographic Survey
- Geotechnical Testing
- Design Plan submittals at 30%, 90%, and Final Plan stages
- Utility Investigations
- Construction support and record drawings

If approved, funding for these design services in the amount of \$84,000 will need to be appropriated from savings within the Capital Fund, 2021 Street Maintenance Bond Program fund balance and allocated to the following Street Maintenance Bond FYE 2024 Urban Reconstruction Project, Design accounts identified in the transfer table below:

TO:	FROM:	AMOUNT:
BP0579 Account #50593385-46201	Account #50-29000	\$40,000
BP0580 Account #50593385-46201	Account #50-29000	\$44,000
TOTAL:		\$84,000

The contract, which includes a detailed scope, schedule, and fees is attached.

### **RECOMMENDATION 1:**

Staff recommends the appropriation of \$84,000 from the Capital Fund Balance, 2021 Street Maintenance Bond Program (Account 50-29000) with \$44,000 allocated to the Street Maintenance Bond FYE 2024 Urban Reconstruction Project, Broad Acres Addition, Design (Account 50593385-46201; Project BP0580) and \$40,000 allocated to the Street Maintenance Bond FYE 2024 Urban Reconstruction Project, Willowbrook Addition, Design (Account 50593385-46201; Project BP0579).

**RECOMMENDATION 2:**

Staff recommends approval of Contract K-2223-138, between the City of Norman and Rhombic LLC, for the Street Maintenance Bond FYE 2024 – Urban Reconstruction Design in the amount of \$84,000.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

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

1. OWNER intends to reconstruct Oakbrook Drive from Pickard Avenue to Fairfield Drive and South Pickard Avenue from approximately 185 feet south of Lakewood Drive to West Imhoff Road (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the SERVICES); and,
3. CONSULTANT is prepared to provide the SERVICES.

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

### **ARTICLE 1 - EFFECTIVE DATE**

The effective date of this AGREEMENT shall be \_\_\_\_ day of \_\_\_\_\_, 2023.

### **ARTICLE 2 - GOVERNING LAW**

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

### **ARTICLE 3 - SCOPE OF SERVICES**

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

### **ARTICLE 4 - SCHEDULE**

CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in Attachment A according to the Schedule set forth in Attachment B.

### **ARTICLE 5 - COMPENSATION**

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

### **ARTICLE 6 - OWNER'S RESPONSIBILITIES**

OWNER shall be responsible for all matters described in Attachment D, Owner's Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

### **ARTICLE 7 - STANDARD OF CARE**

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.



## **ARTICLE 8 -INDEMNIFICATION AND LIABILITY**

**Indemnification.** To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this AGREEMENT to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

**Survival.** The terms and conditions of this Article shall survive completion of the SERVICES, or any termination of this AGREEMENT.

## **ARTICLE 9 - INSURANCE**

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent

## **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase the CONSULTANT'S legal or contractual obligations or risks beyond the terms of this agreement; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT'S cost estimates or that actual schedules will not vary from the CONSULTANT'S projected schedules.

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Attachment A, Scope of Services are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by the CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

#### **ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the SERVICES shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT.

#### **ARTICLE 14 - TERMINATION AND SUSPENSION**

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to CONSULTANT'S compensation and the project schedule.

#### **ARTICLE 15 - DELAY IN PERFORMANCE**

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

## **ARTICLE 16 - NOTICES**

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

### **OWNER:**

Jeff Fordice, P.E.  
Capital Projects Engineer  
City of Norman  
225 N. Webster Ave.  
Norman, OK 73069

### **CONSULTANT**

Rhombic, LLC:  
Kevan Parker, P.E.  
Director of Engineering  
201 David L. Boren Blvd., Suite 221  
Norman, OK, 73072

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

## **ARTICLE 17 - DISPUTES**

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

## **ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY**

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations, including the City of Norman's policies and provisions. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

## **ARTICLE 19 - WAIVER**

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

## **ARTICLE 20 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

#### ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

#### ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

#### ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party;; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the SERVICES.

#### ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

The City of Norman  
(OWNER)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

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

Rhombic, LLC  
(CONSULTANT)

Signature Cortney Parker

Name Cortney Parker

Title Managing Member

Date 6/8/2023

Attest:

KENNEDY PARKER  
Secretary

Approved as to form and legality this 8 day of June 2023.

Disabeth M. Ludeala  
City Attorney

## ATTACHMENT A SCOPE OF SERVICES

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

### DESCRIPTION OF PROJECT

The scope of work for the FYE 2024 Urban Reconstruction Project is to improve two (2) existing neighborhood streets as a part of the City of Norman's 2021 Street Maintenance Bond Program. The two (2) streets are Oakbrook Drive from Pickard Avenue to Fairfield Drive and South Pickard Avenue from approximately 185 feet south of Lakewood Drive to West Imhoff Road.

#### Oakbrook Drive

Oakbrook Drive is a concrete road located between Pickard Avenue and Fairfield Drive. The road is approximately 0.20 miles in length and twenty-seven (27) feet wide. There are sixteen (16) driveway approaches. There are no sidewalks on Oakbrook Drive.

#### South Pickard Avenue

The design segment of South Pickard Avenue starts approximately 185 feet south of Lakewood drive and extends south to West Imhoff Road. This segment is a concrete road approximately 0.15 miles in length and twenty-eight (28) feet wide. There is sidewalk on the east side of the street. There are eleven (11) driveway approaches and one (1) street intersection. The scope also includes approximately 75 feet of Belmont Drive.

The scope of work will include topographic survey, existing property boundary research, geotechnical analysis, utility coordination, roadway design, and ADA Compliance. Design of utility relocations is not included in this scope of work.

### DESIGN SERVICES

The following design services shall align with the tasks set forth in **Attachment C – Compensation**.

#### **1. Roadway / Street**

Oakbrook and South Pickard will be redesigned to a new, two (2) lane local roadways per City of Norman Standard Typical Section. All drainage is anticipated to be surface drainage with a positive flow downstream to connecting streets, however study of the use of limited storm sewer or other means to improve drainage is expected. All driveways and sidewalks shall be designed to meet the most current version of the ADA, AASHTO, and PROWAG guidelines, and City of Norman Engineering Design Criteria.

The Roadway Engineering design and plan preparation will include all elements listed below and will conform to current FHWA, ODOT, AASHTO, and City of Norman standards, including

- *An International Guide for Roadway Lighting*, American Association of State

- Highway and Transportation Officials, (latest revision).
- *A Policy on Geometric Design of Highways and Streets*, American Association of State Highway and Transportation Officials, 2011 Edition.
  - *Standard Specifications for Highway Construction, and Supplemental*, Oklahoma Department of Transportation, 2009.
  - *Highway Capacity Manual*, Transportation Research Board, 2010 Edition.
  - *Policy on Driveway Regulations for Oklahoma Highways*, Oklahoma Department of Transportation, 1996 Edition.
  - *Roadside Design Guide*, American Association of State Highway and Transportation Officials, 2011 Edition.
  - Oklahoma Administrative Code (OAC), Title 730.
  - *Drainage Design Manual*, Oklahoma Department of Transportation, 2014 Edition.
  - *Roadway Design Manual*, Oklahoma Department of Transportation, 1992 Edition.
  - *Roadway Safety and Convenience Design Guide for Oklahoma Cities*, Oklahoma Department of Transportation, 1991 Edition.
  - *Checklist for Local Government Urban Plans*, Oklahoma Department of Transportation, 2001 Edition.
  - *City of Norman, Engineering Design Criteria*, February 28, 2023
  - *City of Norman Standard Specifications and Construction Drawings* February 28, 2023

#### Oakbrook Drive

The proposed design is the reconstruction of the street with a new 27-foot wide, concrete roadway with integral concrete curb and gutter. Existing sidewalks will be improved to current ADA standards and all drive approaches will be designed to accommodate future sidewalks. Additional sidewalk design is not part of this scope. Roadway design shall meet City of Norman Standards and Specifications.

#### South Pickard Avenue

The proposed design is the reconstruction of the street with a new 28-foot wide, concrete roadway with integral concrete curb and gutter. Existing sidewalks will be improved to current ADA standards and all drive approaches will be designed to accommodate future sidewalks. Additional sidewalk design is not part of this scope. Roadway design shall meet City of Norman Standards and Specifications.

## **2. Traffic**

Phased traffic control will be designed to facilitate construction to allow a minimum of one-way traffic through the duration of construction and access to all residents along project corridor.

## **3. Survey**

Topographic survey will be provided along the corridor from the centerline Oakbrook Drive and the centerline of South Pickard Avenue to 10 feet outside of right-of-way and 20 feet outside each residential driveway at the right-of-way. The survey will also include a minimum of 100 feet or through the first driveway, whichever distance is greater, in all directions at all side street and cross street intersections.

Survey control will be based on the City of Norman Control network and will include 1-foot contour intervals with spot elevations at all key locations such as drainage features, sanitary sewer manholes, etc. Survey will denote the location of all visible utilities, those



identified through OKIE 811 requests and any obtained from the City of Norman utility atlas maps. Additional items to be shown include all improvements within the scope areas such as drives, parking lots, fences, landscaping, etc.

The CONSULTANT will notate identification/ownership of all adjoining properties and their rights-of-way and/or easements along the surveyed corridor.

Landowner notifications, generation of exhibits/legal descriptions for obtaining new rights-of-way/easements, right-of-way acquisition services, and survey data sheets are not provided as part of this contract but can be added through amendment as needed.

#### **4. Geotechnical Testing**

Roadway geotechnical investigation will include six (6) borings to be drilled on alternating sides of the roadway. The borings will include three (3) along Oakbrook and three (3) along Pickard. The borings will extend 36 inches beneath the existing pavement and will consist of grab samples at depths of material changes. Dynamic Cone Penetrometer (DCP) testing will also be performed in the borings. In the laboratory, testing will include water content, Atterberg limits and full sieve analysis, which will be performed on selected recovered samples. Soil samples will be classified in accordance with AASHTO and Unified Soil Classification Systems. In addition, two (2) Standard Proctor and California Bearing Ratio (CBR) tests will be performed on representative composite bulk samples.

Pavement subgrade and section recommendations for the full-depth reconstruction will be included.

Bridge geotechnical, retaining wall geotechnical and sign/light pole foundation recommendation are not provided as part of this contract but can be added through amendment as needed.

#### **5. Right-Of-Way (R/W)**

Right-of-way is not anticipated on this project. The CONSULTANT is not expected to prepare exhibits/legal descriptions. R/W plans, R/W Staking, and acquisition assistance is not included as part of this contract but can be added through amendment.

#### **6. Utilities**

The CONSULTANT will provide utility investigations along the corridor for the Preliminary (30%) Plan and Design Analysis milestone in coordination with the CITY. The CONSULTANT will discuss the level, location, and requirements for spot or segment wide subsurface investigations at that time with the CITY. Subsurface utility Investigations are not included as part of this contract but can be added through amendment.

The CONSULTANT will provide a color-coded Utility Map according to OKIE 811 color coding along the corridor.

The CONSULTANT shall help coordinate and attend utility meetings at each milestone, as needed. Utility coordination will include communication with utility companies and the City's utility department.

Design of utility relocations is not included in this scope of work but can be added through amendment.

## **7. Construction**

### **a. Bidding**

Once the final opinion of probable construction cost are accepted by the OWNER, the CONSULTANT shall:

- Attend the Pre-Bid Meeting and provide information to the OWNER as appropriate to clarify, correct, or change the bidding documents; the OWNER will submit any required Addenda.
- Analyze and evaluate bids in order to make a written recommendation for award to the OWNER.

### **b. Construction Support**

CONSULTANT shall attend a Pre-Construction Meeting and will be available throughout construction to answer questions, including formal Requests for Information (RFIs), and assist the OWNER as necessary, helping to resolve any complications or conflicts that may arise. If shop drawings are to be produced during construction, CONSULTANT will be available to assist the OWNER in review. CONSULTANT shall attend regularly scheduled monthly progress meetings as requested (up to 6 meetings).

### **c. Record Drawings**

Record Drawings will be prepared and submitted to the OWNER based upon field documents provided by the construction administrator.

## **MEETINGS**

The CONSULTANT shall schedule milestone meetings or conference calls with the OWNER to discuss current project status, upcoming milestones, and any issues arising on the project. Brief weekly conference calls between the OWNER Project Manager and CONSULTANT Project Manager shall be conducted.

## **DESIGN CRITERIA**

The design and plans shall conform to current (at the time of bidding) Federal, State of Oklahoma, City of Norman, and American Association of State Highway and Transportation Officials (AASHTO) policies and standards unless modified in writing at the direction of the OWNER.

## **DELIVERABLES**

The CONSULTANT shall provide monthly project status updates that include (but are not limited to) schedule updates, action items, and the anticipated submittal date for upcoming milestones. CONSULTANT shall make available all design calculations upon request. CONSULTANT shall complete thorough quality control reviews prior to the submittal of all deliverables.

### **1. Design Plans – 30/90/100 Milestone Schedule**

#### **a. Plan Requirements**

Plan submissions will include both hard-copy and electronic deliverables. The hard-copy submittal shall consist of one (1) 22 x 34-inches (full-size) and (4) 11 x 17-inches (half-size) plan sets printed to scale (per ODOT standards) and

delivered to the City of Norman Engineering Department.

**b. Preliminary (30%) Plans**

The 30% Preliminary Design Submittal should include, but is not limited to, the following:

- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Horizontal Control Sheet
- Roadway Plan and Profile Sheets
- Opinion of Probable Construction Cost per street
- Updated Design Schedule

**c. 90% Plans**

The 60% Preliminary Design Submittal should include, but is not limited to, the following:

- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Horizontal Control Sheet
- Storm Water Management Plan
- Roadway Plan and Profile Sheets
- Sign and Striping Sheets
- Demolition Sheets
- Estimate of Earthwork
- Preliminary Cross Sections
- Preliminary Construction Sequencing
- Opinion of Probable Construction Cost per street
- Updated Design Schedule

**d. Plans, Specifications, and Estimate (PS&E) Submittal**

The 100% Final Design Submittal should include, but is not limited to, the following:

- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Horizontal Control Sheet
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan and Profile Sheets
- Signing and Striping Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Final Cross Sections
- Detail Sheets
- Sequence of Construction & Traffic Control Plans
- Final Opinion of Probable Construction Cost per street

**ADDITIONAL SERVICES NOT INCLUDED**

1. Environmental Mitigation Plans such as Wetlands, LUST, Hazmat, Section 404 Permitting, etc.

2. Full time construction inspection or observation
3. Construction surveying or surveying for as-built conditions
4. Proposed Right-of-Way or Preparation of Legal Descriptions and Tract Maps
5. Property Acquisition
6. Appraisals - Negotiations & Acquisitions
7. GIS mapping services or assistance with these services
8. Providing renderings, model, and mock-ups
9. Utility Relocation Design
10. Subsurface and/or potholing for utility locations
11. HEC-RAS Modeling
12. Federal, State, or Local Permits
13. Roadway and Pedestrian Lighting Design
14. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
15. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
16. Plan Revisions: Plan revisions (minor alterations) are expected and therefore are included as part of our services in the base contract. Although, if plan adjustments exceed normal revisions or if a complete redesign is required then additional services shall be negotiated to meet an adjusted scope of services.

**ATTACHMENT B  
PROJECT SCHEDULE**

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. CONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	June 14, 2023
Survey	June 15-July 14, 2023
30% Plans	July 15-August 15, 2023
90% Plans	August 16-September 15, 2023
Final Plans	September 18-October 20, 2023
Bid Advertisement	November, 2023

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER, Environmental Clearance, Right-of-Way Acquisition, Utility Relocations, and other factors beyond direct control of CONSULTANT.

## **ATTACHMENT C COMPENSATION**

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay a lump sum amount of \$ 84,000 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

### **SCOPE OF SERVICES**

Task 1: Survey	\$	20,000
Task 2: Geotechnical Investigations	\$	13,000
Task 3: Preliminary (30%) Plans	\$	16,000
Task 4: 60% Plans	\$	16,000
Task 5: Plans, Specifications, and Estimate (PS&E) Submittal	\$	16,000
Task 6: Bidding / Construction Support / Record Drawings	\$	3,000
<b>PROJECT TOTAL (LUMP SUM)</b>	<b>\$</b>	<b>84,000</b>



Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include OWNER directed work that is clearly outside of the Scope of Services in Attachment A. The fee structure for additional services shall be based on time and expense from CONSULTANT's Professional Hourly Rates. CONSULTANT will notify OWNER for OWNER's approval before proceeding.

### **HOURLY RATE SCHEDULE**

#### **SCHEDULE OF HOURLY BILLING RATES (Rhombic)**

(Effective January 5, 2023)

Principal	\$ 290.00/Hour
Senior Project Manager	\$ 235.00/Hour
Project Manager	\$ 190.00/Hour
Project Engineer (P.E.)	\$ 165.00/Hour
Project Engineer (E.I.)	\$ 150.00/Hour
Engineering Technician	\$ 80.00/Hour
CAD Senior Designer	\$ 120.00/Hour
CAD Designer	\$ 95.00/Hour
CAD Technician	\$ 75.00/Hour
Sr. Professional Land Surveyor/Professional Surveyor	\$230.00/Hour
Professional Land Surveyor/Professional Surveyor (P.S.)	\$ 165.00/Hour
Geospatial Manager	\$220.00/Hour
Survey Coordinator	\$ 100.00/Hour
Survey Intern (S.I.)	\$ 85.00/Hour
Survey Crew Chief	\$ 85.00/Hour
Survey Rodman	\$ 75.00/Hour
Sr. Survey Technician/Sr. Geospatial Tech/SIT	\$120.00/Hour
Survey Technician/Geospatial Tech	\$ 100.00/Hour
Survey Field Crew (1-person)	\$ 125.00/Hour
Survey Field Crew (2-person)	\$ 175.00/Hour
Survey Field Crew (3-person)	\$ 235.00/Hour

**EXPENSES:**

Mileage & Per Diem:	IRS-allowed rates
Reimbursable Expenses:	Cost + 10%

**PRINTING:**

8.5x11:	\$0.16/EA B&W	\$0.75/EA Color
8.5x14:	\$0.22/EA B&W	\$0.95/EA Color
11x17:	\$0.32/EA B&W	\$2.01/EA Color
Custom:	\$0.40/SF B&W	\$1.55/SF Color

**NOTES:**

1. All other direct costs (ODC), such as materials, subcontractors, deed research, or hotels will be billed at cost plus 10%.
2. Current IRS Mileage is \$0.655 per mile
3. These rates are subject to change and review once a year

---

\* Includes Mobilization Fee

**BILLING TERMS:**

1. Hourly rates include charges for personnel, equipment, and supplies, but do not include vehicle mileage charges and per diem.
2. Services rendered for legal proceedings, including pre-trial hearings, depositions, expert report preparation, and trial testimony, etc. will be charged at 200% of the noted rates.

**The rates and expenses described may be revised annually.**

**REIMBURSABLE EXPENSES**

The following expenses shall be considered as reimbursable expenses:

- Application and Review Fee(s) to Applicable Government Agency
- Cost of ownership list and/or title work required
- Travel expenses to include lodging, transportation & meals
- Shipping and postage
- Plotting and reproduction for progress meetings, presentations and submittals
- Large format scans and colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics

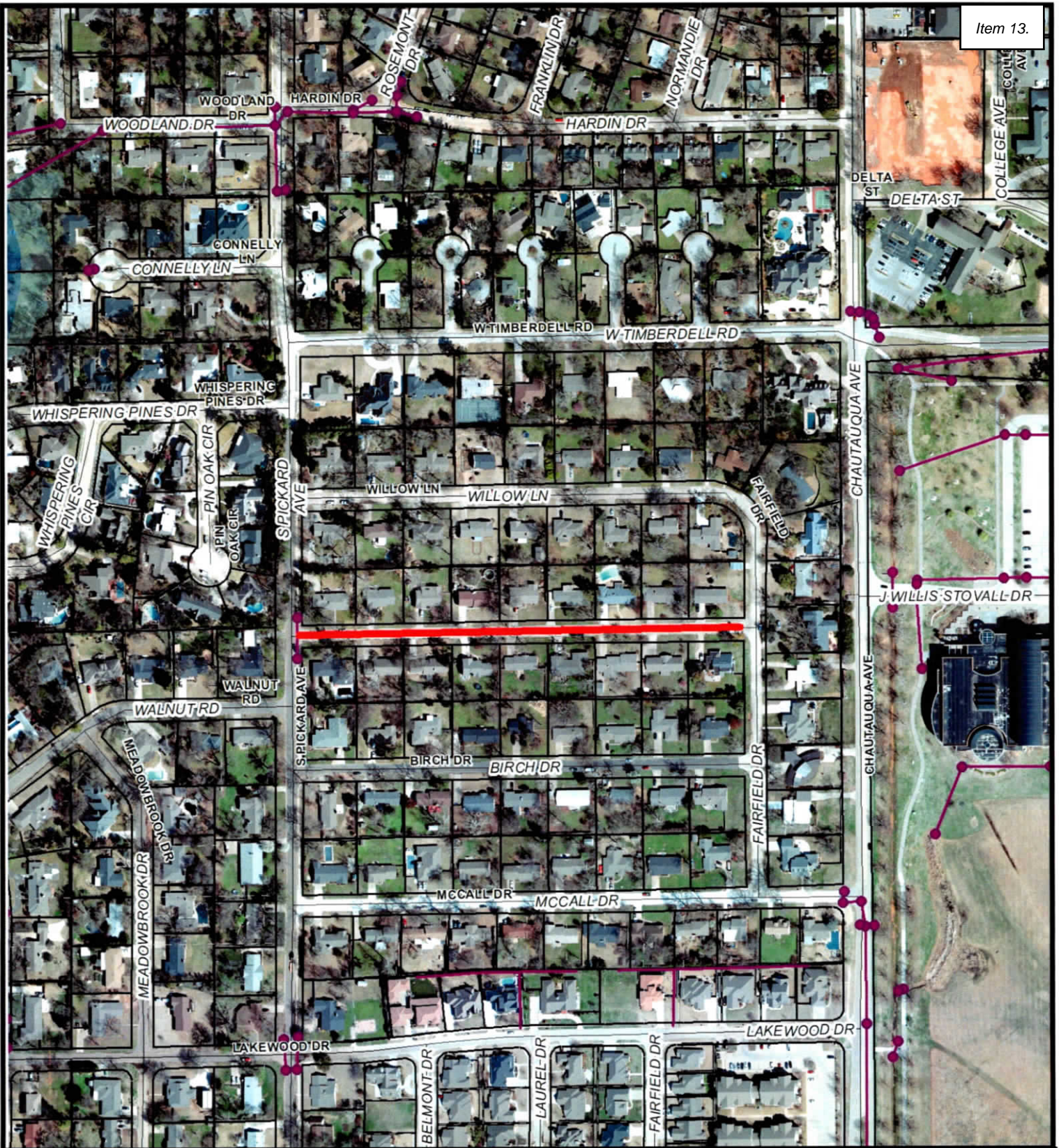
## **ATTACHMENT D OWNER'S RESPONSIBILITIES**

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

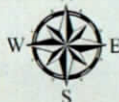
### **OWNER RESPONSIBILITIES**

1. The OWNER shall furnish to the CONSULTANT all available information pertinent to PROJECT including previous reports, construction plans and any other data relative to design and construction of the PROJECT.
2. The OWNER shall be responsible for all permit fees.
3. The OWNER shall examine all studies, reports, sketches, estimates specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.
4. The OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret, and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
5. The OWNER shall furnish legal assistance as required in the preparation, review and approval of construction documents.
6. The OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
7. The OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with the PROJECT.





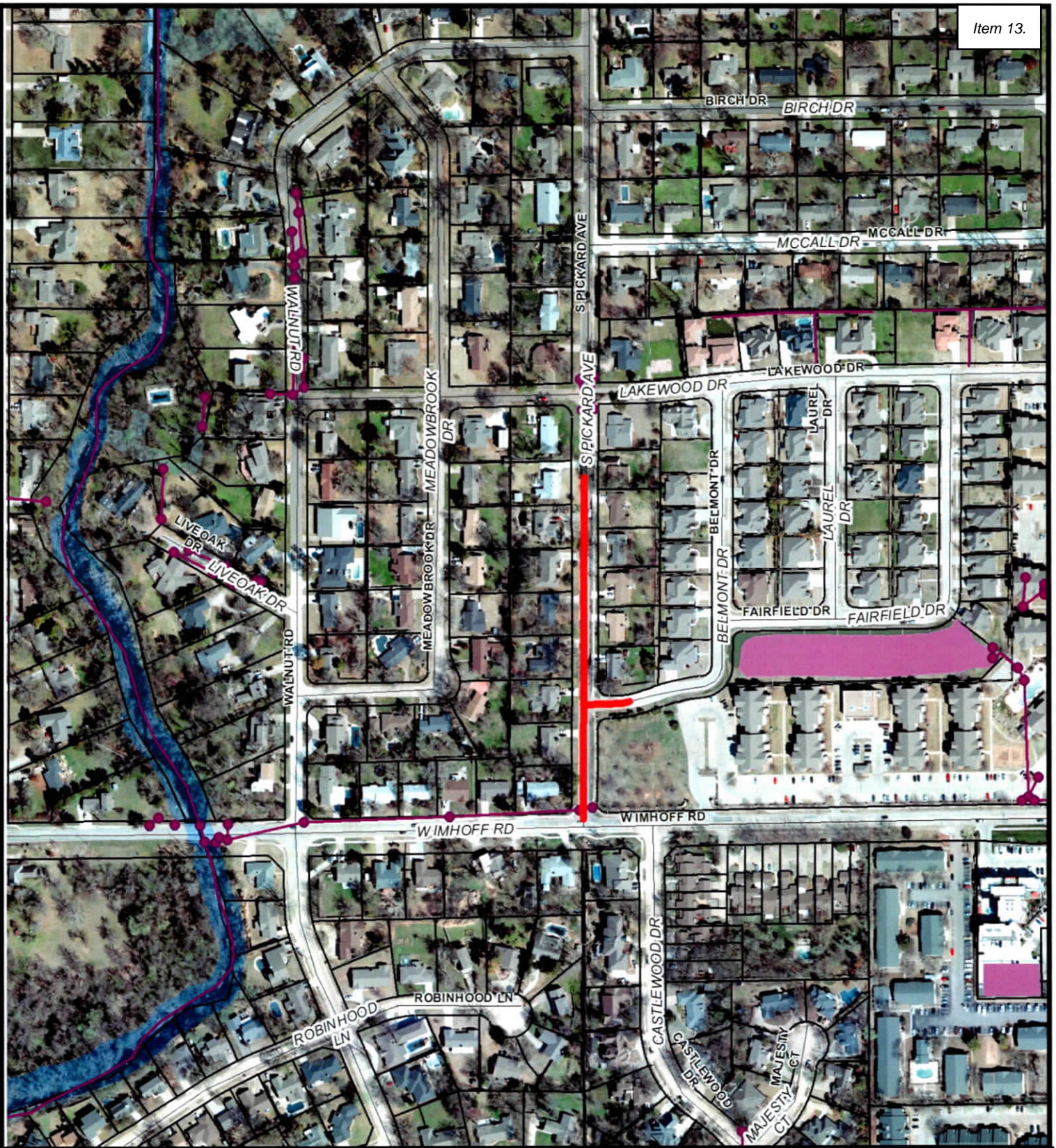
## FYE 2024 Urban Reconstruct Oakbrook Drive



The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.

1 inch = 300 feet





## FYE 2024 Urban Reconstruct Pickard Avenue



The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.

1 inch = 300 feet



**File Attachments for Item:**

14. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K2223-158: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARKILL IN THE AMOUNT OF \$223,162 FOR DESIGN SERVICES FOR TWO MILES OF MULTIMODAL PATH ALONG STATE HIGHWAY 9 BETWEEN 48th AVENUE SE AND 72nd AVENUE SE WITH BUDGET APPROPRIATIONS (\$110,000 FROM THE 718 N. PORTER ARCHITECTURAL AND ENGINEERING ACCOUNT, \$40,000 FROM TRAFFIC CALMING, AND \$73,162 FROM STREET STRIPING) TO STATE HIGHWAY 9 MULTIMODAL PATH DESIGN.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 06/13/2023

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-158: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARKILL IN THE AMOUNT OF \$223,162 FOR DESIGN SERVICES FOR TWO MILES OF MULTIMODAL PATH ALONG STATE HIGHWAY 9 BETWEEN 48<sup>th</sup> AVENUE SE AND 72<sup>nd</sup> AVENUE SE WITH BUDGET APPROPRIATIONS (\$110,000 FROM THE 718 N. PORTER ARCHITECTURAL AND ENGINEERING ACCOUNT, \$40,000 FROM TRAFFIC CALMING, AND \$73,162 FROM STREET STRIPING) TO STATE HIGHWAY 9 MULTIMODAL PATH DESIGN.

### **BACKGROUND:**

For a number of years, the City Council has supported projects that have responded to citizens' desires for improved facilities to enhance their quality of life. High on the citizens' list have been the Legacy Trail sidewalks that are wide and long and safe, and intended to accommodate walkers, runners, bicyclists, skaters, strollers, and disabled individuals. The bicycling community has been particularly active in promoting projects such as bike lanes, shared traffic lanes, and separated bike paths that will provide safe routes for citizens desiring to participate in this active lifestyle. With the funding help of some federal grants, the City has been able to make significant improvements to the sidewalk systems in various areas of Norman, especially in neighborhoods adjacent to schools.

The two-way proposed multimodal path will be constructed to accommodate walkers, runners, bicyclists, skaters, strollers, and disabled individuals. The project is consistent with the City's strategy to become one of the better multimodal transportation cities in the state. The reasonable proximity of the Lake Thunderbird State Park offers an opportunity to link Norman recreationally to that very popular state facility, as well as to provide a safe corridor for non-motorized users of all skill levels to use and enjoy. The City secured funding in recent years for the first two segments (from 24<sup>th</sup> Ave. SE to 48<sup>th</sup> Ave. SE) of the path. Construction of those first two segments is complete. The path along State Highway 9 to Lake Thunderbird State Park is part of the City's adopted Comprehensive Transportation Plan.

On April 3, 2023, the City staff was able to obtain two Transportation Alternative Project (TAP) grants to construct two one-mile long segments of a separated multimodal path going toward

Lake Thunderbird State Park, a popular destination, along State Highway 9 from 48<sup>th</sup> Avenue SE to 72<sup>nd</sup> Avenue SE. Recently, the Oklahoma Department of Transportation (ODOT) approved the use of Parkhill to prepare the plans from their approved list of design consultants. Parkhill was selected by staff because of their familiarity with designing paths along State Highway 9 (two prior miles between 24<sup>th</sup> Avenue SE and 48<sup>th</sup> Avenue SE) as well as with their work in developing estimates for the two current miles of path. The TAP grants provide federal 80% funding for qualified projects (rest of funding will be local). The current grant awards provide \$2,117,966.67 for construction of the two miles of State Highway 9 path with a \$529,491.66 in local match for the two miles. All design fees are the responsibility of the City to provide. A location map is provided.

The total project cost breakdown for this TAP project is anticipated to be:

	Engr. Design	Construction	Total	Percent Share
City	\$223,162	\$529,491.66	\$752,653.66	26.22%
Federal	\$0	\$2,117,966.67	\$2,117,966.67	73.78%
Total	\$223,162	\$2,647,458.33	\$2,870,620.33	

### **DISCUSSION:**

At the time that Parkhill prepared the preliminary construction cost estimates for the grant applications, they also estimated the costs for designing these two miles of multi-modal path. The design estimates came in at \$130,000 per mile for a total of \$260,000. Staff prepared a capital budget request for the FYE 2024 budget to set up this project for design and for future construction. The request for design funding was not granted. Based on more detailed estimated design costs, the current proposal from Parkhill is for \$223,162 and is included in Contract No. K-2223-158 that is attached.

With the knowledge that the design funding was not approved, staff began looking for options to fund this project from within the existing capital budget. Three projects were identified as potential candidates. These include the Architecture and Engineering for the property at 718 N. Porter (Account 50193365-46201; Project BG0082), FY24 Traffic Calming (Account 50590073-46101; Project TC0230), and Street Striping (Account 50594406-46101; Project TC0270). The 718 N. Porter account is no longer needed so all remaining funds should be clear to transfer. Both the TC0230 and the TC0270 have balances remaining from prior years allowing some funds to be used for this project. It is proposed that \$110,000 come from the 718 N. Porter project, \$40,000 from Traffic Calming, and \$73,162 from Street Striping. The requested appropriations for design are summarized in the following table:

Losing Account			Gaining Account		
Account	Beg. Balance	End. Balance	Account	Beg. Balance	Cumulative End. Balance
50193365-46201; BG0082 (718 N. Porter A&E)	\$110,000	\$0	50596688-46201; TR0125 (SH 9 Multimodal Path 48 <sup>th</sup> to 72 <sup>nd</sup> )	\$0	\$110,000
50590073-46101; TC0230 (Traffic Calming)	FY24 \$50,000	\$10,000 + prior balance	50596688-46201; TR0125 (SH 9 Multimodal Path 48 <sup>th</sup> to 72 <sup>nd</sup> )	\$110,000	\$150,000
50594406-46101; TC0270 (Street Striping)	FY24 \$100,000	\$26,838 + prior balance	50596688-46201; TR0125 (SH 9 Multimodal Path 48 <sup>th</sup> to 72 <sup>nd</sup> )	\$150,000	\$223,162

The city share of the construction fees, previously identified as \$529,491.66, will be requested in the FYE 2025 Capital Budget as the design of the two miles of path are expected to take up to a year to complete. If approved, the design would begin in July 2023 and work toward a letting in early fall of 2024. This would mean that the two miles of path could be completed before the end of 2025.

#### **RECOMMENDATION NO. 1:**

Staff recommends approval of Contract K-2223-158, with Parkhill in the amount of \$223,162 for design services associated with two miles of multi-modal path along the north side of State Highway 9 between 48<sup>th</sup> Avenue SE and 72<sup>nd</sup> Avenue SE.

#### **RECOMMENDATION NO. 2:**

Staff recommends that \$110,000 be appropriated from 718 N. Porter (50193365-46201; BG0082), \$40,000 from FY24 Traffic Calming (50590073-46101; TC0230), and \$73,162 from Street Striping (50594406-46101; TC0270), all appropriations would go to SH9 Multimodal Path 48<sup>th</sup> to 72<sup>nd</sup> (50596688-46201; TR0125).

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Parkhill, Smith, & Cooper, Inc. dba "Parkhill" (CONSULTANT) for the following reasons:

1. The OWNER intends to construct a legacy trail path along S.H. 9 beginning near the intersection of 48<sup>th</sup> Avenue SE and S.H. 9 near STA 350+70 of ODOT State Job No. 20266(04). The PROJECT shall extend approximately 10,430 feet east (1.98 miles) past 72<sup>nd</sup> Avenue SE to the End of PROJECT (EOP) near STA 455+00 of stated ODOT project (the PROJECT); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the PROJECT; and,
3. The CONSULTANT is prepared to provide the SERVICES.

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

### ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be the **13<sup>th</sup> day of June, 2023.**

### ARTICLE 2 - GOVERNING LAW

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

### ARTICLE 3 - SCOPE OF SERVICES

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

### ARTICLE 4 - SCHEDULE

The CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in **Attachment A, Scope of Services** according to the Schedule set forth in **Attachment B.**

### ARTICLE 5 -COMPENSATION

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

### ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

materials it owns or has the right to use for the limited purpose of performing the SERVICES. The OWNER represents that the CONSULTANT's use of such documents will not infringe upon any third parties' rights.

#### **ARTICLE 7 - STANDARD OF CARE**

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

#### **ARTICLE 8 - INDEMNIFICATION AND LIABILITY**

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this ARTICLE shall survive completion of the SERVICES, or any termination of this Agreement.

#### **ARTICLE 9 - INSURANCE**

During the performance of the SERVICES under this Agreement, the CONSULTANT shall maintain the following insurance:

- a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

The CONSULTANT shall, upon written request, furnish the OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the OWNER. The OWNER shall require all project contractors to include the OWNER, the CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability

insurance policies, and to indemnify both the OWNER and the CONSULTANT, each to the same extent.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

The CONSULTANT shall not be responsible for; (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or the **Scope of Services** set forth in **Attachment A**; (b) the failure of any contractor, subcontractor, vendor, or other PROJECT participant, not under contract to or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to the OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to the CONSULTANT in **Attachment A, Scope of Services**. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment; (a) increase the CONSULTANT's legal or contractual obligations or risks beyond the terms of this AGREEMENT; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions which existence the CONSULTANT cannot reasonably ascertain.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT's cost estimates or that actual schedules will not vary from the CONSULTANT's projected schedules.

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, plans, drawings, and specifications prepared by the CONSULTANT as deliverables pursuant to the **Attachment A, Scope of Services** are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by the OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the OWNER's sole risk and without liability or legal exposure to the CONSULTANT.

#### **ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, documents, drawings, and specifications prepared by the CONSULTANT and furnished to the OWNER as part of the SERVICES shall become the property of the OWNER; provided, however, that the CONSULTANT shall have the unrestricted right to their use. The CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property.



Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of the CONSULTANT.

**ARTICLE 14 - TERMINATION AND SUSPENSION**

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The OWNER may terminate or suspend performance of this AGREEMENT for the OWNER's convenience upon written notice to the CONSULTANT. The CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to the OWNER, and the OWNER shall pay the CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to the CONSULTANT's compensation and the project schedule.

**ARTICLE 15 - DELAY IN PERFORMANCE**

Neither the OWNER nor the CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the OWNER or the CONSULTANT under this AGREEMENT. The CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

**ARTICLE 16 - NOTICES**

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

**OWNER:**

David R. Riesland, P.E.  
 City Transportation Engineer  
 City of Norman  
 P.O. Box 370  
 Norman, OK 73070

**CONSULTANT:**

William R. Swain, P.E., P.L.S.  
 Team Leader  
 Parkhill  
 3226 Bart Conner Drive  
 Norman, OK 73072

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

#### **ARTICLE 17 - DISPUTES**

In the event of a dispute between the OWNER and the CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

#### **ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY**

The CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations, including the City of Norman's policies and provisions. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is the CONSULTANT's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

#### **ARTICLE 19 - WAIVER**

A waiver by either the OWNER or the CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 20 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

#### **ARTICLE 21 - INTEGRATION**

This AGREEMENT, including **Attachments A, B, and C** incorporated by this reference, represents the entire and integrated AGREEMENT between the OWNER and the CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

**ARTICLE 22 - SUCCESSORS AND ASSIGNS**

The OWNER and the CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

**ARTICLE 23 - ASSIGNMENT**

Neither the OWNER nor the CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, the CONSULTANT may assign its rights to payment without the OWNER's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this ARTICLE shall prevent the CONSULTANT from engaging independent consultants, associates and subcontractors to assist in the performance of the SERVICES.

*[The remainder of this page left intentionally blank.]*

**ARTICLE 24 - NO THIRD PARTY RIGHTS**

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

The City of Norman  
(OWNER)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

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

Parkhill  
(CONSULTANT)

Signature William R Swain

Name William R. Swain, PE, PLS

Title Oklahoma Group Lead

Date 5/15/2023

Attest:

[Signature]  
Secretary



Approved as to form and legality this 19 day of May 2023.

Chisabeth Luckala  
City Attorney

## ATTACHMENT A SCOPE OF SERVICES

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

### DESCRIPTION OF PROJECT

Construction of a Legacy Trail Path along the north side of S.H. 9 beginning near 48th Avenue SE and extending east along S.H. 9 terminating at 72nd Avenue SE.

### DESIGN SERVICES

#### PROJECT Extents:

The beginning of PROJECT (BOP) shall be near the intersection of 48<sup>th</sup> Avenue SE and S.H. 9 near STA 350+70 of ODOT State Job No. 20266(04). The PROJECT shall extend approximately 10,430' feet east (1.98 miles) past 72nd Avenue SE to the End of PROJECT (EOP) near STA 455+00 of stated ODOT project.

#### PROJECT Exceptions:

Project is assumed to be designed entirely within the proposed ODOT right of way or existing right of way of City of Norman. Therefore, no right-of-way acquisition services are included in the scope of services. It is assumed that the environmental clearance for the PROJECT will be prepared by ODOT. Therefore, no environmental clearance services are included in the scope of services. It is anticipated that no utility relocations will be required. Therefore, no utility relocation services are included in the scope of services.

Traffic signal modification design and multi-modal path lighting design are not anticipated. Therefore, no traffic engineering or lighting designs are included in the scope of services.

Geotechnical services are excluded from the scope of services but if required for the project, will be provided by the Owner.

Section 404 permitting or flood plain activity permitting is not included in the current scope of services.

The legacy trail path will be designed based on a design survey for the PROJECT that is included in the scope of services.

Limited Construction Administration has been included to allow for pre-construction meetings, mid and final project walks, and answering design questions that arise.

#### Incidental Construction:

The PROJECT shall include grading, paving, drainage structures, and any other ancillary construction as required, tying the proposed construction to adjacent improvements.

#### Specific PROJECT Requirements:

Design criteria and other requirements specific to this PROJECT include:

- The design shall meet the design requirements of the contributing funding mechanisms.
- The design shall meet appropriate PROWAG guidelines as required.

City of Norman  
Contract No.: K-2223-158

- The design shall meet City of Norman standards as desired and ODOT standards as required.
- The design shall include all associate drainage structures. It is assumed the drainage calculations provided in the recent ODOT State Job will be used for sizing drainage structures. In most instances, the existing ODOT structures will be simply extended.
- Engineering reports, bidding, construction, and supporting documents developed by CONSULTANT shall comply with the established requirements of OWNER, the Oklahoma Department of Transportation (ODOT), and Federal Highway Administration (FHWA) for the purpose of seeking/securing federal construction funds by OWNER. CONSULTANT makes no representations, warranties, or guarantees with regard to the success of OWNER in securing said funds.

In addition, PROJECT shall be designed in accordance with the general criteria identified in PART III – Design Criteria.

## **PART II – SERVICES PROVIDED BY OTHERS**

Engineering and ancillary services including but not limited to those identified below, shall be the responsibility of others unless added to the scope of services by contract amendment:

- Utility relocation design
- Certificates of title and Right-of-Way Appraisals & Acquisitions
- Easement Acquisition Legal Descriptions and/or Right of Way Plans
- Environmental Clearance
- Construction Inspection & Construction Administration Services
- Geotechnical Services
- Wetlands & Flood Plain Permitting

## **PART III – DESIGN CRITERIA**

The design and plans shall conform to current State and AASHTO policies and standards (as modified under the direction of OWNER in writing) including:

- Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, FHWA, 2009 Edition;
- Standard Specifications for Highway Construction, and Supplementals, Oklahoma Department of Transportation, 2019;
- Roadside Design Guide, American Association of State Highway and Transportation Officials, 2011 Edition;
- Right-of-way Specifications Manual for Preparation of Plans and Documents, Oklahoma Department of Transportation, (latest revision);
- Oklahoma Administrative Code (OAC), Title 730;



- Drainage Design Manual, Oklahoma Department of Transportation, 2020 Edition;
- Roadway Design Manual, Oklahoma Department of Transportation, 1992 Edition;

#### **PART IV – GENERAL PERFORMANCE REQUIREMENTS**

CONSULTANT agrees to the following as appropriate and when applicable SERVICES included in this AGREEMENT:

1. To compute and place upon the construction plans, right-of-way ties to the survey line or a construction reference line, whichever is the most feasible, for the purpose of staking the right-of-way line for construction operations.
2. To prepare and furnish complete detailed final construction plans as called for in “DESCRIPTION OF PROJECT”.
3. The design survey and available ODOT plans will be the basis of design of the Legacy Trail path. The construction documents will require the contractor to verify critical elevations and locations prior to construction.
4. The ODOT drainage calculations for the S.H. 9 reconstruction project will be the basis for sizing drainage structures associated with the PROJECT. In most cases, the ODOT structure will simply be extended or slightly modified.
5. Geotechnical information will be required for the design of the bridge abutments. The loads on the legacy trail path are small and the path sections are anticipated to be based on the soil conditions required in the ODOT construction documents and other OWNER standards. If a Geotechnical report is necessary it will be provided by Owner.
6. To furnish any additional plan sheets identified in the scope of services and as required by the OWNER.
7. To provide public involvement participation, coordination and support between the OWNER, the effected local business owners, residents, and community based organizations. Such services shall include, but not limited to, attendance and participation at meetings, gatherings, assemblies or hearings as requested by the OWNER.
8. To be available for such conferences as the OWNER may deem necessary in connection with the work. The OWNER shall have the right to inspect the work at all reasonable times at CONSULTANT’s office.
9. To coordinate its CONSULTANT’s work with other consultants on adjoining projects, if any, and to furnish and share survey and plan data identified in the scope of services in such a manner as to facilitate and expedite the completion of AGREEMENTS for adjacent work.
10. To prepare and/or update CONSULTANT’s Opinion of Probable Cost at each submittal milestone.
11. To furnish a legible copy of all computations used in developing cost estimates which are neatly arranged, bound and are properly identified and indexed. The computations shall be submitted when the documents are submitted to the OWNER.

#### **PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS**

The following Work Breakdown Structure (WBS) and Work Product Requirement are an outline and understanding of the scope of services that supports CONSULTANT’s fee and PROJECT schedule. The WBS is an expansion on the general requirements presented in PARTS I through IV. All requirements set forth in PARTS I through IV shall be met regardless of whether or not more specific requirements are

stipulated herein. A list of the sizes and number of sets of plans included in the AGREEMENT is provided in PART VI – PLAN REQUIREMENTS.

### **PHASE I – PRE-DESIGN SERVICES**

The tasks to be performed by CONSULTANT include:

#### **Task 1 – Design Survey**

All design documents are to be based on the design survey. The project is anticipated to be entirely within the existing ODOT right-of-way.

- a. CONSULTANT will use the design survey to identify horizontal and vertical control within PROJECT limits necessary to serve as survey control for construction staking by the Construction Contractor.
- b. CONSULTANT will obtain, or create, contours and a digital terrain model based on the design survey.
- c. CONSULTANT will coordinate construction plans with ODOT as required.

### **PHASE 2 – DESIGN SERVICES**

The following Design Services will be provided by the CONSULTANT as necessary to complete the PROJECT as defined above:

#### **Task 2A – Concept Design (30% Design)**

The CONSULTANT shall conduct the following design functions during the Concept Design task:

- a. Review existing adopted trail master plans and City Standards.
- b. Site visit for photographic inventory.
- c. Meet with City as necessary to refine the concept, desires, and project preferences.
- d. Meet with ODOT to discuss coordination of projects and exchange of design files and data.
- e. Prepare preliminary horizontal & vertical alignments and set up associated Plan & Profile Sheets.
- f. Develop proposed typical sections and concept details for the path.
- g. Identify critical design issues.
- h. Develop alternatives to resolve critical design issues.
- i. Preliminary prefabricated bridge layout.
- j. Prepare a Preliminary Engineers Estimate of Probable Cost.
- k. Facilitate a 30% concept plan review with the City and ODOT.

**Task 2B – 60% Design**

The CONSULTANT shall complete design analysis and prepare all design documents necessary to conduct a Plan-in-Hand PROJECT review with ODOT and the OWNER. These tasks are anticipated to include the following:

- a. Confirm horizontal and vertical alignments
- b. Confirm Typical Sections
- c. Identify and initiate any permitting required.
- d. Identify outstanding issues
- e. Although not anticipated, identify Right-of-Way needs and Utility Conflict
- f. Revise P & P Sheets
- g. Prepare Cross Section Sheets
- h. Prepare Drainage Structure Tables
- i. Prepare Summary Tables
- j. Prepare Driveway Schedules
- k. Prepare Pay Items & Notes
- l. Prepare Signing & Striping Plan Sheets
- m. Prepare Detail Sheets
- n. Revise Engineer's Estimate of Probable Cost.
- o. Prepare Geometric Control Sheets.
- p. Preliminary prefabricated bridge layout

**Task 2C – Final Plans**

Upon receiving Plan-in-Hand comments from the OWNER and ODOT, the CONSULTANT shall prepare final Construction Documents suitable for ODOT Bidding. These tasks are anticipated to include the following:

- a. Finalize P & P Sheets
- b. Finalize Cross Section Sheets
- c. Finalize Drainage Structure Tables
- d. Finalize Summary Tables
- e. Finalize Driveway Schedules
- f. Finalize Pay Items, Bid Quantities & Pay Notes
- g. Prepare any Special Provisions.
- h. Finalize Signing & Striping Plan Sheets
- i. Finalize Detail Sheets
- j. Final prefabricated bridge design
- k. Finalize Construction Sequence Plans
- l. Finalize Engineer's Estimate of Probable Cost.

**PHASE 3 – CONSTRUCTION SERVICES****Task 3A – Bid Administration**

CONSULTANT will serve OWNER in a support role during the bidding/award process. CONSULTANT shall also provide the specific services outlined herein.

- a. CONSULTANT shall prepare a signed/sealed Engineer's Estimate of Probable Costs based on the final construction documents, pay items, and quantities.
- b. CONSULTANT shall attend the Pre-Bid Conference conducted by ODOT to discuss the PROJECT and answer questions from possible contractors. CONSULTANT shall provide written responses to questions.
- c. CONSULTANT shall correspond with the contractor and OWNER for any necessary clarifications to the plan documents provided by the CONSULTANT.

**Task 3B – Limited Construction Administration**

CONSULTANT will serve OWNER/ODOT in a support role during the construction process. CONSULTANT shall also provide the specific services outlined herein.

- a. CONSULTANT shall attend three site walks (pre-construction, mid-construction, and final walk).
- b. CONSULTANT shall correspond with the contractor and OWNER for any necessary clarifications to the plan documents provided by the CONSULTANT.

**PART VI – PLAN REQUIREMENTS**

Drawings shall conform to ordinary ODOT drafting standard and shall be 22 x 34-inches (full size) and 11 x 17-inches (half size) prints. CONSULTANT shall provide and submit the required number of plan sets to complete the PROJECT. It is currently unknown the exact number of full size and half size plan sets required. For purposes of this contract, up to the following numbers of submittal plan sets (Plan-in-Hand & Final Plans) are included in the base fees:

- a. Full Size – 7
- b. Half-Size – 30

Other required plan set copies will be provided as a reimbursed expense on a cost plus 15% basis. Work in progress sets and progress meeting sets will be half size and included in the base fees.

**PART VII – MUTUAL AGREEMENTS**

OWNER and CONSULTANT mutually agree:

- a. SERVICES to be performed by CONSULTANT shall include and encompass those services identified in "PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS".
- b. CONSULTANT shall hold the OWNER as a confidential client. CONSULTANT shall make no statements or publish any materials regarding any investigations to any party on behalf of the OWNER without prior written authorization from the OWNER. CONSULTANT shall refer all questions regarding this AGREEMENT and the work defined herein to the OWNER.

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- c. Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, CONSULTANT'S Opinion of Probable Cost shall be made on the basis of its experience and qualifications as a professional engineer. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT construction costs will not vary from CONSULTANT'S construction cost estimates.
- d. When the plans are completed to the field review stage, representatives of the OWNER will accompany CONSULTANT on a field review investigation to mutually determine design features to be incorporated in the final plans.
- e. All tracings, plans, computations, specifications, and maps prepared or obtained under the terms of the AGREEMENT shall be delivered to and become the property of the OWNER. All basic survey notes and sketches, charts, computations, and other data prepared or obtained under this AGREEMENT shall be made available upon request to the OWNER without restriction or limitation on their use. When an AGREEMENT is for preliminary plans only, no commitment is made or implied that would constitute a limitation on the subsequent use of the plans or the ideas incorporated therein for preparation of construction plans
- f. CONSULTANT shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this AGREEMENT, except as may be otherwise specifically provided for herein or would otherwise not have been reasonably anticipated.
- g. CONSULTANT shall sign the final product of CONSULTANT'S efforts submitted to the OWNER and affix the appropriate Oklahoma seal as proof of Professional engineer registration in the State of Oklahoma.
- h. CONSULTANT and/or surveyor shall place his professional seal of endorsement and signature on all the documents, survey information and engineering data furnished to the OWNER when such is required by the Level or Type of Service defined by this AGREEMENT and additionally, as may be required by State Law.
- i. CONSULTANT and it's sub-consultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT, for inspection by the OWNER and copies thereof shall be furnished to the OWNER, and if required, to ODOT.

## **DELIVERABLES**

The CONSULTANT shall provide monthly project status updates that include (but are not limited to) schedule updates, action items, and the anticipated submittal date for upcoming milestones. CONSULTANT shall make available all design calculations upon request. CONSULTANT shall complete thorough quality control reviews prior to the submittal of all deliverables.

### **1. Design Plans – 30/60/90 Milestone Schedule**

#### **a. Plan Requirements**

Plans shall consist of one (1) 22 x 34-inches (full size) and 11 x 17-inches (half size) prints TO SCALE.

#### **b. Preliminary (30%) Plans and Design Analysis**

The 30% Preliminary Design Submittal should include, but is not limited to, the following:

- 30% ODOT Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)

- Typical Section/Detail Sheet
- Plan and Profile Sheets
- Preliminary Bridge General Plan and Elevation
- Preliminary Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Opinion of Probable Cost
- Updated Design Schedule

**c. 60% Plans**

The 60% Preliminary Design Submittal should include, but is not limited to, the following:

- 60% ODOT Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Drainage Map
- Drainage Design Details and Calculation Tables
- Storm Water Management Plan
- Plan and Profile Sheets
- Final Bridge General Plan and Elevation
- Sign and Striping Sheets
- Demolition Sheets
- Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Preliminary Cross Sections
- Preliminary Construction Sequencing (to determine Right-of-Way requirements)
- Opinion of Probable Cost
- Updated Design Schedule

**d. (90%) Plans**

The 90% Design Submittal should include, but is not limited to, the following:

- 90% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Final Bridge General Plan and Elevation
- Signing and Striping Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- Opinion of Probable Cost
- Updated Design Schedule



**e. Plans, Specifications, and Estimate (PS&E) Submittal**

The 100% Final Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 100% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- ODOT Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Final Bridge General Plan and Elevation
- Signing and Striping Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- Special Provisions Form
- Final Opinion of Probable Cost – in required format
- Final Design Calculations shall be made available upon request

**ADDITIONAL SERVICES NOT INCLUDED**

**Environmental Mitigation Plans such as Wetlands, LUST, Hazmat, Section 404 Permitting etc.**

**Full time construction inspection or observation.**

**Construction surveying or surveying for as-built conditions.**

**Property Acquisition**

**Appraisals -Negotiations & Acquisitions**

**404 permitting or flood plain activity permit.**

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## ATTACHMENT B PROJECT SCHEDULE

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. SUBCONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	June 14, 2023
30% Plans	90 days after NTP
60% Plans	150 days after NTP
Right-of-Way Documents	210 days after NTP
90% Plans	210 days after NTP
Bid Plans and Specifications	270 days after NTP

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER & ODOT, Environmental Clearance, Right-of-Way Acquisition, Utility Relocations, and other factors beyond direct control of CONSULTANT.

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### ATTACHMENT C COMPENSATION

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachement A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$ 223,162 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1 – Design Survey	\$30,500
Task 2A – Concept Design (30%)	\$54,092
Task 2B – 60% Design	\$59,108
Task 2C – Final Plans	\$65,268
Task 3A – Bid Administration	\$9,068
Task 3B – Limited Construction Administration	\$5,125
<b>TOTAL COMPENSATION</b>	<b>\$223,162</b>

**ATTACHMENT D  
OWNER'S RESPONSIBILITIES**

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

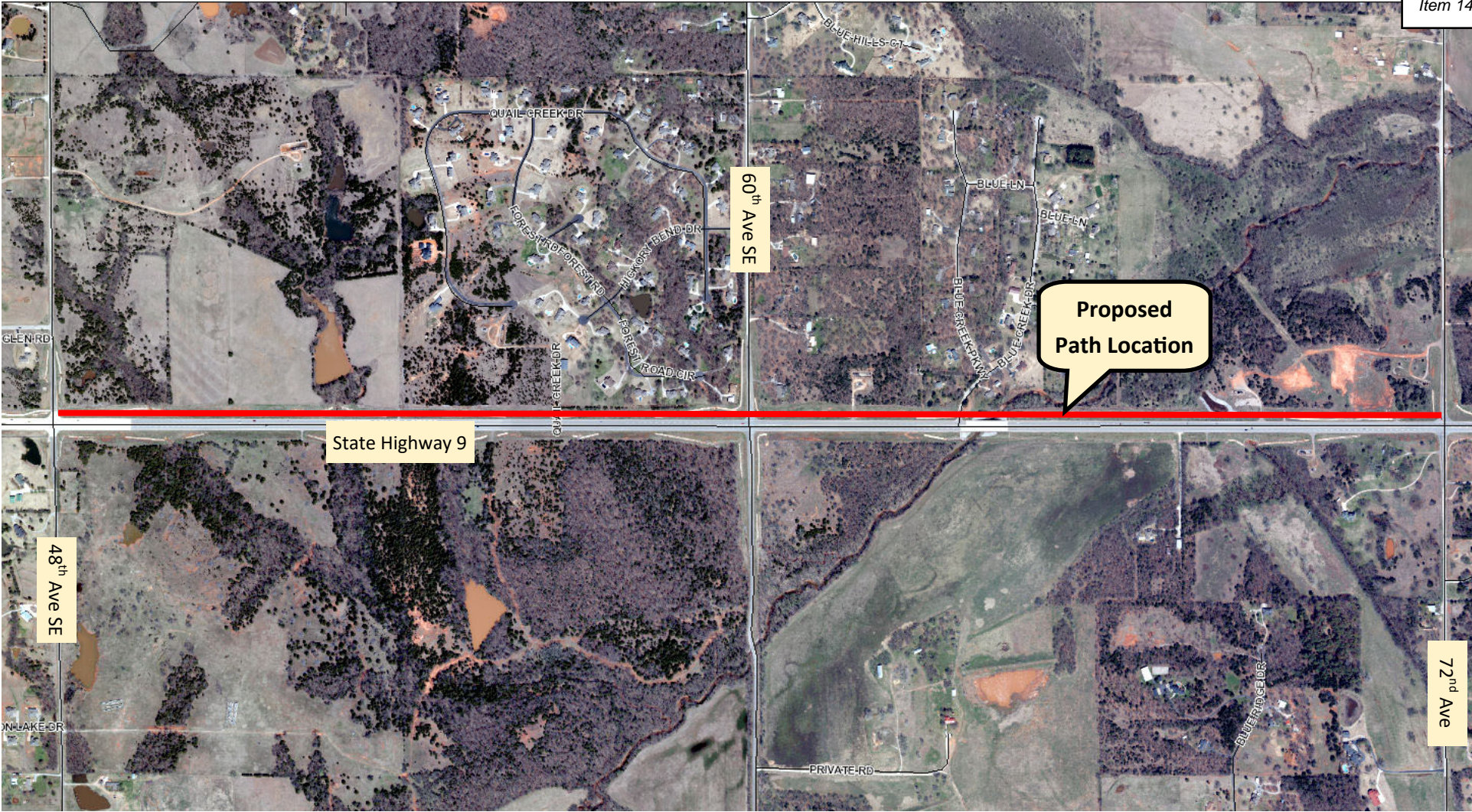
**I. OWNER RESPONSIBILITIES**

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
6. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

**II. SPECIAL RESPONSIBILITIES**

1. OWNER shall furnish to CONSULTANT traffic studies as may be required for by ACOG, ODOT, and/or FHWA for consideration of PROJECT funding and/or PROJECT letting.
2. OWNER shall furnish Certificates of Title, Appraisals, and Right-of-Way Acquisition necessary for utility relocations and/or proposed construction of PROJECT.
3. OWNER shall furnish a Geotechnical Report to assist in the design for the bridge abutments if necessary.





**Location Map: Proposed State Highway 9 Multimodal Path (48<sup>th</sup> Ave SE to 72<sup>nd</sup> Ave SE)**

The State of Texas               §

County of Lubbock               §

**RESOLUTION**

At the regular meeting of the Board of Directors of Parkhill, Smith & Cooper, Inc., on August 13, 2020, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

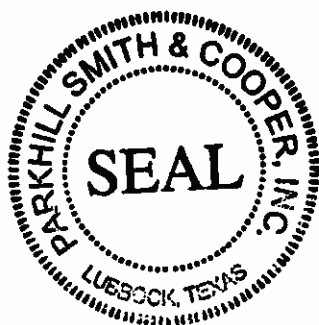
"BE IT RESOLVED that the following Principals and employees of the corporation, namely:

Mike Baker  
Victor Baxter  
Greg Billman  
Joseph (Joe) Bradley  
Chad Davis  
Hector De Santiago  
Jay Edwards  
Zane Edwards  
Gary Ferguson  
Charles Fiedler  
David Finley  
Paige Gollihar  
Brian Griggs  
Mark Haberer  
John Hamilton  
Dan Hart  
Kelly Henderson  
Jared Higgins  
Holly Holder  
Scott Honeyfield  
Michael Howard  
Monte Hunter  
Brian Irlbeck  
Kyle Jackson  
Ryan Kennerly

Sanford LaHue  
Steven Lemke  
Dawn Moore  
Mike Moss  
Scott Nelson  
Bill Noonan  
Michael Ramirez  
Ruppert Rangel  
Joe Rapier  
Kreg Robertson  
Robert Rollo  
Keith Rutherford  
Mark Sanchez  
Norbert "Rick" Schlegel  
Brian Stephens  
Mary Stills  
Kelby Sue  
William R. Swain  
Troy Swinney  
Marcy Trujillo  
Eric West  
Danny Winchester  
Allan Wolf  
Jamie Zavodny

are hereby authorized to approve and sign contracts on behalf of the corporation beginning June 26, 2020."

I, Ruppert Rangel, Secretary of Parkhill, Smith & Cooper, Inc., do hereby certify that the above and foregoing is a true and correct copy of a resolution passed by the Board of Directors of said corporation on August 13, 2020, and that the same has not been altered or amended, and that the same is in full force and effect.



\_\_\_\_\_  
Ruppert Rangel



**File Attachments for Item:**

15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO RESOLUTION R-2021-18: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ESTABLISHING A TWO-YEAR PILOT PROGRAM ALLOWING BUILDING PERMIT FEES CHARGED PURSUANT TO SECTION 6-105 OF THE NORMAN CITY CODE TO BE ADJUSTED AND SATISFIED AS AN INCENTIVE FOR ELIGIBLE DWELLINGS ACHIEVING CERTAIN VISITABILITY STANDARDS SET FORTH IN ICC SECTION A117.1-2009.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/13/2023

**REQUESTER:** Jane Hudson, Director of Planning & Community Development

**PRESENTER:** Greg Clark, Development Services Manager

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO RESOLUTION R-2021-18: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ESTABLISHING A TWO-YEAR PILOT PROGRAM ALLOWING BUILDING PERMIT FEES CHARGED PURSUANT TO SECTION 6-105 OF THE NORMAN CITY CODE TO BE ADJUSTED AND SATISFIED AS AN INCENTIVE FOR ELIGIBLE DWELLINGS ACHIEVING CERTAIN VISITABILITY STANDARDS SET FORTH IN ICC SECTION A117.1-2009.

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### **BACKGROUND:**

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

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

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

**DISCUSSION:**

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

As of May 18, 2023, 55 homes have enrolled in the program; two have completed the program and received a credit, 12 have withdrawn or did not pass the program, and 41 are still currently enrolled in the program.

**RECOMMENDATION:**

Staff recommended at the May 25, 2023, CPTC meeting that the program be renewed for an additional two years. In part, the hope was to allow more data to be collected with 41 homes still enrolled. By extending the program this will also allow more time for promotion of the program in hopes that if more homes are successful other builders will consider the program in their builds.

**INCENTIVE:**

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

Homes can enroll in both the HERS/ERI and Visitable Programs. But they are only eligible for receiving one credit never both.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ESTABLISHING A TWO-YEAR PILOT PROGRAM ALLOWING BUILDING PERMIT FEES CHARGED PURSUANT TO SECTION 6-105 OF THE NORMAN CITY CODE TO BE ADJUSTED AND SATISFIED AS AN INCENTIVE FOR ELIGIBLE DWELLINGS ACHIEVING CERTAIN VISITABILITY STANDARDS SET FORTH IN ICC SECTION A117.1-2009.

- § 1. WHEREAS, the City of Norman recognizes the strong public interest in the construction of residential dwellings that incorporate architectural design features accommodating and enhancing access and usability for persons (both visitors and residents) who have significant mobility impairments, which in turn serves to promote community and inclusivity; and
- § 2. WHEREAS, construction and development to such standards also promotes the establishment of age-in-place development beneficial to the City of Norman's current and future senior populations; and
- § 3. WHEREAS the International Code Council ("ICC") is a U.S.-based membership association that is dedicated to the development of model codes and standards utilized for the "design, build and compliance process to construct safe sustainable, affordable and resilient structures in the build environment"; and
- § 4. WHEREAS, the ICC has developed model code criteria addressing Accessible and Usable Buildings and Facilities, as more specifically set forth in its Standard A117.1-2009 Section 1005 Type C (Visitable) Units ("Visitability Code"); and
- § 5. WHEREAS, it is recognized that incentivizing residential home owners and builders to construct one- and two-family dwelling units or group of townhouses with less than four dwelling units (as set forth in the 2018 International Residential Code, hereafter "Eligible Dwelling") incorporating visitable construction standards is desirable also to ensuring the quality and versatile design of homes built and sold within Norman municipal limits, and thus benefitting and diversifying the residential housing market, spurring additional visitable residential home construction, and improving residential home values in the City of Norman; and
- §6. WHEREAS, it is recognized that adjusting the building permit fee identified in Article 6-105 (a) (4) of the Norman City Code applicable to newly constructed one-and two-family dwelling units or group of townhouses with less than four dwelling units built within Norman municipal limits ("Visitability Permit Fee Adjustment") is an incentive to prompt builders and home owners to develop "visitable" dwelling units and ultimately assist in achieving Norman's objectives and desires as set forth herein; and



- §7. WHEREAS, the City of Norman City Council wishes to continue a pilot program, to begin August 1, 2023 and continue for two years, during which the City of Norman accept applications relating to the City of Norman's provision of a Visitability Permit Fee Adjustment Incentive Program, and as set forth particularly below; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AS FOLLOWS:

- § 8. That the procedure for obtaining a Visitability Permit Fee Adjustment incentive is hereby established as follows:

- 1) To participate in this program
  - An applicant must have a current City of Norman Utility account (i.e. no "past due" balance)
  - Applicant must be constructing an Eligible Dwelling;
  - Applicant must submit a Visitability Program Participation Application, on the form provided by the City of Norman, which includes detailed plans demonstrating intent to comply with the Visitability Code at the same time it submits a Construction Permit Application for the Eligible Dwelling;
  - A Visitability Final Inspection must be requested by the applicant/permit holder and approved by the Building Inspector verifying compliance with the Visitability Code prior to issuance of a Certificate of Occupancy (CO); and
  - The constructed Eligible Dwelling ultimately satisfies all requirements of the Visitability Code.
- 2) The Building Official or his/her designee shall keep all Visitability Program Participation Applications, or copies of the same on file.
- 3) A Visitability Permit Fee Adjustment applicant shall be responsible to remit payment for all fees set forth in Article 6-105 of the Norman City Code *except* the fee in Article 6-105 (a) (4), which charge shall be held until such time as it is satisfied either by monetary payment or performance under the Visitability Permit Fee Adjustment program set forth herein.
- 4) When the applicant has established compliance with all the criteria set forth in the Visitability Code the applicant will be deemed to have satisfied the building permit fee identified in Article 6-105 (a) (4) of the Norman City Code. In the event the applicant fails to satisfy the requirements of the Visitability Code the permit fee, and any other outstanding fee's must be paid in full before a Temporary Certificate of Occupancy or Certificate of Occupancy may be issued.

Application for a Visitability Permit Fee Adjustment shall not prevent submittal of a HERS Permit Fee Adjustment application in relation to the same dwelling, *except that* no applicant's incentive program performance may be deemed to have satisfied more than the total permit fee associated with Section Article 6-105 (a) (4), for each specific location/address.

- 5) Compliance with the Visitability Code must be submitted within eighteen (18) months of issuance of the applicable Construction Permit, and extensions to this submittal limitation may be granted by the discretion of the City for requests submitted to the Planning and Community Development Director.

- 6) The City of Norman may refuse applications and deny or charge back adjustments where the applicant has failed to follow the procedure set forth herein. All initial determinations regarding Visitability Permit Fee Adjustments may be appealed to the Planning and Community Development Director, who may, in his or her discretion, adjust the Visitability Permit Fee Adjustment determination in accordance with this resolution.
- 7) No Visitability Permit Fee Adjustment incentive may be issued to any applicant that is delinquent with respect to its utilities account with the City of Norman or with respect to the payment of any permit fees otherwise owed by applicant to the City of Norman with respect to any other projects within Norman municipal limits, whether or not said project involves an application pursuant to this program.
- 8) All portions of the Norman City Code, and applicable adopted building codes, remain fully enforceable with respect to each applicant and shall be enforced by City of Norman staff pursuant to normal procedures, and irrespective of the existence of this program herein.

- § 9. That City of Norman Development Services Division staff is hereby directed to prepare and maintain forms and other administrative items and procedures consistent with and as necessary to accommodate the process set forth herein. The Building Official has discretionary authority as it relates to determining suitability of submitted plans, material conformance, and inspection-related inquiries, incentives of fees and similar.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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



A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ESTABLISHING A TWO-YEAR PILOT PROGRAM ALLOWING BUILDING PERMIT FEES CHARGED PURSUANT TO SECTION ~~5-105~~ 6-105 OF THE NORMAN CITY CODE TO BE ADJUSTED AND SATISFIED AS AN INCENTIVE FOR ELIGIBLE DWELLINGS ACHIEVING CERTAIN VISITABILITY STANDARDS SET FORTH IN ICC SECTION A117.1-2009.

- § 1. WHEREAS, the City of Norman recognizes the strong public interest in the construction of residential dwellings that incorporate architectural design features accommodating and enhancing access and usability for persons (both visitors and residents) who have significant mobility impairments, which in turn serves to promote community and inclusivity; and
- § 2. WHEREAS, construction and development to such standards also promotes the establishment of age-in-place development beneficial to the City of Norman's current and future senior populations; and
- § 3. WHEREAS the International Code Council ("ICC") is a U.S.-based membership association that is dedicated to the development of model codes and standards utilized for the "design, build and compliance process to construct safe sustainable, affordable and resilient structures in the build environment"; and
- § 4. WHEREAS, the ICC has developed model code criteria addressing Accessible and Usable Buildings and Facilities, as more specifically set forth in its Standard A117.1-2009 Section 1005 Type C (Visitable) Units ("Visitability Code"); and
- § 5. WHEREAS, it is recognized that incentivizing residential home owners and builders to construct one- and two-family dwelling units or group of townhouses with less than four dwelling units (as set forth in the ~~2015~~ 2018 International Residential Code, hereafter "Eligible Dwelling") incorporating visitable construction standards is desirable also to ensuring the quality and versatile design of homes built and sold within Norman municipal limits, and thus benefitting and diversifying the residential housing market, spurring additional visitable residential home construction, and improving residential home values in the City of Norman; and
- §6. WHEREAS, it is recognized that adjusting the building permit fee identified in ~~Section 5-105(1)(D)~~ Article 6-105 (a) (4) of the Norman City Code applicable to newly constructed one-and two-family dwelling units or group of townhouses with less than four dwelling units built within Norman municipal limits ("Visitability Permit Fee Adjustment") is an incentive to prompt builders and home owners to develop "visitable" dwelling units and ultimately assist in achieving Norman's objectives and desires as set forth herein; and



- §7. WHEREAS, the City of Norman City Council wishes to ~~establish~~ continue a pilot program, to begin ~~August 1, 2021~~ August 1, 2023 and continue for two years, during which the City of Norman accept applications relating to the City of Norman's provision of a Visitability Permit Fee Adjustment Incentive Program, and as set forth particularly below; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AS FOLLOWS:

- § 8. That the procedure for obtaining a Visitability Permit Fee Adjustment incentive is hereby established as follows:
- 1) To participate in this program
    - An applicant must have a current City of Norman Utility account (i.e. no "past due" balance)
    - Applicant must be constructing an Eligible Dwelling;
    - Applicant must submit a Visitability Program Participation Application, on the form provided by the City of Norman, which includes detailed plans demonstrating intent to comply with the Visitability Code at the same time it submits a Construction Permit Application for the Eligible Dwelling;
    - A Visitability Final Inspection must be requested by the applicant/permit holder and approved by the Building Inspector verifying compliance with the Visibility Code prior to issuance of a Certificate of Occupancy (CO); and
    - The constructed Eligible Dwelling ultimately satisfies all requirements of the Visitability Code.
  - 2) The Building Official or his/her designee shall keep all Visitability Program Participation Applications, or copies of the same on file.
  - 3) A Visitability Permit Fee Adjustment applicant shall be responsible to remit payment for all fees set forth in ~~Section 5-105~~ Article 6-105 of the Norman City Code *except* the fee in ~~5-105(1)(D)~~ Article 6-105 (a) (4), which charge shall be held until such time as it is satisfied either by monetary payment or performance under the Visitability Permit Fee Adjustment program set forth herein.
  - 4) When the applicant has established compliance with all the criteria set forth in the Visitability Code the applicant will be deemed to have satisfied the building permit fee identified in ~~Section 5-105(1)(D)~~ Article 6-105 (a) (4) of the Norman City Code. In the event the applicant fails to satisfy the requirements of the Visitability Code the permit fee, and any other outstanding fee's must be paid in full before a Temporary Certificate of Occupancy or Certificate of Occupancy may be issued.
 

Application for a Visitability Permit Fee Adjustment shall not prevent submittal of a HERS Permit Fee Adjustment application in relation to the same dwelling, *except that* no applicant's incentive program performance may be deemed to have satisfied more than the total permit fee associated with ~~Section 5-105(1)(D)~~ Article 6-105 (a) (4), for each specific location/address.
  - 5) Compliance with the Visitability Code must be submitted within eighteen (18) months of issuance of the applicable Construction Permit, and extensions to this submittal limitation may be granted by the discretion of the City for requests submitted to the Planning and Community Development Director.

- 6) The City of Norman may refuse applications and deny or charge back adjustments where the applicant has failed to follow the procedure set forth herein. All initial determinations regarding Visitability Permit Fee Adjustments may be appealed to the Planning and Community Development Director, who may, in his or her discretion, adjust the Visitability Permit Fee Adjustment determination in accordance with this resolution.
  - 7) No Visitability Permit Fee Adjustment incentive may be issued to any applicant that is delinquent with respect to its utilities account with the City of Norman or with respect to the payment of any permit fees otherwise owed by applicant to the City of Norman with respect to any other projects within Norman municipal limits, whether or not said project involves an application pursuant to this program.
  - 8) All portions of the Norman City Code, and applicable adopted building codes, remain fully enforceable with respect to each applicant and shall be enforced by City of Norman staff pursuant to normal procedures, and irrespective of the existence of this program herein.
- § 9. That City of Norman Development Services Division staff is hereby directed to prepare and maintain forms and other administrative items and procedures consistent with and as necessary to accommodate the process set forth herein. The Building Official has discretionary authority as it relates to determining suitability of submitted plans, material conformance, and inspection-related inquiries, incentives of fees and similar.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, ~~2024~~ 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

\_\_\_\_\_



## Visitability Program Participation Application

Participation Application – Must accompany each new One and Two-Family or Townhouse Application for Building Permit to enroll in the program

### PARTICIPANT INFORMATION

Program Duration 8/1/21 to 7/31/23

Project Address: \_\_\_\_\_ Permit #: \_\_\_\_\_

Participant/Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Norman Utilities Account Balance Past Due: Yes No City Staff Initials (for verification): \_\_\_\_\_

(If fees are due, they must be paid in advance of Certificate of Occupancy)

### Plans Submitted Demonstrating Compliance with ICC Standard

A117.1-2009 Section 1005 Type C VISIBLE Units: Yes No City Staff Initials (for verification): \_\_\_\_\_

By signing this certification, the Participant certifies under penalty of perjury that: a) the information provided in this form is true and correct to the best of the Participant's knowledge, b) the Participant has read and understood the stated Builder Incentive Program Rules and Requirements.

Signature (Required): \_\_\_\_\_ Date: \_\_\_\_\_

### DISCLAIMERS

**LIMITATION OF LIABILITY:** The Participant understands and agrees that the City of Norman is not a party to any contract pertaining to construction and sale of a home constructed pursuant to this Visitability Program ("Home"). The Participant agrees to indemnify, to defend, and to hold harmless City of Norman Utilities, its board members, officers, agents and employees against all claims, loss, damage, expense and liability asserted or incurred by other parties including, but not limited to the City of Norman employees arising out of or in any way connected with the Home or the Home's construction, operation or performance and caused by acts, omissions, intent or negligence, whether active or passive, of Participant, its agents, employees and suppliers, and excepting only such loss, damage or liability as may be caused by the intentional act or sole negligence of the City of Norman.

### OFFICE USE ONLY

**A Visitability Final Inspection is required to be approved before a Certificate of Occupancy is issued.**

Email: [Brenda.wolf@normanok.gov](mailto:Brenda.wolf@normanok.gov)

Mailing Address: City of Norman  
% Brenda Wolf  
Development Services Division  
201-A W. Gray St.  
Norman, OK 73069

Approved Visitability Final: \_\_\_\_\_

Permit Fee Due: \$ \_\_\_\_\_

Staff Review: \_\_\_\_\_



## City of Norman Visitability Program Q and A

### DEVELOPMENT SERVICES DIVISION

Building Permits and Inspections  
201-A W. Gray St. Norman OK 73069  
Permits: (405) 366-5339

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

**Question:** What is a Visitable Dwelling?

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

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

**Answer:** On 6/22/2021 City Council approved resolution R-2021-118 to create a Pilot Program that begins on 8/1/2021 and runs through 7/31/2023 to create an incentive based program encouraging builders to construct Visitable Dwellings.

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

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

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

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

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

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

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

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

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

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

---

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

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

---

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

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

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

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

---

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

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

---

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

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



## Where can I find the Visitability Code and ICC A117.1-2009?

[https://codes.iccsafe.org/content/icca117-12009/chapter-10-dwelling-units-and-sleeping-units#ICCA117.12009\\_Ch10\\_Sec1005](https://codes.iccsafe.org/content/icca117-12009/chapter-10-dwelling-units-and-sleeping-units#ICCA117.12009_Ch10_Sec1005)

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

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

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

### 1005 Type C (Visitable) Units

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

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

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

**1005.4 Interior Spaces.** The entrance level shall include a toilet room or bathroom complying with Section 1005.6 and one habitable space with an area 70 square feet (6.5 m<sup>2</sup>) minimum. Where a food preparation area is provided on the entrance level, it shall comply with Section 1005.7.

**Exception:** A toilet room or bathroom shall not be required on an entrance level with less than 120 square feet (11.1 m<sup>2</sup>) of habitable space.

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

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

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

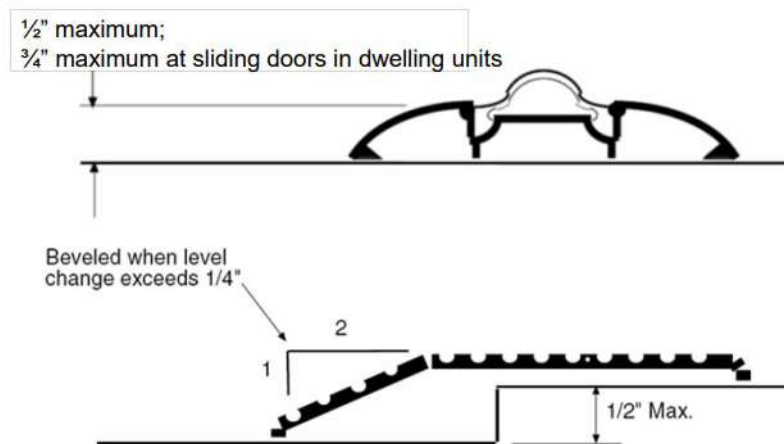
**1005.5.2.1 Clear Width.** The clear width of the circulation path shall comply with Section 403.5. *(Per 403.5 typically 36" wide minimum)*

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

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

**1005.5.3.2 Thresholds.** Thresholds shall comply with Section 303. *(Changes in level restricted to 1/4", with 1/2" elevation change allowed if the surface has a beveled surface at a 1:2 slope. See detail.)*

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

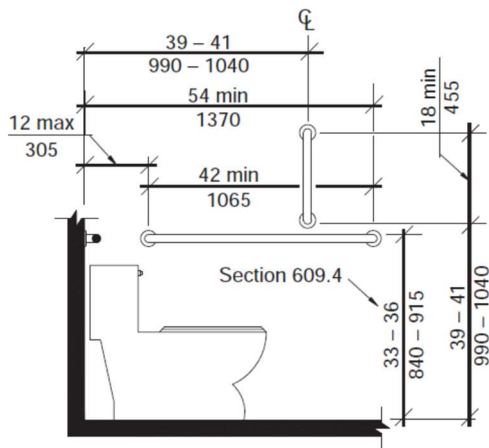


**1005.5.4 Ramps.** Ramps shall comply with Section 405. *(A ramp is a surface with a slope greater than 1:20 with a maximum slope of 1:12, it must be 36" wide minimum, must have a landing at the top and bottom and requires handrails on both sides of the ramp if there is 6" of vertical travel)*

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

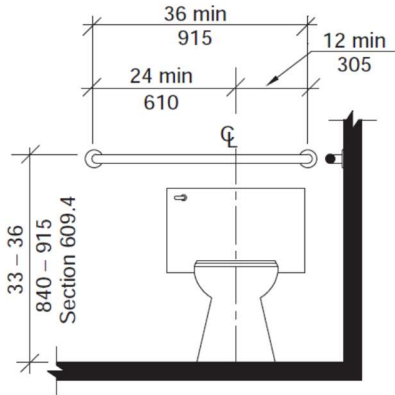
**1005.5.4.1 Clear Width.** The clear width of the circulation path shall comply with Section 403.5. *(Per 403.5 typically 36" wide minimum)*

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



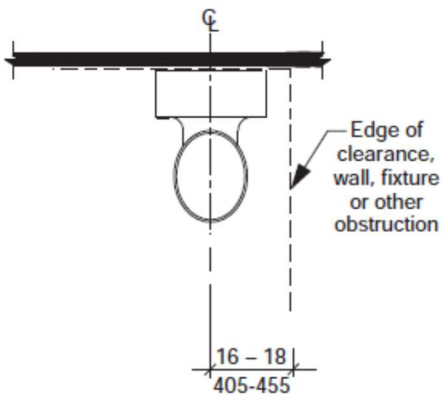
Note: For children's dimensions see Fig. 609.4.2

**FIG. 604.5.1**  
**SIDE WALL GRAB BAR FOR WATER CLOSET**

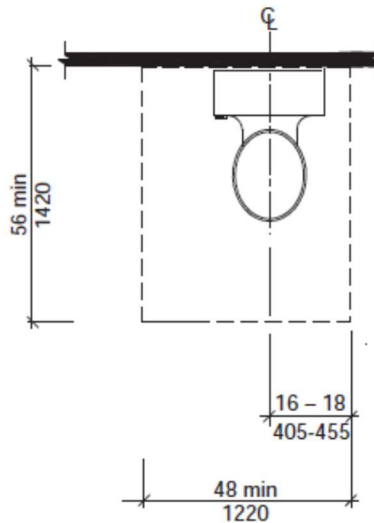


Note: For children's dimensions see Fig. 609.4.2

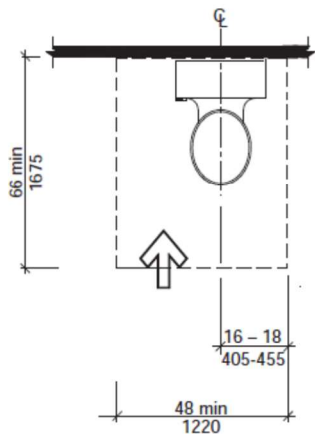
**FIG. 604.5.2**  
**REAR WALL GRAB BAR FOR WATER CLOSET**



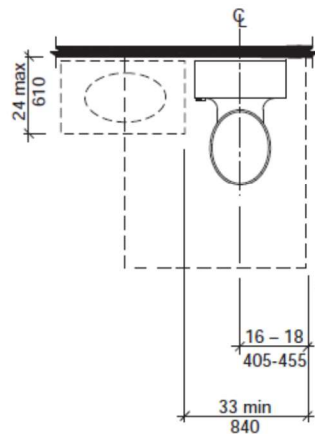
**(a) Water closet location**



**(b) Clearance width and depth**



**(c) Increased clearance depth - forward approach**



**(d) Clearance with lavatory overlap**

**FIG. 1004.11.3.1.2**  
**CLEARANCE AT WATER CLOSETS IN TYPE B UNITS**

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

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

**1005.8 Lighting Controls and Receptacle Outlets.**

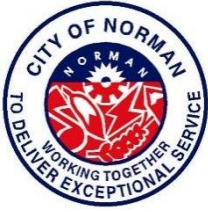
Receptacle outlets and operable parts of lighting controls shall be located 15 inches (380 mm) minimum and 48 inches (1220 mm) maximum above the floor.

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

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

**File Attachments for Item:**

16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-141: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA TRANSFERRING \$162,000 FROM THE ROBINSON STREET WEST OF I-35 PROJECT TO THE JENKINS AVENUE WIDENING PROJECT FOR THE RELOCATION OF CITY UTILITY FIBER ON JENKINS AVENUE.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/13/2023

**REQUESTER:** Robert Gruver, IT Manager - Network Infrastructure

**PRESENTER:** Tim Powers, Director of Information Technology

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-141: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA TRANSFERRING \$162,000 FROM THE ROBINSON STREET WEST OF I-35 PROJECT TO THE JENKINS AVENUE WIDENING PROJECT FOR THE RELOCATION OF CITY UTILITY FIBER ON JENKINS AVENUE.

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### **BACKGROUND:**

On April 2, 2019, the citizens of Norman voted in favor of a \$72 million transportation bond issue, which includes nineteen (19) projects. With the anticipated \$67 million in federal dollars being leveraged for these projects, approximately \$139 million is budgeted for the nineteen (19) projects. Please see the attached project list and map showing the approved projects.

On August 19, 2019, City staff advertised Request for Proposal RFP 1920-16 to solicit Consulting Engineering Services for the fourteen (14) bond projects still requiring design. The selection committee consisting of three (3) City staff and two (2) citizens shortlisted nine (9) consultant teams for interviews held on October 2, 2019. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- Cowan Group, Oklahoma City
- Freese and Nichols, Oklahoma City
- MacArthur Associated Consultants, Oklahoma City
- Olsson Associates, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance on their current projects and capabilities of their firm to complete a specific project.

On November 26, 2019, City Council awarded the Jenkins Avenue Widening Project to Freese and Nichols of Oklahoma City in the amount of \$827,005.



On September 8, 2020, the Norman City Council approved Programming Resolution R-2021-46 requesting federal funds for the Jenkins Avenue Widening Project. This Resolution states the City's commitment to adhere to the terms and conditions of a federally funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, up to a project maximum of \$7,500,000 in federal funds, and administration of the construction with the matching share from the City of Norman.

On June 14, 2022, City Council approved the on-call right-of-way acquisition services contract for the Jenkins Avenue Widening Project to Pinnacle Consulting Group, Inc. (Pinnacle) of Oklahoma City in the amount of \$74,500.

The City's current construction cost estimate for the project is \$9,755,000 plus 12% Construction Engineering (\$1,170,600) for a total of \$10,925,600. Based on this amount, City 2019 Bond Funds will pay \$3,425,600 or 31% and federal funds will pay \$7,500,000 or 69% of construction and construction management costs. Federal funds have been secured for FFY2024, which means ODOT could take bids for the project as early as November 2023. With land acquisitions taking longer than anticipated, which has resulted in utility relocation delays, City staff anticipates a spring 2024 bid opening with construction starting in the summer of 2024.

#### **DISCUSSION:**

The City of Norman currently has a 144 Strand Fiber Optic Communication line from South on Jenkins from Lindsey to Highway 9. This line provides service to Fire Station 3, Reaves Park, and the traffic lights down Jenkins south of Lindsey. It also is a backup link of our southern metro fiber optic loop from our streets facility to our wastewater facility. This line is in conflict with the Jenkins widening project and needs to be relocated. This is critical infrastructure and was a significant investment by the City of Norman and should be preserved in this project and relocated out of the construction zone. The recommendation will allow the approval of funding to perform the relocation of this line and maintain this critical infrastructure.

#### **RECOMMENDATION:**

Staff recommends the approval of transfer of \$162,000 in funds from Robinson Street West of I-35 Project, Land (Account 50595552-46001; Project TR0104) to the Jenkins Avenue Widening Project, Utilities (Account 50595552-46071) for City fiber utility relocation on the Jenkins Avenue Widening Project.

# Resolution

R-2223-141

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$162,000 FROM THE ROBINSON STREET WEST OF I-35 PROJECT TO THE JENKINS AVENUE WIDENING PROJECT FOR THE RELOCATION OF THE CITY OF NORMAN'S FIBER ON JENKINS AVENUE.

- § 1. WHEREAS, on April 2, 2019, the citizens of Norman voted in favor of a \$72 million transportation bond issue, which included nineteen (19) projects; and
- § 2. WHEREAS, on August 19, 2019, City staff advertised Request for Proposal RFP 1920-16 to solicit Consulting Engineering Services for the fourteen (14) bond projects still requiring design; and
- § 3. WHEREAS, with land acquisitions taking longer than anticipated, City staff anticipates a spring 2024 bid opening with construction starting in the summer of 2024; and
- § 4. WHEREAS, the City currently has a 144 Strand Fiber Optic Communication line RUNNING South on Jenkins from Lindsey to Highway 9 and is in conflict with the Jenkins Avenue Widening Project; and
- § 5. WHEREAS, the fiber was a significant investment for the City and should be preserved and relocated out of the construction zone.

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

- § 6. That the following transfer be made for reason stated above:

Account Name	Losing Account	Gaining Account	Amount
Jenkins Avenue Pay-Go Project	TR0104, Land 50595552-46001	TR0192, Utilities 50595552-46071	\$162,000

PASSED AND ADOPTED this 13th day of June, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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





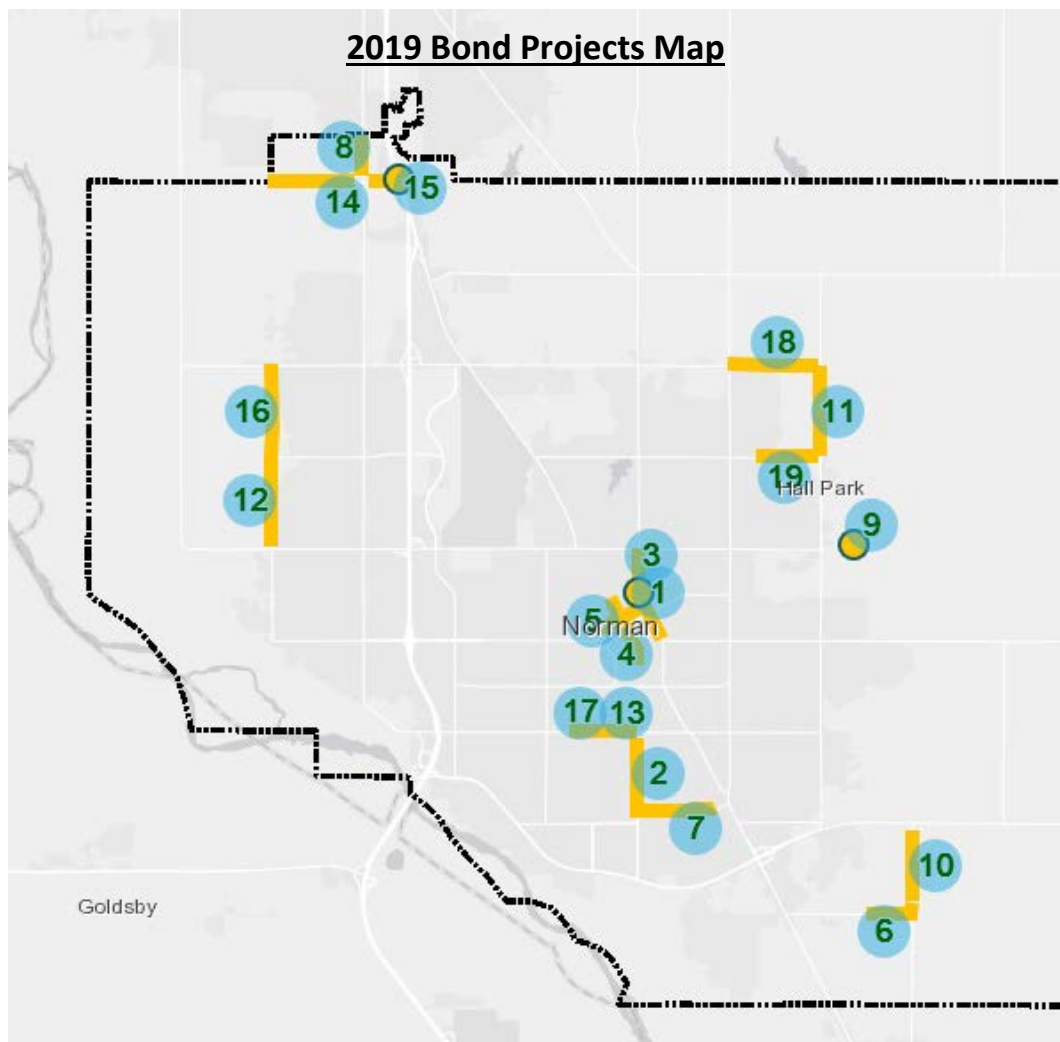


## Jenkins Avenue Widening Project Location Map



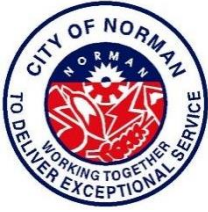


2019 Bond Projects List		
Construction Year	Project No. on Map	Project Location
2020	1	Porter Avenue and Acres Street
2021	2	Jenkins Avenue - Imhoff Road to Lindsey Street
2021	3	Porter Avenue Streetscape
2022	4	James Garner Avenue - Acres to Duffy
2022	5	Gray Street Two-Way Conversion
2023	6	Cedar Lane Road - East of 24th Avenue SE to 36th Avenue SE
2023	7	Constitution Street - Jenkins to Classen
2024	8	36th Avenue NW - North of Indian Hills Road to Moore City Limit
2024	9	Traffic Management Center
2025	10	36th Avenue SE - Cedar Lane Road to State Highway 9
2025	11	24th Avenue NE - Rock Creek Road to Tecumseh Road
2026	12	48th Avenue NW - Phase 1 - Robinson Street to Rock Creek Road
2027	13	Lindsey Street Special Corridor (Elm Avenue to Jenkins Avenue)
2028	14	Indian Hills Road - 48th Avenue NW to Interstate 35
2028	15	Indian Hills Road and I-35 Interchange Match Funds
2029	16	48th Avenue NW - Phase 2 - Rock Creek Road to Tecumseh Road
2029	17	Lindsey Street Special Corridor (Pickard Avenue to Elm Avenue)
2030	18	Tecumseh Road - 12th Ave NE to 24th Ave NE
2030	19	Rock Creek Road - Queenston to 24th Avenue NE



**File Attachments for Item:**

17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-142: A RESOLUTION OF THE TRUSTEES OF THE NORMAN MUNICIPAL AUTHORITY APPROPRIATING \$250,000 FROM SANITATION FUND BALANCE TO SANITATION TIPPING FEE ACCOUNT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/13/2023

**REQUESTER:** Bret Scovill, Solid Waste Manager

**PRESENTER:** Bret Scovill, Solid Waste Manager

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-142: A RESOLUTION OF THE TRUSTEES OF THE NORMAN MUNICIPAL AUTHORITY APPROPRIATING \$250,000 FROM SANITATION FUND BALANCE TO SANITATION TIPPING FEE ACCOUNT.

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### **BACKGROUND:**

The Solid Waste Division staff underestimated the fiscal year 2022-2023 (FYE23) transfer station expenditures, which were based on early 2022 forecasts. Along with this, transfer station tonnages are up again this year as compared to last year. Staff has forecasted June tonnages and anticipates the transfer station will total 118,615 tons FYE 23 up from 115,856 tons FYE 22.

### **DISCUSSION:**

With these circumstances, staff has depleted the Utility Services - Refuse Tipping account (33955163 44331). Staff estimates disposal costs to complete the Fiscal year to be an additional \$500,000. Staff will be able to utilize residual balances from other accounts to make up \$250,000 of the shortfall but request an additional \$250,000 from the Sanitation Fund Balance (account 33-29000) to solidify the accounts as we complete the fiscal year. Budgets for FYE24 were appropriately adjusted to prevent this recurrence for next fiscal year.

### **RECOMMENDATION:**

Staff recommends adopting Resolution R-2223-142 appropriating \$250,000 from Sanitation Fund Balance (33-29000) into Utility Services- Refuse Tipping (33955163 44331).



**Resolution**

R-2223-142

A RESOLUTION OF THE TRUSTEES OF THE  
NORMAN MUNICIPAL AUTHORITY  
APPROPRIATING \$250,000 FROM THE  
SANITATION FUND BALANCE TO THE  
SANITATION TIPPING FEE.

- § 1. WHEREAS, The Solid Waste Division underestimated the Transfer Station budget for FYE23 based on early FYE22 forecasts; and
- § 2. WHEREAS, staff has reported that the continued rise in tonnages and disposal costs has led to the need for additional funds in order to complete FYE23.

NOW, THEREFORE, BE IT RESOLVED BY THE NORMAN MUNICIPAL AUTHORITY:

- § 3. That the following appropriations be made for the reason stated above:

<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Sanitation Fund 33-29000	Utility Svs-Refuse Tipping 33955163 44331	\$250,000

PASSED AND ADOPTED this 13<sup>th</sup> day of June, 2023.

ATTEST:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary



**File Attachments for Item:**

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-144: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE ACQUISITION CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, FOR THE PURPOSE OF THE JENKINS AVENUE 2019 BOND PROJECT IN THE CITY OF NORMAN; AND DECLARING THE NECESSITY FOR ACQUIRING SAID PROPERTY FOR ROADWAY, UTILITY AND DRAINAGE PURPOSES, AND AUTHORIZING INITIATION OF EMINENT DOMAIN PROCEEDINGS FOR THAT PURPOSE.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 6/13/2023

**REQUESTER:** Tim Miles, Capital Projects Manager

**PRESENTER:** Beth Muckala, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-144: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE ACQUISITION CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, FOR THE PURPOSE OF THE JENKINS AVENUE 2019 BOND PROJECT IN THE CITY OF NORMAN; AND DECLARING THE NECESSITY FOR ACQUIRING SAID PROPERTY FOR ROADWAY, UTILITY AND DRAINAGE PURPOSES, AND AUTHORIZING INITIATION OF EMINENT DOMAIN PROCEEDINGS FOR THAT PURPOSE.

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### BACKGROUND:

On April 2, 2019, the citizens of Norman voted in favor of a \$72 million transportation bond issue, which includes nineteen (19) projects. With the anticipated \$67 million in federal dollars being leveraged for these projects, approximately \$139 million is budgeted for the nineteen (19) projects (please see the attached project list and map showing the approved projects).

On August 19, 2019, City staff advertised Request for Proposal RFP 1920-16 to solicit Consulting Engineering Services for the fourteen (14) bond projects still requiring design. The selection committee consisting of three (3) City staff and two (2) citizens selected nine (9) consultant teams for interviews held on October 2, 2019. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- Cowan Group, Oklahoma City
- Freese and Nichols, Oklahoma City
- MacArthur Associated Consultants, Oklahoma City
- Olsson Associates, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance on their current projects and capabilities of their firm to complete a specific project.

On November 26, 2019, City Council awarded the Jenkins Avenue Widening Project to Freese and Nichols of Oklahoma City in the amount of \$827,005.

On September 8, 2020, the Norman City Council approved Programming Resolution R-2021-46 requesting federal funds for the Jenkins Avenue Widening Project. This resolution states the City's commitment to adhere to the terms and conditions of a federally funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, up to a project maximum of \$7,500,000 in federal funds, and administration of the construction with the matching share from the City of Norman.

On January 24, 2023, City Council approved Contract K-2223-88, a Project Agreement with ODOT for the Jenkins Avenue Widening Project.

On May 23, 2023, City Council accepted Easements E-2223-33 through E-2223-36 for the Jenkins Avenue Widening Project.

On June 14, 2022, City Council approved the on-call right-of-way acquisition services contract for the Jenkins Avenue Widening Project to Pinnacle Consulting Group, Inc. (Pinnacle) of Oklahoma City in the amount of \$74,500. Appraisals were obtained from an Oklahoma Department of Transportation (ODOT) certified appraiser, and offers made on each parcel for the easements sought. In addition to paying land owners for the acquired property, they are paid for any damages including fence replacement, tree replacement, and other items located within the acquired easement that may be affected or need to be replaced or relocated. After the easements values are determined, the acquisition agent meets with the landowner to discuss the purchase of the easement(s).

If the landowner agrees to the terms, then the documents are signed and the landowner is compensated for the easement, including any damages, upon City Council approval. If an agreement cannot be reached on fair value, the land may be acquired through a process called eminent domain, which allows a government to acquire private property for public use with fair compensation. In this process, a third party establishes an independent fair market value of the property being acquired, which becomes the purchase price of the property regardless of whether it is more or less than the original appraised value.

The City is currently involved in ongoing discussions with the University of Oklahoma, a public entity, regarding the thirty (30) easements required to construct the project. Thus, the City otherwise only requires easements from the owners of five (5) remaining privately-owned parcels.

## **DISCUSSION:**

Notice of Intent letters were sent to these five (5) private owners in October of 2022 regarding the project, and formal offer letters for acquisition of the needed easements and right-of-way were sent in March of 2023. The offers were based on value obtained from the ODOT-certified appraisers. Review appraisals are also performed where required, ensuring that the provisions of the Fifth Amendment of the United States Constitution and the Constitution of the State of Oklahoma are met. The Fifth Amendment provides in part: "...nor shall private property be taken

for public use without just compensation.” Further, the Constitution of the State of Oklahoma provides: “Private property shall not be taken or damages for public use without just compensation. Just compensation means the value of the property taken ...”.

Finally, 11 O.S. § 22-104 provides that “every municipality shall have a right to: (3) exercise the right of eminent domain for any municipal purpose ...”

Section 22-105 of Title 11 provides:

Private property may be taken for public use, or for the purpose of giving a right-of-way or other privilege for any necessary purpose, in the manner provided by law; but in every case the municipality shall make adequate compensation to the person or persons whose property shall be taken or injured thereby as provided by law.

The appraisal process ensures the offer to the property owner is adequate. The Courts have viewed “just compensation” as “[t]he fair market value, which means the money which purchaser willing but not obligated to buy property would pay to the owner willing but not obligated to sell it.” *Grand River Dam Auth. v. Bonford*, 111 P.2d 182 (Okla. 1941).

The City of Norman, directly and/or through its right-of-way agents, has been working with the property owners’ agents to address any concerns they might have regarding the acquisitions. However, the City and its agents have not yet been able to complete acquisitions with respect to five parcels: Parcels 11 and 14 through 17.

Regarding Parcel 11, the City requires 589 square feet of new permanent right-of-way, 9 square feet of new utility easement, a temporary construction easement, and two temporary driveway easements (to replace existing driveway approaches affected by the project). The City’s offer was rejected and though numerous discussions have taken place, the owner and the City have not been able to come to a conclusion over value and appear to be at an impasse.

Regarding Parcels 14 and 15, the City’s offers were rejected. For parcel 14, offers were made for 140 square feet of permanent easement, 9 feet of utility easement, a temporary construction easement and two temporary driveway easements. For Parcel 15, no permanent easements are sought, only a temporary construction easement and temporary driveway easement. Discussions have continued and though a resolution has not yet been reached, the City is continuing conversations in the hopes that an amicable resolution may be reached without the need to proceed very far into the formal eminent domain process. Upon conclusion of negotiations for Parcels 14 and 15, the City anticipates being able to conclude its negotiations with the owner of Parcels 16 and 17. For Parcels 16 and 17, a 9 feet of utility easement, a temporary construction easement, and a temporary driveway easement are sought from each parcel.

Staff believes that pursuing eminent domain may serve to avoid significant cost increases and avoid devaluing funds already invested in this project. Although Staff desires to settle the acquisition process with the property owners, it is necessary to take the next step to file for eminent domain to have this project ready for the next available Federal funding opportunity. Filing an eminent domain action does not mean that efforts toward settlement will cease. It will ensure, rather, that the property is acquired in a timely fashion. A companion to this item is R-

2223-143, which declares a recoupment for this project, including these parcels and one other privately-owned parcel that are unplatted to date.

**RECOMMENDATION:**

Based upon the above and foregoing, it is the recommendation of Staff that proposed Resolution R-2223-144, concerning the necessity of acquiring the previously described tract(s) of property located on Jenkins Avenue, and authorizing the filing of eminent proceedings for the acquisition thereof, be approved.



R-2223-144

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE ACQUISITION CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, FOR THE PURPOSE OF THE JENKINS AVE 2019 BOND PROJECT IN THE CITY OF NORMAN; AND DECLARING THE NECESSITY FOR ACQUIRING SAID PROPERTY FOR ROADWAY, UTILITY AND DRAINAGE PURPOSES, AND AUTHORIZING INITIATION OF EMINENT DOMAIN PROCEEDINGS FOR THAT PURPOSE.

- § 1. WHEREAS, on November 22, 2011, the Norman City Council approved Resolution No. R-2021-46, requesting federal funds for the widening and reconstruction of Jenkins Avenue from Imhoff to Lindsay; and
- § 2. WHEREAS, a declaration of a recoupment project is being considered by Council for the City of Norman for this roadway improvement project on this same day, June 13, 2023, by Resolution No. R-2223-143; and
- § 3. WHEREAS, the City of Norman has found it necessary to appropriate the hereinafter tracts of land for the above-designated public purpose; and
- § 4. WHEREAS, the City of Norman made a diligent effort, in good faith, to acquire, by purchase, from the owners thereof, the tracts of land hereinafter described and the said owners have refused, and still refuse, to grant and convey to the City of Norman the lands necessary for purpose as aforesaid; and
- § 5. WHEREAS, although negotiations as to value of the parcel(s) to be taken continue, it is necessary to acquire said parcel(s) to construct the public roadway project stated;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA;

- § 6. That the acquisition and appropriation of the hereinafter described real estate is hereby declared necessary for the Jenkins Ave 2019 Bond Project. The easements to be acquired are more particularly described in the attached Exhibits "A" through "F"; and
- § 7. That the City of Norman has heretofore offered to the owners of said properties a fair, just and reasonable price for the purchase of said lands and that the said offers have been rejected and all negotiations and/or efforts to date to purchase the said real properties, by agreement, have failed, to date, to result in an acquisition; and

R-2223-144

§ 8. That the City Attorney is hereby authorized and directed to institute eminent domain proceedings as necessary for condemnation of the hereinabove described real properties for the public purposes as heretofore stated; and

PASSED AND ADOPTED this 13th day of June, 2023.

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Mayor

ATTEST:

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City Clerk

R-2223-144

**Exhibit A**  
**Parcel 11.0, 11.1**

**PERMANENT RIGHT-OF-WAY EASEMENT**

A right-of-way easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said NW/4;

Thence N 00°11'20" W along the West line of said NW/4 a distance of 162.95 feet;

Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line, the South property line and the Point of Beginning;

Thence N 00°11'20" W a distance of 117.00 feet to a point on the North property line;

Thence N 89°46'54" E along the said property line a distance of 7.00 feet;

Thence S 00°11'20" E a distance of 117.00 feet to a point on the South property line;

Thence S 89°46'54" W along the said property line a distance of 7.00 feet to the Point of Beginning;

Said Tract contains 589.00 Sq. Ft. more or less.

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

**PERMANENT UTILITY EASEMENT**

A utility easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said NW/4;

Thence N 00°11'20" W along the West line of said NW/4 a distance of 162.95 feet;

Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line;

Thence N 89°46'54" E a distance of 7.00 feet to a point on the South property line;

Thence N 00°11'20" W a distance of 57.00 feet to the Point of Beginning;

Thence N 00°11'20" W a distance of 3.00 feet;

Thence N 89°46'54" E a distance of 3.00 feet;

Thence S 00°11'20" E a distance of 3.00 feet;

Thence S 89°46'54" W a distance of 3.00 feet to the Point of Beginning;

Said Tract contains 9.00 Sq. Ft. more or less.

R-2223-144

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

### **TEMPORARY CONSTRUCTION EASEMENT**

A temporary construction easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said NW/4;

Thence N 00°11'20" W along the West line of said NW/4 a distance of 162.95 feet;

Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line;

Thence N 89°46'54" E a distance of 7.00 feet to a point on the South property line;

Thence N 00°11'20" W a distance of 32.00 feet to the Point of Beginning;

Thence N 00°11'20" W a distance of 52.00 feet;

Thence N 89°46'54" E a distance of 8.00 feet;

Thence S 00°11'20" E a distance of 52.00 feet;

Thence S 89°46'54" W a distance of 8.00 feet to the Point of Beginning;

Said Tract contains 416.00 Sq. Ft. more or less.

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

### **TEMPORARY DRIVEWAY EASEMENT**

A temporary driveway easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said NW/4;

Thence N 00°11'20" W along the West line of said NW/4 a distance of 279.95 feet;

Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line;

Thence N 89°46'54" E a distance of 7.00 feet to a point on the North property line and the Point of Beginning

R-2223-144

Thence N 89°46'54" E along said property line a distance of 6.00 feet;  
Thence S 00°11'20" E a distance of 10.00 feet;  
Thence N 89°46'54" E a distance of 17.00 feet;  
Thence S 00°11'20" E a distance of 23.00 feet;  
Thence S 89°46'54" W a distance of 23.00 feet;  
Thence N 00°11'20" W a distance of 33.00 feet to a point on the North property line and  
the Point of Beginning;

Said Tract contains 589.00 Sq. Ft. more or less.

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W,  
I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing  
easements/rights-of-way and property lines (as shown on sketch), so as not to create any  
encroachments.

R-2223-144

**Exhibit B  
Parcel 14.0**

**PERMANENT RIGHT-OF-WAY EASEMENT**

A right-of-way easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said NW/4;

Thence N 00°11'20" W along the West line of said NW/4 a distance of 507.73 feet;

Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line, the South property line and the Point of Beginning;

Thence N 00°11'20" W along the said right-of-way line a distance of 20.00 feet;

Thence N 89°46'54" E a distance of 7.00 feet;

Thence S 00°11'20" E a distance of 20.00 feet to a point on the South property line;

Thence S 89°46'54" W along the said property line a distance of 7.00 feet to the Point of Beginning;

Said Tract contains 140.00 Sq. Ft. more or less.

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

**PERMANENT UTILITY EASEMENT**

A utility easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said NW/4;

Thence N 00°11'20" W along the West line of said NW/4 a distance of 601.23 feet;

Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line and the Point of Beginning;

Thence N 00°11'20" W along said right-of-way line a distance of 3.00 feet;

Thence N 89°46'54" E a distance of 3.00 feet;

Thence S 00°11'20" E a distance of 3.00 feet;

Thence S 89°46'54" W a distance of 3.00 feet to a point on the statutory right-of-way line and the Point of Beginning;

Said Tract contains 9.00 Sq. Ft. more or less.



R-2223-144

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

### **TEMPORARY CONSTRUCTION EASEMENT**

A temporary construction easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said NW/4;

Thence N 00°11'20" W along the West line of said NW/4 a distance of 562.73 feet;

Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line and the Point of Beginning;

Thence N 00°11'20" W along the said right-of-way line a distance of 50.00 feet;

Thence N 89°46'54" E a distance of 24.00 feet;

Thence S 00°11'20" E a distance of 50.00 feet;

Thence S 89°46'54" W a distance of 24.00 feet to a point on the statutory right-of-way line and the Point of Beginning;

Said Tract contains 1200.00 Sq. Ft. more or less.

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

### **TEMPORARY DRIVEWAY EASEMENT**

A temporary driveway easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said NW/4;

Thence N 00°11'20" W along the West line of said NW/4 a distance of 527.73 feet;

Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line and the Point of Beginning;

Thence N 00°11'20" W along the said right-of-way line a distance of 35.00 feet;

Thence N 89°46'54" E a distance of 24.00 feet;

R-2223-144

Thence S 00°11'20" E a distance of 35.00 feet;  
 Thence S 89°46'54" W a distance of 11.00 feet;  
 Thence S 00°11'20" E a distance of 20.00 feet to a point on the South property line;  
 Thence S 89°46'54" W along the said property line a distance of 6.00 feet;  
 Thence N 00°11'20" W a distance of 20.00 feet;  
 Thence S 89°46'54" W a distance of 7.00 feet to a point on the statutory right-of-way line and the Point of Beginning;

Said Tract contains 960.00 Sq. Ft. more or less.

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

### **TEMPORARY DRIVEWAY EASEMENT**

A temporary driveway easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said NW/4;  
 Thence N 00°11'20" W along the West line of said NW/4 a distance of 612.73 feet;  
 Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line and the Point of Beginning;  
 Thence N 00°11'20" W along the said right-of-way line a distance of 50.00 feet;  
 Thence N 89°46'54" E a distance of 24.00 feet;  
 Thence S 00°11'20" E a distance of 50.00 feet;  
 Thence S 89°46'54" W a distance of 24.00 feet to a point on the statutory right-of-way line and the Point of Beginning;

Said Tract contains 1200.00 Sq. Ft. more or less.

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

R-2223-144

**Exhibit C  
Parcel 15.0**

**TEMPORARY CONSTRUCTION EASEMENT**

A temporary construction easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said NW/4;

Thence N 00°11'20" W along the West line of said NW/4 a distance of 662.73 feet;

Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line, the South property line and the Point of Beginning;

Thence N 00°11'20" W along the said right-of-way line a distance of 18.00 feet;

Thence N 89°46'54" E a distance of 13.00 feet;

Thence S 00°11'20" E a distance of 18.00 feet to a point on the South property line;

Thence S 89°46'54" W along the said property line a distance of 13.00 feet to a point on the statutory right-of-way line and the Point of Beginning;

Said Tract contains 234.00 Sq. Ft. more or less.

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

**TEMPORARY DRIVEWAY EASEMENT**

A temporary driveway easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said NW/4;

Thence N 00°11'20" W along the West line of said NW/4 a distance of 680.73 feet;

Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line and the Point of Beginning;

Thence N 00°11'20" W along the said right-of-way line a distance of 32.00 feet to a point on the North property line;

Thence N 89°46'54" E along the said property line a distance of 25.00 feet;

Thence S 00°11'20" E a distance of 32.00 feet;

Thence S 89°46'54" W a distance of 25.00 feet to a point on the statutory right-of-way line and the Point of Beginning;

R-2223-144

Said Tract contains 800.00 Sq. Ft. more or less.

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

R-2223-144

**Exhibit D**  
**Parcel 16.0**

**PERMANENT UTILITY EASEMENT**

A utility easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:  
Commencing at the Southwest corner of said NW/4;  
Thence N 00°11'20" W along the West line of said NW/4 a distance of 716.73 feet;  
Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line and the Point of Beginning;  
Thence N 00°11'20" W along the said right-of-way line a distance of 3.00 feet;  
Thence N 89°46'54" E a distance of 3.00 feet;  
Thence S 00°11'20" E a distance of 3.00 feet;  
Thence S 89°46'54" W a distance of 3.00 feet to a point on the statutory right-of-way line and the Point of Beginning;

Said Tract contains 9.00 Sq. Ft. more or less.

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

**TEMPORARY CONSTRUCTION EASEMENT**

A temporary construction easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said NW/4;  
Thence N 00°11'20" W along the West line of said NW/4 a distance of 712.73 feet;  
Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line, the South property line and the Point of Beginning;  
Thence N 00°11'20" W along the said right-of-way line a distance of 32.00 feet;  
Thence N 89°46'54" E a distance of 13.00 feet;  
Thence S 00°11'20" E a distance of 32.00 feet to a point on the South property line;  
Thence S 89°46'54" W along the said property line a distance of 13.00 feet to a point on the statutory right-of-way line and the Point of Beginning;

Said Tract contains 416.00 Sq. Ft. more or less.

R-2223-144

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

### **TEMPORARY DRIVEWAY EASEMENT**

A temporary driveway easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said NW/4;

Thence N 00°11'20" W along the West line of said NW/4 a distance of 744.73 feet;

Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line and the Point of Beginning;

Thence N 00°11'20" W along the said right-of-way line a distance of 18.00 feet to a point on the North property line;

Thence N 89°46'54" E along the said property line a distance of 13.00 feet;

Thence S 00°11'20" E a distance of 18.00 feet;

Thence S 89°46'54" W a distance of 13.00 feet to the Point of Beginning;

Said Tract contains 234.00 Sq. Ft. more or less.

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.



R-2223-144

**Exhibit E**  
**Parcel 17.0**

**PERMANENT UTILITY EASEMENT**

A utility easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:  
Commencing at the Southwest corner of said NW/4;  
Thence N 00°11'20" W along the West line of said NW/4 a distance of 779.23 feet;  
Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line and the Point of Beginning;  
Thence N 00°11'20" W along the said right-of-way line a distance of 3.00 feet;  
Thence N 89°46'54" E a distance of 3.00 feet;  
Thence S 00°11'20" E a distance of 3.00 feet to a point on the statutory right-of-way line;  
Thence S 89°46'54" W along the said right-of-way line a distance of 3.00 feet to the Point of Beginning;

Said Tract contains 9.00 Sq. Ft. more or less.

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

**TEMPORARY CONSTRUCTION EASEMENT**

A temporary construction easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:  
Commencing at the Southwest corner of said NW/4;  
Thence N 00°11'20" W along the West line of said NW/4 a distance of 782.73 feet;  
Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line and the Point of Beginning;  
Thence N 00°11'20" W along the said right-of-way line a distance of 30.00 feet to a point on the North property line;  
Thence N 89°46'54" E along the said property line a distance of 13.00 feet;  
Thence S 00°11'20" E a distance of 30.00 feet;  
Thence S 89°46'54" W a distance of 13.00 feet to a point on the statutory right-of-way line and the Point of Beginning;

Said Tract contains 390.00 Sq. Ft. more or less.

R-2223-144

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

### **TEMPORARY DRIVEWAY EASEMENT**

A temporary driveway easement, located in the Northwest Quarter (NW/4) of Section Five (5), Township Eight North (T-8-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said NW/4;

Thence N 00°11'20" W along the West line of said NW/4 a distance of 762.73 feet;

Thence N 89°48'40" E a distance of 33.00 feet to a point on the statutory right-of-way line, the South property line and the Point of Beginning;

Thence N 00°11'20" W along the said right-of-way line a distance of 20.00 feet;

Thence N 89°46'54" E a distance of 13.00 feet;

Thence S 00°11'20" E a distance of 18.00 feet to a point on the South property line;

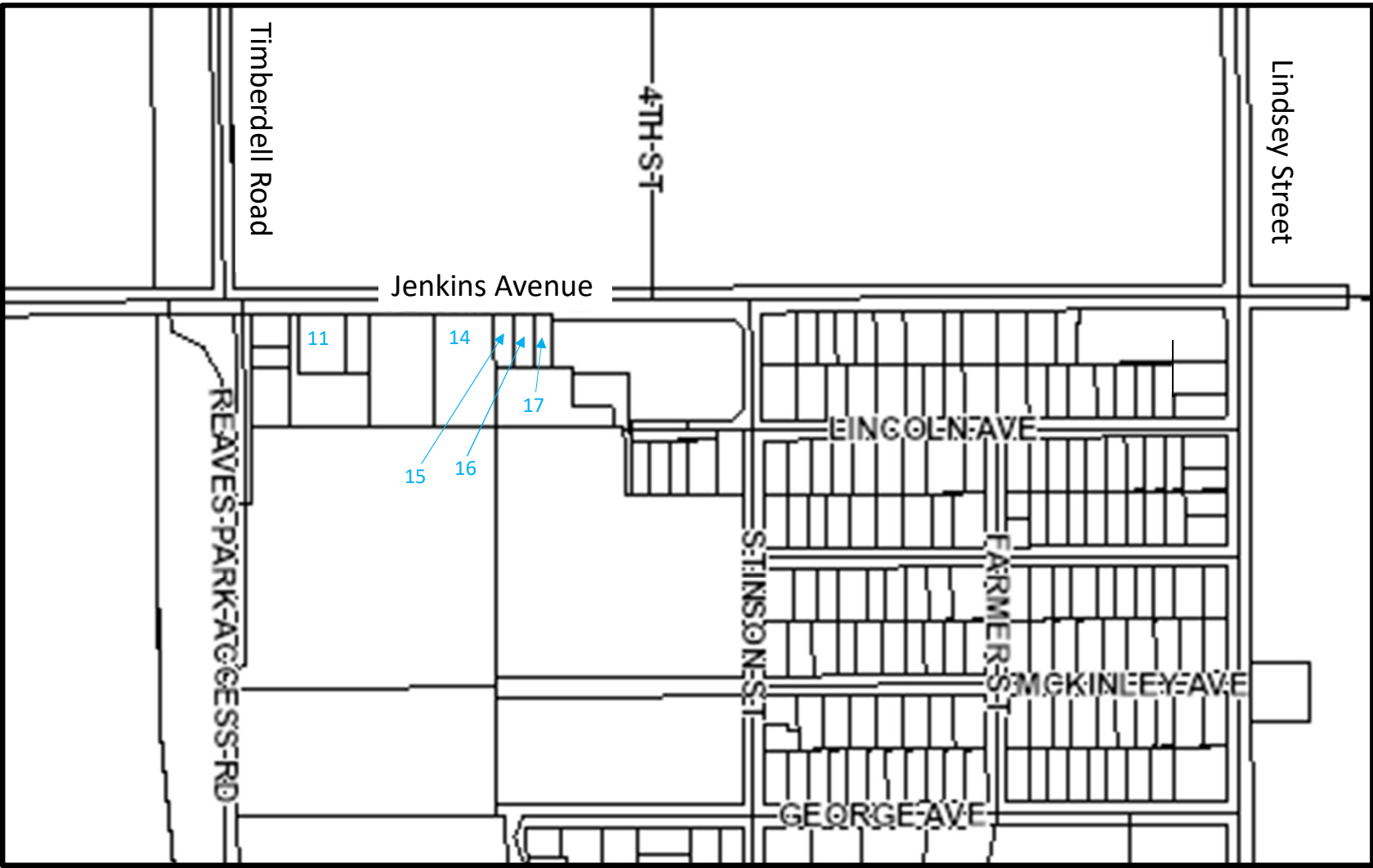
Thence S 89°46'54" W along the said property line a distance of 13.00 feet to the Point of Beginning;

Said Tract contains 260.00 Sq. Ft. more or less.

Note: Basis of Bearing = N 00°11'20" W = West line NW/4 Section 5, T-8-N, R-2-W, I.M. (State Plane – GPS observation).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

Jenkins Avenue Widening Project- Eminent Domain Parcels





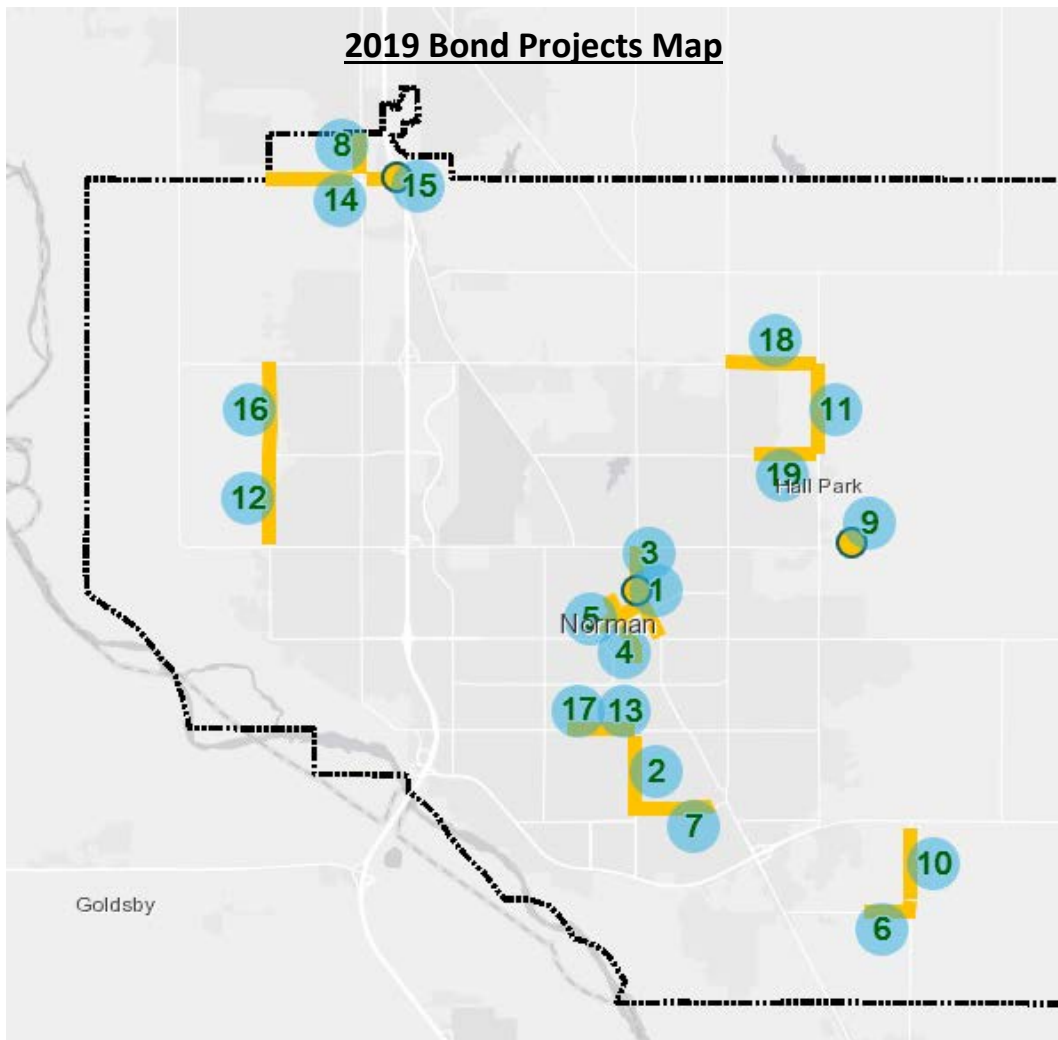


## Jenkins Avenue Widening Project Location Map





2019 Bond Projects List		
Construction Year	Project No. on Map	Project Location
2020	1	Porter Avenue and Acres Street
2021	2	Jenkins Avenue - Imhoff Road to Lindsey Street
2021	3	Porter Avenue Streetscape
2022	4	James Garner Avenue - Acres to Duffy
2022	5	Gray Street Two-Way Conversion
2023	6	Cedar Lane Road - East of 24th Avenue SE to 36th Avenue SE
2023	7	Constitution Street - Jenkins to Classen
2024	8	36th Avenue NW - North of Indian Hills Road to Moore City Limit
2024	9	Traffic Management Center
2025	10	36th Avenue SE - Cedar Lane Road to State Highway 9
2025	11	24th Avenue NE - Rock Creek Road to Tecumseh Road
2026	12	48th Avenue NW - Phase 1 - Robinson Street to Rock Creek Road
2027	13	Lindsey Street Special Corridor (Elm Avenue to Jenkins Avenue)
2028	14	Indian Hills Road - 48th Avenue NW to Interstate 35
2028	15	Indian Hills Road and I-35 Interchange Match Funds
2029	16	48th Avenue NW - Phase 2 - Rock Creek Road to Tecumseh Road
2029	17	Lindsey Street Special Corridor (Pickard Avenue to Elm Avenue)
2030	18	Tecumseh Road - 12th Ave NE to 24th Ave NE
2030	19	Rock Creek Road - Queenston to 24th Avenue NE



**File Attachments for Item:**

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-145: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY, REDUCING APPROPRIATIONS FROM THE NORMAN FORWARD FUND BALANCE BY \$4,228,415 AND RE-ALLOCATING SURPLUS FUNDS FROM COMPLETED PROJECTS.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 06/13/2023

**REQUESTER:** Jason Olsen, Director of Parks and Recreation

**PRESENTER:** Anthony Francisco, Finance Director

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-145: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY, REDUCING APPROPRIATIONS FROM THE NORMAN FORWARD FUND BALANCE BY \$4,228,415 AND RE-ALLOCATING SURPLUS FUNDS FROM COMPLETED PROJECTS.

### BACKGROUND:

The Finance Department presented at the Capital Improvement Program Budget meeting with City Council on May 2, 2023, that the Norman Forward Fund balance was over-programmed for the FYE 2023 due to large, multi-year projects such as Young Family Athletic Center and the Adult Wellness and Education Center projects.

In the Fiscal Year Ending 2018, the City set aside \$125,000 through the Room Tax Fund for cost-matching improvements if the Firehouse Art Center could raise equal or exceeding funds for capital improvements at their facility. The Capital Fundraising plans from the Firehouse Art Center never materialized due to the Covid-19 Pandemic, and the fundraising attempts were put on hold by staff at the Firehouse Art Center.

### DISCUSSION:

At the May 2, 2023, Capital Improvement Program Budget meeting with City Council, the Finance Department presented and discussed de-appropriation actions that would be needed in various Norman Forward Fund balance accounts for the Fund balance to remain positive at the end of the 2023 fiscal year. These funds would be effectively re-appropriated in July with the adoption of the fiscal year 2023-2024 budget including the projects.

In summary, due to a budgetary shortage in the Norman Forward Fund balance at the end of fiscal year 2022-2023, the actions recommend included the following:

Reduce 2022-2023 year-end fiscal appropriations in the Norman Forward Fund as follows:

- NFP106 Saxon Park - \$1,217,600
- NFP107 New Trail Development - \$970,541

- NFP104 New Neighborhood Parks - \$1,126,274
- NFB001 Griffin Park \$789,000

There is also the Room Tax Fund project Firehouse Arts Center that was initially set aside as matching capital improvement funding which never materialized that needs to be de-appropriated and permanently closed out:

- RT0027 Firehouse Arts Center - \$125,000

### **RECOMMENDATION ONE:**

It is recommended that fiscal year 2022-2023 Norman Forward Fund appropriations be REDUCED (Fund Balance account 51-29000 increased) by \$4,103,415 by reducing fiscal year 2022-2023 allocations as follows:

Saxon Park**	Project NFP106	\$ 1,217,600
New Trail Development**	Project NFP107	\$ 970,541
New Neighborhood Parks**	Project NFP104	\$ 1,126,274
Griffin Park**	Project NFB001	\$ 789,000

### **RECOMMENDATION TWO:**

It is recommended that Norman Room Tax appropriations be REDUCED (Fund Balance account 51-29000 increased) by \$125,000 by reducing fiscal year 2022-2023 allocations as follows:

Firehouse Art Center*	Project RT0027	\$ 125,000
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\* Projects recommended to be closed out.

\*\* Projects that are ongoing; funds recommended to be re-allocated in FYE 2024

# Resolution

R-2223-145

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY, AND THE NORMAN UTILITIES AUTHORITY REDUCING APPROPRIATIONS FROM THE NORMAN FORWARD FUND BALANCE BY \$4,228,415 AND TO MOVE SURPLUS FUNDS FROM COMPLETED PROJECTS.

- § 1. WHEREAS, the City Finance Department presented an update to City Council on May, 2, 2023, stating that there was a budgetary shortage in the NORMAN FORWARD Fund balance; and
- § 2. WHEREAS, this shortage was due to large projects such as the Young Family Athletic Center and the Adult Wellness and Education projects; and
- § 3. WHEREAS, due to the budgetary shortage, a recommendation was given regarding the uses of projected surplus General Fund balances, along with the reduced appropriation actions that would be needed in various City funds which are as follows:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY AND THE NORMAN UTILITIES AUTHORITY:

- § 4. That the following recommendations be made for the reasons as stated above:

It is recommended that Norman Forward Fund appropriations be reduced (account 51-29000 increased) by \$4,103,413 by reducing fiscal year 2022-2023 allocations as follows:

Saxon Park**	Project NFP106	\$1,217,600
New Trail Development**	Project NFB107	\$970,541
New Neighborhood Parks**	Project NFP104	\$2,003,573
Griffin Park**	Project NFB001	\$789,000

It is recommended that Norman Room Tax appropriations be reduced (account 51-29000 increased) by \$125,000 by reducing fiscal year 2022-2023 allocations as follows:

Firehouse Art Center*	Project RT0027	\$125,000
-----------------------	----------------	-----------

\* Projects recommended to the closed out

\*\* Projects that are ongoing; funds recommended to be re-allocated in FYE 2024

PASSED AND ADOPTED by the City Council, and the Norman Municipal Authority, and Norman Utilities Authority this 13th day of June, 2023.

ATTEST:

\_\_\_\_\_  
Mayor/Chairman

\_\_\_\_\_  
City Clerk/Secretary



**File Attachments for Item:**

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-148: A RESOLUTION OF THE CITY OF NORMAN APPROPRIATING \$243,000 FROM THE CAPITAL FUND BALANCE TO BE USED FOR FURNITURE AND EQUIPMENT PURCHASES FOR THE ADULT WELLNESS AND EDUCATION CENTER PROJECT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/13/2023

**REQUESTER:** Veronica Tracy, Recreation Manager

**PRESENTER:** Jason Olsen, Director of Parks and Recreation

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-148: A RESOLUTION OF THE CITY OF NORMAN APPROPRIATING \$243,000 FROM THE CAPITAL FUND BALANCE TO BE USED FOR FURNITURE AND EQUIPMENT PURCHASES FOR THE ADULT WELLNESS AND EDUCATION CENTER PROJECT.

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### **BACKGROUND:**

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a ½% sales tax increase over 15 years. The NORMAN FORWARD Initiative included authorization for a project to construct a new Senior Citizen's Recreation Center. After ongoing community input, the project's scope was expanded into a Senior Wellness Center, later named the Adult Wellness and Education Center (AWE).

The AWE will be located on City-owned land on the southeast corner of Norman Regional Health System's (NRHS) Porter Campus, off North Findlay Avenue. The new AWE will include an indoor heated saltwater pool with lap swimming, water walking, and hydrotherapy seating; an indoor walking track and training space; a fitness- classroom area; lounge and game rooms; both wet and dry craft areas; small prep and demonstration kitchen; and multipurpose rooms that can 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 and construction documents and is assisting with construction administration through the project's completion.

The AWE was authorized in the NORMAN FORWARD initiative in 2015 but was unfunded at that time. The AWE was later funded through two Council actions: re-allocation of Norman Forward funds through securing the Griffin Parkland with a long-term land lease instead of a land purchase at the Griffin Park Soccer Complex (\$7.4 million); an allocation of \$4.8 million from federal Coronavirus Aid, Relief & Economic Security (CARES) Act reimbursements (Resolution R-2021-63); and a land exchange with the Norman Regional Hospital System where

the City received \$426,000 in cash and what was then appraised for \$1.2 million in property (718 N. Porter) for a total of a \$14 million budget for construction and design.

The AWE project is scheduled to open in late Fall of this year. The construction budget was negatively impacted by post-COVID-19 supply chain and cost issues throughout the project, resulting in a funding shortfall necessary to complete the project. The Parks and Recreation Department requests an appropriation to complete the final furniture and equipment purchases.

**DISCUSSION:**

The total approved project budget for the AWE is \$14 million. The project team has been closely tracking expenses. It has identified a \$243,000 budget shortfall due to a shortage for Furniture, Fixtures, and Equipment (FF&E), Audio Visual Equipment (A/V), and installation and equipment for Access Control at the AWE.

To finalize the project and open the facility with appropriate FF&E, A/V, Access Control, and fully equipped, staff proposes allocating \$243,000 from the Capital Fund balance (account 50-29000) to the AWE Project Fund.

**RECOMMENDATION:**

Staff recommends adopting Resolution R-2223-148 to appropriate \$243,000 from the Capital Fund balance (account 50-29000) to the Norman Forward Adult Wellness and Education Project Fund (NFP111 - 51793365-46101).



R-2223-148

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN,  
OKLAHOMA, APPROPRIATING \$243,000 FROM THE CAPITAL  
FUND BALANCE TO BE USED FOR FURNITURE AND  
EQUIPMENT PURCHASES FOR THE ADULT WELLNESS AND  
EDUCATION CENTER PROJECT.

- § 1. WHEREAS, in October 2015, the Norman citizens passed the Norman Forward initiative, funding various quality-of-life projects through a one-half percent sales tax increase over 15 years; and
- § 2. WHEREAS, the Senior Wellness Center was later renamed the Adult Wellness and Education Center was part of the projects that were authorized in 2015, but was unfunded at that time; and
- § 3. WHEREAS, the Adult Wellness Center became funded later by two actions made by the City Council; and
- § 4. WHEREAS, this project is scheduled to open in late Fall of 2023, but the construction budget was negatively impacted by post-Covid-19 supply chain and cost issues; and
- § 5. WHEREAS, this \$243,000 budget shortfall has been identified for the need of furniture, fixtures, equipment, audio visual equipment and installation and equipment for Access Control.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA;

- § 6. That the following recommendations be made for the reasons as stated above:

Account Name	Losing Account	Gaining Account	Amount
Norman Forward Adult Wellness and Education Project	50-29000	NFP111-51793365-46101	\$243,000

PASSED AND ADOPTED on this 13th day of June, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

**File Attachments for Item:**

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-149: A RESOLUTION OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE NORMAN UTILITIES AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF ITS CLEAN WATER SRF PROMISSORY NOTE TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY LEASES ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 06/13/2023

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

**PRESENTER:** Chris Mattingly, Director of Utilities

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-149: A RESOLUTION OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE NORMAN UTILITIES AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF ITS CLEAN WATER SRF PROMISSORY NOTE TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY LEASES ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

### **BACKGROUND**

The Oklahoma Water Resources Board (OWRB), acting as the agent of the U.S. Environmental Protection Agency (EPA) and the Oklahoma legislature, has administered a Statewide Water Development Revolving Fund loan program (SRF) for many years. These programs provide financial assistance for municipalities to make infrastructural improvements to their water and wastewater reclamation (formerly sewer or wastewater) systems to comply with federal and state drinking water and pollution control standards. The Norman Utilities Authority (NUA) has participated on several occasions in the Oklahoma Water Resources Board's Statewide Revolving Fund loan program and has benefitted from the lower interest rates and favorable terms in the program.

In February, 2023, the EPA announced the availability of \$2 billion to be made available from the Bipartisan Infrastructure Law to study the treatment of Contaminants of Emerging Concern (CECs) in water and water reclamation systems. The funds are being made available through state SRF programs. The NUA is an ideal candidate for these grant funds because of the NUA's long-standing relationship with the OWRB's SRF Program.

### **DISCUSSION**

The EPA Emerging Contaminants Grants will be facilitated through "forgivable loans" through the SRF Program. Effectively, the NUA will enter into a Statewide Revolving Fund loan with the

OWRB in similar format to several outstanding NUA loans. In the case of this loan, however, the principal on the loan will be “forgiven”, or repaid with proceeds of the EPA CEC Grant. OWRB and NUA Staff will work together to prepare studies for the detection and treatment of CECs in Norman’s wastewater and water streams as a part of larger national studies.

The attached resolutions will facilitate the SRF Loan process. Resolution R-2223-149 is a Resolution of the City of Norman, authorizing the Norman Utilities Authority to enter into the SRF Loan (“Promissory Note”) with the Oklahoma Water Resources Board, and approving other related documents.

Resolution R-2223-150 is a Resolution of the Norman Utilities Authority, agreeing to file an application with the OWRB in the amount of \$830,000; approving the issuance of a Promissory Note and Funding Agreement; and approving covenants, professional service agreements and other related documents and provisions.

The NUA will apply for funding of the project through the SRF Program, upon the approval of the Trustees/Council.

### **RECOMMENDATION**

It is recommended that the Resolutions be adopted, authorizing the NUA to apply for the Emerging Contaminants Grant through the Oklahoma Water Resources Board Statewide Revolving Fund Loan Program.

**R-2223-149**  
***Resolution***

A RESOLUTION OF THE CITY OF NORMAN, OKLAHOMA (THE “CITY”) APPROVING ACTION TAKEN BY THE NORMAN UTILITIES AUTHORITY (THE “AUTHORITY”) AUTHORIZING ISSUANCE, SALE AND DELIVERY OF ITS CLEAN WATER SRF PROMISSORY NOTE TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY LEASES ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Norman Utilities Authority (the “Authority”) did, by its Resolution adopted June 13, 2023, authorize the issuance, sale and delivery of its Series 2023 Clean Water SRF Promissory Note to Oklahoma Water Resources Board; and

WHEREAS, the City Council of The City of Norman, Oklahoma (the “City”) hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Council of the City.

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

Section 1. Issuance of Note. That the issuance, sale and delivery of the Norman Utilities Authority, Cleveland County, Oklahoma, Series 2023 Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of \$830,000.00 (the “Note”), all as approved by said Authority on June 13, 2023, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the Note and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement. The Amended Lease Agreement and Operation and Maintenance Contract dated as of November 1, 1984, by and all between the City and the Authority (the “Lease Agreement”), whereby the City leased to the Authority its presently existing and hereafter acquired water and sanitary sewer systems and whereby the Authority agreed to operate and maintain the same, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2022 Note is paid.

Section 4. Necessary Action. That the Mayor or Mayor Pro Tem and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the Note and all other aspects of the transaction.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 13<sup>TH</sup> DAY OF JUNE, 2023.

THE CITY OF NORMAN, OKLAHOMA

By \_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)



CERTIFICATE  
OF  
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of The City of Norman, Oklahoma.

I further certify that the City Council of The City of Norman, Oklahoma, held a Regular Meeting at 6:30 o'clock p.m., on June 13, 2023, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Council Members present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 13<sup>TH</sup> DAY OF JUNE, 2023.

THE CITY OF NORMAN, OKLAHOMA

(SEAL)

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

**File Attachments for Item:**

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-150: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY (THE "BORROWER") AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM; APPROVING AND AUTHORIZING CLEAN WATER SRF FUNDING FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$830,000.00; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$830,000, AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A PROJECT COSTS DISBURSEMENT ACCOUNT AND APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY OF NORMAN, OKLAHOMA LEASED ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 06/13/2023

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

**PRESENTER:** Chris Mattingly, Director of Utilities

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-150: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY (THE "BORROWER") AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM; APPROVING AND AUTHORIZING CLEAN WATER SRF FUNDING FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$830,000.00; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$830,000, AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A PROJECT COSTS DISBURSEMENT ACCOUNT AND APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY OF NORMAN, OKLAHOMA LEASED ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

### **BACKGROUND**

The Oklahoma Water Resources Board (OWRB), acting as the agent of the U.S. Environmental Protection Agency (EPA) and the Oklahoma legislature, has administered a Statewide Water Development Revolving Fund loan program (SRF) for many years. These programs provide financial assistance for municipalities to make infrastructural improvements to their water and wastewater reclamation (formerly sewer or wastewater) systems to comply with federal and state drinking water and pollution control standards. The Norman Utilities Authority (NUA) has participated on several occasions in the Oklahoma Water Resources Board's Statewide Revolving Fund loan program and has benefitted from the lower interest rates and favorable terms in the program.

In February, 2023, the EPA announced the availability of \$2 billion to be made available from the Bipartisan Infrastructure Law to study the treatment of Contaminants of Emerging Concern (CECs) in water and wastewater reclamation systems. The funds are being made available through state SRF programs. The NUA is an ideal candidate for these grant funds because of the NUA's long-standing relationship with the OWRB's SRF Program.

## **DISCUSSION**

The EPA Emerging Contaminants Grants will be facilitated through "forgivable loans" through the SRF Program. Effectively, the NUA will enter into a Statewide Revolving Fund loan with the OWRB in similar format to several outstanding NUA loans. In the case of this loan, however, the principal on the loan will be "forgiven", or repaid with proceeds of the EPA CEC Grant. OWRB and NUA Staff will work together to prepare studies for the detection and treatment of CECs in Norman's wastewater and water streams as a part of larger national studies.

The attached resolutions will facilitate the SRF Loan process. Resolution R-2223-149 is a Resolution of the City of Norman, authorizing the Norman Utilities Authority to enter into the SRF Loan ("Promissory Note") with the Oklahoma Water Resources Board, and approving other related documents.

Resolution R-2223-150 is a Resolution of the Norman Utilities Authority, agreeing to file an application with the OWRB in the amount of \$830,000; approving the issuance of a Promissory Note and Funding Agreement; and approving covenants, professional service agreements and other related documents and provisions.

The NUA will apply for funding of the project through the SRF Program, upon the approval of the Trustees/Council.

## **RECOMMENDATION**

It is recommended that the Resolutions be adopted, authorizing the NUA to apply for the Emerging Contaminants Grant through the Oklahoma Water Resources Board Statewide Revolving Fund Loan Program.

**R-2223-150**  
***Resolution***

A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY (THE “BORROWER”) AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE “OWRB”) FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM; APPROVING AND AUTHORIZING CLEAN WATER SRF FUNDING FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$830,000.00; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$830,000.00, AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A PROJECT COSTS DISBURSEMENT ACCOUNT AND APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY OF NORMAN, OKLAHOMA LEASED ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Norman Utilities Authority, Cleveland County, Oklahoma (the “Borrower”), was organized under Title 60, Oklahoma Statutes 2021, Sections 176-180.4, as amended, for the purpose of furthering the public functions of The City of Norman, Oklahoma (the “City”); and

WHEREAS, the Borrower is authorized and has determined to finance the planning and design of certain improvements to the wastewater system operated by the Borrower (the “Project”) in order to better serve the customers of said Borrower and in payment of part of the cost thereof, to seek Clean Water SRF funding from the Oklahoma Water Resources Board (the “Board”) in the amount of \$830,000.00; and

WHEREAS, the Board has under consideration a funding application of the Borrower and the Borrower has determined to borrow money from the Board to accomplish the Project and to evidence such funding by the issuance of the Borrower’s Series 2023 Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the original principal amount of \$830,000.00 (the “Note”); and

WHEREAS, it is contemplated that the Borrower will receive \$830,000.00 in Principal Forgiveness with respect to the Note so long as the Borrower complies with requirements directed by the OWRB in accordance with the CWSRF Cap Grant, as defined in Funding Agreement for Clean Water State Revolving Fund between the Borrower and the Board (the “Funding Agreement”); and

WHEREAS, it is the desire of the Borrower to authorize the execution and delivery of any and all documents necessary or attendant to the issuance of the Note.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE NORMAN UTILITIES AUTHORITY, CLEVELAND COUNTY, OKLAHOMA:

Section 1. Application. The Borrower shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB State Revolving Fund Program; and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute said Application(s) for and on behalf of the Borrower. The Borrower is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s).

Section 2. Issuance of Note. The Borrower is hereby authorized to accept said funding and issue its Note payable to the Board. The officers of the Borrower are hereby authorized and directed to execute said Note and to do any and all lawful things to effect said funding and secure said funds from the Board, provided that the principal amount of the Note shall be not to exceed \$830,000.00, and the rate of interest on the Note shall be zero percent (0.0%) per annum inclusive of administrative fees.

Section 3. Execution of Funding Agreement for Clean Water State Revolving Fund. The Funding Agreement is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Funding Agreement.

Section 4. Covenants of Borrower. Until payment in full of the Note and performance of all obligations owing to the Board under the Funding Agreement and the instruments executed pursuant hereto, unless the Board shall otherwise consent in writing, the Borrower hereby represents its intent to abide by and carry out the covenants contained in the Funding Agreement, which covenants are incorporated herein in their entirety.

Section 5. Project Costs Disbursement Account; Fees and Expenses. The Borrower is authorized to establish an account or accounts as necessary to serve as the Project Costs Disbursement Account described in the Funding Agreement. Upon closing of the referenced Note, the officers of the Borrower are hereby authorized to disburse (from Note proceeds or other available funds of the Borrower) those fees and expenses as will be set forth on the Borrower's Closing Order to be executed in connection with the closing of the financing referenced herein.

Section 6. Lease Agreement. The Amended Lease Agreement and Operation Maintenance Contract dated as of November 1, 1984, by and between the City and the Borrower (the "Lease Agreement"), whereby the City leased to the Borrower its presently existing and hereafter acquired water and sanitary sewer systems and whereby the Borrower agreed to operate and maintain the same, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2023 Note is paid.

Section 7. Necessary Action. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby further authorized on behalf of the Borrower to enter into a legal services agreement with The Public Finance Law Group PLLC and Floyd & Driver, PLLC, as Co-Bond Counsel and Municipal Finance Services, Inc., as Financial Advisor; to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transactions contemplated hereby, and are further authorized to approve and make any changes to



the documents approved by this Resolution, for and on behalf of the Borrower, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

[Remainder of Page Left Blank Intentionally]

ADOPTED AND APPROVED THIS 13<sup>TH</sup> DAY OF JUNE, 2023.

NORMAN UTILITIES AUTHORITY

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

CERTIFICATE  
OF  
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly and acting Secretary of the Norman Utilities Authority.

I further certify that the Trustees of the Norman Utilities Authority held a Regular Meeting at 6:30 o'clock P.M., on June 13, 2023, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 13<sup>TH</sup> DAY OF JUNE, 2023.

NORMAN UTILITIES AUTHORITY

(SEAL)

\_\_\_\_\_  
Secretary of Authority

**File Attachments for Item:**

23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-143: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING A RECOUPMENT PROJECT FOR COSTS ASSOCIATED WITH JENKINS AVENUE WIDENING PROJECT, AN ARTERIAL ROAD, FROM IMHOFF TO LINDSEY STREET.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 6/13/2023

**REQUESTER:** Tim Miles, Capital Projects Manager

**PRESENTER:** Beth Muckala, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-143: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING A RECOUPMENT PROJECT FOR COSTS ASSOCIATED WITH JENKINS AVENUE WIDENING PROJECT, AN ARTERIAL ROAD, FROM IMHOFF TO LINDSEY STREET.

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### BACKGROUND:

On April 2, 2019, the citizens of Norman voted in favor of a \$72 million transportation bond issue, which includes nineteen (19) projects. With the anticipated \$67 million in federal dollars being leveraged for these projects, approximately \$139 million is budgeted for the nineteen (19) projects (please see the attached project list and map showing the approved projects).

On August 19, 2019, City staff advertised Request for Proposal RFP 1920-16 to solicit Consulting Engineering Services for the fourteen (14) bond projects still requiring design. The selection committee consisting of three (3) City staff and two (2) citizens selected nine (9) consultant teams for interviews, which were held on October 2, 2019. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- Cowan Group, Oklahoma City
- Freese and Nichols, Oklahoma City
- MacArthur Associated Consultants, Oklahoma City
- Olsson Associates, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance on their current projects and capabilities of their firm to complete a specific project.

On November 26, 2019, City Council awarded the Jenkins Avenue Widening Project to Freese and Nichols of Oklahoma City in the amount of \$827,005.

On September 8, 2020, the Norman City Council approved Programming Resolution R-2021-46 requesting federal funds for the Jenkins Avenue Widening Project. This resolution states the City's commitment to adhere to the terms and conditions of a federally funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, up to a project maximum of \$7,500,000 in federal funds, and administration of the construction with the matching share from the City of Norman.

On June 14, 2022, City Council approved the on-call right-of-way acquisition services contract for the Jenkins Avenue Widening Project to Pinnacle Consulting Group, Inc. (Pinnacle) of Oklahoma City in the amount of \$74,500.

On January 24, 2023, City Council approved Contract K-2223-87, a Project Agreement with ODOT for the Jenkins Avenue Widening Project.

On May 23, 2023, City Council accepted Easements E-2223-33 through E-2223-36 for the Jenkins Avenue Widening Project.

The City's current construction cost estimate for the project is \$9,755,000 plus 12% Construction Engineering (\$1,170,600) for a total of \$10,925,600. Based on this amount, City 2019 Bond Funds will pay \$3,425,600 or 31% and federal funds will pay \$7,500,000 or 69% of construction and construction management costs. Federal funds have been secured for federal fiscal year 2023-2024 (FFY2024), which means ODOT could take bids for the project as early as November 2023. Land acquisition has taken longer than anticipated, which has resulted in utility relocation delays. City staff anticipates a September 2024 bid opening with construction starting in early 2025.

## **DISCUSSION:**

There are six (6) unplatted parcels along the Jenkins Avenue 2019 Bond Widening Project subject to recoupment at this time. It appears all six (6) parcels will require either right-of-way and/or easements for the project. Currently these unplatted parcels have been included in the recoupment ordinance because all right-of-way and easement needs have not been finalized. All other platted parcels along Jenkins Avenue have previously dedicated additional street right-of-way for the project and have paid deferral fees and traffic impact fees for this project. A recoupment map of the unplatted parcels and a table of the recoupment parcels are attached.

By adopting Resolution R-2223-143, the City will be able to recover the appropriate costs for the Jenkins Avenue Widening Project when each parcel is platted and developed in the future. The costs subject to recoupment include those construction costs (pro rata per parcel based on linear foot fronting the street) that were not paid for with bond or federal funding, as well as acquisition costs for right-of-way needed to complete the project. According to the City's Recoupment Ordinance, if a parcel does not develop within 20 years, the right to recoup no longer applies. If the parcel develops between years 15 and 20, then the Recoupment assessment will be reduced proportionately each year until ultimately reaching zero in the twentieth year.

These property owners have been notified at least ten (10) days before Council considers adopting the recoupment resolution for the Jenkins Avenue 2019 Bond Widening Project. If



approved, the attached Resolution will be filed with Cleveland County to provide notice to all future property owners and their agents. When the Jenkins Avenue 2019 Widening Project is completed, another Resolution will be prepared for Council's consideration, indicating the actual cost of the project and the associated recoupment fee for the six (6) parcels. Recoupment fees are collected by the City upon approval by Council of a final plat of the property that is developed after the initial recoupment resolution is adopted.

**RECOMMENDATION:**

As outlined above, the Recoupment Resolution is presented with this item, as outlined in Section 26-203 of Article 26-II, Chapter 26 of the Code of the City of Norman, to preserve the right of the City to collect normal arterial roadway development costs that would normally be paid by the property developer, if the unplatted property is developed over the next twenty years. Staff recommends that Council approve Resolution R-2223-143.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING A RECOUPMENT PROJECT FOR COSTS ASSOCIATED WITH IMPROVEMENTS TO JENKINS AVENUE WIDENING PROJECT, AN ARTERIAL ROAD, FROM IMHOFF ROAD TO LINDSEY STREET.**

- § 1. WHEREAS, the City Council of the City of Norman, Oklahoma, has identified a need for improvements to be made to Jenkins Avenue from Imhoff Road to Lindsey Street and to provide for the equitable distribution of the costs of said improvements which are more particularly hereinafter described; and
- § 2. WHEREAS, Section 26-203 of Article 26-II, Chapter 26, of the Code of the City of Norman, provide for public improvements to streets, curbs, driveways and intersections, and
- § 3. WHEREAS, such improvements should be made and recoupment of all associated costs from the benefited abutting property be provided at the time the abutting property is developed.

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

- § 4. That a recoupment project is hereby declared and established for the purposes and at the locations specified on Jenkins Avenue from Imhoff Road to Lindsey Street, as more particularly described and defined in Exhibits "Recoupment Map" and "Parcel Table" attached hereto and made a part thereof.
- § 5. Further, that the City has delineated the boundaries and scope of the project as shown in Exhibit "Recoupment Map", the map, and Exhibit "Parcel Table", the list, prepared and made a part of this declaration, which together show all abutting properties subject to recoupment, be filed of record in the office of the City Clerk and in the office of County Clerk of Cleveland County giving notice of this recoupment project, all pursuant to Section 26-203 of Article 26-II, Chapter 26, of the Code of the City of Norman.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

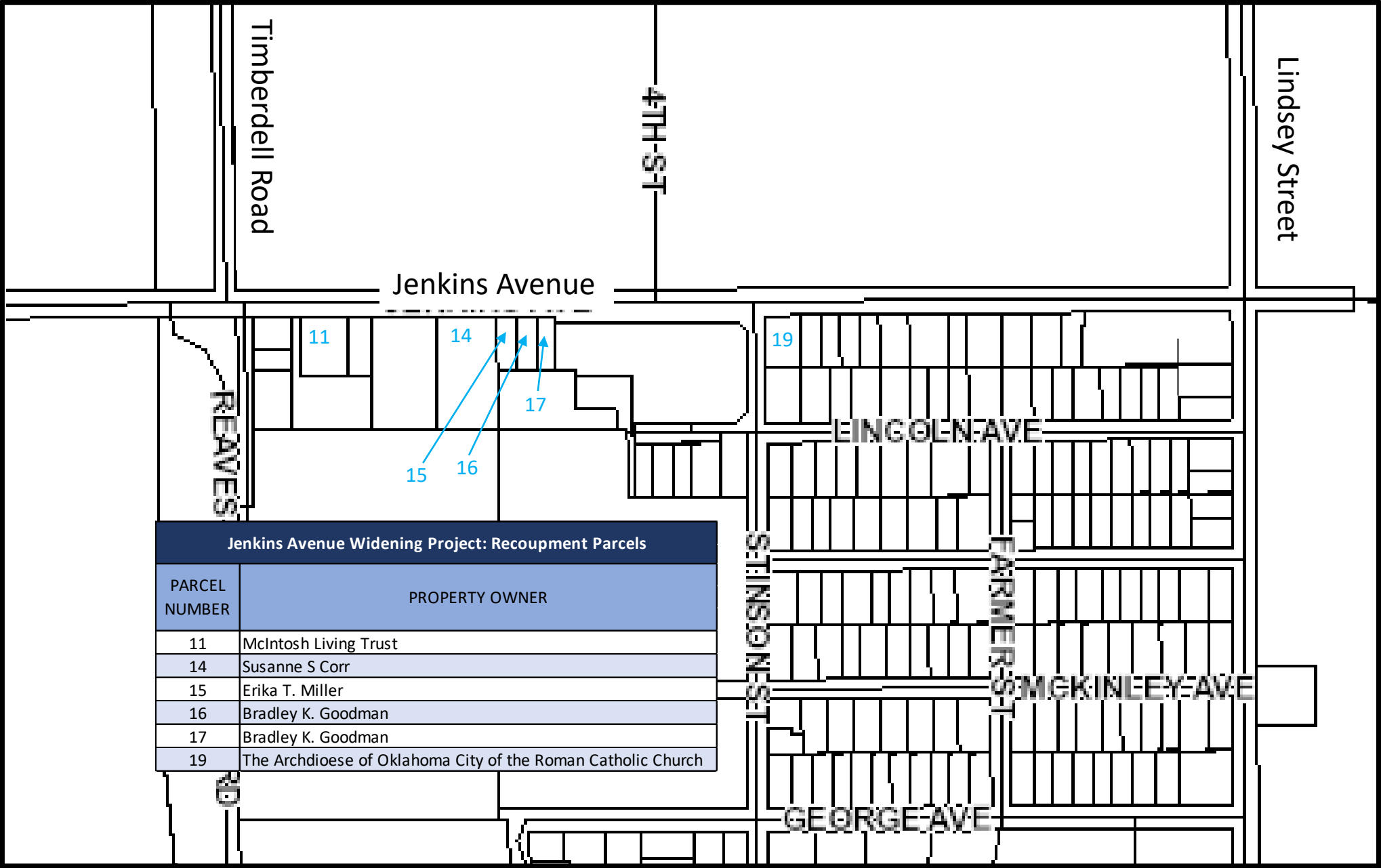
ATTEST:

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



JENKINS AVENUE WIDENING PROJECT- RECOUPMENT PARCEL TABLE			
PARCEL NUMBER	PROPERTY OWNER	PROPERTY ADDRESS	MAILING ADDRESS
11	McIntosh Living Trust	1727 Jenkins Avenue Norman, OK 73072	P.O. Box 6583 Norman, OK 73107
14	Susanne S Corr	1617 Jenkins Avenue Norman, OK 73072	1617 Jenkins Avenue Norman, OK 73072
15	Erika T. Miller	1611 Jenkins Avenue Norman, OK 73072	1611 Jenkins Avenue Norman, OK 73072
16	Bradley K. Goodman	1609 Jenkins Avenue Norman, OK 73072	300 1/2 E. Main Street Norman, OK 73069
17	Bradley K. Goodman	1607 Jenkins Avenue Norman, OK 73072	300 1/2 E. Main Street Norman, OK 73069
19	The Archdioese of Oklahoma City of the Roman Catholic Church	No address, HARDIE RUCKER LOTS 1-2-3 BLK 8	P.O. Box 32180 Oklahoma City, OK 73123

Jenkins Avenue Widening Project- Recoupment Map







## Jenkins Avenue Widening Project Location Map





2019 Bond Projects List		
Construction Year	Project No. on Map	Project Location
2020	1	Porter Avenue and Acres Street
2021	2	Jenkins Avenue - Imhoff Road to Lindsey Street
2021	3	Porter Avenue Streetscape
2022	4	James Garner Avenue - Acres to Duffy
2022	5	Gray Street Two-Way Conversion
2023	6	Cedar Lane Road - East of 24th Avenue SE to 36th Avenue SE
2023	7	Constitution Street - Jenkins to Classen
2024	8	36th Avenue NW - North of Indian Hills Road to Moore City Limit
2024	9	Traffic Management Center
2025	10	36th Avenue SE - Cedar Lane Road to State Highway 9
2025	11	24th Avenue NE - Rock Creek Road to Tecumseh Road
2026	12	48th Avenue NW - Phase 1 - Robinson Street to Rock Creek Road
2027	13	Lindsey Street Special Corridor (Elm Avenue to Jenkins Avenue)
2028	14	Indian Hills Road - 48th Avenue NW to Interstate 35
2028	15	Indian Hills Road and I-35 Interchange Match Funds
2029	16	48th Avenue NW - Phase 2 - Rock Creek Road to Tecumseh Road
2029	17	Lindsey Street Special Corridor (Pickard Avenue to Elm Avenue)
2030	18	Tecumseh Road - 12th Ave NE to 24th Ave NE
2030	19	Rock Creek Road - Queenston to 24th Avenue NE

