



# CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, April 11, 2023 at 6:30 PM

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## AGENDA – AMENDED

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

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

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

### CALL TO ORDER

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### AWARDS AND PRESENTATIONS

1. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2223-122: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AWARDING THE INAUGURAL JAMES O. HARP ENVIRONMENTAL RECOGNITION AWARD, IN CONJUNCTION WITH THE NORMAN ENVIRONMENTAL CONTROL ADVISORY BOARD.

## **PROCLAMATIONS**

2. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-18: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN PROCLAIMING THE WEEK OF APRIL 10 THROUGH 14, 2023, AS NATIONAL COMMUNITY DEVELOPMENT WEEK IN THE CITY OF NORMAN.
3. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-19: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN PROCLAIMING THE MONTH OF APRIL, 2023, AS FAIR HOUSING MONTH IN THE CITY OF NORMAN.

## **COUNCIL ANNOUNCEMENTS**

### **CONSENT DOCKET**

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 17 be placed on the consent docket.

#### **Reports/Communications**

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT.
5. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE NORMAN FORWARD FINANCIAL OVERSIGHT BOARD ANNUAL REPORT FROM JANUARY 1, 2022, THROUGH MARCH 31, 2023.

#### **Bids**

6. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2223-48: SUBMITTED BY BOB CUNNINGHAM, INC., FOR THE PURCHASE OF SCREENED TOPSOIL IN THE AMOUNT OF \$35.00 PER CUBIC YARD FOR THE LINE MAINTENANCE DIVISION

#### **Ratification of Declaration of an Emergency**

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RATIFICATION OF THE DECLARATION OF AN EMERGENCY DUE TO A TORNADO ON FEBRUARY 27, 2023, AND REPAIRS DONE TO THE NORMAN POLICE FIRING RANGE AT 4328 SOUTH JENKINS AVENUE, WHICH WAS DAMAGED BY THE TORNADO ON FEBRUARY 27, 2023, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

## **Contracts**

8. AMENDMENT TWO TO CONTRACT K-1819-99: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND THE MCKINNEY PARTNERSHIP ARCHITECTS INCREASING THE CONTRACT IN AN AMOUNT NOT-TO-EXCEED \$187,500 FOR A REVISED CONTRACT AMOUNT OF \$1,688,242 FOR THE SECOND PHASE OF DESIGN SERVICES RELATED TO THE NORMAN MUNICIPAL COMPLEX RENOVATION PROJECT FOR BUILDING C, HUMAN RESOURCES AND INFORMATION TECHNOLOGY.
9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-86: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MATTHEWS TRENCHING COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$22,811 FOR A REVISED CONTRACT AMOUNT OF \$822,441 AND ADDING 139 CALENDAR DAYS TO THE CONTRACT FOR THE 36TH AVENUE N.W. WATER LINE PROJECT, PHASE 2, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$78,386.75.
10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2122-97: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS L.L.C., FOR THE CHERRY CREEK PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$11,900.
11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2223-8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CIMARRON CONSTRUCTION COMPANY DECREASING THE CONTRACT BY \$114,271.75 FOR A REVISED CONTRACT AMOUNT OF \$394,332.25 FOR THE FYE 2023 BRIDGE MAINTENANCE PROGRAM, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$19,716.61.
12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2223-72 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND STRONGHOLD CONSTRUCTION, LLC, INCREASING THE CONTRACT AMOUNT BY \$52,980.13, FOR A REVISED CONTRACT AMOUNT OF \$928,314.13 FOR COSTS ASSOCIATED WITH ASBESTOS REMEDIATION; AND APPROPRIATION OF CAPITAL FUND BALANCE.
13. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-136: 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 J3-7939(004) AG, STATE JOB 37939(04), TO PROVIDE AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION ALONG LINDSEY STREET FROM 12TH AVENUE S.E. TO 24TH AVENUE S.E. AND RESOLUTION R-2223-118.

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-142: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND IMAGENET CONSULTING IN THE AMOUNT OF \$701,169.23 TO PROVIDE AN AUDIOVISUAL (A/V) SYSTEM FOR THE NORMAN FORWARD YOUNG FAMILY ATHLETIC CENTER PROJECT.

### **Resolutions**

15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-114: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$65,000 FROM THE WATER FUND BALANCE TO BE USED FOR WATER LINE REPAIRS AND RESTORATIONS.
16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-116: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FYE 2022 GRANTS FOR BUSES AND BUS FACILITIES PROGRAM (5339(B)) FOR SIX (6) NEW CUTAWAY TRANSIT BUSES FOR THE PARATRANSIT FLEET; EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR THE LOCAL MATCH (\$258,905) IF SUCH GRANT IS AWARDED AND PROJECT APPROVED.
17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-117: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION'S FYE 2023 LOW- OR NO-EMISSION VEHICLE PROGRAM GRANT PROGRAM (5339(C)) FOR SIX (6) NEW CUTAWAY TRANSIT BUSES FOR THE PARATRANSIT FLEET; EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR THE LOCAL MATCH (\$258,905) IF SUCH GRANT IS AWARDED AND PROJECT APPROVED.

### **NON-CONSENT ITEMS**

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-27 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN, 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.)



19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-36 UPON SECOND AND FINAL READING: 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.

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-37 UPON SECOND AND FINAL READING: 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 13<sup>TH</sup> 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.

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-121: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON JUNE 13, 2023.

## **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 ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2223-122: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AWARDED THE INAUGURAL JAMES O. HARP ENVIRONMENTAL RECOGNITION AWARD, IN CONJUNCTION WITH THE NORMAN ENVIRONMENTAL CONTROL ADVISORY BOARD.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 04/04/2023

**REQUESTER:** Michele Loudenback, Environmental and Sustainability Manager

**PRESENTER:** Michele Loudenback, Environmental and Sustainability Manager

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2223-122: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AWARDING THE INAUGURAL JAMES O. HARP ENVIRONMENTAL RECOGNITION AWARD, IN CONJUNCTION WITH THE NORMAN ENVIRONMENTAL CONTROL ADVISORY BOARD.

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### **BACKGROUND:**

The Norman Environmental Control Advisory Board (ECAB) created the James O. Harp Environmental Recognition Award at their November 17, 2021, Board meeting in order to recognize exceptional environmental volunteerism that occurs throughout the City of Norman by Norman residents. During their March 22, 2023, they unanimously chose Amanda Nairn as the recipient of the 2022 James O. Harp Environmental Recognition Award.

### **DISCUSSION:**

Amanda Nairn has been a great resource for her community since her tenure at the Assistant Director for the Little River Zoom (1997-2003). She actively volunteers (and has volunteered) for many Norman civic groups and committees. These activities include serving on ECAB for a decade (2011-2021), most of it as President (2012-2020); serving as Co-Chair of the Stormwater Citizens Committee (2017-2019); serving as Vice-President of the Lake Thunderbird Watershed Alliance (2020-present); and serving as President of Central Oklahoma Master Conservancy District (2020-present). Additionally, Ms. Nairn has provided workshops and seminars on environmental topics and is a champion for water quality. Ms. Nairn has gone above and beyond for her community and the environment.

### **RECOMMENDATION:**

Staff recommends adoption of Resolution R-2223-122 and awarding Ms. Nairn the 2022 James O. Harp Environmental Recognition Award.

# Resolution

R-2223-122

## A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AWARDING THE INAUGURAL JAMES O. HARP ENVIRONMENTAL RECOGNITION AWARD, IN CONJUNCTION WITH THE NORMAN ENVIRONMENTAL CONTROL ADVISORY BOARD.

- § 1. WHEREAS, the Norman Environmental Control Advisory Board (ECAB) acts in an advisory capacity with respect to, but not limited to, the following areas of environmental quality control: air pollution, water pollution, solid waste disposal, liquid waste disposal, noise; and
- § 2. WHEREAS, the City of Norman entrusts ECAB with the duties of educating and assisting the public on ways people can help implement environmental quality control plans and recommendations for the preservation of public health and the welfare of the City; and
- § 3. WHEREAS, volunteering one's time, talent and resources has been a significant part of our American heritage; and it is critical that we continue such a tradition of giving and sharing to preserve the quality of life for the residents of Norman; and
- § 4. WHEREAS, Kathryn Amanda Nairn has repeatedly shown her passion for helping her community by providing active participation and filling leadership roles for many groups and organizations whose purposes are to protect and improve our environment including, but not limited to, Central Oklahoma Master Conservancy District (COMCD), Lake Thunderbird Watershed Alliance (LTWA), Blue Thumb, and Cleveland County Conservation District, as well as by providing environmental education to residents at workshops and other events.
- § 5. WHEREAS, Kathryn Amanda Nairn has worked tirelessly to help City of Norman stay a wonderful place to live and work, as evidenced by her many acts of service on various City boards and committees such as Environmental Control Advisory Board (ECAB), Plan Norman Steering Committee, Strategic Water Supply Ad Hoc Committee, and the Stormwater Citizens Committee.

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

- § 6. That the City of Norman, Oklahoma, in conjunction with the Norman Environmental Control Advisory Board, does hereby award City of Norman James O. Harp Environmental Recognition Award to Kathryn Amanda Nairn.

PASSED AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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



**File Attachments for Item:**

2. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-18: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN PROCLAIMING THE WEEK OF APRIL 10 THROUGH 14, 2023, AS NATIONAL COMMUNITY DEVELOPMENT WEEK IN THE CITY OF NORMAN.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 04/12/2022

**REQUESTER:** Lisa Krieg, CDBG/Grants Manager

**PRESENTER:** Lisa Krieg, CDBG/ Grants Manager

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-18: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN PROCLAIMING THE WEEK OF APRIL 10 THROUGH 14, 2023, AS NATIONAL COMMUNITY DEVELOPMENT WEEK IN THE CITY OF NORMAN.

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## Proclamation

P-2223-18

A PROCLAMATION OF THE MAYOR OF THE CITY OF  
NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF  
APRIL 10 THROUGH 14, 2023, AS NATIONAL  
COMMUNITY DEVELOPMENT WEEK IN THE CITY OF  
NORMAN.

- § 1. WHEREAS, the week of April 10-14, 2023, has been designated as National Community Development Week to celebrate the Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs (HOME); and
- § 2. WHEREAS, the CDBG and HOME Programs provide annual funding and flexibility to local communities to provide decent, safe and affordable housing, a suitable living environment, and economic opportunities to low- and moderate-income people; and
- § 3. WHEREAS, over the past four years, our community has received a total of \$5,568,682, in CDBG and \$3,250,028 of HOME Investment Partnerships funds and has funded a variety of projects that have directly benefited our citizens and neighborhoods; and
- § 4. WHEREAS, the CDBG and HOME Programs are versatile funding sources that help us revitalize and improve our citizens' lives and locally every \$1 of these funding sources leverages \$4 in additional private investment; and
- § 5. WHEREAS, countless projects within Norman would not have been possible without these federal investments.

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

- § 6. That the City of Norman designates the week of April 10-14, 2023, as National Community Development Week in support of these valuable programs that have made tremendous contributions to the viability of the housing stock, infrastructure, public services, and the economic well-being of our community.

PASSED AND APPROVED this 11th day of April, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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



**File Attachments for Item:**

3. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-19: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN PROCLAIMING THE MONTH OF APRIL, 2023, AS FAIR HOUSING MONTH IN THE CITY OF NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 04/11/2023

**REQUESTER:** Lisa Krieg, CDBG/Grants Manager

**PRESENTER:** Lisa Krieg, CDBG/ Grants Manager

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-19: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN PROCLAIMING THE MONTH OF APRIL, 2023, AS FAIR HOUSING MONTH IN THE CITY OF NORMAN.

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## Proclamation

P-2223-19

A PROCLAMATION OF THE MAYOR OF THE CITY OF  
NORMAN, OKLAHOMA, PROCLAIMING THE MONTH  
OF APRIL, 2023, AS FAIR HOUSING MONTH IN THE  
CITY OF NORMAN.

- § 1. WHEREAS, fair housing is the law of the State of Oklahoma and is consistent with the principle of equality and justice for all; and
- § 2. WHEREAS, the freedom to choose a dwelling has been one held precious in America through the centuries; and
- § 3. WHEREAS, equal housing opportunity is a right guaranteed to all Americans under Title VIII of the 1968 Civil Rights Act; and
- § 4. WHEREAS, April 2023 marks the 55th anniversary of the Federal Fair Housing Law, also known as Title VIII of the Civil Rights Act of 1968.
- § 5. WHEREAS, the month of April symbolizes a significant milestone for all Americans to rededicate themselves to this country and the State of Oklahoma's underlying premise that all citizens be guaranteed freedom of choice, and the State publicly reaffirms its public policy to eliminate all vestiges of housing discrimination wherever they exist; and
- § 6. WHEREAS, Oklahoma's housing industry and governmental entities are united in the common goal of providing safe and sanitary housing for all, without regard to race, color, religion, sex, national origin, age or handicap, or familial status.

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

- § 7. Do hereby proclaim the month of April, 2023, as Fair Housing Month.

PASSED AND APPROVED this 11th day of April, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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



**File Attachments for Item:**

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 04/11/2023

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT.

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Date: March 22, 2023

To: Darrel Pyle, City Manager

From: Chris Mattingly, P.E., Director of Utilities *CM*

Subject: Contract K-2122-92 – Change Order No. 3  
Project SA-0021 Sanitation Office Building

On April 26, 2022, the Norman Municipal Authority (NMA) approved Contract K-2122-92 with Crossland Construction Company, Inc. (Crossland) for the construction of Project SA0021, Sanitation Office Building, in the amount of \$2,782,000. The project was designed by The McKinney Partnership (TMP) and covers the construction of a new, 6,300+ SF facility for the Sanitation Department complete with appurtenant parking. Change Order No. One (1) in the amount of \$13,912.38, which covered several minor changes to the Work, was executed in September 2022, and it increased the contract amount to \$2,795,912.38 or by 0.50%. Change Order No. Two (2) in the amount of \$6,585.00, which covered two additional minor changes in the work was executed in December 2022, and it increased the contract amount to \$2,802,497.38 or by an additional 0.24%.

Attached is proposed Change Order No. Three (3) in the amount of \$11,440.00, which will cover three (3) additional changes which have arisen on the project since Change Order No. Two (2) was executed with details as described below:


1. During construction, TMP realized that they had inadvertently left two vestibule areas out of the finish schedule for subway wall tile, and, as a result, these two vestibules had no finishes called out and would not match subway wall tile finishes in adjacent rooms as intended. This change order item, in the amount of \$3,034.00 with no extension of time, will reimburse Crossland for the additional labor and materials to furnish and install subway wall tile at two vestibule areas that will match wall tile installed elsewhere in the building as was intended in the design.
2. During construction, Crossland determined that the joint sealant specified for the control joints in the concrete parking lot was no longer available on the market. After review of available options, TMP identified a sealant that was both readily available in the quantities needed for this project and a higher quality sealant than the originally-specified material. This change order item, in the amount of \$5,878.00 with no extension of time, will reimburse Crossland for the incrementally higher unit cost for the revised sealant materials and for the incrementally higher installation time required to install the revised sealant.
3. The new facility includes three supervisor offices with interior windows that allow supervisors to see the driver's room of the facility where drivers and technicians will gather for meetings and to complete daily reports, etc. After the windows were installed, Sanitation Department staff realized that, because supervisors regularly meet with individual staff members to discuss subjects that may include confidential personnel and medical matters, they would require shades on the interior windows to allow for privacy during their meetings. This change order item, in the amount of \$2,528.00 with no extension of time, will reimburse Crossland for the additional labor

and material to furnish and install interior window shades on three supervisors offices.


The total extra cost for these three (3) change order items is \$11,440.00 (\$3,034.00 + \$5,878.00 + \$2,528.00 = \$11,440.00) with no extension of time. If approved, this would increase the total contract cost to \$2,813,937.38 (\$2,802,497.38 + \$11,440.00 = \$2,813,937.38), which is a 0.41% increase over the original contract value. The Contract Completion Date would not be impacted by this Change Order and would remain at April 30, 2023. If Change Order No. Three (3) is approved, the total value of all Change Orders on the project to date would be \$31,937.38, which is a 1.15% increase over the original contract value. The project is nearing substantial completion so additional change orders after this one on the project are increasingly unlikely. The Architect for the project, The McKinney Partnership (TMP), has approved this change order and recommends acceptance.

Funding for Change Order No. Three (3) would come from within the SA0021 – New Sanitation Facility (Org 33999975 – Object 46101) account, which has sufficient unencumbered balance.

Pursuant to Resolution No. R-1112-55, since Change Order No. Three (3) is less than \$40,000, the City Manager may approve this item and approval by the City Council is not required. Approval of Change Order No. Three (3) is recommended.

cc: Kenneth J. Giannone, P.E., Capital Projects Engineer   
Nathan Madenwald, P.E., Utilities Engineer  
Ellen Usry, City Clerk  
File

Approved by:

  
Darrel Pyle, City Manager

NORMAN UTILITIES AUTHORITY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

DATE: March 17, 2023

CHANGE ORDER NO.: Three (3)

CONTRACT NO.: K-2122-92

PROJECT: SA0021 - Sanitation Department Office Building

CONTRACTOR: Crossland Construction Company, Inc.  
408 NE 145th Place, Oklahoma City, OK 73013

	<u>Contract Time</u>		<u>Contract Amount</u>	
ORIGINAL:	365	calendar days	\$2,782,000.00	
PREVIOUS CHANGE ORDERS:	1	calendar days	\$20,497.38	0.74%
THIS CHANGE ORDER:	0	calendar days	\$11,440.00	0.41%
REVISED AMOUNT:	366	calendar days	\$2,813,937.38	
ORIGINAL START DATE:	April 29, 2022			
ORIGINAL COMPLETION DATE:	April 29, 2023			
PREVIOUS COMPLETION DATE:	April 30, 2023			
NEW COMPLETION DATE:	April 30, 2023			

DESCRIPTION:	Increase / Decrease	
	Cost (\$)	Time (Cal Days)
<b>CO 3.1 (PCO-16)</b> - Add Subway Tile to Vestibules that was inadvertently left off finishing schedule.	\$3,034.00	0
<b>CO 3.2 (PCO-19)</b> - Revise control joint sealant material for joints not added by Change Order No. 2	\$5,878.00	0
<b>CO 3.3 (PCO-21)</b> - Add window shades for interior windows at three (3) supervisor offices that overlook common driver area so supervisors can have confidential meetings.	\$2,528.00	0

Crossland Construction Company, Inc. agrees to complete the work as amended and modified by Change Order No. Three (3) as described above.

SUBMITTED BY  
CONTRACTOR:

  
Crossland Construction Company, Inc.

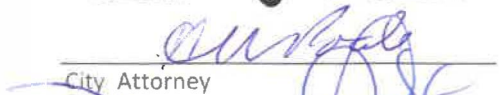
Date: 3.20.23

RECOMMENDED BY  
ARCHITECT:

  
Tim M. Bragg, The McKinney Partnership

Date: 3.21.23

APPROVED AS TO FORM  
AND LEGALITY:

  
City Attorney

Date: 3/28/23

ACCEPTED BY  
NORMAN MUNICIPAL AUTHORITY:

  
City Manager

Date: 3-30-23

Change Order No. Three (3)  
Contract K-2122-92

Page 2 of 2

### Attachment 1

**AMENDMENT PAY ITEM REVISIONS (i.e. Revisions to quantity of existng bid items):**

Line Item No.	Description	Units	Unit Price	Previous		This Change Order		% Change
				Quantity	Cost	Quantity	Cost	
	No revisions to bid item quantities in this change order.							
SUBTOTAL AMENDMENT 'PAY ITEMS =							\$0.00	0.00%

**CHANGE ORDER PAY ITEMS (i.e. Revisions to work not covered by existing bid item unit prices)**

CO 3.1	Tile for Vestibules	Lump Sum	0	\$3,034.00	\$0.00	1.00	\$3,034.00	0.11%
CO 3.2	Parking Lot Joint Sealant	Lump Sum	0	\$5,878.00	\$0.00	1.00	\$5,878.00	0.21%
CO 3.3	Window Shades for Three Offices	Lump Sum	0	\$2,528.00	\$0.00	1.00	\$2,528.00	0.09%
SUBTOTAL CHANGE ORDER PAY ITEMS =							\$11,440.00	0.41%
TOTAL FOR ENTIRE CHANGE ORDER = SUBTOTAL AMENDMENT ITEMS + SUBTOTAL CHANGE ORDER ITEMS =							\$11,440.00	0.41%

<b>Original Contract Amount</b>	<b>\$2,782,000.00</b>	
Change Order No. One (1) - Executed 10/4/2022	\$13,912.38	0.50%
Change Order No. Two (2) - Executed 12/7/2022	\$6,585.00	0.24%
Change Order No. Three (3)	<u>\$11,440.00</u>	0.41%
<b>Revised Contract Amount</b>	<b>\$2,813,937.38</b>	1.15%

**File Attachments for Item:**

5. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE NORMAN FORWARD FINANCIAL OVERSIGHT BOARD ANNUAL REPORT FROM JANUARY 1, 2022, THROUGH MARCH 31, 2023.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 04/11/2023

**REQUESTER:** Anthony Francisco

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

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE NORMAN FORWARD FINANCIAL OVERSIGHT BOARD ANNUAL REPORT FROM JANUARY 1, 2022, THROUGH MARCH 31, 2023.

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

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

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

**DISCUSSION:** The CFOB began meeting in January, 2016. The Board has met periodically since that time, and reviewed the Council actions related to the expenditure of the NFST funds. An Annual Report for the period of January 1, 2022 through March 31, 2023 was adopted for presentation to the Council at the Board's April 4, 2023 meeting. The attached Annual Report focusses on the Board's review of the progress made in implementing the NORMAN FORWARD program and the Board's recommendations to the Council based on that review. The most recently-updated financial reports presented to the CFOB are attached to the Report, along with the recommendations presented by the CFOB to the Council in the reporting period, and the most recently-reviewed Pro Forma analysis for the Norman Forward period. This Pro Forma analysis shows that the projects are being managed to be completed within projected revenues.

**RECOMMENDATION:** It is recommended that the Council accept the NORMAN FORWARD Citizen Financial Oversight Board's Annual Report for the period of January 1, 2022 – March 31, 2023.

**THE CITY OF NORMAN/NORMAN MUNICIPAL AUTHORITY  
NORMAN FORWARD CITIZEN FINANCIAL OVERSIGHT BOARD  
ANNUAL REPORT  
FOR THE PERIOD JANUARY 1, 2022 – MARCH 31, 2023**

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

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

Misty Grantham; December 22, 2023  
Saidy Orellana; December 22, 2023  
Andy Sherrer; December 22, 2023  
Erik Paulson; December 22, 2024  
Linda Price; December 22, 2024  
Andy Rieger; December 22, 2024  
Alva Brockus; December 22, 2025  
Bree Montoya; December 22, 2025  
Cindy Rogers; December 22, 2025

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

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

- New Central Branch Library - \$39,000,000 (Completed 11/2019; \$34,973,616)
- New East Branch Library - \$5,100,000 (Completed 7/2018; \$4,790,971)
- James Garner Avenue Extension - \$6,000,000 (Estimated Completion 12/2023)
- New Indoor Aquatic Facility - \$14,000,000 (Estimated Completion 12/2023)
- Westwood Pool Reconstruction - \$12,000,000 (Completed 5/2017; \$11,763,800)
- Westwood Tennis Center - \$1,000,000 (Completed 9/2018; \$1,801,277)
- Reaves Park Baseball Complex - \$10,000,000 (Estimated Completion 3/2023)
- Griffin Park Land Purchase - \$10,000,000 \*(Now \$2,400,000 for lease payments)
- Griffin Park Soccer Complex - \$11,000,000 (Estimated Completion 9/2023)
- New Football/Softball Complex - \$2,500,000 (Completed 10/2022; \$2,183,641)
- New Indoor Multi-Sport Facility - \$8,500,000 (Estimated Completion 12/2023; \$29,000,000 – All Sources)
- New Neighborhood Park Development - \$2,000,000
- Existing Neighborhood Park Improvements - \$6,500,000
- New Trail Development (Legacy Trail) - \$6,000,000 (Now \$4,500,000)
- Ruby Grant Park (Phase I) - \$6,000,000 (Completed 11/2020; \$6,146,426)
- Saxon Park Development (Phase II) - \$2,000,000
- Andrews Park Redevelopment - \$1,500,000 (Completed 11/2019; \$1,446,574)
- Canadian River Trails Park Development - \$2,000,000
- Road and Infrastructure Improvements - \$2,700,000
- Senior Citizen's Center – TBD \*(Now \$7,600,000 Reprogrammed)
- Public Art Installations – TBD (Now \$1,200,000)

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

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

The Citizen Financial Oversight Board (CFOB) began meeting in January, 2016 and has been reviewing documents, reports and Council actions since then. During this reporting period, meetings of the full CFOB were held on February 1, 2022; February 28, 2022; May 24, 2022; July 12, 2022; October 25, 2022; December 6, 2022; January 31, 2023; and March 21, 2023. Significant items discussed and reviewed over the current reporting period include the following:

- Construction Progress Tours at Young Family Athletic Center (YFAC), Reaves Park Baseball/Softball Complex and Senior Wellness Center
- Review of Operating Agreements for the Senior Center and YFAC
- Construction documents and Financing Arrangements for James Garner Avenue Extension

## **NORMAN FORWARD Implementation Plan**

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

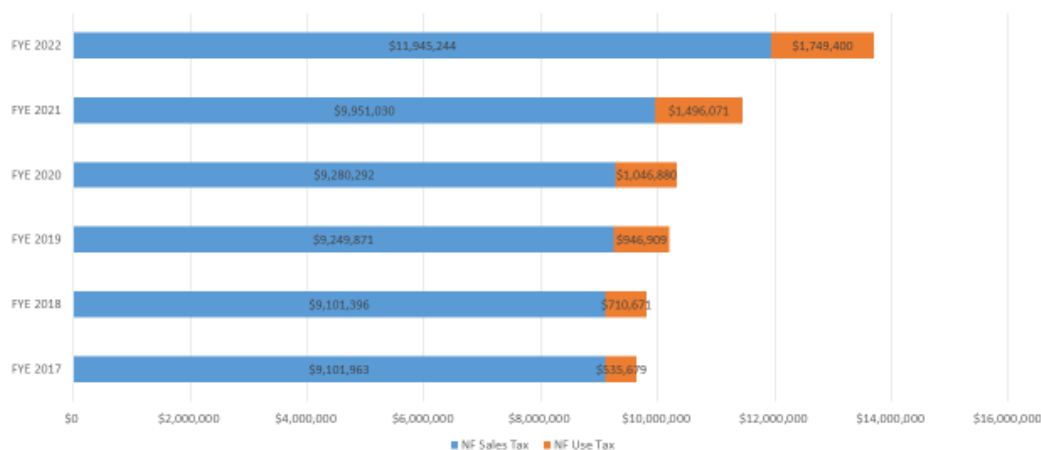
## **NORMAN FORWARD Pro Forma Financial Projections**

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

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

As illustrated below, the NORMAN FORWARD Sales Tax and Use Tax collection rates have varied over their life, with sales tax growth beginning slower than projected but increasing in recent years. Use tax collections have been consistently above projections. Total sales and use tax revenue collections are about four percent (4%) below projections.

### **Norman Forward Sales and Use Tax Revenue**



## Sales/Use Tax Growth Rates

	Sales Tax Variance (%)	Use Tax Variance (%)
FYE 2018	-0.01%	32.67%
FYE 2019	1.63%	33.24%
FYE 2020	0.33%	10.56%
FYE 2021	7.23%	42.91%
FYE 2022	20.04%	16.93%

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

### **NORMAN FORWARD Revenue and Expenditure Reports**

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

### **NORMAN FORWARD Sales Tax Collection Concerns**

Beginning in March, 2017, the Board began discussing concerns with sales tax collections being below projections. Although use tax collection has been quite a bit above projections recently, actual sales and use tax collections combined have been approximately 4.5% below the original projections (see attached Sales Tax Revenue reports). This condition has actually improved substantially in recent months as City sales tax revenues have grown at historic rates (at last year's reporting period, combined sales and use tax collections were 6.5% below the original projections). The Board restates its recommendation to Council, however, that all savings on the NORMAN FORWARD projects should be retained to make up for shortfalls in projects and revenue and not used for project add-ons.



## **NORMAN FORWARD Ad Hoc Project Committee Liaisons**

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

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

## **CFOB Review of City Council Actions**

At each of its meetings, the CFOB receives and reviews any City Council or Norman Municipal Authority actions that have been taken since the CFOB last met that impact the NORMAN FORWARD Sales Tax program. The Board has an understanding of its review authority and its ability to timely report back to the Council and/or the public on any Council/NMA actions which the Board believes would not be in the best interest of the NORMAN FORWARD program, or which the Board may believe to be in conflict with the tenets of the NORMAN FORWARD Ordinance. The reports and recommendations that the Board has made to the Council during this reporting period are attached.

## **NORMAN FORWARD Program Management Consultant**

Early in the implementation of the NORMAN FORWARD program, it was determined by the City Council that there would be a need to retain an outside architectural/engineering consultant to act as a "Program Manager", with the stated goal of helping to deliver the promised projects on time and within their financial budgets. ADG Professional Corporation was selected to fill this role. As the major "brick and mortar" construction projects in the Norman Forward program have been competed or are nearing completion, the services of the Program Manager to the CFOB have terminated. ADG continues to provide Construction Management services to some individual projects at this time.

## **NORMAN FORWARD Project Updates**

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

During this reporting period, the Board is pleased with the progress made on many Norman Forward projects. Several neighborhood park renovation projects have been completed. Norman Forward's construction of the Reaves Park Baseball/Softball Complex has been recently completed, and the Griffin Park Soccer Complex, Senior Wellness Center (Adult Wellness and Education Center, or "AWE") and Young Family Athletic Center (YFAC) are in advanced construction stages. Road improvements are being made to improve access to the YFAC and Griffin Park facilities, and the long-awaited James Garner Avenue extension project is under construction. Public art installations have been completed at the Central and East Branch Libraries, the Westwood Tennis/Swimming/Golf Complex, Andrews Park and Ruby Grant Park, and public arts designs and artist selections have been made for Young Family Athletic Center and the AWE Center.

NORMAN FORWARD is delivering on its promises to the residents of and visitors to Norman. Within the next year, all of the major Norman Forward projects will have been completed and residents of and visitors to Norman will be enjoying them. Considering that the temporary taxing period for Norman Forward is only about halfway through its term, the progress of the projects is a tremendous success story.

## **Facility Operations**

The Board has turned much of its attention to the review of proposed third-party operating agreements for the YFAC and AWE Center. The Board considers it to be among its major responsibilities to help to ensure the efficient and cost-effective operation of major Norman Forward-funded facilities after they have been constructed. At this writing, the operating agreement for the AWE Center is being negotiated with Healthy Living Norman, LLC and is nearing a final contract form to be presented to the Council. The agreements for operation of the YFAC are being negotiated with Santa Fe Healthy Living, Incorporated and with Norman Regional Health System. The Board has received ongoing updates, contract drafts and information from the City Attorney and other City staff involved in the negotiation of these contracts. As the contracts are finalized, the Board will give final review and make recommendations to the Council as to their approval. In relevant point and in keeping with the mission of the CFPB, however, the Board has included requirements for the operators to make periodic reports to the Board after the facilities are open and operating.

## **Summary**

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

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

The Council/Norman Municipal Authority actions taken to implement the NFST Ordinance have been in compliance with the direction approved by the voters of Norman. While there are concerns about the shortfall in sales tax revenue, a great deal of credit is due to the engaged Norman public, the City Council, the financial involvement of the Norman Municipal Authority, the various Ad Hoc project committees, City staff, and the program management firm for this progress. The mix of debt financing to complete the projects in advance of the tax revenues being received has been appropriated to complete the major projects years ahead of the tax collections. The City/NMA has been extremely successful in generating funding from other sources to supplement the Norman Forward projects, and the Council has made prudent decisions in re-allocating funds between Norman Forward projects where necessary.

The Board looks forward to its continuing role in the success of the NORMAN FORWARD program.



# The City of NORMAN

201 West Gray, Bldg. C • P.O. Box 370  
Norman, Oklahoma 73069 • 73070

OFFICE OF THE FINANCE DIRECTOR  
Phone 405-366-5413  
FAX: 405-366-5417

December 8, 2022

Honorable City Council Members  
Honorable Trustees of the Norman Municipal Authority (NMA)  
201 West Gray Street  
Norman, Oklahoma 73069

Dear Mayor/Chair Heikkila and City Council Members/NMA Trustees:

The NORMAN FORWARD Citizen's Financial Oversight Board (CFOB) met on December 6, 2022, with the following members present:

Andy Rieger, Chair	Linda Price
Alva Brockus	Cynthia Rogers
Bree Montoya	Andy Sherrer

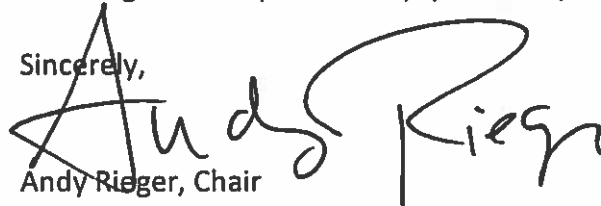
During the meeting, the Board discussed the appropriation action taken by the City Council (November 22, 2022 Council agenda) for the NORMAN FORWARD James Garner Avenue extension project. The CFOB is pleased that Council acted to move this project forward at its full funding level. We are concerned, however, that a portion of our recommendation related to this appropriation was not followed (see attached October 26, 2022 Recommendation letter). As noted on the attachment, our recommendation was to re-allocate \$1,500,000 of NORMAN FORWARD Fund balance (indirectly, savings from the Norman Public Library, Central project) to the James Garner project and to appropriate the balance of needed funding for the project from the City's General Fund balance or other City resources. The Council's action (by Resolution R-2223-67) was to appropriate \$2,281,034 of NORMAN FORWARD Fund balance to the James Garner project.

The CFOB recommendation was based on the \$1,500,000 that had previously been re-allocated from the James Garner Avenue project to the NORMAN FORWARD Young Family Athletic Center project. Our recommendation was that the amount of NORMAN FORWARD funds re-allocated to the James Garner project be limited to this amount; effectively the \$1,500,000 appropriation would have returned the James Garner Avenue project to its originally-planned funding level. We are concerned that due to ongoing shortfalls in the NORMAN FORWARD sales tax from the original projections made in 2015, this action may have the long-term effect of reducing the amount of NORMAN FORWARD funds that will be available for future projects. We have consistently recommended that any cost "savings" in NORMAN FORWARD projects be returned to the Norman Forward Fund balance to be available to fund future projects at their planned levels.

While we understand that the NORMAN FORWARD Fund is in a position to absorb this additional cost for the James Garner Avenue extension project right now, we want to make sure that the Council is aware that this action may exacerbate the need for the City's General Fund (or other City resources) to be used to "back stop" future NORMAN FORWARD projects. **By unanimous vote, CFOB recommends that the Council understand the negative financial position that may result in future NORMAN FORWARD projects due to this action, and that this Council and future Councils be prepared to utilize City General Fund revenues or other City resources to complete NORMAN FORWARD projects at their planned levels.**

We are glad to respond to any questions you may have regarding our discussion and this action.

Sincerely,

A handwritten signature in black ink that reads "Andy Rieger". The signature is written in a cursive, flowing style. The first name "Andy" is written with a large, stylized 'A' that loops around the 'n'. The last name "Rieger" is written with a large, stylized 'R' that loops around the 'i'.

Andy Rieger, Chair

Norman Forward Citizens Financial Oversight Board

EC: NORMAN FORWARD Citizen's Financial Oversight Board Members  
Darrel Pyle, City Manager/NMA General Manager  
Anthony Francisco, Finance Director/NMA Treasurer  
Kathryn Walker, City Attorney/NMA General Counsel



# The City of NORMAN

201 West Gray, Bldg. C • P.O. Box 370  
Norman, Oklahoma 73069 • 73070

October 26, 2022

OFFICE OF THE FINANCE DIRECTOR  
Phone 405-366-5413  
FAX: 405-366-5417

Honorable City Council Members  
Honorable Trustees of the Norman Municipal Authority (NMA)  
201 West Gray Street  
Norman, Oklahoma 73069

Dear Mayor/Chair Heikkila and City Council Members/NMA Trustees:

The NORMAN FORWARD Citizen's Financial Oversight Board (CFOB) met on October 25, 2022, with the following members present:

Andy Rieger, Chair

Alva Brockus

Saidy Orellana

Erik Paulson

Linda Price

Cynthia Rogers

Andy Sherrer

During the meeting, the Board was given an update on the status of the NORMAN FORWARD James Garner Avenue extension project by City Engineer Scott Sturtz. The Board was informed of recent bids that had been accepted by the Oklahoma Department Transportation (ODOT) for the construction of Phase 2 of the project (extending from the north end of the Central Library site northward along Legacy Trail to a roundabout terminating north of Robinson at Flood Street). The bids were found to be proper and the low-bidder, Redlands Construction Company has successfully completed similar projects in Norman to the James Garner Avenue Extension. The CFOB is encouraged by the progress of the project, but was discouraged to learn that the bids exceeded the engineer's estimate and will require approximately \$2.3 million in additional funding to what remains available in the NORMAN FORWARD allocation to the project.

The original NORMAN FORWARD allocation for the James Garner Avenue project, approved by the voters of Norman, was \$6,000,000. The Council/NMA previously re-allocated approximately \$1,500,000 in funds that were originally programmed for the James Garner project to the Young Family Athletic Center project (based on the preliminary engineer's construction cost estimate for the James Garner project, it was believed these funds would be available to be re-allocated) and the CFOB reviewed and approved this Council action. Based on the results of the recent ODOT bidding process, it is apparent to the Board that the full original allocation of funding will be needed to complete the James Garner Avenue project.

The CFOB is also updated on the funding status of other NORMAN FORWARD projects at each Board meeting. The Central Library project has been substantially completed for over two years, with a final cost being below its original NORMAN FORWARD allocation by approximately \$3.9 million. The Board reiterates its recommendation that any project cost savings from completed NORMAN FORWARD projects be returned to the NORMAN FORWARD Fund balance for the

completion of remaining voter-approved projects (the concern with the shortfall in sales tax collections from the original projections will need to be recovered through project cost savings in order to complete all of the projects). Due to the high priority of the James Garner Avenue project in the original NORMAN FORWARD program, however, the Board voted unanimously as follows:

1. That the Council/NMA re-program, re-allocate or appropriate funding originally programmed for the completed NORMAN FORWARD Central Library project of \$1,500,000 to the NORMAN FORWARD James Garner Avenue Extension Project.
2. That any funding that remains allocated to the Central Library project in the NORMAN FORWARD Fund after this re-allocation be returned to the NORMAN FORWARD Fund balance.
3. That the Council make available from the City's General Fund balance, Capital Improvement Projects Fund, or other City funds adequate revenue (estimated to be approximately \$800,000) to fully fund the difference in the construction cost of the James Garner Avenue Extension project at the level of the bids received by ODOT in October, 2022 on the timeline established by the ODOT project guidelines.

We appreciate the progress that is being made to bring this high priority project for the voters, residents and multi-modal travelers of Norman to reality. As we approach the mid-point of the Norman Forward Sales Tax lifetime (July 1, 2023 is the halfway point of the taxing period), it is gratifying to know that all of the major "brick and mortar" projects, including James Garner Avenue, will be under construction, nearing completion, or completed by that time. We look forward to reviewing further Council actions and working with City staff to complete the project, in cooperation with the ODOT. We are glad to respond to any questions you may have regarding our discussion and this action.

Sincerely,

Andy Rieger, Chair  
Norman Forward Citizens Financial Oversight Board

EC: NORMAN FORWARD Citizen's Financial Oversight Board Members  
Darrel Pyle, City Manager/NMA General Manager  
Anthony Francisco, Finance Director/NMA Treasurer  
Kathryn Walker, City Attorney/NMA General Counsel

**NORMAN FORWARD  
FINAL PROJECT COST COMPARISON**

<b>PROJECT</b>	<b>Original Budget</b>	<b>Revised Budget</b>	<b>Actual Cost</b>	<b>Variance: Original Budget</b>	<b>Variance: Revised Budget</b>
Westwood Tennis Center	\$ 1,000,000	\$ 1,801,278	\$ 1,801,277	\$ (801,277)	\$ 1.16
Garner/Acres Intersection	\$ 2,700,000	\$ 1,451,393	\$ 1,451,393	\$ 1,248,607	\$ (0.47)
Central Branch Library	\$ 39,000,000	\$ 35,014,495	\$ 35,010,261	\$ 3,989,739	\$ 4,233.62
East Branch Library	\$ 5,100,000	\$ 5,100,000	\$ 4,794,304	\$ 305,696	\$ 305,695.62
Westwood Swim Complex	\$ 12,000,000	\$ 12,000,000	\$ 11,763,800	\$ 236,200	\$ 236,200.35
Andrews Park	\$ 1,500,000	\$ 1,499,099	\$ 1,463,667	\$ 36,333	\$ 35,431.66
Griffin Park Regrading (Test)	\$ 217,416	\$ 217,416	\$ 217,416	\$ -	\$ -
Ruby Grant Park	\$ 6,150,000	\$ 6,150,000	\$ 6,146,426	\$ 3,574	\$ 3,573.81
Professional Services (ADG)	\$ 1,747,655	\$ 3,311,727	\$ 3,379,526	\$ (1,631,871)	\$ (67,799)
Community Sports Park*	\$ 2,500,000	\$ 2,500,000	\$ 2,183,641	\$ 316,359	\$ 316,359
Reaves Park Complex*	\$ 10,000,000	\$ 10,000,000	\$ 9,159,799	\$ 840,201	\$ 840,201

**\*NEAR FINAL**



**Professional Services/Consultant (51110111-44002/44003)**

	<b>Budget</b>	<b>Revised Budget</b>	
<b>Total Current Budget</b>	1,747,655.00	3,311,727.00	
<b>Total</b>			<u>(3,379,525.62)</u>
<b>Balance</b>			<u>(67,798.62)</u>
<b>NFB001 Griffin Park Soccer Complex</b>			
	<b>Budget</b>	<b>Revised Budget</b>	
<b>Total Current Budget</b>	11,000,000.00	10,782,584.00	
<b>Total</b>			<u>(7,452,749.44)</u>
<b>Balance</b>			<u>3,329,834.56</u>
<b>NFP102 Griffin Park Regrading (Paygo)</b>			
	<b>Budget</b>	<b>Revised Budget</b>	
<b>Total Current Budget</b>	217,416.00	217,416.00	
<b>Total</b>			<u>(217,416.00)</u>
<b>Balance</b>			<u>0.00</u>
<b>NFB002 Indoor Aquatics Facility</b>			
	<b>Budget</b>	<b>Revised Budget</b>	
<b>Total Current Budget</b>	14,000,000.00	15,038,191.00	
<b>Total</b>			<u>(14,724,661.23)</u>
<b>Balance</b>			<u>313,529.77</u>
<b>NFB003 Indoor Sports Facility</b>			
	<b>Budget</b>	<b>Revised Budget</b>	
<b>Total Current Budget</b>	8,500,000.00	12,238,190.00	
<b>Total</b>			<u>(7,325,482.75)</u>
<b>Balance</b>			<u>4,912,707.25</u>

**NFP110 Young Family Athletic Center Pay-Go**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	1,200,000.00	2,700,000.00
<b>Total</b>		<u>(7,874,340.33)</u>
<b>Balance</b>		<u><u>(5,174,340.33)</u></u>

**NFB005 Community Sports Park Development**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	2,500,000.00	2,500,000.00
<b>Total</b>		<u>(2,183,640.76)</u>
<b>Balance</b>		<u><u>316,359.24</u></u>

**NFB006 Reaves Park Baseball Complex**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	10,000,000.00	10,000,000.00
<b>Total</b>		<u>(9,159,799.47)</u>
<b>Balance</b>		<u><u>840,200.53</u></u>

**NFB007 Westwood Tennis Center Addition**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	1,000,000.00	1,801,278.00
<b>Total</b>		<u>(1,801,276.84)</u>
<b>Balance</b>		<u><u>1.16</u></u>

**NFB008 James Garner/Acres Intersection**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	2,700,000.00	2,951,393.00
<b>Total</b>		<u>(2,951,393.47)</u>
<b>Balance</b>		<u><u>(0.47)</u></u>

**NFP109 James Garner: Flood-Acres**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	6,000,000.00	3,199,889.00
<b>Total</b>		<u>(2,532,244.61)</u>
<b>Balance</b>		<u>667,644.39</u>

**NFB016 Library - New Central Branch**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	39,000,000.00	35,014,495.00
<b>Total</b>		<u>(35,010,261.38)</u>
<b>Balance</b>		<u>4,233.62</u>

**NFB017 Library - New East Branch**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	5,100,000.00	5,100,000.00
<b>Total</b>		<u>(4,794,304.38)</u>
<b>Balance</b>		<u>305,695.62</u>

**NFB018 Westwood Swim Complex Replacement**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	12,000,000.00	12,000,000.00
<b>Total</b>		<u>(11,763,799.65)</u>
<b>Balance</b>		<u>236,200.35</u>

**NFB019 Andrews Park Development**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	1,500,000.00	1,499,099.00
<b>Total</b>		<u>(1,463,667.34)</u>
<b>Balance</b>		<u>35,431.66</u>

**NFB020 Traffic & Road Improvements**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	-	-
<b>Balance</b>		<u>-</u>

**NFP120 Traffic & Road Improvements**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	500,000.00	500,000.00
<b>Total</b>		<u>-</u>
<b>Balance</b>		<u>500,000.00</u>

**NFP100 Public Arts Projects (Paygo)**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	1,200,000.00	1,200,000.00
<b>Total</b>		<u>(535,389.47)</u>
<b>Balance</b>		<u>664,610.53</u>

**NFP101 Neighborhood Park Improvement (Paygo)**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	6,500,000.00	6,500,000.00
<b>Total</b>		<u>(1,979,714.60)</u>
<b>Balance</b>		<u>4,520,285.40</u>

**NFP103 Griffin Park Land Lease/Purchase (Paygo)**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	10,000,000.00	2,400,000.00
<b>Total</b>		<u>(306,666.75)</u>
<b>Balance</b>		<u>2,093,333.25</u>

**NFP104 New Neighborhood Park Dev (Paygo)**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	2,000,000.00	2,000,000.00
<b>Total</b>		<u>(483,133.65)</u>
<b>Balance</b>		<u>1,516,866.35</u>

**NFP105 Ruby Grant Park Developmt (Paygo)**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	6,150,000.00	6,150,000.00
<b>Total</b>		<u>(6,146,426.19)</u>
<b>Balance</b>		<u><u>3,573.81</u></u>

**NFP106 Saxon Park Development (Paygo)**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	2,000,000.00	2,000,000.00
<b>Total</b>		<u>(36,735.50)</u>
<b>Balance</b>		<u><u>1,963,264.50</u></u>

**NFP107 New Trail Dev-Legacy System (Paygo)**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	2,000,000.00	2,000,000.00
<b>Total</b>		<u>(429,459.00)</u>
<b>Balance</b>		<u><u>1,570,541.00</u></u>

**NFP108 Senior Citizens Center (Paygo)**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	-	1,081,076.00
<b>Total</b>		<u>(1,081,075.28)</u>
<b>Balance</b>		<u><u>0.72</u></u>

**NFP111 Senior Citizens Center (Paygo)**

	<b>Budget</b>	<b>Revised Budget</b>
<b>Total Current Budget</b>	-	11,318,924.00
<b>Total</b>		<u>(5,986,226.55)</u>
<b>Balance</b>		<u><u>5,332,697.45</u></u>

**CITY OF NORMAN**  
**NORMAN FORWARD SALES TAX REVENUE, VERSUS PROJECTION**

BY FISCAL YEAR				COMPARED TO 7/2015 PROJECTION		
MONTH	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY	% VARIANCE
					PROJECTION*	
March, 2016	\$ 765,813	\$ 728,243	-4.91%	\$ 728,243	\$ 760,927	-4.30%
April, 2016	\$ 737,709	\$ 776,747	5.29%	\$ 776,747	\$ 733,003	5.97%
May, 2016	\$ 796,539	\$ 802,418	0.74%	\$ 802,418	\$ 791,458	1.38%
June, 2016	\$ 820,638	\$ 729,175	-11.15%	\$ 729,175	\$ 815,402	-10.57%
July, 2016	\$ 771,629	\$ 758,153	-1.75%	\$ 758,153	\$ 760,692	-0.33%
August, 2016	\$ 811,311	\$ 753,218	-7.16%	\$ 753,218	\$ 799,813	-5.83%
September, 2016	\$ 786,920	\$ 771,583	-1.95%	\$ 771,583	\$ 775,767	-0.54%
October, 2016	\$ 858,715	\$ 816,566	-4.91%	\$ 816,566	\$ 846,544	-3.54%
November, 2016	\$ 798,882	\$ 769,521	-3.68%	\$ 769,521	\$ 787,559	-2.29%
December, 2016	\$ 784,003	\$ 745,468	-4.92%	\$ 745,468	\$ 772,891	-3.55%
January, 2017	\$ 827,244	\$ 796,677	-3.70%	\$ 796,677	\$ 815,519	-2.31%
February, 2017	\$ 980,463	\$ 814,235	-16.95%	\$ 814,235	\$ 966,569	-15.76%
March, 2017	\$ 771,866	\$ 683,655	-11.43%	\$ 683,655	\$ 793,266	-13.82%
April, 2017	\$ 743,541	\$ 768,593	3.37%	\$ 768,593	\$ 764,155	0.58%
May, 2017	\$ 802,832	\$ 758,083	-5.57%	\$ 758,083	\$ 825,095	-8.12%
June, 2017	\$ 827,125	\$ 747,817	-9.59%	\$ 747,817	\$ 850,057	-12.03%
July, 2017	\$ 760,592	\$ 769,840	1.22%	\$ 769,840	\$ 792,140	-2.82%
August, 2017	\$ 798,825	\$ 736,344	-7.82%	\$ 736,344	\$ 855,817	-13.96%
September, 2017	\$ 788,843	\$ 755,105	-4.28%	\$ 755,105	\$ 845,123	-10.65%
October, 2017	\$ 845,645	\$ 800,169	-5.38%	\$ 800,169	\$ 905,977	-11.68%
November, 2017	\$ 787,013	\$ 757,642	-3.73%	\$ 757,642	\$ 843,162	-10.14%
December, 2017	\$ 772,904	\$ 705,659	-8.70%	\$ 705,659	\$ 828,046	-14.78%
January, 2018	\$ 816,503	\$ 829,421	1.58%	\$ 829,421	\$ 874,756	-5.18%
February, 2018	\$ 959,243	\$ 803,901	-16.19%	\$ 803,901	\$ 1,027,679	-21.78%
March, 2018	\$ 758,166	\$ 723,206	-4.61%	\$ 723,206	\$ 846,777	-14.59%
April, 2018	\$ 735,117	\$ 733,040	-0.28%	\$ 733,040	\$ 821,035	-10.72%
May, 2018	\$ 790,948	\$ 801,350	1.32%	\$ 801,350	\$ 883,391	-9.29%
June, 2018	\$ 811,552	\$ 777,694	-4.17%	\$ 777,694	\$ 906,403	-14.20%
July, 2018	\$ 732,971	\$ 792,168	8.08%	\$ 792,168	\$ 849,487	-6.75%
August, 2018	\$ 769,817	\$ 778,107	1.08%	\$ 778,107	\$ 892,189	-12.79%
September, 2018	\$ 748,752	\$ 753,875	0.68%	\$ 753,875	\$ 867,775	-13.13%
October, 2018	\$ 814,936	\$ 814,292	-0.08%	\$ 814,292	\$ 944,481	-13.78%
November, 2018	\$ 758,434	\$ 769,806	1.50%	\$ 769,806	\$ 878,997	-12.42%
December, 2018	\$ 744,837	\$ 755,617	1.45%	\$ 755,617	\$ 863,238	-12.47%
January, 2019	\$ 786,853	\$ 862,016	9.55%	\$ 862,016	\$ 911,933	-5.47%
February, 2019	\$ 924,409	\$ 801,472	-13.30%	\$ 801,472	\$ 1,071,356	-25.19%
March, 2019	\$ 730,634	\$ 686,081	-6.10%	\$ 686,081	\$ 882,765	-22.28%
April, 2019	\$ 708,422	\$ 770,033	8.70%	\$ 770,033	\$ 855,929	-10.04%
May, 2019	\$ 762,226	\$ 762,196	0.00%	\$ 762,196	\$ 920,936	-17.24%
June, 2019	\$ 782,081	\$ 809,526	3.51%	\$ 809,526	\$ 944,925	-14.33%
July, 2019	\$ 763,597	\$ 768,847	0.69%	\$ 768,847	\$ 887,108	-13.33%
August, 2019	\$ 800,628	\$ 761,846	-4.84%	\$ 761,846	\$ 930,129	-18.09%
September, 2019	\$ 778,646	\$ 788,095	1.21%	\$ 788,095	\$ 904,591	-12.88%
October, 2019	\$ 847,316	\$ 844,155	-0.37%	\$ 844,155	\$ 984,369	-14.24%
November, 2019	\$ 788,870	\$ 799,842	1.39%	\$ 799,842	\$ 916,469	-12.73%
December, 2019	\$ 774,718	\$ 812,104	4.83%	\$ 812,104	\$ 899,994	-9.77%
January, 2020	\$ 820,021	\$ 851,020	3.78%	\$ 851,020	\$ 952,659	-10.67%

February, 2020	\$	958,070	\$	819,751	-14.44%	\$	819,751	\$	1,113,036	-26.35%
March, 2020	\$	758,559	\$	720,227	-5.05%	\$	720,227	\$	918,709	-21.60%
April, 2020	\$	738,133	\$	747,531	1.27%	\$	747,531	\$	893,970	-16.38%
May, 2020	\$	792,526	\$	702,283	-11.39%	\$	702,283	\$	959,846	-26.83%
June, 2020	\$	813,861	\$	664,592	-18.34%	\$	664,592	\$	985,686	-32.58%
July, 2020	\$	777,799	\$	808,364	3.93%	\$	808,364	\$	925,809	-12.69%
August, 2020	\$	814,405	\$	850,341	4.41%	\$	850,341	\$	969,380	-12.28%
September, 2020	\$	793,231	\$	779,982	-1.67%	\$	779,982	\$	944,177	-17.39%
October, 2020	\$	862,850	\$	817,975	-5.20%	\$	817,975	\$	1,027,044	-20.36%
November, 2020	\$	803,681	\$	779,947	-2.95%	\$	779,947	\$	956,616	-18.47%
December, 2020	\$	789,933	\$	795,174	0.66%	\$	795,174	\$	940,251	-15.43%
January, 2021	\$	835,910	\$	865,704	3.56%	\$	865,704	\$	994,978	-12.99%
February, 2021	\$	972,244	\$	842,592	-13.34%	\$	842,592	\$	1,157,255	-27.19%
March, 2021	\$	771,573	\$	801,811	3.92%	\$	801,811	\$	957,430	-16.25%
April, 2021	\$	751,969	\$	733,759	-2.42%	\$	733,759	\$	933,104	-21.36%
May, 2021	\$	804,859	\$	929,299	15.46%	\$	929,299	\$	998,734	-6.95%
June, 2021	\$	825,105	\$	946,083	14.66%	\$	946,083	\$	1,023,857	-7.60%
July, 2021	\$	784,866	\$	976,078	24.36%	\$	976,078	\$	965,155	1.13%
August, 2021	\$	821,805	\$	986,400	20.03%	\$	986,400	\$	1,010,579	-2.39%
September, 2021	\$	800,438	\$	1,022,755	27.77%	\$	1,022,755	\$	984,304	3.91%
October, 2021	\$	870,690	\$	1,064,323	22.24%	\$	1,064,323	\$	1,070,693	-0.59%
November, 2021	\$	810,984	\$	965,607	19.07%	\$	965,607	\$	997,273	-3.18%
December, 2021	\$	790,508	\$	992,536	25.56%	\$	992,536	\$	972,093	2.10%
January, 2022	\$	860,624	\$	1,048,226	21.80%	\$	1,048,226	\$	1,058,316	-0.95%
February, 2022	\$	837,647	\$	1,029,877	22.95%	\$	1,029,877	\$	1,117,876	-7.87%
March, 2022	\$	797,106	\$	839,152	5.27%	\$	839,152	\$	1,021,865	-17.88%
April, 2022	\$	758,802	\$	931,510	22.76%	\$	931,510	\$	972,761	-4.24%
May, 2022	\$	812,172	\$	1,027,267	26.48%	\$	1,027,267	\$	1,041,180	-1.34%
June, 2022	\$	832,602	\$	1,061,513	27.49%	\$	1,061,513	\$	1,067,371	-0.55%
July, 2022	\$	985,918	\$	963,920	-2.23%	\$	963,920	\$	1,006,175	-4.20%
August, 2022	\$	1,032,318	\$	980,427	-5.03%	\$	980,427	\$	1,053,528	-6.94%
September, 2022	\$	1,005,479	\$	1,038,038	3.24%	\$	1,038,038	\$	1,026,137	1.16%
October, 2022	\$	1,093,726	\$	1,057,045	-3.35%	\$	1,057,045	\$	1,116,197	-5.30%
November, 2022	\$	1,018,726	\$	1,051,427	3.21%	\$	1,051,427	\$	1,039,657	1.13%
December, 2022	\$	1,001,298	\$	987,149	-1.41%	\$	987,149	\$	1,021,871	-3.40%
January, 2023	\$	1,059,578	\$	1,047,231	-1.17%	\$	1,047,231	\$	1,081,348	-3.16%
February, 2023	\$	1,232,391	\$	1,030,515	-16.38%	\$	1,030,515	\$	1,257,712	-18.06%
March, 2023	\$	978,026	\$	886,958	-9.31%	\$	886,958	\$	1,040,541	-14.76%
<b>TOTAL</b>	<b>\$</b>	<b>70,399,160</b>	<b>\$</b>	<b>70,987,987</b>	<b>0.84%</b>	<b>\$</b>	<b>70,987,987</b>	<b>\$</b>	<b>79,270,868</b>	<b>-10.45%</b>

**CITY OF NORMAN**  
**NORMAN FORWARD USE TAX REVENUE, VERSUS PROJECTION**

BY FISCAL YEAR				COMPARED TO 7/2015 PROJECTION		
MONTH	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY	% VARIANCE
					PROJECTION*	
March, 2016	\$ 30,808	\$ 40,786	32.39%	\$ 40,786	\$ 30,808	32.39%
April, 2016	\$ 29,678	\$ 34,397	15.90%	\$ 34,397	\$ 29,678	15.90%
May, 2016	\$ 32,045	\$ 42,640	33.06%	\$ 42,640	\$ 32,045	33.06%
June, 2016	\$ 33,014	\$ 39,837	20.67%	\$ 39,837	\$ 33,014	20.67%
July, 2016	\$ 31,991	\$ 38,889	21.56%	\$ 38,889	\$ 30,799	26.27%
August, 2016	\$ 36,458	\$ 42,717	17.17%	\$ 42,717	\$ 32,383	31.91%
September, 2016	\$ 33,558	\$ 30,445	-9.28%	\$ 30,445	\$ 31,409	-3.07%
October, 2016	\$ 40,673	\$ 33,293	-18.14%	\$ 33,293	\$ 34,275	-2.86%
November, 2016	\$ 40,492	\$ 39,065	-3.52%	\$ 39,065	\$ 31,887	22.51%
December, 2016	\$ 37,649	\$ 31,888	-15.30%	\$ 31,888	\$ 31,293	1.90%
January, 2017	\$ 32,836	\$ 43,537	32.59%	\$ 43,537	\$ 33,019	31.85%
February, 2017	\$ 40,252	\$ 41,610	3.37%	\$ 41,610	\$ 39,134	6.33%
March, 2017	\$ 38,396	\$ 33,061	-13.89%	\$ 33,061	\$ 32,118	2.94%
April, 2017	\$ 32,550	\$ 32,136	-1.27%	\$ 32,136	\$ 30,939	3.87%
May, 2017	\$ 39,794	\$ 45,568	14.51%	\$ 45,568	\$ 33,406	36.41%
June, 2017	\$ 39,921	\$ 41,863	4.87%	\$ 41,863	\$ 34,417	21.64%
July, 2017	\$ 35,217	\$ 44,497	26.35%	\$ 44,497	\$ 32,072	38.74%
August, 2017	\$ 43,965	\$ 47,476	7.99%	\$ 47,476	\$ 34,650	37.02%
September, 2017	\$ 36,942	\$ 46,945	27.08%	\$ 46,945	\$ 34,217	37.20%
October, 2017	\$ 44,773	\$ 55,550	24.07%	\$ 55,550	\$ 36,681	51.44%
November, 2017	\$ 44,574	\$ 49,820	11.77%	\$ 49,820	\$ 34,138	45.94%
December, 2017	\$ 41,445	\$ 45,477	9.73%	\$ 45,477	\$ 33,526	35.65%
January, 2018	\$ 36,146	\$ 66,771	84.72%	\$ 66,771	\$ 35,417	88.53%
February, 2018	\$ 44,310	\$ 48,593	9.67%	\$ 48,593	\$ 41,609	16.79%
March, 2018	\$ 42,267	\$ 54,993	30.11%	\$ 54,993	\$ 37,254	47.62%
April, 2018	\$ 35,833	\$ 50,955	42.20%	\$ 50,955	\$ 31,582	61.34%
May, 2018	\$ 43,806	\$ 60,102	37.20%	\$ 60,102	\$ 38,610	55.66%
June, 2018	\$ 43,946	\$ 47,518	8.13%	\$ 47,518	\$ 38,734	22.68%
July, 2018	\$ 44,900	\$ 46,670	3.94%	\$ 46,670	\$ 31,047	50.32%
August, 2018	\$ 55,771	\$ 58,648	5.16%	\$ 58,648	\$ 38,564	52.08%
September, 2018	\$ 47,108	\$ 68,843	46.14%	\$ 68,843	\$ 32,574	111.34%
October, 2018	\$ 57,049	\$ 76,256	33.67%	\$ 76,256	\$ 39,448	93.31%
November, 2018	\$ 56,603	\$ 65,295	15.36%	\$ 65,295	\$ 39,140	66.83%
December, 2018	\$ 52,600	\$ 71,304	35.56%	\$ 71,304	\$ 36,372	96.04%
January, 2019	\$ 46,825	\$ 81,467	73.98%	\$ 81,467	\$ 32,379	151.61%
February, 2019	\$ 56,235	\$ 92,097	63.77%	\$ 92,097	\$ 38,885	136.84%
March, 2019	\$ 53,945	\$ 72,451	34.31%	\$ 72,451	\$ 38,887	86.31%
April, 2019	\$ 45,884	\$ 62,630	36.50%	\$ 62,630	\$ 33,076	89.35%
May, 2019	\$ 56,016	\$ 77,315	38.02%	\$ 77,315	\$ 40,380	91.47%
June, 2019	\$ 55,749	\$ 68,615	23.08%	\$ 68,615	\$ 40,188	70.74%
July, 2019	\$ 45,912	\$ 77,599	69.02%	\$ 77,599	\$ 32,126	141.55%
August, 2019	\$ 57,045	\$ 72,567	27.21%	\$ 72,567	\$ 39,916	81.80%
September, 2019	\$ 48,670	\$ 80,983	66.39%	\$ 80,983	\$ 34,063	137.75%
October, 2019	\$ 58,757	\$ 86,518	47.25%	\$ 86,518	\$ 41,123	110.39%
November, 2019	\$ 58,032	\$ 79,115	36.33%	\$ 79,115	\$ 40,615	94.79%
December, 2019	\$ 54,201	\$ 83,721	54.46%	\$ 83,721	\$ 37,933	120.70%



January, 2020	\$	48,711	\$	88,427	81.53%	\$	88,427	\$	34,092	159.38%
February, 2020	\$	58,353	\$	124,509	113.37%	\$	124,509	\$	40,840	204.87%
March, 2020	\$	55,569	\$	73,615	32.47%	\$	73,615	\$	40,544	81.57%
April, 2020	\$	47,292	\$	78,218	65.40%	\$	78,218	\$	34,505	126.69%
May, 2020	\$	57,758	\$	96,559	67.18%	\$	96,559	\$	42,141	129.13%
June, 2020	\$	57,267	\$	105,049	83.44%	\$	105,049	\$	41,783	151.42%
July, 2020	\$	76,418	\$	108,470	41.94%	\$	108,470	\$	33,540	223.40%
August, 2020	\$	80,414	\$	111,849	39.09%	\$	111,849	\$	41,326	170.65%
September, 2020	\$	80,982	\$	111,950	38.24%	\$	111,950	\$	35,544	214.97%
October, 2020	\$	97,394	\$	123,541	26.85%	\$	123,541	\$	42,747	189.01%
November, 2020	\$	95,981	\$	111,548	16.22%	\$	111,548	\$	42,127	164.79%
December, 2020	\$	89,971	\$	133,159	48.00%	\$	133,159	\$	39,489	237.21%
January, 2021	\$	81,296	\$	142,435	75.21%	\$	142,435	\$	35,681	299.19%
February, 2021	\$	98,004	\$	176,811	80.41%	\$	176,811	\$	43,015	311.05%
March, 2021	\$	91,837	\$	108,777	18.45%	\$	108,777	\$	42,021	158.86%
April, 2021	\$	78,673	\$	98,208	24.83%	\$	98,208	\$	35,998	172.82%
May, 2021	\$	96,119	\$	149,868	55.92%	\$	149,868	\$	43,980	240.76%
June, 2021	\$	95,612	\$	119,455	24.94%	\$	119,455	\$	43,748	173.05%
July, 2021	\$	110,203	\$	119,611	8.54%	\$	119,611	\$	34,966	242.08%
August, 2021	\$	135,784	\$	146,398	7.82%	\$	146,398	\$	43,082	239.81%
September, 2021	\$	116,785	\$	114,138	-2.27%	\$	114,138	\$	37,054	208.03%
October, 2021	\$	140,069	\$	145,812	4.10%	\$	145,812	\$	44,442	228.09%
November, 2021	\$	137,707	\$	153,849	11.72%	\$	153,849	\$	43,693	252.12%
December, 2021	\$	130,010	\$	138,224	6.32%	\$	138,224	\$	41,251	235.08%
January, 2022	\$	137,707	\$	182,045	32.20%	\$	182,045	\$	43,693	316.65%
February, 2022	\$	142,649	\$	184,069	29.04%	\$	184,069	\$	47,184	290.11%
March, 2022	\$	131,827	\$	131,545	-0.21%	\$	131,545	\$	43,605	201.68%
April, 2022	\$	113,094	\$	129,422	14.44%	\$	129,422	\$	37,408	245.97%
May, 2022	\$	139,141	\$	151,405	8.81%	\$	151,405	\$	46,024	228.97%
June, 2022	\$	137,393	\$	152,881	11.27%	\$	152,881	\$	45,445	236.40%
July, 2022	\$	128,988	\$	145,606	12.88%	\$	145,606	\$	36,435	299.63%
August, 2022	\$	158,097	\$	144,189	-8.80%	\$	144,189	\$	44,657	222.88%
September, 2022	\$	136,184	\$	153,101	12.42%	\$	153,101	\$	38,467	298.00%
October, 2022	\$	163,644	\$	173,940	6.29%	\$	173,940	\$	46,224	276.30%
November, 2022	\$	161,215	\$	149,464	-7.29%	\$	149,464	\$	45,538	228.22%
December, 2022	\$	151,983	\$	155,275	2.17%	\$	155,275	\$	42,930	261.69%
January, 2023	\$	139,943	\$	177,437	26.79%	\$	177,437	\$	39,529	348.88%
February, 2023	\$	167,778	\$	203,330	21.19%	\$	203,330	\$	47,392	329.04%
March, 2023	\$	153,836	\$	136,599	-11.20%	\$	136,599	\$	45,300	201.54%
<b>TOTAL</b>	<b>\$</b>	<b>6,336,330</b>	<b>\$</b>	<b>7,803,314</b>	<b>23.15%</b>	<b>\$</b>	<b>7,803,314</b>	<b>\$</b>	<b>3,223,268</b>	<b>142.09%</b>

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

BY FISCAL YEAR				COMPARED TO 7/2015 PROJECTION		
MONTH	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY	% VARIANCE
					PROJECTION*	
March, 2016	\$ 796,621	\$ 769,029	-3.46%	\$ 769,029	\$ 791,736	-2.87%
April, 2016	\$ 767,387	\$ 811,144	5.70%	\$ 811,144	\$ 762,681	6.35%
May, 2016	\$ 828,584	\$ 845,058	1.99%	\$ 845,058	\$ 823,502	2.62%
June, 2016	\$ 853,652	\$ 769,012	-9.92%	\$ 769,012	\$ 848,417	-9.36%
July, 2016	\$ 803,620	\$ 797,042	-0.82%	\$ 797,042	\$ 791,491	0.70%
August, 2016	\$ 847,769	\$ 795,935	-6.11%	\$ 795,935	\$ 832,196	-4.36%
September, 2016	\$ 820,478	\$ 802,028	-2.25%	\$ 802,028	\$ 807,176	-0.64%
October, 2016	\$ 899,388	\$ 849,859	-5.51%	\$ 849,859	\$ 880,818	-3.51%
November, 2016	\$ 839,374	\$ 808,586	-3.67%	\$ 808,586	\$ 819,446	-1.33%
December, 2016	\$ 821,652	\$ 777,356	-5.39%	\$ 777,356	\$ 804,184	-3.34%
January, 2017	\$ 860,080	\$ 840,214	-2.31%	\$ 840,214	\$ 848,538	-0.98%
February, 2017	\$ 1,020,715	\$ 855,845	-16.15%	\$ 855,845	\$ 1,005,704	-14.90%
March, 2017	\$ 810,262	\$ 716,716	-11.55%	\$ 716,716	\$ 825,384	-13.17%
April, 2017	\$ 776,091	\$ 800,729	3.17%	\$ 800,729	\$ 795,095	0.71%
May, 2017	\$ 842,626	\$ 803,651	-4.63%	\$ 803,651	\$ 858,501	-6.39%
June, 2017	\$ 867,045	\$ 789,680	-8.92%	\$ 789,680	\$ 884,474	-10.72%
July, 2017	\$ 795,809	\$ 814,337	2.33%	\$ 814,337	\$ 824,212	-1.20%
August, 2017	\$ 842,790	\$ 783,821	-7.00%	\$ 783,821	\$ 890,467	-11.98%
September, 2017	\$ 825,785	\$ 802,051	-2.87%	\$ 802,051	\$ 879,340	-8.79%
October, 2017	\$ 890,418	\$ 855,719	-3.90%	\$ 855,719	\$ 942,658	-9.22%
November, 2017	\$ 831,588	\$ 807,462	-2.90%	\$ 807,462	\$ 877,300	-7.96%
December, 2017	\$ 814,349	\$ 751,136	-7.76%	\$ 751,136	\$ 861,572	-12.82%
January, 2018	\$ 852,650	\$ 896,192	5.11%	\$ 896,192	\$ 910,173	-1.54%
February, 2018	\$ 1,003,553	\$ 852,494	-15.05%	\$ 852,494	\$ 1,069,288	-20.27%
March, 2018	\$ 800,433	\$ 778,199	-2.78%	\$ 778,199	\$ 884,031	-11.97%
April, 2018	\$ 770,950	\$ 783,995	1.69%	\$ 783,995	\$ 852,618	-8.05%
May, 2018	\$ 834,754	\$ 861,452	3.20%	\$ 861,452	\$ 922,001	-6.57%
June, 2018	\$ 855,498	\$ 825,212	-3.54%	\$ 825,212	\$ 945,137	-12.69%
July, 2018	\$ 777,871	\$ 838,838	7.84%	\$ 838,838	\$ 880,534	-4.74%
August, 2018	\$ 825,587	\$ 836,755	1.35%	\$ 836,755	\$ 930,753	-10.10%
September, 2018	\$ 795,860	\$ 822,718	3.37%	\$ 822,718	\$ 900,350	-8.62%
October, 2018	\$ 871,985	\$ 890,548	2.13%	\$ 890,548	\$ 983,929	-9.49%
November, 2018	\$ 815,036	\$ 835,101	2.46%	\$ 835,101	\$ 918,136	-9.04%
December, 2018	\$ 797,437	\$ 826,921	3.70%	\$ 826,921	\$ 899,610	-8.08%
January, 2019	\$ 833,678	\$ 943,483	13.17%	\$ 943,483	\$ 944,312	-0.09%
February, 2019	\$ 980,644	\$ 893,570	-8.88%	\$ 893,570	\$ 1,110,241	-19.52%
March, 2019	\$ 784,579	\$ 758,532	-3.32%	\$ 758,532	\$ 921,652	-17.70%
April, 2019	\$ 754,306	\$ 832,663	10.39%	\$ 832,663	\$ 889,005	-6.34%
May, 2019	\$ 818,242	\$ 839,510	2.60%	\$ 839,510	\$ 961,316	-12.67%
June, 2019	\$ 837,830	\$ 878,142	4.81%	\$ 878,142	\$ 985,113	-10.86%
July, 2019	\$ 809,510	\$ 846,446	4.56%	\$ 846,446	\$ 919,234	-7.92%
August, 2019	\$ 857,673	\$ 834,413	-2.71%	\$ 834,413	\$ 970,045	-13.98%
September, 2019	\$ 827,316	\$ 869,078	5.05%	\$ 869,078	\$ 938,654	-7.41%
October, 2019	\$ 906,074	\$ 930,673	2.71%	\$ 930,673	\$ 1,025,491	-9.25%
November, 2019	\$ 846,902	\$ 878,957	3.78%	\$ 878,957	\$ 957,084	-8.16%
December, 2019	\$ 828,918	\$ 895,825	8.07%	\$ 895,825	\$ 937,927	-4.49%
January, 2020	\$ 868,733	\$ 939,447	8.14%	\$ 939,447	\$ 986,751	-4.79%
February, 2020	\$ 1,016,423	\$ 944,260	-7.10%	\$ 944,260	\$ 1,153,876	-18.17%

March, 2020	\$	814,129	\$	793,842	-2.49%	\$	793,842	\$	959,253	-17.24%
April, 2020	\$	785,425	\$	825,749	5.13%	\$	825,749	\$	928,475	-11.06%
May, 2020	\$	850,284	\$	798,842	-6.05%	\$	798,842	\$	1,001,987	-20.27%
June, 2020	\$	871,128	\$	769,641	-11.65%	\$	769,641	\$	1,027,469	-25.09%
July, 2020	\$	854,217	\$	916,834	7.33%	\$	916,834	\$	959,349	-4.43%
August, 2020	\$	894,819	\$	962,190	7.53%	\$	962,190	\$	1,010,706	-4.80%
September, 2020	\$	874,213	\$	891,932	2.03%	\$	891,932	\$	979,720	-8.96%
October, 2020	\$	960,243	\$	941,516	-1.95%	\$	941,516	\$	1,069,791	-11.99%
November, 2020	\$	899,663	\$	891,495	-0.91%	\$	891,495	\$	998,743	-10.74%
December, 2020	\$	879,903	\$	928,333	5.50%	\$	928,333	\$	979,740	-5.25%
January, 2021	\$	917,206	\$	1,008,139	9.91%	\$	1,008,139	\$	1,030,659	-2.19%
February, 2021	\$	1,070,248	\$	1,019,403	-4.75%	\$	1,019,403	\$	1,200,270	-15.07%
March, 2021	\$	863,410	\$	910,587	5.46%	\$	910,587	\$	999,451	-8.89%
April, 2021	\$	830,642	\$	831,967	0.16%	\$	831,967	\$	969,102	-14.15%
May, 2021	\$	900,977	\$	1,079,167	19.78%	\$	1,079,167	\$	1,042,714	3.50%
June, 2021	\$	920,717	\$	1,065,538	15.73%	\$	1,065,538	\$	1,067,605	-0.19%
July, 2021	\$	895,069	\$	1,095,689	22.41%	\$	1,095,689	\$	1,000,121	9.56%
August, 2021	\$	957,588	\$	1,132,798	18.30%	\$	1,132,798	\$	1,053,661	7.51%
September, 2021	\$	917,223	\$	1,136,893	23.95%	\$	1,136,893	\$	1,021,359	11.31%
October, 2021	\$	1,010,759	\$	1,210,135	19.73%	\$	1,210,135	\$	1,115,135	8.52%
November, 2021	\$	948,691	\$	1,119,456	18.00%	\$	1,119,456	\$	1,040,965	7.54%
December, 2021	\$	920,518	\$	1,130,760	22.84%	\$	1,130,760	\$	1,013,343	11.59%
January, 2022	\$	998,331	\$	1,230,271	23.23%	\$	1,230,271	\$	1,102,008	11.64%
February, 2022	\$	980,297	\$	1,213,946	23.83%	\$	1,213,946	\$	1,165,061	4.20%
March, 2022	\$	928,933	\$	970,697	4.50%	\$	970,697	\$	1,065,470	-8.89%
April, 2022	\$	871,896	\$	1,060,932	21.68%	\$	1,060,932	\$	1,010,169	5.03%
May, 2022	\$	951,313	\$	1,178,672	23.90%	\$	1,178,672	\$	1,087,204	8.41%
June, 2022	\$	969,995	\$	1,214,394	25.20%	\$	1,214,394	\$	1,112,816	9.13%
July, 2022	\$	1,114,906	\$	1,109,525	-0.48%	\$	1,109,525	\$	1,042,609	6.42%
August, 2022	\$	1,190,415	\$	1,124,616	-5.53%	\$	1,124,616	\$	1,098,185	2.41%
September, 2022	\$	1,141,663	\$	1,191,139	4.33%	\$	1,191,139	\$	1,064,605	11.89%
October, 2022	\$	1,257,369	\$	1,230,985	-2.10%	\$	1,230,985	\$	1,162,421	5.90%
November, 2022	\$	1,179,941	\$	1,200,891	1.78%	\$	1,200,891	\$	1,085,194	10.66%
December, 2022	\$	1,153,281	\$	1,142,424	-0.94%	\$	1,142,424	\$	1,064,801	7.29%
January, 2023	\$	1,199,521	\$	1,224,668	2.10%	\$	1,224,668	\$	1,120,877	9.26%
February, 2023	\$	1,400,169	\$	1,233,845	-11.88%	\$	1,233,845	\$	1,305,103	-5.46%
March, 2023	\$	1,131,862	\$	1,023,557	-9.57%	\$	1,023,557	\$	1,085,841	-5.74%
<b>TOTAL</b>	<b>\$</b>	<b>76,735,490</b>	<b>\$</b>	<b>78,791,301</b>	<b>2.68%</b>	<b>\$</b>	<b>78,791,301</b>	<b>\$</b>	<b>82,494,136</b>	<b>-4.49%</b>

## NORMAN FORWARD SALES TAX FUND

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

5.0000%  
2.0000%

				D	E	F	G	H	I	I	K	L	M	N	O	P	Q	R	S		
Use Tax Growth Factor (FYE 2021 - FYE 2-31)				5.0000%																	
Sales Tax Growth Factor (FYE 2020-FYE 2031)				2.0000%																	
				FYE 16 ACTUAL	FYE 17 ACTUAL	FYE 18 ACTUAL	FYE 19 ACTUAL	FYE 20 ACTUAL	FYE 21 ACTUAL	FYE 22 ACTUAL	FYE 23 PROJECTED	FYE 24 PROJECTED	FYE 25 PROJECTED	FYE 26 PROJECTED	FYE 27 PROJECTED	FYE 28 PROJECTED	FYE 29 PROJECTED	FYE 30 PROJECTED	FYE 31 PROJECTED	TOTAL	
1 Beginning Fund Balance				\$0	\$42,568,850	\$68,812,899	\$54,059,452	\$44,634,680	\$38,479,004	\$65,775,649	\$62,695,703	\$33,581,748	\$14,067,314	\$13,847,196	\$16,477,639	\$19,439,060	\$20,796,259	\$23,987,904	\$24,982,557		
2																					
3 Revenues																					
4 Sales Tax				\$3,036,583	\$9,101,963	\$9,101,396	\$9,249,871	\$9,280,292	\$9,951,030	\$11,945,244	\$11,945,500	\$12,184,410	\$12,428,098	\$12,676,660	\$12,930,193	\$13,188,797	\$13,452,573	\$13,721,625	\$9,488,972	\$173,683,208	
5 Use Tax				157,660	\$535,679	\$710,671	\$946,909	\$1,046,880	\$1,496,071	\$1,749,400	\$1,920,980	\$2,017,029	\$2,117,880	\$2,223,774	\$2,334,963	\$2,451,711	\$2,574,297	\$2,703,012	\$2,838,162	\$27,825,080	
6 Interest/Investment Income				3,790	114,127	595,431	883,333	\$70,925	177,820	151,866	1,000,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000		
If: Trans - Parkland, Room Tax				0	0	0	0	150,000		3,801,683	\$ -										
If: Trans - Water Fd, UNP TIF Fund				0	0	0	0	\$4,419	4,776,381	380,559	\$ -										
If: Trans - General Fd									4,800,000	0	\$ -										
7 Donations/Other				0	0	8,500	0	\$2,979	\$ -	\$ 2,188,372	\$ 2,900,000	\$ 3,400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000		
8																					
9 Subtotal				\$3,198,033	\$9,751,769	\$10,415,998	\$11,080,113	\$11,155,495	\$21,201,302	\$20,217,124	\$17,766,480	\$17,626,439	\$14,970,979	\$15,325,435	\$15,690,157	\$16,065,509	\$16,451,870	\$16,849,636	\$12,752,134	\$230,518,472	
10 Bond Proceeds				\$43,160,000	\$0			0	\$22,250,000	0										\$96,360,000	
11 Total Revenue				\$46,358,033	\$40,701,769	\$10,415,998	\$11,080,113	\$11,155,495	\$43,451,302	\$20,217,124	\$17,766,480	\$17,626,439	\$14,970,979	\$15,325,435	\$15,690,157	\$16,065,509	\$16,451,870	\$16,849,636	\$12,752,134	\$326,878,472	
12 Expenditures																					
13 Norman Public Library - Central				2,475,149	3,125,305	11,766,247	5,802,804	19,004												\$35,021,027	
14 Norman Public Library - Central						0	6,077,613	5,562,600	61,036	31,269											
15 Norman Public Library - East				157,969	647,440	3,555,919	418,261													\$4,790,972	
16 Norman Public Library - East							6,895	4,488		3,333											
17 Westwood Pool Complex				268,880	7,708,839	3,980,989	78,574													\$11,763,799.84	
18 Westwood Pool Complex							118,367	\$8,141													
19 Park Development - Ruby Grant							360,669	3,347,014												\$ 6,243,471	
Park Development - Ruby Grant									2,535,788												
20 Park Development - Saxon									26,255				750,000	773,745	450,000					\$2,010,480	
21 Park Renovation - Existing Parks						481,971	225,658	491,041	352,363	193,210		650,000	650,000	650,000	650,000	1,000,000	1,156,000	-		\$6,500,243	
22 Park Renovation-New Neighborhood Parks					7,314		16,470	337,044	95,620	34,000					300,000	500,000	350,000	360,000		\$2,000,448	
23 Park Renovation - Andrews					0	99,099	1,900	323,382	1,011,482	22,289										1,470,152	
Park Renovation - Andrews										12,000											
24 Park Renovation - Tennis Center					248,742	42,608	471,378													\$1,801,277	
25 Park Renovation - Tennis Center							1,038,549														
26 Park Development - Trails								14,000	20,000	395,459						1,000,000	2,400,000	1,066,000		\$4,895,459	
27 Sports Complex - Reaves					88,720	180,419	111,659	377,300	2,451,666	4,602,616	2,477,904	1,652,752	1,680,000							13,806,749	
28 Sports Complex - Reaves							183,714														
29 Sports Complex - Football/Solthall						0	0	12,075			2,487,925									\$2,500,000	
30 Sports Complex - Griffin				171,280	105,855	636,406	91,979	1,243,675	707,270	1,373,859	3,607,176									14,000,000	
31 Sports Complex - Griffin					46,136		390,262		0					5,626,141	1,500,000						
32 Indoor Multi Sports Facility						0		191,717	1,343,539	1,247,246	7,434,791	5,626,141	1,500,000							\$11,717,293	
Indoor Multi Sports Facility										1,604,097	3,391,600	12,312,010								\$17,312,707	
33 Griffin Land Acquisition										80,000	100,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	1,520,000	\$2,420,000	
34 James Garner Avenue				8,930	73,114	804,111	59,791	22,918	73,674	123,858	3,768,108	576,326			80,000	80,000	80,000	80,000	80,000	0	
35 James Garner Avenue							612,586													6,323,858	
36 Indoor Aquatic Center						0	0	205,466	1,336,039	3,738,680	7,717,791	1,002,024								\$14,000,000	
37 Canadian River Park																		1,995,000		\$1,995,000	
38 Senior Center							0	127,648	227,723	961,570	4,800,000	1,500,000								\$7,616,941	
39 Traffic Improvements				0		0	0	0				500,000	500,000			500,000				\$2,700,000	
40 Debt Issuance Costs				457,432	423,835	0	0	0	314,825											\$1,196,072	
41 Subtotal				\$3,639,649	\$12,075,501	\$21,547,990	\$16,067,091	\$12,367,513	\$10,657,280	\$14,633,966	\$36,265,295	\$26,154,253	\$3,883,745	\$1,980,000	\$1,230,000	\$2,930,000	\$3,996,000	\$3,141,000	\$1,520,000	\$172,085,949	
42 2015 Note (Proceeds Spend Down)				Par Amount \$43,160,000	Issue Date 12/1/2015	Maturity Date 1/1/2029		\$7,459,339	\$11,698,235	\$21,066,019	\$7,006,307										
43 2017 Note (Proceeds Spend Down)				Par Amount \$30,950,000	Issue Date 5/1/2017	Maturity Date 7/1/2030			\$423,815	\$0	\$8,427,987	\$6,911,031	\$7,258,323								
44 2019 Note (Proceeds Spend Down)				Par Amount \$22,250,000	Issue Date 12/1/2017	Maturity Date 10/1/2030					\$0	\$314,825	\$3,738,680	\$17,194,471	1,002,024						
45 If: Trans - GF							15,000	139,328	187,695	349,828	451,670	473,504	496,429	520,500	545,775	572,314	600,180	629,439	660,161	\$5,641,823	
46 If: Trans - Public Art Fund					95,000	151,533	66,237					100,000	115,000	200,000	200,000	150,000	122,500			\$1,200,270	
47 Operating Expense - Indoor Aquatic Ctr													175,000	175,000	175,000	175,000	175,000	175,000	175,000	\$1,400,000	
48 Project Oversight Services																					
49 If: Trans - Westwood Fund				146,856	444,592	408,421	548,483	645,556	419,213	689,524	300,000	300,000	300,000							\$4,202,625	
50 Capital Equipment								35,000	35,000		35,000	35,000	35,000		35,000	35,000	35,000	35,000	35,000	125,000	\$455,004

**File Attachments for Item:**

6. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION. AMENDMENT, AND/OR POSTPONEMENT OF BID-2223-48: SUBMITTED BY BOB CUNNINGHAM, INC., FOR THE PURCHASE OF SCREENED TOPSOIL IN THE AMOUNT OF \$35.00 PER CUBIC YARD FOR THE LINE MAINTENANCE DIVISION



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** April 11, 2023

**REQUESTER:** Scott Aynes, Line Maintenance Manager

**PRESENTER:** Scott Aynes, Line Maintenance Manager

**ITEM TITLE:** CONSIDERATION OF AWARDDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2223-48: SUBMITTED BY BOB CUNNINGHAM, INC., FOR THE PURCHASE OF SCREENED TOPSOIL IN THE AMOUNT OF \$35.00 PER CUBIC YARD FOR THE LINE MAINTENANCE DIVISION

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### **BACKGROUND:**

The Line Maintenance Division has over 42,000 water meters to maintain and over 600 miles of water distribution lines to keep operational. Screened topsoil is used for installation and repair of water meters, repairing of water line breaks, and ground restoration after the repair. Each year, funds are allocated in the amount of \$16,695 for Const Mat-Rock and Sand (account 31955251-43303).

### **DISCUSSION:**

Bid 2223-48 provides for competitive bid on the subject materials. Publication of this contract ran two weeks consecutive in the Norman Transcript on January 27, 2023 and February 3, 2023. Bids were opened February 23, 2023. Bid packets were sent out to nine (9) vendors, with two (2) vendors submitting their sealed bid. The increase of price per cubic yard has increased by 6% over last year.

### **RECOMMENDATION:**

It is recommended that Bid 2223-48 be awarded to Bob Cunningham, Inc. for topsoil at the lowest and best bidder meeting specifications with a cost of \$35.00 per cubic yard.



LINE MAINTENANCE – TABULATION OF BIDS  
TOPSOIL  
BID 2223-48 FEBRUARY 23, 2023

*Item 6.*

[illegible]

**File Attachments for Item:**

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RATIFICATION OF THE DECLARATION OF AN EMERGENCY DUE TO A TORNADO ON FEBRUARY 27, 2023, AND REPAIRS DONE TO THE NORMAN POLICE FIRING RANGE AT 4328 SOUTH JENKINS AVENUE, WHICH WAS DAMAGED BY THE TORNADO ON FEBRUARY 27, 2023, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 4/11/2023

**REQUESTER:** Wade Thompson, Parks and Facilities Manager

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

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RATIFICATION OF THE DECLARATION OF AN EMERGENCY DUE TO A TORNADO ON FEBRUARY 27, 2023, AND REPAIRS DONE TO THE NORMAN POLICE FIRING RANGE AT 4328 SOUTH JENKINS AVENUE, WHICH WAS DAMAGED BY THE TORNADO ON FEBRUARY 27, 2023, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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### **BACKGROUND:**

On February 26, 2023, an EF-2 tornado touched down on the south side of Norman. The tornado significantly damaged the classroom building, range observation building, and covered shooting structure. The Classroom building and pistol range site are vital for the training purposes of the City of Norman Police Department.

### **DISCUSSION:**

On Monday, February 27, Facility Maintenance assessed the damage at the City of Norman Police Firing Range. The damage to the range site and facilities includes the classroom building. The classroom building had a portion of the roof and supporting structure torn from the building structure. The damaged interior included the sub-decking, trusses, HVAC, electrical lighting and outlets, information technology, security system, soffit and fascia, artwork, pergola, carpet, paint, and windows.

The two-story range observation building had the roof replaced. An engineer evaluation was needed because the torque on the building caused a slight movement to the roof structure. The covered firing structure was destroyed and unsalvageable and needed to be safely cleaned and hauled off. Several large trees were also twisted and uprooted. There was a forecast of heavy rainfall for the end of the week (0.7 of an inch was later recorded).

Cavins Construction and Environmental Group (CCEG), a Norman-based business, was called to survey the site, and assess the property for damage and the cost of immediate repairs. The Facility Maintenance Division's primary objective was to dry the entire section of the damaged

classroom building and protect it from incoming weather. Protecting the building would mitigate the repair cost increase for the City with water extraction and drywall damage.

The City of Norman's property/casualty insurance covers the facility at 4328 S Jenkins (after deductible). CCEG has turned over all documentation and billing to the insurance company. The insurance company is vetting all costs associated with the repairs to ensure the City is being charged fair market value for the work done to restore facilities at the City of Norman Police Firing Range to the condition it was in before the damage from the tornado.

An appropriation will be needed from the Risk Fund Balance to cover the repair costs until all insurance proceeds are received. The City received an advance insurance payment of \$100,000 on March 28, 2023. The City's deductible is \$50,000. The previously-mentioned insurance advance and future insurance payments will be recorded as revenue in the Risk Fund to partially offset the repair costs. In addition, a few other vendors performed services estimated to be a total of less than \$7,000 that will need to be paid as well.

**RECOMMENDATION No. 1:**

It is recommended that Council ratify staff actions to repair the damage at 4328 South Jenkins and the declaration of an emergency due to the tornado of February 27, 2023.

**RECOMMENDATION No. 2:**

It is recommended that Council appropriate \$211,500 from the Risk Management Fund balance (account 43-29000) to Miscellaneous Services – Uninsured Losses (account 43330104-44798) to pay known repair costs.

## INVOICE



1839 Atchison Drive  
 Norman, OK 73069  
 Phone: 405 573-3048, Fax: 405 579-4964

**DATE:** March 21, 2023

**INVOICE #:** 23-AH320

LIC #80000972

**Bill To:**

City of Norman - PD Firing Range  
 4328 S Jenkins Ave  
 Norman, OK

DESCRIPTION	AMOUNT
<b>GENERAL CONDITIONS:</b>	\$ 30,575.00
- Superintendent	
- Project Manager	
- Equipment Rental: Light tower/Generator	
- Dumpsters: General build back	
- Administrative Project Engineer	
- Daily Cleaning	
- Final Cleaning	
<b>ENGINEERING:</b>	\$ 1,760.00
- Checked framing and made adjustments between new system and old.	
- Checked 2-buildings for structural damage.	
<b>PAINTING:</b>	\$ 3,648.00
Power washed and painted the exterior of the building. We power washed to remove debris from the tornado, caulk, and repaint all fascia, soffit, siding.	
*excludes interior painting and painting the mural on the west side of the building.	
<b>INSULATION:</b>	\$ 5,024.43
Insulation Install:	
- Installed R-13 insulation in newly framed walls.	
- Installed R-30 insulation in newly framed ceiling.	
<b>SHEETROCK:</b>	\$ 5,999.99

**Sheetrock Install:**

- Installed 5/8" mold resistant sheetrock on first 4' from slab.
- Installed 5/8" fire resistant sheetrock to ceiling height, above mold resistant sheetrock.
- Installed 5/8" fire resistant sheetrock to make the ceiling.
- Mud, Tape, and Texture.

\*\* 5/8" mold resistant sheetrock must be used due to the location being in a 100 year flood plane.

**ROADSIDE CLEAN-UP:**

\$ 4,573.44

Roadside clean-up of trees and debris from tornado damage.

- Equipment rental
- Labor
- Flagging road

**INTERIOR PAINTING:**

\$ 7,141.76

Paint:

- 1 coat primer
- 2 coats paint (match existing)

**GUTTERS:**

\$ 1,392.35

Installed new 5" Ogee seamless gutters and downspouts.

\*Color will not match previous gutters 100%. Previous gutters had been painted when the building was painted.

**FLOORING:**

\$ 6,869.38

Demo:

- Removed existing VCT found under the carpet tiles in the offices.
- Removed existing VCT in the Armory Closet.

Carpet:

- Installed carpet in the Armory and Barker's office. (match close to existing)

VCT:

- Installed VCT in the Armory Closet.

Concrete:

- Polished and resealed concrete in the hallway.

### **ELECTRICAL:**

\$ 13,241.40

Electrical:

- Rewired West addition of the building to reflect the original wiring
- Installed new interior and exterior lighting (match as close to existing as possible).
- Made safe after the tornado.

**\*\*Exclusions:**

- Excludes all electrical not critical for the rewire of the West addition. ie. the classroom and bathrooms.
- Excludes all low voltage, fire, security, and I.T.

**\*\* Made all electrical up to the current electrical code.**

### **ROOFING:**

\$ 13,498.20

Roof replacement with Malarkey Legacy (Class IV) roof system in the color of Storm Gray.

### **FRAMING:**

\$ 47,022.96

Emergency framing job. We replaced all framing from CMU up in 3-days due to vault.

### **CONTENT CLEANING:**

\$ 9,701.05

Cleaning all contents affected by storm.

### **DEMO / DEBRIS CLEAN UP (INSIDE FENCE LINE ONLY):**

\$ 15,466.45

Storm clean up on fence and inside yard. Skilled labor needed due to safety issues.

### **HVAC**

\$ 4,344.00

Supply and installed 1-6" neck supply duct along with metal supply boot and white steel grill in each of the 2 offices. (2 total)

Supply and installed 2-6" neck supply ducts along with metal supply boots and white steel grills in the large room.

Supply and installed 1-8" neck return duct along with metal return boot in each of the 2 offices. (2 total)

Supply and installed 1-10" neck return duct along with metal return boot for the large room.

Supply and installed 3-12/12 filter return grills for each return boot installed.

Supply and installed 3-12/12 filters- 1 in each filter grill installed.

\*Excludes service or repair to existing hvac unit, service or repair to existing hvac duct, permits or inspections.

Subtotal:	\$	170,258.41
10% Overhead	\$	17,584.23
10% Profit	\$	17,584.23

**\*Payments are due by Friday at 5:00pm**

**Please make check out to:**

**Cavins Construction Group**



Cavins Construction Group, Inc.  
@CavinsConstructionGroup



This price is for cash, check, or Venmo payments only. If payment is via credit card, there will be an increase in price.

**TOTAL** \$ 205,426.87

Make all checks payable to Cavins Construction Group

Payment due upon receipt of invoice, a 2% fee will be charged if payment is not received by Friday at 5:00pm.

**THANK YOU FOR YOUR BUSINESS!**

**File Attachments for Item:**

8. AMENDMENT TWO TO CONTRACT K-1819-99: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND THE MCKINNEY PARTNERSHIP ARCHITECTS INCREASING THE CONTRACT IN AN AMOUNT NOT-TO-EXCEED \$187,500 FOR A REVISED CONTRACT AMOUNT OF \$1,688,242 FOR THE SECOND PHASE OF DESIGN SERVICES RELATED TO THE NORMAN MUNICIPAL COMPLEX RENOVATION PROJECT FOR BUILDING C, HUMAN RESOURCES AND INFORMATION TECHNOLOGY.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 04/11/2023

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** AMENDMENT TWO TO CONTRACT K-1819-99: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND THE MCKINNEY PARTNERSHIP ARCHITECTS INCREASING THE CONTRACT IN AN AMOUNT NOT-TO-EXCEED \$187,500 FOR A REVISED CONTRACT AMOUNT OF \$1,688,242 FOR THE SECOND PHASE OF DESIGN SERVICES RELATED TO THE NORMAN MUNICIPAL COMPLEX RENOVATION PROJECT FOR BUILDING C, HUMAN RESOURCES AND INFORMATION TECHNOLOGY.

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**BACKGROUND:**

City Council, in its meeting of January 22, 2019, approved Contract Number K-1819-99 with The McKinney Partnership Architects (McKinney), which provided for design services in the amount of \$215,000, including initial assessment and schematic design, related to the renovation of the Norman Municipal Complex as authorized by Norman voters as part of the 2008 General Obligation Bond (GOB) referendum. In addition to designing the facilities, the services included in the contract authorized the assessment of current needs of each primary department within the Municipal Complex. As part of the contract, McKinney was required to coordinate with the City to review the 2015 Updated Municipal Complex Study to provide an updated space utilization study and phased Master Plan including projected areas and proposed locations of each department, with a preliminary cost estimate.

After full assessment, an update of the Municipal Complex Space Utilization Study/Master Plan was presented to Council in a study session in September 2019. The overall scope of the project was expanded from \$11.2 million to \$16.4 million due to the additional modifications to the buildings not included in the 2008 study or 2015 update.

City Council, in its meeting of March 24, 2020, approved Amendment One to Contract K-1819-99, providing for architectural/design services for Phase One of the construction portion of the project, which included the Development Center ("Building D") and Municipal Court ("Building A") to be paid with funding from the 2008 GO Bond authorization. Additionally, Building 201 was also included in Phase One of the Municipal Complex construction, with funding allocated from the Capital Fund.



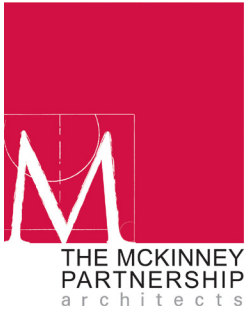
**DISCUSSION:**

Amendment No. Two to Contract K-1819-99 will provide for architectural/design services for Phase Two of the construction portion of the project including Human Resources/Information Technology and the Traffic Management Center ("Building C"), and is proposed to increase the contract by \$187,500 for an overall contract amount of \$1,259,500.

Funding for Amendment Two, Human Resources/IT ("Building C") is available in Municipal Complex Renovation/Expansion, Design (Account 50196644-46201; Project BG0075).

**RECOMMENDATION:**

It is staff's recommendation that City Council approve Amendment Two to Contract K-1819-99 with McKinney Partnership Architects to provide architectural services related to Phase Two of the construction portion of the Norman Municipal Complex Renovation Project.



August 21, 2022

Mrs. Brenda Hall  
City Clerk  
City of Norman  
201 West Gray Street  
Norman, OK 73070

Re: Proposal of Architectural Services  
Building C Renovations  
Norman, Oklahoma

Mrs. Hall:

We appreciate this opportunity to submit to the City of Norman our Proposal of Architectural Services relating to Building C Renovations. We propose the following Scope, Outline of Services, and Fee Structure for this work:

## **PROJECT UNDERSTANDING**

### **Proposed Scope**

Design of approximately 16,293 S.F. of renovations to Building C to be renamed Human Resources. The new Human Resources building will be comprised of Human Resources and Information Technology departments. The existing Printing Services space will remain in the building.

## **Article 1 BASE ARCHITECTURAL SERVICES**

### **Schematic Design**

1.01 Schematic Design was approved on 05/11/22 by the Owner.

## **Design Development**

- 1.02 Prepare Design Development Documents including Demo Plan, Floor Plan, Reflected Ceiling Plan and Interior Elevations.
- 1.03 Coordinate and provide Mechanical, Electrical and Plumbing Engineering and Structural Engineering.
- 1.04 Coordinate with Owner's Technology and ADA consultants.
- 1.05 Prepare preliminary interior finishes and light fixtures for review by City.
- 1.06 Issue 100% Design Development Documents to City and ADG for review and respond to review comments.
- 1.07 Issue 100% Design Development Documents to ADA consultant for review.
- 1.08 Issue 100% Design Development Documents to CM to be used to prepare 100% DD budget.

## **Construction Documents**

- 1.09 Prepare Construction Documents for permitting, bidding, and construction including but not limited to Demo Plan, Floor Plans, Reflected Ceiling Plan, Interior Elevations, Door and Window Details, Interior Finishes, Misc. Details, and Specifications.
- 1.10 Coordinate and provide Mechanical, Electrical and Plumbing Engineering and Structural Engineering.
- 1.11 Coordinate with Owner's Technology and ADA consultants.
- 1.12 Issue 65% Construction Documents to City and ADG for review and respond to review comments.
- 1.13 Issue 65% Construction Documents to ADA consultant for review.
- 1.14 Issue 65% Construction Documents to CM to be used to prepare 65% CD budget.
- 1.15 Submit final documents to City of Norman for permitting and incorporate any comments as required for approval and issuance of building permit.

## **Bidding and Negotiations**

- 1.16 Assist the City of Norman in issuance of plans to CM for bidding.
- 1.17 Respond to Requests for Information (RFIs) and issue Addenda as required during bidding.

- 1.18 Attend bid opening, review bids and CM's Guaranteed Maximum Price (GMP).

### **Construction Observation**

- 1.19 Respond to RFIs from CM and render decisions relating to matters of compliance or interpretation of the documents in conjunction with the City of Norman.
- 1.20 Review of Shop Drawings and Submittals.
- 1.21 Review the construction at intervals required for life safety and code compliance estimated at two (2) site visits per month and two (2) Owner/Architect/Contractor meetings per month.
- 1.22 Preparation and distribution of written field reports and photo-documentation of each site visit.
- 1.23 Conduct final Punch List inspection with City of Norman and CM. Conduct final inspection to verify satisfactory completion of the work.
- 1.24 Review CM's Change Order Requests (CORs) and issue Change Orders and Work Directives during construction as required.
- 1.25 Issue Certificate of Substantial Completion.
- 1.26 Conduct 11-month post-completion inspection of the work prior to CM's 12-month warranty expiration for each building Phase.

### **Article 2 OWNER RESPONSIBILITIES:**

- 2.01 Provide programming requirements and information relating to current and projected municipal departmental needs including areas, staffing projections, uses, adjacencies and current operations.
- 2.02 Security Design (Electrical engineer will provide power and pathway to doors with access control. Access control equipment, wiring, and installation by City's vendor-Convergint).
- 2.03 Low Voltage Design (Electrical engineer will provide empty j-box with ¾" empty conduit and pull string stubbed above ceiling. Low voltage equipment, wiring, connections, and testing by City's required vendor-Trans-Tel).
- 2.04 A/V Design (Training Room, HR Conference Room, IT Conference Rooms and Waiting Room).

Proposal of Architectural Services – Building C Renovations  
 August 19, 2022  
 Page 4 of 6

- 2.05 ADA Consultant to review design drawings for ADA compliance at various stages.
- 2.06 Building Permit fees.
- 2.07 Special Inspection fees (if required).
- 2.08 Review documents as needed to convey changes and instructions to the Architect.
- 2.09 Provide written approval at all stages of the project.

### **Article 3      ADDITIONAL SERVICES:**

- 3.01 Changes or Value Engineering in the project at the Owner's request after previous phases have been approved by the Owner when such changes require additional work by the Architect or their Consultants.
- 3.02 3-D renderings.
- 3.03 Signage design.
- 3.04 Additional construction observation required beyond the contracted completion due to no fault of the Architect. Architect shall invoice the Owner who should recover any additional costs from the Contractor.
- 3.05 As-built verification after construction is completed.
- 3.06 LEED certification.
- 3.07 Life-cycle costs.
- 3.08 Detailed cost estimates or opinions of probable costs.

### **Article 4      ARCHITECTURAL FEES**

- 4.01 Architectural Fee for Basic Services shall be a lump sum fee of \$175,125.00 for Building C Renovations less the Schematic Design Fee that was completed and paid for under the original scope of work. Refer detailed fee breakdown below:

7.5% of \$2,500,000.00 construction budget	\$187,500.00
Schematic Design Fee previously invoiced	\$ 12,375.00
Fee	\$175,125.00

- 4.02 Fees for Additional Services shall be billed hourly at the rates listed in Attachment "A".

Proposal of Architectural Services – Building C Renovations  
August 19, 2022  
Page 5 of 6

Item 8.

- 4.03 Should the scope or design change after previous approvals have been granted, fees shall be adjusted for any additional work required by the Architect or its consultants.

## **Article 5 ARCHITECTURAL FEE PAYMENT**

- 5.01 Fees for Basic Services shall be billed monthly based on the percentage of completion and shall be due and payable within thirty days of date of invoice.
- 5.02 Fees for Additional Services shall be billed hourly at the rates listed in Attachment "A" in addition to fees noted in Article 5.01 or at a negotiated lump sum fee.
- 5.03 Should the Project be canceled prior to completion, only the fees for services performed and reimbursable expenses accrued up to the time of Architect's receipt of written notice to cease work shall be due and payable.
- 5.04 Reimbursable Expenses and expenses pertaining to Additional Services shall be submitted in addition to the invoices for Basic Services.

## **Article 6 REIMBURSABLE EXPENSES**

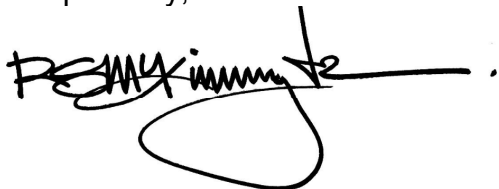
Reimbursable expenses shall be billed at one point one (1.1) times our cost in addition to the progress fee billings and include but are not necessarily limited to the following:

- 6.01 Cost of reproduction (prints, CAD plots and photocopies) as required to perform services. Cost of bid documents will be paid by contractors.
- 6.02 Mileage at current IRS rates.
- 6.03 Expenses of overtime work (1.5 times base hourly rate) if required and authorized in advance by the Owner.

If you have any questions, please advise. If this Proposal meets with your approval, please execute and return one copy our records.

We appreciate this opportunity to be of continued service to the City of Norman and look forward to assisting you with this project.

Respectfully,



Richard S. McKinney, Jr., AIA  
President

Proposal of Architectural Services – Building C Renovations

August 19, 2022

Page 6 of 6

Item 8.

Encl: TMP Hourly Billing Rates

ATTEST:



Corporate Secretary, The McKinney Partnership Architects, P.C.

**THE CITY OF NORMAN, OKLAHOMA (“CITY”)**

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Attorney

**ATTACHMENT A****THE MCKINNEY PARTNERSHIP ARCHITECTS  
STANDARD HOURLY BILLING RATES**

Principal	\$ 200.00
Senior Architect	\$ 180.00
Project Architect	\$ 110.00
Project Staff	\$ 80.00
Project Support Staff	\$ 70.00
Administrative Staff	\$ 75.00
Clerical	\$ 50.00

Hourly rates may be adjusted without notice based upon annual employee reviews and salary adjustments.



**File Attachments for Item:**

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-86: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MATTHEWS TRENCHING COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$22,811 FOR A REVISED CONTRACT AMOUNT OF \$822,441 AND ADDING 139 CALENDAR DAYS TO THE CONTRACT FOR THE 36TH AVENUE N.W. WATER LINE PROJECT, PHASE 2, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$78,386.75.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 04/11/2023

**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 CHANGE ORDER NO. ONE TO CONTRACT K-2122-86: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MATTHEWS TRENCHING COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$22,811 FOR A REVISED CONTRACT AMOUNT OF \$822,441 AND ADDING 139 CALENDAR DAYS TO THE CONTRACT FOR THE 36TH AVENUE N.W. WATER LINE PROJECT, PHASE 2, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$78,386.75.

### **BACKGROUND:**

On August 28, 2012, the citizens of Norman voted in favor of a General Obligation Bond Issue to finance the local share of eight transportation/stormwater improvement projects. One of the eight 2012 bond projects is the 36th Avenue Northwest Bond Project between Tecumseh Road and Indian Hills Road (please see the attached location map showing the project boundaries).

On November 22, 2011, the Norman City Council approved Programming Resolution R-1112-64, requesting federal funds for the 36<sup>th</sup> Avenue Northwest Bond Project. This resolution states the City's commitment to adhere to the terms and conditions of a federally funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, estimated at \$11,500,000, and administration of the construction with the matching share from the City of Norman.

On April 9, 2013, City Council approved engineering services Contract K-1213-170 with the engineering firm of CP&Y in the amount of \$703,878.50 to design 36<sup>th</sup> Avenue Northwest Bond project from Tecumseh Road to Indian Hills Road.

On June 26, 2018, City Council approved Resolution R-1819-12 declaring the 36<sup>th</sup> Avenue Northwest Project a recoupment project.

Proposed improvements for the 36<sup>th</sup> Avenue Northwest Bond Project include:

1. Widen two miles of roadway from two lanes to four lanes
2. New traffic signals at 36<sup>th</sup> Avenue Northwest and Franklin Road and 36<sup>th</sup> Avenue Northwest and Indian Hills Road
3. Interconnect signals between Tecumseh Road and Indian Hills Road
4. Dedicated left turn lanes at All Saints Catholic School
5. Fifth lane north of Indian Hills Road to Market Place
6. Storm water improvements
7. Continuous sidewalks along both sides of the roadway with the 10 foot wide legacy trail from Tecumseh Road to Franklin Road on the east side
8. Bicycling facilities as listed in the Norman Bike Plan

On February 26, 2019, City Council approved Authorization for Expenditure No. One to Contract K-1314-102 with Smith-Roberts Land Services, Inc., for the 36<sup>th</sup> Avenue Northwest Bond Project – Phase 1, in the amount of \$54,324 for right of way acquisition services.

On May 28, 2019, City Council approved Amendment No. One to Contract K-1213-170 for engineering design of the 36<sup>th</sup> Avenue Northwest Widening Bond Project from Tecumseh Road to Market Place, with CP&Y, Inc., in the amount of \$193,895.

On February 11, 2020, City Council accepted the last of the easements from ten (10) parcels required for construction of Phase 1 of the project.

On October 13, 2020, City Council Awarded Contract K-2021-41 to W.E.B. Construction Inc., in the amount of \$184,684 for construction of the 36<sup>th</sup> Avenue NW Phase 1 Waterline Relocations project.

On August 10, 2021, City Council accepted the project with a final payment to W.E.B. Construction Inc., in the amount of \$182,409.50.

On March 8, 2022, City Council awarded Contract K-2122-86 to Matthews Trenching Co., Inc., in the amount of \$799,630 for construction of the 36<sup>th</sup> Avenue NW Phase 2 Waterline Relocation project.

### **DISCUSSION:**

As of March 3, 2023, Matthews Trenching had completed all work associated with the 36<sup>th</sup> Avenue NW Phase 2 Waterline Relocation project. At that time, City staff and Matthews, worked together to determine final field quantities for the project.

Change Order No. One modifies the existing construction contract with Matthews Trenching Company for the 36<sup>th</sup> Avenue NW Phase 2 Waterline Relocation project, to account for differences in the original contract quantities and final as-built quantities. Major items for which quantities changed included additional 12" PVC Pipe required to extend a water line to avoid other utilities, additional wet connections to facilitate shorter shutdowns, and replacement of solid slab sod with hydro seeding to account for a larger than estimated disturbed area while controlling costs. The remainder of the changes were due to minor field adjustments to fittings and valves, etc.

The total cost of Change Order No. One is \$22,811 or 2.85% of the original contract. This would bring the overall contract amount to \$822,441. Funding for this change order is available in the 36th Avenue Northwest Bond Project, Utilities (Account 50595552-46701; Project BP0197).

This change order also increases the contract time by 139 calendar days due to delays caused by weather, project-sequencing concerns regarding shutdown periods, changes to the design to avoid other utilities and water disinfection and testing delays.

The City will issue a final payment, including retainage, of \$78,386.75, upon final acceptance of the project by City Council. At that time, maintenance bonds associated with the contract will go into effect.

**RECOMMENDATION 1:**

Staff recommends approval of Change Order No. One for the 36<sup>th</sup> Avenue NW Phase 2 Waterline Relocation Project, Contract K-2122-86 with Matthews Trenching Co., Inc. of Oklahoma City, Oklahoma in the amount of \$22,811.

**RECOMMENDATION 2:**

Staff recommends final acceptance of the 36<sup>th</sup> Avenue NW Phase 2 Water Line Relocation Project, Contract K-2122-86.

CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1 (Final)DATE: April 11, 2023CONTRACT NO.: K-2122-86SUBMITTED BY: Paul D'AndreaPROJECT: 36<sup>th</sup> Avenue NW Phase 2 Waterline Relocation

CONTRACTOR: Matthews Trenching Co., Inc.  
919 S Fairmont Avenue  
Oklahoma City, Oklahoma 73129

Original Completion Date: October 15, 2022Previous Completion Date: October 15, 2022 ORIGINAL CONTRACT AMOUNT \$ 799,630.00(Increase) this change order 139 Calendar daysNew Completion Date: March 3, 2023 PRESENT CONTRACT AMOUNT \$ 799,630.00

DESCRIPTION	DECREASE	INCREASE
Change in Pay Quantities	\$15,675.00	\$38,486.00

NET CHANGE \$22,811.00REVISED CONTRACT AMOUNT \$822,441.00

See Detailed Quantity Change Summary Below

ITEM NO.	DESCRIPTION	UNIT	UNIT CHANGE	UNIT PRICE	INCREASE	DECREASE
3	12" DIA. C900 PVC PIPE (DR 18)	LF	14.00	\$ 90.00	\$ 1,260.00	\$ -
4	6"x22.5" BEND	EA	(1.00)	\$ 525.00	\$ -	\$ (525.00)
5	6"x45" BEND	EA	2.00	\$ 525.00	\$ 1,050.00	\$ -
9	6" WET CONNECTION	EA	3.00	\$ 3,500.00	\$ 10,500.00	\$ -
11	12" WET CONNECTION	EA	1.00	\$ 4,000.00	\$ 4,000.00	\$ -
12	6" GATE VALVE & BOX	EA	(1.00)	\$ 1,200.00	\$ -	\$ (1,200.00)
26	1" WATER METER CONNECTION	EA	(1.00)	\$ 3,000.00	\$ -	\$ (3,000.00)
37	SOLID SLAB SOD	SY	(1,460.00)	\$ 7.50	\$ -	\$ (10,950.00)
CO1	HYDROSEEDING	LS	1.00	\$ 21,676.00	\$ 21,676.00	\$ -
Totals					\$ 38,486.00	\$ (15,675.00)
Difference					\$	22,811.00

CONTRACTOR: Gary L. Mathews

DATE: 4-7-23

ENGINEER: Paul D. Dyer

DATE: 4-7-23

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

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

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

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

## APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER  
Norman Public Works  
201 W. Gray, Bldg A  
Norman, OK 73069  
Via Email to paul.dandrea@normanok.gov

PROJECT: 36th Ave NW Water  
BP-0197

APPLICATION NO. 7 Final Distribution to.  
APPLICATION DATE 3/21/2023 ☐ OWNER  
PERIOD TO: 3/20/2023 ☐ ENGINEER  
PROJECT NO. MTCI #854 ☐ CONTRACTOR

## FROM CONTRACTOR:

Matthews Trenching Company, Inc.

P.O. Box 15479

Oklahoma City, Ok. 73155

CONTRACT FOR: Underground Utilities

CONTRACT DATE: March 8, 2022

## 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

1. ORIGINAL CONTRACT SUM	\$	799,630.00
2. Net change by Change Orders	\$	22,811.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	822,441.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	822,441.00
5. RETAINAGE:		
a. 0 % of Completed Work	\$	0.00
b. 0 % of Stored Material (Column I on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	822,441.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	744,054.25
8. CURRENT PAYMENT DUE	\$	78,386.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CONTRACTOR: Matthews Trenching Company, Inc.


By:  Date: 3/21/2023

State of: Oklahoma  
Subscribed and sworn to before me this 21st day of March 2023  
Notary Public:   
My Commission expires 3-19-24  
COUNTY OF Oklahoma  
CINDY L. MORGAN  
Notary Public  
State of Oklahoma  
My Commission No. 014092654 Exp. 03/19/24

## 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 \$ 78,386.75

(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:  Date: 3-22-23

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this Month	\$22,811.00	\$0.00
TOTALS	\$22,811.00	\$0.00
NET CHANGES by Change Order	\$0.00	

Pay Application : 7 Final  
 Date: 3/21/2023  
 Project Nos: BP-0197

36th Ave NW Water Relocation  
 BP-0197

REMIT TO: Matthews Trenching Co., Inc  
 PO Box 15479  
 Oklahoma City, OK 73155

		PLAN QUANTITIES				WORK COMPLETED				STORED MTRLS.		SUMMARY	
Item #	Description	Unit	Unit Price	Estimated Quantity	Total Estimated Price	Prev Qty (Last Claim)	This Est	Total Qty To Date	Percent Comp. To Date	\$ Earned To Date	Total Stored Material Costs	Total Completed and Stored	Percent Completed and Stored
1	6" C900	LF	\$ 50.00	885	\$ 44,250.00	885.00		885.00	100.00%	\$ 44,250.00	\$ -	\$ 44,250.00	100.00%
2	8" C900	LF	\$ 60.00	4514	\$ 270,840.00	4,514.00		4,514.00	100.00%	\$ 270,840.00	\$ -	\$ 270,840.00	100.00%
3	12" C900	LF	\$ 90.00	6	\$ 540.00	20.00		20.00	333.33%	\$ 1,800.00	\$ -	\$ 1,800.00	333.33%
4	6" X 22.5 BEND	EA	\$ 525.00	2	\$ 1,050.00	1.00		1.00	50.00%	\$ 525.00	\$ -	\$ 525.00	50.00%
5	6" X 45° BEND	EA	\$ 525.00	26	\$ 13,650.00	28.00		28.00	107.69%	\$ 14,700.00	\$ -	\$ 14,700.00	107.69%
6	8" X 11.25 BEND	EA	\$ 710.00	2	\$ 1,460.00	2.00		2.00	100.00%	\$ 1,460.00	\$ -	\$ 1,460.00	100.00%
7	8" X 45° BEND	EA	\$ 775.00	14	\$ 10,850.00	14.00		14.00	100.00%	\$ 10,850.00	\$ -	\$ 10,850.00	100.00%
8	12" X 90° BEND	EA	\$ 1,600.00	1	\$ 1,600.00	1.00		1.00	100.00%	\$ 1,600.00	\$ -	\$ 1,600.00	100.00%
9	6" WET CONNECTION	EA	\$ 1,500.00	5	\$ 17,500.00	5.00	3.00	8.00	160.00%	\$ 28,000.00	\$ -	\$ 28,000.00	160.00%
10	8" WET CONNECTION	EA	\$ 3,750.00	1	\$ 3,750.00	1.00		1.00	100.00%	\$ 3,750.00	\$ -	\$ 3,750.00	100.00%
11	12" WET CONNECTION	EA	\$ 4,000.00	2	\$ 8,000.00	2.00	1.00	3.00	150.00%	\$ 12,000.00	\$ -	\$ 12,000.00	150.00%
12	6" GATE VALVE & BOX	EA	\$ 1,200.00	6	\$ 7,200.00	5.00		5.00	83.33%	\$ 6,000.00	\$ -	\$ 6,000.00	83.33%
13	8" GATE VALVE & BOX	EA	\$ 2,000.00	19	\$ 38,000.00	19.00		19.00	100.00%	\$ 38,000.00	\$ -	\$ 38,000.00	100.00%
14	12" GATE VALVE & BOX	EA	\$ 3,000.00	2	\$ 6,000.00	2.00		2.00	100.00%	\$ 6,000.00	\$ -	\$ 6,000.00	100.00%
15	6" PLUG	EA	\$ 210.00	8	\$ 2,000.00		8.00	8.00	100.00%	\$ 2,000.00	\$ -	\$ 2,000.00	100.00%
16	8" PLUG	EA	\$ 1,300.00	4	\$ 1,300.00	2.00	2.00	4.00	100.00%	\$ 1,300.00	\$ -	\$ 1,300.00	100.00%
17	12" X 8" REDUCER	EA	\$ 1,000.00	1	\$ 1,000.00	1.00		1.00	100.00%	\$ 1,000.00	\$ -	\$ 1,000.00	100.00%
18	8" X 6" TEE	EA	\$ 1,100.00	5	\$ 5,500.00	6.00	-1.00	5.00	100.00%	\$ 5,500.00	\$ -	\$ 5,500.00	100.00%
19	8" X 8" TEE	EA	\$ 1,275.00	2	\$ 2,550.00	2.00		2.00	100.00%	\$ 2,550.00	\$ -	\$ 2,550.00	100.00%
20	12" X 12" TEE	EA	\$ 2,350.00	1	\$ 2,350.00	1.00		1.00	100.00%	\$ 2,350.00	\$ -	\$ 2,350.00	100.00%
21	24" X 6" TAP SLEEVE	EA	\$ 5,750.00	1	\$ 5,750.00	1.00		1.00	100.00%	\$ 5,750.00	\$ -	\$ 5,750.00	100.00%
22	6" TAP VALVE & BOX	EA	\$ 1,250.00	1	\$ 1,250.00	1.00		1.00	100.00%	\$ 1,250.00	\$ -	\$ 1,250.00	100.00%
23	FIRE HYDRANT ASSEMBLY	EA	\$ 5,000.00	16	\$ 80,000.00	16.00		16.00	100.00%	\$ 80,000.00	\$ -	\$ 80,000.00	100.00%
24	FIRE HYDRANT REMOVAL	EA	\$ 1,210.00	7	\$ 8,750.00	7.00		7.00	100.00%	\$ 8,750.00	\$ -	\$ 8,750.00	100.00%
25	REM & RESET MAN BOX	EA	\$ 2,500.00	1	\$ 2,500.00	1.00		1.00	100.00%	\$ 2,500.00	\$ -	\$ 2,500.00	100.00%
26	1" METER CONNECT	EA	\$ 3,000.00	11	\$ 33,000.00	11.00	-1.00	10.00	90.91%	\$ 30,000.00	\$ -	\$ 30,000.00	90.91%
27	WATER METER RELOCATE	EA	\$ 3,500.00	1	\$ 3,500.00	1.00		1.00	100.00%	\$ 3,500.00	\$ -	\$ 3,500.00	100.00%
28	JACK, BORE OR TUNNEL PIPE CASE FOR 8"	LF	\$ 175.00	214	\$ 87,750.00	234.00		234.00	100.00%	\$ 87,750.00	\$ -	\$ 87,750.00	100.00%
29	REM & REP EXISTING ASPH	SY	\$ 165.00	76	\$ 12,540.00	76.00		76.00	100.00%	\$ 12,540.00	\$ -	\$ 12,540.00	100.00%
30	REM & REP EXISTING CONCRETE	SY	\$ 195.00	50	\$ 9,750.00	50.00		50.00	100.00%	\$ 9,750.00	\$ -	\$ 9,750.00	100.00%
31	TRAFFIC BOUND SURFACE COURSE TYPE C	TON	\$ 45.00	100	\$ 4,500.00		100.00	100.00	100.00%	\$ 4,500.00	\$ -	\$ 4,500.00	100.00%
32	PRESSURE TEST & DECHLOR.	LS	\$ 10,000.00	1	\$ 10,000.00	1.00		1.00	100.00%	\$ 10,000.00	\$ -	\$ 10,000.00	100.00%
33	STAKING & SURVEY	LS	\$ 20,000.00	1	\$ 20,000.00	1.00		1.00	100.00%	\$ 20,000.00	\$ -	\$ 20,000.00	100.00%
34	TRAFFIC CONTROL	LS	\$ 25,000.00	1	\$ 25,000.00	1.00		1.00	100.00%	\$ 25,000.00	\$ -	\$ 25,000.00	100.00%
35	TEMP EROSION CONTROL	LS	\$ 5,000.00	1	\$ 5,000.00	1.00		1.00	100.00%	\$ 5,000.00	\$ -	\$ 5,000.00	100.00%
36	MOBILIZATION & INSURANCE	LS	\$ 40,000.00	1	\$ 40,000.00	1.00		1.00	100.00%	\$ 40,000.00	\$ -	\$ 40,000.00	100.00%
37	SOLID SLAB SOID	LS	\$ 7.50	1460	\$ 10,950.00					\$ -	\$ -	\$ -	
38					\$ -					\$ -	\$ -	\$ -	
39	Change Under #1 Seeding	LS	\$ 21,676.00	1	\$ 21,676.00		1.00	1.00	100.00%	\$ 21,676.00	\$ -	\$ 21,676.00	100.00%
40					\$ -					\$ -	\$ -	\$ -	
41					\$ -					\$ -	\$ -	\$ -	
42					\$ -					\$ -	\$ -	\$ -	
43					\$ -					\$ -	\$ -	\$ -	
44					\$ -					\$ -	\$ -	\$ -	
45					\$ -					\$ -	\$ -	\$ -	
46					\$ -					\$ -	\$ -	\$ -	
TOTAL					\$ 821,306.00					\$ 822,441.00	\$ -	\$ 822,441.00	100.00%



**CITY OF NORMAN**  
Purchasing Division  
Post Office Box 370  
Norman, Oklahoma 73070

**AFFIDAVIT**

State of Oklahoma ) P. O. No. \_\_\_\_\_  
County of Oklahoma ) Invoice No. 7 Fina  
Amount \$78,386.75

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

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

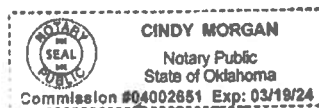
Matthews Trenching Co., Inc.

Company Name

*[Signature]*

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

Subscribed and sworn to before me this 21st day of March, 2023



My Commission expires 3-19-24

*Cindy Morgan*  
Notary Public (or Officer having power to Administer Oaths)

Norman City Limits

Indian Hills Road

PHASE 2

Franklin Road

Ruby Grant Park

PHASE 1

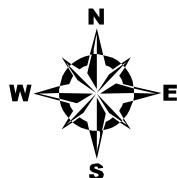
Tecumseh Road

36th Avenue NW

## 36th Avenue NW from Tecumseh to Indian Hills Road



Map Produced by the City of Norman  
Geographic Information System.  
(405) 366-5316  
The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.



March 19, 2013

0 1,000 2,000 Ft.

 New Traffic Signal

 Project Location

**File Attachments for Item:**

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2122-97: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS L.L.C., FOR THE CHERRY CREEK PARK PLAYGROUND PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$11,900.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 4/11/2023

**REQUESTER:** Bethany Grissom, Park Planner

**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-2122-97: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS L.L.C., FOR THE CHERRY CREEK PARK PLAYGROUND PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$11,900.

### BACKGROUND:

In October 2015, Norman residents passed the Norman Forward Initiative, which funds various projects through a ½ % sales tax increase over 15 years. Included in the Norman Forward Initiative is a project to improve all of the City's neighborhood parks. The funds for this project are "pay-go," meaning that Parks staff can only do a few park projects per year as the funds from the sales tax are collected. Knowing this, Park Development staff worked to identify criteria to determine which parks had the highest level of needs to bring them up to the standards expected in the City's public parks. The overall NORMAN FORWARD Neighborhood Park Improvement plan was presented to the Board of Park Commissioners in March 2017; and then to the City Council in May 2017 for approval of the program to spend the first five years of funding. After completing the renovation projects at the City's four highest-needs parks in the first four years of the program, Cherry Creek Park was identified as the next park for playground and park improvements. The Cherry Creek Park improvements include a significant playground replacement with synthetic grass safety surfacing.

### DISCUSSION:

On February 22, 2022, City Council approved Contract Number K-2122-97 for the NORMAN FORWARD Neighborhood Park Improvement Plan to Happy Playgrounds L.L.C., in the amount of \$200,000. The work included the installation of a modular play unit, stand-alone play components, synthetic grass safety surfacing, and a large shade structure. Four partial payments were made during the construction process.

On April 5, 2023, Parks and Recreation Staff inspected the project at Cherry Creek Park and found it complete as per specifications.

**RECOMMENDATION:**

It is recommended that City Council accept the NORMAN FORWARD Neighborhood Park Improvement Cherry Creek Park Playground Project as complete and approve payment in the amount of \$11,900 to Happy Playgrounds L.L.C. Funding is available in the Norman Forward Neighborhood Park Improvements Project, Construction (account 51798830-46101; project NFP101).

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2

PAGES

Item 10.

## TO OWNER:

City of Norman  
201 W. Gray St.  
Norman, OK 73069

## PROJECT:

Cherry Creek Park

## APPLICATION NO:

5

## Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

## FROM CONTRACTOR:

Happy Playgrounds, LLC  
8601 S. Oxford Ave.  
Tulsa, OK 74137

## VIA ARCHITECT:

PERIOD TO: 3/31/2023

## PROJECT NOS:

CONTRACT FOR: New Playground-Cherry Creek Park

CONTRACT DATE: 02/22/2022

## 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.

1. ORIGINAL CONTRACT SUM	\$	200,000.00
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	200,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	200,000.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	0.00
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	200,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	188,100.00
8. CURRENT PAYMENT DUE	\$	11,900.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		\$0.00
NET CHANGES by Change Order	\$0.00	

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:

By:  Kyle Collins  Date:  4/5/23

State of: Oklahoma County of: Tulsa  
Subscribed and sworn to before me this  5th  day of  April 2023   
Notary Public:  Brian J. Collins   
My Commission expires:  7-9-26

## ARCHITECT'S CERTIFICATE FOR PAYMENT

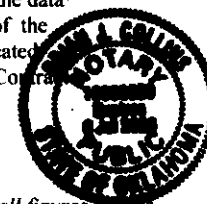
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with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

AMOUNT CERTIFIED ..... \$

(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:

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

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.



**File Attachments for Item:**

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2223-  
8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CIMARRON  
CONSTRUCTION COMPANY DECREASING THE CONTRACT BY \$114,271.75 FOR  
A REVISED CONTRACT AMOUNT OF \$394,332.25 FOR THE FYE 2023 BRIDGE  
MAINTENANCE PROGRAM, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL  
PAYMENT IN THE AMOUNT OF \$19,716.61.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 04/11/2023

**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. TWO TO CONTRACT K-2223-8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CIMARRON CONSTRUCTION COMPANY DECREASING THE CONTRACT BY \$114,271.75 FOR A REVISED CONTRACT AMOUNT OF \$394,332.25 FOR THE FYE 2023 BRIDGE MAINTENANCE PROGRAM, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$19,716.61.

### **BACKGROUND:**

The Oklahoma Department of Transportation (ODOT) is tasked by the Federal Highway Administration (FHWA) to perform Bridge Safety Inspections for all publicly owned structures greater than 20 feet in length. Inspections are performed at least once every two years to identify any critical findings, document the bridge condition and make repair recommendations if necessary. The City of Norman currently has 75 bridges requiring inspection per FHWA criteria.

On October 26, 2021, City Council approved Resolution R-2122-45, selecting H.W. Lochner, Inc. as the City of Norman's appointed Bridge Inspection Consultant to the Oklahoma Department of Transportation for compliance with the National Bridge Inspection Standards.

H.W. Lochner completed the required Bridge Safety Inspections in December 2021, and provided the inspection reports to city staff. Data obtained from the Bridge Safety Inspections were used to identify bridges that are in need of rehabilitation, maintenance, and/or replacement.

The 2021 Bridge Safety Inspection results identified 4 structurally deficient bridges, 8 functionally obsolete bridges, and 14 bridges at risk of becoming structurally deficient. Based on this data, city staff identified and ranked bridges in need of maintenance activities. This project will perform the identified maintenance activities on ten (10) bridges within the city limits that are deemed to be our highest priorities for maintenance as listed below:

- NBI No. 07175 – E. Stella Rd. (0.3 miles west of 144<sup>th</sup> Ave. NE)
- NBI No. 25114 – E. Alameda St. (0.1 miles west of S. Carter Ave.)
- NBI No. 25115 – E. Alameda St. (20 feet east of S. Carter Ave.)
- NBI No. 20609 – Franklin Rd. (0.8 miles east of Indian Meridian Ave.)



NBI No. 28824 – 36<sup>th</sup> Ave. NW (0.6 miles south of W. Robinson St.)  
 NBI No. 12331 – E. Brooks St (300 feet east of Oklahoma Ave.)  
 NBI No. 10884 – 72<sup>nd</sup> Ave. SE (0.1 miles south of Cedar Lane Rd.)  
 NBI No. 20084 – Crossroads Blvd. (0.2 miles east of 36<sup>th</sup> Ave. NW)  
 NBI No. 10269 – 156<sup>th</sup> Ave. NE (0.3 miles south of Franklin Rd.)  
 NBI No. 19348 – Franklin Rd. (0.2 miles west of 72<sup>nd</sup> Ave. NE)

On August 23, 2022, City Council approved Contract K-2223-8 with Cimarron Construction Co., in the amount of \$424,424 to perform maintenance activities on the aforementioned bridge locations as part of the City's annual Bridge Maintenance Program.

On January 10, 2023, City Council approved Change Order No. 1 to Contract K-2223-8 with Cimarron Construction Co., in the amount of \$84,180 and added three (3) new pay items for additional maintenance activities to Bridge NBI No. 20084 located on Crossroads Boulevard.

### **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-two (22) bid items associated with the original bid and three (3) items associated with Change Order No. 1, nineteen (19) items have a quantity change. Four (4) quantity changes resulted in increased cost, while fifteen (15) quantity changes resulted in decreased cost for an overall decrease of \$114,271.75 or 22%. If approved, the overall contract will decrease from \$508,604 to \$394,332.25. Please see the attached Change Order No. 2 for a complete list of proposed bid item cost increases and decreases.

The Bridge Maintenance Program is being recorded in Project TC0254.

### **RECOMMENDATION 1:**

Staff recommends that Change Order No. 2 decreasing Contract K-2223-8 by \$114,271.75 from \$508,604 to \$394,332.25 for the FYE 2023 Bridge Maintenance Program with Cimarron Construction Co., be approved.

### **RECOMMENDATION 2:**

Staff further recommends final acceptance of the FYE 2023 Bridge Maintenance Program, Contract K-2223-8, and final payment to Cimarron Construction Co., be approved in the amount of \$19,716.61.

CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

Item 11.

CHANGE ORDER NO. 2

DATE: April 11, 2023

CONTRACT NO.: K-2223-8

SUBMITTED BY: Joseph Hill

PROJECT: Bridge Maintenance Program, FYE 2023 Locations

CONTRACTOR: Cimarron Construction Company,  
3501 NE 63<sup>rd</sup> Street  
Oklahoma City, Oklahoma 73121

Original Completion Date: April 20, 2023

Previous Completion Date: April 20, 2023

ORIGINAL CONTRACT AMOUNT \$ 424,424.00

(Increase) this change order 0 Calendar Days

New Completion Date: March 3, 2023

PRESENT CONTRACT AMOUNT \$ 508,604.00

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$47,967.25	\$162,239.00

NET CHANGE \$114,271.75

REVISED CONTRACT AMOUNT \$394,332.25

See Detailed Quantity Change on Page 2 of 2:

**K-2223-8 FYE 2023 Bridge Maintenance  
Change Order No. 2**

ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREASE
5	Borrow	C.Y.	85.00		85.00		\$4,165.00
6	Class A Concrete (8)	C.Y.	10.00		10.00		\$9,050.00
7	Concrete Flowable Fill	C.Y.	80.00		15.50		\$4,216.00
8	Pneumatically Placed Concrete (Mortar)(14)	S.Y.	10.00		9.00		\$8,136.00
10	Epoxy Resin Concrete Crack Sealing (15)	L.F.	905.00		859.00		\$54,117.00
11	Concrete Repairs for Non-Driving Surfaces	S.Y.	5.00		4.00		\$2,540.00
12	Remove and Reconstruct Guard Rail	L.F.	30.00	45.00		\$4,410.00	
13	Sawcut Pavement	L.F.	250.00		58.00		\$406.00
14	Type I Plain Rip Rap	Ton	519.00		253.00		\$32,131.00
15	Slab Sod (3)	S.Y.	1500.00		946.00		\$5,676.00
16	Debris Removal (2)	Ton	61.00		47.00		\$5,734.00
17	Remove debris from Inlets/Deck Drains (2)	EA.	6.00		2.00		\$900.00
18	Dowel Bar Retro Fit	EA.	6.00		6.00		\$558.00
20	Bridge Deck Repair (Class A) (2,8)	S.Y.	10.00		10.00		\$3,330.00
21	Bridge Deck Repair (Class B) (2,8)	S.Y.	10.00	48.75		\$41,486.25	
22	Bridge Deck Repair (Class C) (2,8)	S.Y.	20.00		20.00		\$18,960.00
23	Remove Existing Pavement	S.Y.	230.00	24.00		\$360.00	
24	3000 PSI Concrete for 4" Pavement	S.Y.	230.00		112.00		\$12,320.00
25	Type A ODOT Aggregate Base	Ton	25.00	29.00		\$1,711.00	
TOTALS						\$47,967.25	-\$162,239.00
DIFFERENCE						-\$114,271.75	

CONTRACTOR: \_\_\_\_\_

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

ENGINEER: \_\_\_\_\_

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

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

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

ACCEPTED BY: \_\_\_\_\_

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

(Mayor)

**File Attachments for Item:**

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2223-72 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND STRONGHOLD CONSTRUCTION, LLC, INCREASING THE CONTRACT AMOUNT BY \$52,980.13, FOR A REVISED CONTRACT AMOUNT OF \$928,314.13 FOR COSTS ASSOCIATED WITH ASBESTOS REMEDIATION; AND APPROPRIATION OF CAPITAL FUND BALANCE.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 4/11/2023

**REQUESTER:** Taylor Johnson, Transit and Parking Program Manager

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

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2223-72 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND STRONGHOLD CONSTRUCTION, LLC, INCREASING THE CONTRACT AMOUNT BY \$52,980.13, FOR A REVISED CONTRACT AMOUNT OF \$928,314.13 FOR COSTS ASSOCIATED WITH ASBESTOS REMEDIATION; AND APPROPRIATION OF CAPITAL FUND BALANCE.

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### BACKGROUND:

In August of 2018, University of Oklahoma officials advised City of Norman staff of their desire to transfer non-campus bus services in Norman to another operator by the end of the 2019 fiscal year. The City of Norman took over the operations of the City public transportation system on June 1, 2019, from the University of Oklahoma. Since then, staff has worked diligently to maintain operation of the service and to evaluate how to better serve Norman's citizens. This work has included collaborating with EMBARK for day to day operations, pursuing grant opportunities to maximize local funding, and developing and implementing the Go Norman Transit Plan.

During the education campaign for the Public Transit Sales Tax in September-November 2019, staff heard from the community and Council about the need to update our long-term vision for the transit system in Norman since the City took over operations.

Using Request for Qualifications RFQ-1920-60, City staff solicited proposals to update the City's Long Range Transit Plan. There were many key objectives proposed in RFQ-1920-60, with one being "provide recommendations on a new transfer station location/area and recommend route changes to accommodate the new location/area". An evaluation committee made up of City staff, stakeholders, and community members scored and ranked the proposals received in response to RFQ-1920-60. At the conclusion of the evaluation process, Nelson\Nygaard Consulting Associates, Inc. (Nelson\Nygaard) was selected as the most qualified firm for the proposed project.

Project kickoff occurred in August 2020 and following an 11-month process of evaluation, including receiving community and stakeholder feedback, the Go Norman Transit Plan was developed. The finalized plan, which was unanimously adopted by Council on June, 22, 2021, serves as a guide for improving Norman's public transportation system in the immediate, near, and long term. Along with evaluations of the existing route system and fare analysis, the plan made recommendations for location of a new transit center, route changes and expansions, bus stop locations, and capital replacement. An adopted, current plan also makes the City more competitive with securing grant funding for improvements.

The City has made progress on multiple projects that work towards the initial recommendations in the Go Norman Transit Plan. Those concerning the proposed new transit center include the following:

Evaluation and acquisition of property at 320 East Comanche Street to be renovated as the new City Transit Center. Council approved the purchase sale agreement on January 19, 2022 and the City assumed ownership on March 4, 2022.

Council then approved a contract with McKinney Architects to provide Architectural and Engineering services for the property on May 10, 2022.

In order to integrate the property at 320 E Comanche St into the recommendations of the Go Norman Transit Plan, a contract amendment with Nelson/Nygaard was proposed and approved by Council on March 8, 2022. This work included updating the system and route maps to realign with the new property, developing transit center bus bay requirements and transfer matrix and a new downtown transit center map, and assisting with identifying potential transit center amenities. This work was completed and presented to the City Council Community Planning and Transportation Committee on June 23, 2022. Separate from this amendment, Nelson/Nygaard provided technical expertise to the architect for the transit center renovations.

Throughout fall 2022, Staff worked with the architect to finalize designs. Once finalized, in December 2022, bid documents were then solicited and a mandatory pre-bid meeting was conducted. On January 4, 2023, the City of Norman opened bids for the City Transit Center Remodel project. The low bid from Stronghold Construction was \$875,334. On February 14, 2023 City Council approved contract K-2223-72 with Stronghold Construction. A notice to proceed was given on February 28, 2023 and construction officially began March 1, 2023.

## **DISCUSSION:**

On March 14, 2023, during the demolition phase the contractor suspected that the joint compound between drywall contained asbestos and sent the material to be tested by a licensed, third party testing company. The results were sent back the same day and showed that the test was positive for 3% Chrysotile and that the material was friable. The next day, March 15, the contractor informed their sub-contractors that all interior work was to stop immediately. The City then hired Tec-An, Inc (the same asbestos remediation company that worked on The Development Center and who is on the State Contract) on March 15 to perform air quality testing for \$1,175. Those test results were received on March 16 and showed the air quality to be below the state standards for alarm.

The City then hired Tec-An, Inc. on March 16 for \$1,800 to perform a comprehensive test of all suspect materials in the facility to ensure all asbestos containing materials were identified. Those results were received on March 20 and confirmed the asbestos found in the joint compound of the drywall, but also found asbestos in some of the tile in the bottom level which was non-friable.

City staff then requested a cost proposal and recommendations from both Tec-An and Stronghold Construction for 1) cleaning the facility of the asbestos that has been disturbed and leaving the remaining material and 2) complete removal of remaining asbestos material. The recommendation by Tec-An, Stronghold, and The McKinney Partnership is to completely remove remaining asbestos containing materials to remove the chance of any future exposure and so the remodel work can continue in full force. This will ensure that any work completed by the contractor and their subs will not be delayed in the future, if the occasion arises that they potentially need to disturb the asbestos containing material. In addition, if the asbestos containing material were to remain there would be required signage that would need to be posted, which may make those utilizing the facility uncomfortable and could be a liability concern for the City moving forward.

With that, on March 28, 2023 the City Manager authorized Tec-An to perform the removal/remediation process at a cost of \$29,850. This approval ensured that the process and paperwork could begin and reduce the delay in the project as much as possible. This cost was able to be covered with the project's existing contingency.

In regards to the asbestos removal, this proposed change order for Stronghold Construction covers the cost of additional, new drywall that will need to be installed once the removal of the old drywall is complete with the remediation process. In addition, it covers the cost of new flooring where asbestos containing tile was detected. Finally, the change order covers the cost to the contractor and their sub-contractors for delays and remobilization for the project. This cost is \$52,254.01.

This change order also covers a cost increase of \$726.12 to provide power to keypad access doors and ensure access control is adequate at this facility.

This change results in an increase of the lump sum contract amount of \$52,980.13 or approximately 6% of the original contract amount. If approved, the overall contract amount will have increased from \$875,334 to \$928,314.13.

This change order also adds 6 days to the contract due to precipitation. This changes the project completion date from June 29, 2023 to July 5, 2023. It is anticipated that additional days will be requested once the asbestos remediation process is complete and all parties know the extent of the delay. These additional days will be addressed in a future, proposed change order.

The change order will require a budget appropriation from the Capital Fund Balance (Account 50-29000), to Transit Center Project, Construction (Account 50593379-462101; Project BG0254), to cover these additional costs.

**RECOMMENDATION:**

Staff recommends the following:

1. Approval of Change Order No. 1 for the Transit Center Remodel Project, Contract K-2223-72 with Stronghold Construction, LLC of Oklahoma City, Oklahoma in the amount of \$52,980,13.
2. Approval of a budget appropriation in the amount of \$45,126.89 from the Capital Fund Balance to Transit Center Project, Construction.



CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 001DATE: April 11, 2023CONTRACT NO.: K-2223-72SUBMITTED BY: Taylor JohnsonPROJECT: Transit Center Remodel Project

CONTRACTOR: Stronghold Construction, LLC  
3431 N. McArthur Blvd, Suite 2  
Oklahoma City, Oklahoma 73122

Original Completion Date: June 29, 2023Previous Completion Date: June 29, 2023 ORIGINAL CONTRACT AMOUNT \$ 875,334.00(Increase) this change order 6 Calendar daysNew Completion Date: July 5, 2023 PRESENT CONTRACT AMOUNT \$ 928,314.13

DESCRIPTION	DECREASE	INCREASE
Change in Pay Quantities	\$0.00	\$52,980.13

NET CHANGE \$52,980.13REVISED CONTRACT AMOUNT \$928,314.13

See Detailed Quantity Change Summary on Page 2 of 2.

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**File Attachments for Item:**

13. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-136: 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 J3-7939(004) AG, STATE JOB 37939(04), TO PROVIDE AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION ALONG LINDSEY STREET FROM 12TH AVENUE S.E. TO 24TH AVENUE S.E. AND RESOLUTION R-2223-118.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 04/11/2023

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-136: 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 J3-7939(004) AG, STATE JOB 37939(04), TO PROVIDE AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION ALONG LINDSEY STREET FROM 12TH AVENUE S.E. TO 24TH AVENUE S.E. AND RESOLUTION R-2223-118.

### **BACKGROUND:**

The Association of Central Oklahoma Governments Transportation Alternative Program (ACOG TAP) has historically provided funding for projects and programs defined as transportation alternatives that advance non-motorized transportation opportunities, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, historic transportation preservation, environmental mitigation and vegetation management activities; recreational trail programs; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways. TAP continues to build upon the legacy of the Transportation Enhancements (TE) and Safe Routes to Schools (SRTS) programs by providing funding opportunities for local projects that support additional transportation options, strengthen local economies, improve quality of life, protect the natural environment, and enhance transportation infrastructure.

Funds set aside for ACOG TAP include all projects and activities that were previously eligible under TAP encompassing a variety of transportation projects that prioritize safety, comfort, and connectivity to destinations for all people who use the street network such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity. The call for projects, through the ACOG, closed on October 31, 2022.

**DISCUSSION:**

The City of Norman contracted with Kimley-Horn and Associates to conduct an update to the City's ADA Transition Plan. The update was completed in 2018. In this update several street corridors were identified for inspection for sidewalk compliance with ADA. The only corridor identified in the update that has not been addressed is the corridor on Lindsey Street from 12<sup>th</sup> Avenue SE to 24<sup>th</sup> Avenue SE. The inspection identified issues at signalized intersections, non-signalized intersections, driveways and the sidewalks. Inspection reports with associated costs estimates were included in the update for each location.

The call for projects documentation indicates that this first round of TAP funding is for federal fiscal year 2022-2023 (FFY 2023). City Staff would complete the plans in-house so the only cost to the City would be the 20% City share of construction. The total construction estimate is \$727,189, with the City share of construction costs being \$145,442. Funds for this project are proposed to be made available in the City's fiscal year 2023-2024 Capital Fund, ADA Compliance and Repair Program, Construction (Account 50592206-46101; Project TC0038) that has a total proposed budget of \$300,000. The City of Norman was notified through ACOG of its successful application for this project in February 2023. The project will be bid through ODOT on or after November 2023. In that case, construction of the sidewalks would begin in early 2024.

**RECOMMENDATION:**

Staff recommends approval of Contract K-2223-136 and Resolution R-2223-118 with ODOT for ADA Transition along Lindsey Street from 12th Avenue SE to 24<sup>th</sup> Avenue SE.

**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

ADA TRANSITION ALONG LINDSEY ST FROM 12TH AVE SE TO 24TH AVE SE

**Project No.: TAP3-7939(004)AG**

**State Job No.: 3793904**

**WITNESSETH**

This Agreement, made the day and year last written below, by and between the City of **NORMAN**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

**WHEREAS**, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ACOG-TAP	03	CLEVELAND	37939(04)	TAP3-7939004)AG	PEDESTRIAN / BIKE IMPROVEMENTS	ADA TRANSITION ALONG LINDSEY ST FROM 12TH AVE SE TO 24TH AVE SE

**WHEREAS**, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

**WHEREAS**, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

**WHEREAS**, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

**WHEREAS**, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

**WHEREAS**, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

**WHEREAS**, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

**WHEREAS**, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

**WHEREAS**, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

**NOW, THEREFORE:** the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

## **SECTION 1: PROJECT AGREEMENT**

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

## **SECTION 2:           ENGINEERING RESPONSIBILITIES**

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the



plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

### **SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION**

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation  
Local Government Division  
200 N.E. 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101- 1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

#### SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, ACOG-TAP total estimated cost of **\$581,767**, as described below:

FUNDING SOURCE =>			ACOG-TAP		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
37939(04)	Construction - (With 6% Inspection)	\$727,189	80 up to a limit of	\$581,767	Remainder	\$145,442
<b>Total</b>		\$727,189	<b>Total=&gt;</b>	\$581,767	<b>Total=&gt;</b>	\$145,442

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG-TAP costs incurred by project phases (**JP 37939(04)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

## **SECTION 5: CONSTRUCTION RESPONSIBILITIES**

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
  - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
  - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
    - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
    - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
  - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
  - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
  - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
  - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
  - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans,



Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

## **SECTION 6: NON-DISCRIMINATION CLAUSE**

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

**2) Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

**3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

**4) Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

**5) Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

**6) Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 7:           TERMINATION**

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party in writing.

**SECTION 8: GOVERNING LAW AND VENUE**

- 8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

**SECTION 9: DISPUTE RESOLUTION**

- 9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

**SECTION 10: PRIOR UNDERSTANDINGS**

- 10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

**SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT**

- 11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

**SECTION 12: RECORDS**

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

**SECTION 13: HEADINGS**

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

**SECTION 14: BINDING EFFECTS**

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

**SECTION 15: SEVERABILITY**

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

**SECTION 16: EFFECTIVE DATE**

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

**IN WITNESS WHEREOF**, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, \_\_\_\_\_ on this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_, and the Department on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE CITY OF NORMAN

APPROVED AS TO FORM  
AND LEGALITY

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Attest: City Clerk

(SEAL): Approved – THE CITY OF NORMAN

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government Division Engineer      Date

\_\_\_\_\_  
Director of Project Delivery      Date

APPROVED AS TO FORM  
AND LEGALITY

APPROVED

\_\_\_\_\_  
General Counsel      Date

\_\_\_\_\_  
Deputy Director      Date

## RESOLUTION NO. R-2223-118

### BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project No. J3-7939(004)AG, State Job Number 37939(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF NORMAN

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Attorney

**File Attachments for Item:**

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-142: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND IMAGENET CONSULTING IN THE AMOUNT OF \$701,169.23 TO PROVIDE AN AUDIOVISUAL (A/V) SYSTEM FOR THE NORMAN FORWARD YOUNG FAMILY ATHLETIC CENTER PROJECT.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 4/11/2023

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

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

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-142: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND IMAGENET CONSULTING IN THE AMOUNT OF \$701,169.23 TO PROVIDE AN AUDIOVISUAL (A/V) SYSTEM FOR THE NORMAN FORWARD YOUNG FAMILY ATHLETIC CENTER PROJECT.

### BACKGROUND:

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

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as separate projects. These projects were combined into one project in 2018, generally located at the southeast corner of 24th Avenue NW and Rock Creek Road in the University North Park commercial development. This new sports and aquatic complex will include eight full-sized basketball or 12 volleyball courts; a 25-yard, 8-lane lap pool; a 25-yard, 4-lane warm-up pool; concession stands; retail space; administrative offices; and, through a partnership with Norman Regional Health System (NRHS), a health and wellness clinic to be placed between the multi-sports and aquatic complexes. Oklahoma City firm Frankfurt, Short, Bruza (FSB) was selected as the architectural and engineering (A/E) consultant for this project in March 2018. FSB has completed the schematic design phase of the project and is proceeding with design development, construction documents, and assistance with construction administration through the project completion. The building and the project were named the Young Family Athletic Center ("YFAC", by Contract K-2122-27) in July of 2021 after the Trae Young Family Foundation agreed to donate \$4,000,000 to the construction of the building.

On February 9, 2021, the City Council approved a construction contract K-2021-97 with GE Johnson to construct the NORMAN FORWARD YFAC. The total construction cost for the YFAC is \$41,677,428, and substantial completion of the project is expected in the fall, with a ribbon cutting in late 2023.

**DISCUSSION:**

The proposed contract (K-2223-142) with ImageNet is for the full Audio Visual (A/V) package for the YFAC. The A/V package includes a 19 foot by 5 foot wide (19' x 5') Light Emitting Diode (LED) wall in the natatorium (pool area);, a 48' x 14' wide LED wall in the gymnasium; and sound systems in both the natatorium and the gymnasium with ADA-compliant hearing loops.

The contract also provides for fourteen (14) commercial televisions ranging from 50" to 100", spread throughout the common areas, ticket booths, concessions, and meeting rooms, some with sound bars for audio. This A/V package comes with proprietary software called "WallBoard." WallBoard will allow all video screens, including televisions, to display different advertisements, concession or retail menus, TV channel streaming, and in-house streaming of sporting activities.

The complete A/V package from ImageNet Consulting, including installation, warranty, and maintenance agreement, is \$701,169.23. ImageNet Consulting is a member of the Texas Arkansas Purchasing System (TAPS), Contractor No. 200105. The City of Norman Legal and Finance Departments reviewed the TAPS program, and it uses the same standards as other state contract purchasing systems, including Oklahoma. City of Norman Ordinance Sec 12-204 provides exceptions from competitive bidding requirements for supplies, materials, equipment, or contractual services purchased through state contracts.

Our Project Consultants from ADG-Blatt, along with an independent A/V consultant ADG hired, reviewed this A/V proposal, and both agree the pricing and the equipment and software offered are appropriate and adequate for the YFAC project.

There are adequate funds available for this contract in the Indoor Multi-Sports Facility YFAC Project, Construction (Account 51790601-46101; Project NFP110).

**RECOMMENDATION:**

Staff recommends that the City Council, acting jointly as Trustees of the Norman Municipal Authority, approve Contract K-2223-142 with ImageNet Consulting in the amount of \$701,169.23 to provide Audio Visual Systems for the Young Family Athletic Center.

## OUR HISTORY

ImageNet Consulting was founded as Southwest Typewriter Company in 1956.

**As times and technology changed, so did our name.**

Southwest Typewriter Company began a legacy of providing superior solutions, products, and service. Over the years, we've seen constant innovations in office equipment and communication technology and as the copy machine revolution began in the 1970s, we supplied our clients with the products that met their budgets and provided the best solution. Through the generations we continue to utilize the platforms of leading technology companies to maximize efficiencies and lower costs for our clients.

See more of our story at [ImageNet.com/History](https://ImageNet.com/History)

## PROJECT PROPOSAL FOR:

City of Norman

PROJECT: P-1966 Young Family Athletics Center AV

PREPARED ON\*: April 7, 2023

201 W Gray Street

Norman, OK 73069



\*Pricing is subject to change at any time, and this proposal's pricing is valid for thirty (30) calendar days from proposal creation.

Should the proposal be signed after this thirty (30) day period, ImageNet Consulting reserves the right to update any pricing based on current market rates.

## AQUATICS 16'5" WIDE X 7' HIGH LED WALL

## SCOPE

**ImageNet Provides**






- DVS 5.9mm High Output direct-view LED wall in 16'5" Wide by 7' High Mirroring Digit Scoreboard in layout.
- Shipment, Delivery, Project Management, Project Coordination, Installation, and Commissioning of LED wall.
- Wallboard End User Training, Online Portal Implementation, and initial content templates for LED wall.
- Full video wall drawings and CAD files for appropriate structural attachment design/detail.
- 10-Year Parts and 5-Year On-Site Labor Warranty included with this video wall installation.

**City of Norman Provides**

- Structural steel for LED wall mounting (total weight is 2800 pounds and should be angle iron across existing vertical structural beams)
- Electrical circuits for LED wall power needs (3-4x 20A, 120V, or 2-3x 20A 240V circuits)
- (2) Scissor lifts to remain on construction site for completion of the work, as well as any floor protection needed.
- Cable path/rack space to the room below the proposed LED wall location for cable path
- Should a net be desired, City of Norman to provide netting material and fastening points to cover the LED wall.

*\*This LED wall is to be installed once the site is considered in a dust-free state for one full week to complete the work. It is preferred to install before the gymnasium floor, but can be serviced/adjusted toward the end of the construction timeline with a smaller, single man push-around lift once the wall is hung to maintain flooring integrity. If LED wall is installed before dust-free trades come in, i.e. flooring subcontractors, ImageNet will ask the General Contractor to provide plastic covering and painter's tape to seal off the surface of the LED wall before dust ensues on the project site as it continues toward site completion.*

## AQUATICS CENTER LED WALL










IMAGE	QTY	DESCRIPTION
	1	DVS ViuSite-5X-HO Custom LED Wall 10 Wide by 2 High (20) 19x39" (500x1000mm) 5.9mm High-Brightness LED Video Panels with 3-in-1 SMD1921 LEDs. Brightness: 3,500≥ NITS, Viewing Angle: 140° H   140° V, Grayscale: 16-bit +/-, NovaStar AT32 Receiving Cards, Refresh Rate: 3,840≥ Hz, and Operating Life to half brightness of 100,000 hours. Listings: cETLus, CE, EMC, FCC, RoHS.
	1	ImageNet Video Wall Installation & Commissioning Shipment, Delivery, Project Management, Project Coordination, Installation, and Commissioning of LED wall.
	1	ImageNet Misc Display Charges Home Run Cabling, Extenders, Splitters, Rigging Hardware, Etc.
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wallboard Seneca ELM-Ai2-P Windows 10 Media Player for Advanced Touchscreens, Video Walls

AQUATICS 16'5" WIDE X 7' HIGH LED WALL TOTAL

\$61,878.85

## AQUATIC CENTER AUDIO

## GYMNASIUM LED WALL

IMAGE	QTY	DESCRIPTION
	1	QSC CORE 110f Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.
	1	QSC SLQSE-110-P Q-SYS Core 110 Scripting Engine Software License, Perpetual.
	1	QSC SLDAN-32-P Q-SYS Software-based Dante 32x32 Channel License, Perpetual.
	1	QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual.
	1	Middle Atlantic D3 3SP ANODIZED DRAWER
	2	Middle Atlantic D2 2SP ANODIZED DRAWER
	1	Middle Atlantic SS SLIDING SHELF
	1	Netgear GSM4230PX-100NAS AV LINEM4250-26G4XF-POE+24X1G POE+ 480
	1	Furman PL-PRO-DMC-20A POWER CONDITIONER W/ VLT METER

## AUDIO





IMAGE	QTY	DESCRIPTION
	2	Middle Atlantic LACE-44-OP 77\"H,3-1/4\"W SLOT LACER
	1	Middle Atlantic VRK-44-31H 44SP/31D VIDEORACK HORIZ
	10	Middle Atlantic EB1 Blank Panel, 1 RU, Steel Flanged
	2	Middle Atlantic EB2 2SP FLANGED ECONO BLANK





























IMAGE	QTY	DESCRIPTION
	1	AMX MSA-RMK-10 Rack Mount Kit for 10" Touch Panels
	12	Harman AWC82 All-Weather Co-ax, 8" 2-way, Light Gray
	5	AtlasIED MS-10CE Mic Stand with Round Base
	5	AtlasIED PB11XEB Adjustable Mini Boom Ebony 2 lb Counterweight
	1	AtlasIED ATL-SMS2B Atlas SMS2B Stackable Desk Mic Stand - Ebony
	1	QSC BT1 Single gang US Bluetooth Wall Plate interface (includes white and black faceplates, Axiom bus compatible).
	1	QSC AXPIO 2 Channel Axiom Bus Analog Input and Output expander (for use with Axiom wall plates).
	4	Radio Design Labs RDL-DS-CIJ3D Radio Design Labs DS-CIJ3D Consumer Input Jacks - Stereo - Stainless Steel
	2	QSC CX-Q 4K8 8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, with Mic/line Inputs, 100-240V.
	10	Listen Technologies LWR-1020-A1 Listen EVERYWHERE WiFi Audio Receiver 1020
	10	Listen Technologies LA-164 Ear Speaker
	10	Listen Technologies LA-438 Advanced Neck Loop (Adult)
	4	Listen Technologies LA-304 Assistive Listening Notification Signage Kit
	1	Apple MYJ32LLA 10.9 in iPad Air 256gb SpcGr
	1	QSC TSC-101-G3 Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only
	1	Middle Atlantic MAP-UPS-S1500R Middle Atlantic UPS-S1500R Select Series UPS Backup Power - 2RU 1500VA
	1	Shure ULXD4Q--H50 Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware



IMAGE	QTY	DESCRIPTION
	1	Shure ULXD1=H50 Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector
	1	Shure MX150B/C-TQG "Cardioid 5mm Subminiature Lavalier Microphone, TQG for Shure Bodypacks, Black"
	3	Shure ULXD2/SM58=H50 Handheld Transmitter with SM58® Microphone
	8	Shure SB900B RECHARGEABLE BATTERY
	1	Shure SBRC-US Rack Battery Charger. Compatible with Shure rechargeable batteries AXT910, AXT920 and SB900A.
	4	Shure SBC-AX AXIENT® Charging Module for SB900A Batteries
	2	Shure UA8100 100' UHF Remote Antenna Extension Cable, BNC-BNC, RG213/U Type
	2	Shure UA834WB In-line antenna amplifier for remote mounting. (470-902 MHz)
	1	ImageNet Misc Display Charges Custom IO Panels, Patch Panels. Cables, Raceway, Extenders, Splitters, Hardware, Etc.
	1	ImageNet Programming End-user Control Interface Creation, Training, and Verification for AV System
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

AQUATIC CENTER AUDIO TOTAL

\$138,106.75

## GYMNASIUM 48' WIDE X 14' HIGH LED WALL

## SCOPE

**ImageNet Provides**






- DVS 5.9mm High Output direct-view LED wall in 13.1' tall by 47.6' wide size centered in between Courts 6/7 as rendered.
- Shipment, Delivery, Project Management, Project Coordination, Installation, and Commissioning of LED wall.
- Wallboard End User Training, Online Portal Implementation, and initial content templates for LED wall.
- Full video wall drawings and CAD files for appropriate structural attachment design/detail.
- 10-Year Parts and 5-Year On-Site Labor Warranty included with this video wall installation.

**City of Norman Provides**

- Structural steel for LED wall mounting (total weight is 2800 pounds and should be angle iron across existing vertical structural beams)
- Electrical circuits for LED wall power needs (18-20x 20A, 120V, or 9-10x 20A 240V circuits)
- (2) Scissor lifts to remain on construction site for completion of the work, as well as any floor protection needed.
- Cable path/rack space to the room below the proposed LED wall location for cable path
- Should a net be desired, City of Norman to provide netting material and fastening points to cover the LED wall.

*\*This LED wall is to be installed once the site is considered in a dust-free state for one full week to complete the work. It is preferred to install before the gymnasium floor, but can be serviced/adjusted toward the end of the construction timeline with a smaller, single man push-around lift once the wall is hung to maintain flooring integrity. If LED wall is installed before dust-free trades come in, i.e. flooring subcontractors, ImageNet will ask the General Contractor to provide plastic covering and painter's tape to seal off the surface of the LED wall before dust ensues on the project site as it continues toward site completion.*

## GYMNASIUM LED WALL

IMAGE	QTY	DESCRIPTION
	1	DVS ViuSite-5X-HO Custom LED Wall 4 High by 29 Wide (116) 19x39" (500x1000mm) 5.9mm High-Brightness LED Video Panels with 3-in-1 SMD1921 LEDs. Brightness: 3,500≥ NITS, Viewing Angle: 140° H   140° V, Grayscale: 16-bit +/-, NovaStar AT32 Receiving Cards, Refresh Rate: 3,840≥ Hz, and Operating Life to half brightness of 100,000 hours. Listings: cETLus, CE, EMC, FCC, RoHS. Physical size is 13.2' High by 47.6' Wide by less than 2" deep at 2,800lbs. 5-year initial parts warranty and 5-7% spare modules for in-use servicing of the wall once in place.
	1	ImageNet Video Wall Installation & Commissioning Shipment, Delivery, Project Management, Project Coordination, Installation, and Commissioning of LED wall.
	1	ImageNet Misc Display Charges Home Run Cabling, Extenders, Splitters, Rigging Hardware, Etc.
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wallboard Seneca ELM-Ai2-P Windows 10 Media Player for Advanced Touchscreens, Video Walls


GYMNASIUM 48' WIDE X 14' HIGH LED WALL TOTAL

\$187,153.57



## GYMNASIUM AUDIO

## GYMNASIUM LED WALL

IMAGE	QTY	DESCRIPTION
	1	QSC CORE 110f Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.
	1	QSC SLQSE-110-P Q-SYS Core 110 Scripting Engine Software License, Perpetual.
	1	QSC SLDAN-32-P Q-SYS Software-based Dante 32x32 Channel License, Perpetual.
	1	QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual.
	1	Middle Atlantic D3 3SP ANODIZED DRAWER
	2	Middle Atlantic D2 2SP ANODIZED DRAWER
	1	Middle Atlantic SS SLIDING SHELF
	1	Netgear GSM4230PX-100NAS AV LINEM4250-26G4XF-POE+24X1G POE+ 480
	1	Furman PL-PRO-DMC-20A POWER CONDITIONER W/ VLT METER
	2	QSC CX-Q 8K8 8-Channel 1000W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, with Mic/line Inputs, 100-240V.

## AUDIO

IMAGE	QTY	DESCRIPTION
	2	Middle Atlantic LACE-44-OP 77\"H,3-1/4\"W SLOT LACER
	1	Middle Atlantic VRK-44-31H 44SP/31D VIDEORACK HORIZ
	10	Middle Atlantic EB1 Blank Panel, 1 RU, Steel Flanged






















IMAGE	QTY	DESCRIPTION
	2	Middle Atlantic EB2 2SP FLANGED ECONO BLANK
	12	Electro-Voice EVF-1122D/96-BLK EVF-1122D 90 X 60 EVCOAT BLACK
	1	AMX MSA-RMK-10 Rack Mount Kit for 10" Touch Panels
	1	AtlasIED ATL-SMS2B Atlas SMS2B Stackable Desk Mic Stand - Ebony
	10	Listen Technologies LWR-1020-A1 Listen EVERYWHERE WiFi Audio Receiver 1020
	10	Listen Technologies LA-164 Ear Speaker
	10	Listen Technologies LA-438 Advanced Neck Loop (Adult)
	4	Listen Technologies LA-304 Assistive Listening Notification Signage Kit
	1	QSC BT1 Single gang US Bluetooth Wall Plate interface (includes white and black faceplates, Axiom bus compatible).
	1	QSC AXPIO 2 Channel Axiom Bus Analog Input and Output expander (for use with Axiom wall plates).
	4	Radio Design Labs RDL-DS-CIJ3D Radio Design Labs DS-CIJ3D Consumer Input Jacks - Stereo - Stainless Steel
	1	Apple MYJ32LLA 10.9 in iPad Air 256gb SpcGr
	1	QSC TSC-101-G3 Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only
	1	Middle Atlantic MAP-UPS-S1500R Middle Atlantic UPS-S1500R Select Series UPS Backup Power - 2RU 1500VA
	1	Shure ULXD4Q=-H50 Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware
	1	Shure ULXD1=-H50 Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector






IMAGE	QTY	DESCRIPTION
	1	Shure MX150B/C-TQG "Cardioid 5mm Subminiature Lavalier Microphone, TQG for Shure Bodypacks, Black"
	3	Shure ULXD2/SM58-H50 Handheld Transmitter with SM58® Microphone
	8	Shure SB900B RECHARGEABLE BATTERY
	1	Shure SBRC-US Rack Battery Charger. Compatible with Shure rechargeable batteries AXT910, AXT920 and SB900A.
	4	Shure SBC-AX AXIENT® Charging Module for SB900A Batteries
	2	Shure UA8100 100' UHF Remote Antenna Extension Cable, BNC-BNC, RG213/U Type
	2	Shure UA834WB In-line antenna amplifier for remote mounting. (470-902 MHz)
	1	ImageNet Misc Display Charges Custom IO Panels, Patch Panels. Cables, Raceway, Extenders, Splitters, Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project
	1	ImageNet Programming End-user Control Interface Creation, Training, and Verification for AV System

GYMNASIUM AUDIO TOTAL




\$173,917.71

ENTRY LOBBY B-101

WALL TVS

IMAGE	QTY	DESCRIPTION
	2	Jupiter PANA81D 81"D PANA LCD display only model. Supports both landscape and portrait orientations 21:9 5K
	2	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	2	Wallboard Seneca ELM-Ai2-P Windows 10 Media Player for Advanced Touchscreens, Video Walls
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING


IMAGE	QTY	DESCRIPTION
	2	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	2	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	2	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

ENTRY LOBBY B-101 TOTAL





\$19,210.87

FRONT DESK B-103

WALL TVS

IMAGE	QTY	DESCRIPTION
	1	Sony Pro FW55BZ40H Sony FW-55BZ40H - 55" Class (54.6" viewable) - BRAVIA Professional Displays LED display - digital signage / hospitality - Android - 4K UHD (2160p) 3840 x 2160 - HDR - edge-lit, frame dimming - black
	1	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING





IMAGE	QTY	DESCRIPTION
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wallboard Giada DN74 Standard Android Media Player with Single HDMI Output, and both Wifi and CAT Network Interface - Includes 2-Year Manufacturer's Warranty
	1	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	1	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

FRONT DESK B-103 TOTAL



\$2,879.05

MEETING ROOM B-116



WALL TVS

IMAGE	QTY	DESCRIPTION
	1	Sony Pro FW75BZ40H 75 Inch 4K LCD TV
	1	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

VIDEO CONFERENCING

IMAGE	QTY	DESCRIPTION
	1	Bose 842415-1110 BOSE VIDEOBAR VB1 120V US
	1	Bose 842888-0010 Videobar VB1 Display Mounting Kit

CABLE/STREAMING ENCODING






IMAGE	QTY	DESCRIPTION
	1	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	1	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

MEETING ROOM B-116 TOTAL




\$5,969.06

CORRIDOR NORTH B-104

WALL TVS

IMAGE	QTY	DESCRIPTION
	1	Jupiter PANA81D 81"D PANA LCD display only model. Supports both landscape and portrait orientations 21:9 5K
	1	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	Wallboard Seneca ELM-Ai2-P Windows 10 Media Player for Advanced Touchscreens, Video Walls
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING




IMAGE	QTY	DESCRIPTION
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	1	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

CORRIDOR NORTH B-104 TOTAL





\$9,876.06

CONCESSIONS D-101

WALL TVS

IMAGE	QTY	DESCRIPTION
	2	Sony Pro FW55BZ40H Sony FW-55BZ40H - 55" Class (54.6" viewable) - BRAVIA Professional Displays LED display - digital signage / hospitality - Android - 4K UHD (2160p) 3840 x 2160 - HDR - edge-lit, frame dimming - black
	1	Chief LWM2X1U MENU-BOARD WALL MOUNTED SIDE BY SIDE
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING

IMAGE	QTY	DESCRIPTION
	2	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	2	Wallboard Giada DN74 Standard Android Media Player with Single HDMI Output, and both Wifi and CAT Network Interface - Includes 2-Year Manufacturer's Warranty
	2	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	2	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules





CONCESSIONS D-101 TOTAL

\$5,704.85







TOURNAMENT LOUNGE D-100

WALL TVS

IMAGE	QTY	DESCRIPTION
	1	Sony Pro FW100BZ40J 100IN PRO BRAVIA LED 4K TV
	1	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING




IMAGE	QTY	DESCRIPTION
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wallboard Giada DN74 Standard Android Media Player with Single HDMI Output, and both Wifi and CAT Network Interface - Includes 2-Year Manufacturer's Warranty
	1	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	1	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

TOURNAMENT LOUNGE D-100 TOTAL





\$15,217.06

TOURNAMENT ENTRY E-101

WALL TVS

IMAGE	QTY	DESCRIPTION
	1	Sony FW-75BZ40H 75" 3840x2160 4K LED Bravia Display 24/7
	1	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING





IMAGE	QTY	DESCRIPTION
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wallboard Giada DN74 Standard Android Media Player with Single HDMI Output, and both Wifi and CAT Network Interface - Includes 2-Year Manufacturer's Warranty
	1	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	1	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

TOURNAMENT ENTRY E-101 TOTAL





\$5,141.06

TICKETING E-103

WALL TVS

IMAGE	QTY	DESCRIPTION
	1	Sony Pro FW55BZ40H Sony FW-55BZ40H - 55" Class (54.6" viewable) - BRAVIA Professional Displays LED display - digital signage / hospitality - Android - 4K UHD (2160p) 3840 x 2160 - HDR - edge-lit, frame dimming - black
	1	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING




IMAGE	QTY	DESCRIPTION
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wallboard Giada DN74 Standard Android Media Player with Single HDMI Output, and both Wifi and CAT Network Interface - Includes 2-Year Manufacturer's Warranty
	1	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	1	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

TICKETING E-103 TOTAL



\$2,804.05

TOURNAMENT ROOM E-104





WALL TVS

IMAGE	QTY	DESCRIPTION
	2	Sony Pro FW75BZ40H 75 Inch 4K LCD TV
	2	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

VIDEO CONFERENCING

IMAGE	QTY	DESCRIPTION
	1	Bose 842415-1110 BOSE VIDEOBAR VB1 120V US
	1	Bose 842888-0010 Videobar VB1 Display Mounting Kit

CABLE/STREAMING ENCODING





IMAGE	QTY	DESCRIPTION
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wallboard Giada DN74 Standard Android Media Player with Single HDMI Output, and both Wifi and CAT Network Interface - Includes 2-Year Manufacturer's Warranty
	2	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	2	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

TOURNAMENT ROOM E-104 TOTAL





\$10,643.87

TOURNAMENT LOUNGE E-111

WALL TVS

IMAGE	QTY	DESCRIPTION
	2	Sony Pro FW85BZ40H 85" Class (84.6" viewable) - BRAVIA Professional Displays LED display - Android - 4K UHD (2160p) 3840 x 2160 - HDR - direct-lit LED, frame dimming - black
	2	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING

IMAGE	QTY	DESCRIPTION
	2	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	2	Wallboard Giada DN74 Standard Android Media Player with Single HDMI Output, and both Wifi and CAT Network Interface - Includes 2-Year Manufacturer's Warranty
	2	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	2	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

TOURNAMENT LOUNGE E-111 TOTAL

\$10,420.87



## NETWORKING EQUIPMENT RACK

## SCOPE






ImageNet to provide (12) streaming inputs for dedicated \*Cable Box, Streaming TV (Roku, AppleTV, YouTubeTV, Hulu, etc), or Camera Live Feeds into the Digital Signage throughout YFAC. ImageNet to provide an AV-Line Networking Switch to handle network traffic, and all Wallboard players will be patched into the AV-Line switch to assist in bandwidth control across the greater YFAC Network.

**\*City of Norman/YFAC responsible for providing HDMI output devices (Cable Boxes or mini-PCs) for providing video to the IP-encoding system above.**



## WALL TVS

IMAGE	QTY	DESCRIPTION
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

## CABLE/STREAMING ENCODING

IMAGE	QTY	DESCRIPTION
	1	Netgear GSM4248PX-100NAS AV LINEM4250-40G8XF-POE+40X1G POE+ 960
	12	PureLink VIP-STREAM200 PureStream 1080p H.264 encoder w/front panel controls, diagnostics, image capture, compatible with VLC Player, Facebook, YouTube, and RTMP/RTMPS player
	3	PureLink VIP-STREAM200-RACK4 PureStream 1RU rack mount, holds (4) VIP-Stream 200 - Black
	1	Wirepath WP-CAT6-HDPP-48 Wirepath(TM) Rack Mount 48-port RJ-45 Cat 6 High Density Patch Panel (Black)
	48	Wirepath WP-PC-CAT6-1ft-ORG Wirepath(TM) CAT6 Ethernet Patch Cable - 1ft (Orange)

## AUDIO




IMAGE	QTY	DESCRIPTION
	1	Listen Technologies LW-150P-02-01-D Listen EVERYWHERE 2 Channel Wi-Fi Audio Server (Dante)
	1	Listen Technologies LA-326 Universal Rack Mounting Kit

NETWORKING EQUIPMENT RACK TOTAL

\$11,988.15

WALLBOARD PROFESSIONAL SERVICES/IMPLEMENTATION FEES

WALLBOARD DIGITAL SIGNAGE ONE-TIME TRANSACTIONAL FEES

IMAGE	QTY	DESCRIPTION
	1	Wallboard Implementation Fee Portal/user configuration, configuration for up to 25 media players, and 3-hour end-user training session.
	1	Wallboard Content Creation Bundle - 40 Block of Content Creation Services - discounted
	40	Wallboard General Professional Services Includes: 40 Hours of additional end-user training, custom development; must have SOW
		<hr/>
		<b>WALLBOARD PROFESSIONAL SERVICES/IMPLEMENTATION FEES TOTAL</b>
		<b>\$13,750.00</b>

## IMAGENET ANNUAL PREVENTATIVE MAINTENANCE PLAN

**Biyearly preventative maintenance**

Cleaning and dust removal for all audiovisual equipment including:

- All equipment in rack, control booth, and lectern cleaned and dusted.
- Equipment surfaces cleaned.
- Projector filter cleaned.
- Camera lenses cleaned.
- Lamp hours checked.
- Includes all equipment in the space and connected head end.

**Free replacement interconnects**

ImageNet Consulting will assess all user video and audio connections and repair/replace cables damaged at the time of visit.

**Professional video system calibration**

- **Projector Maintenance** - refocus and calibrate to fit screen, maximize signal, and color quality; adjust menu settings for maximum performance; clean lens and filter; check lamp hours; if replacement is needed, and your backup lamp available, technician will replace lamp; cables organized and neatly arranged.
- **Flat Panel Display Maintenance** - adjust picture settings to maximize image quality; menu settings adjusted to limit unnecessary end-user controls.

**Professional audio system tune-up**

- Audio system calibrated for correct EQ and balance.
- Adjustments made, as necessary, for maximum audio performance and stability.

**Software/firmware updates**

Upgrades on all AV and control system equipment will be performed by an ImageNet Consulting technician.

**Complete system function test**

Our team will perform a complete system test to determine if the AV system is performing to expected standards and functioning according to the operating manual. If items are found to be non-operational, damaged, or otherwise, ImageNet Consulting will provide the customer a list of recommended solutions and associated costs. If an item needs replacing, is out of warranty, or is an upgrade, the customer will receive an additional 10% off our regular low prices.

**Anytime service calls**

ImageNet Consulting will send a technician during regular business hours for any issues regarding your AV system within seventy-two (72) hours, as often as you need, up to twenty-four (24) service hours.

**Rapid response service calls**

ImageNet Consulting will send a technician during regular business hours for any issues regarding your AV system within four (4) hours of your call up to two (2) times per contract period.

**Maintenance Terms and Conditions****Preventative maintenance**

Preventative maintenance is the act of cleaning and maintaining the audio-visual equipment as to prolong its service life and help aid in preventing equipment failure due to dust buildup, dirty ventilation fans, blocked air vents, etc. The preventative maintenance in this contract includes all audio-visual equipment installed by ImageNet Consulting or others. Upon the first preventative maintenance service, the technician will thoroughly test the AV equipment and create a list of gear that will be maintained. The technician will record all make, model and serial of all equipment that will be serviced. ImageNet Consulting will not be responsible for any repair of AV equipment that is already broken or not performing as anticipated prior to the start of the preventative maintenance. The technician will utilize compressed air, safe cleaning agents, and microfiber cloths to clear dust and debris from the audio-visual equipment. If a projector lamp needs replacement and the client has a replacement lamp available, the technician will replace it during his visit.



ImageNet Consulting will not provide projector lamps and they are not included in this contract. Projector lamps can be purchased through ImageNet Consulting prior to the preventative maintenance and the technician will install the newly purchased lamp at the time of service.

**Free replacement interconnects**

Interconnects are the short cables to connect from a user device to a wall plate or other local device that inputs audio and video into the AV system. ImageNet Consulting will replace any interconnect up to 6ft. long that is damaged or not functioning correctly even if the cable was not provided by ImageNet Consulting. Upon first maintenance, the ImageNet Consulting technician will permanently label all user interconnects for tracking replacement frequency. Cables that do not have the ImageNet Consulting label will not be covered. The free replacement interconnects do not include cables that permanently installed in the equipment rack or other device where users do not or should not have access. The replacement cables will be professional quality.

**Professional video calibration**

The professional video calibration includes connecting a professional video testing device into the video system that will display various test patterns. Then adjusting all displays to have the highest quality image possible from that display. If a display is exhibiting issues, a report will be written describing the issue and possible resolutions. That report will be provided to the client the following day. ImageNet Consulting will not be responsible for repairing any display that cannot perform as expected.

**Professional audio tune-up**

The professional audio tune-up includes connecting a professional audio testing device to the audio system and utilizing specialized software to set proper audio levels and correct any equalization issues for the best possible audio experience the system is capable of producing. If no audio adjustment controls are available, the technician will not perform this maintenance.

**Software and firmware updates**

The technician will determine upon first visit if and what devices that are part of the audio-visual system are capable of software and/or firmware upgrades. If a firmware upgrade is available, the technician will install the new software/firmware to the device. This does not include computers or tablets. On occasion, a device can become unresponsive during a firmware upgrade. If this should occur during the maintenance, the technician will contact technical support for the device and begin a repair process. ImageNet Consulting will not be responsible if this should occur. You can also elect not to have this service performed. The technician will provide you with a list of all devices that are eligible for a software/firmware upgrade prior to the upgrade and will proceed once permission is granted.

**Complete system function test**

Upon first maintenance, the technician will review any documentation or manuals with you, so he has a clear understanding of how the system is supposed to operate. Then, prior to maintenance, the technician will verify the AV system operates in the manner described. Any existing issues will be documented and provided to the client in the maintenance report. If existing issues are found the technician will attempt to make repairs to the AV system to get it back to normal operation. If a device is found to be damaged or nonfunctional, the technician will discuss replacement options and the associated costs with you. All equipment repair or replacement costs will be the responsibility of the client. An additional 10% discount from our regularly low prices will be applied to any item that is purchased through ImageNet Consulting during the length of the contract. This applies to all AV equipment purchased for this AV system only.

**Anytime service calls**

ImageNet Consulting will send a technician to your site during regular business hours M-F 8a-5p for any issues regarding your AV system within (72) hours of your call. This maintenance contract includes up to (24) hours of anytime service. Once the included (24) hours is reached, a discounted service rate of \$125/hr. will be billed for any additional time spent. The reduced rate will apply until the contract has ended.

**Rapid response service calls**

ImageNet Consulting will dispatch a technician during regular business hours for any issues regarding your AV system within (4) hours of your call twice per contact period. If additional rapid response calls are required, they will be billed at our regular premium rate of \$200/hr.

**Billing**

This maintenance contract will automatically renew every (365) days until the contract is cancelled by the client. At the start of your contract, an email notification will be sent to you describing the start date of your contract and the date of auto renewal. (30) days prior

to the end of your contract a notice will be sent to the email address on your account notifying you of the upcoming renewal. The cost of the contract is determined by the extent of the AV system as well as the distance from ImageNet Consulting. Additional costs will be added to any contract where the site is farther than (60) miles from an ImageNet Consulting location. Additional costs will also be applied if the maintenance plan is to include multiple rooms or systems.

**Correspondence**

During your contract period, you will receive various emails regarding your contract and AV system. approx. one day after your service or maintenance, a copy of your service report will be emailed to you. You will also receive updates on your contract totals after the service or maintenance notifying you of items and /or hours remaining on your contract.

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IMAGENET ANNUAL PREVENTATIVE MAINTENANCE PLAN	+\$21,035.08
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PROJECT SUMMARY

LOCATIONS

TOTAL

AQUATICS 16'5" WIDE X 7' HIGH LED WALL	\$61,878.85
AQUATIC CENTER AUDIO	\$138,106.75
GYMNASIUM 48' WIDE X 14' HIGH LED WALL	\$187,153.57
GYMNASIUM AUDIO	\$173,917.71
ENTRY LOBBY B-101	\$19,210.87
FRONT DESK B-103	\$2,879.05
MEETING ROOM B-116	\$5,969.06
CORRIDOR NORTH B-104	\$9,876.06
CONCESSIONS D-101	\$5,704.85
TOURNAMENT LOUNGE D-100	\$15,217.06
TOURNAMENT ENTRY E-101	\$5,141.06
TICKETING E-103	\$2,804.05
TOURNAMENT ROOM E-104	\$10,643.87
TOURNAMENT LOUNGE E-111	\$10,420.87
NETWORKING EQUIPMENT RACK	\$11,988.15
WALLBOARD PROFESSIONAL SERVICES/IMPLEMENTATION FEES	\$13,750.00
SHIPPING	\$26,507.40
TAX	\$0.00
PROJECT TOTAL	\$701,169.23

\*\*Current equipment pricing is subject to change at any time, and ImageNet reserves the right to requote this project at any time should new pricing be received from vendors and equipment suppliers before project acceptance. Tax will be calculated in the project invoicing phase via ImageNet Accounts Receivable, and is not able to be provided in this document.

ACCEPTANCE

ACCEPTANCE

PAYMENT SCHEDULE	SHIPPING	\$26,507.40
50% Down, Net 30 upon completion.		
	SUBTOTAL	\$701,169.23
	PROJECT TOTAL	\$701,169.23

OPTIONS Not included in the project total. Initial to the left to add the option to your project.

_____ IMAGENET ANNUAL PREVENTATIVE MAINTENANCE PLAN	+\$21,035.08 (ANNUALLY)
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TERMS

If payment is not received when due we may assess an administrative charge to offset our collection expenses, an amount calculated at the rate of ten cents per one dollar as listed above "Total Purchase Amount". If payment is not received within thirty days of invoice date we may take immediate possession of the Equipment and charge a restocking fee of no more than twenty five percent (25%) of the original purchase price. Such an addition to any other remedies provided for by law and may be, to the extent permitted by law, exercised either concurrently or separately. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other subsequent default.

*\*\*Current equipment pricing is subject to change at any time, and ImageNet reserves the right to requote this project at any time should new pricing be received from vendors and equipment suppliers before project acceptance. Tax will be calculated in the project invoicing phase via ImageNet Accounts Receivable, and is not able to be provided in this document.*

Must include P-1966 in all POs

ACCEPTANCE

CITY OF NORMAN

SIGNED

DATE

PRINT NAME

TITLE

IMAGENET CONSULTING - OKC

SIGNED

DATE

PRINT NAME

TITLE

  
Kyle Kempf

  
4-7-2023  
AW Director

## Statement of Work

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### ImageNet AV Statement of Work (SOW) Contract

Project completion is subject to receipt of equipment. Estimated minimum 3-4 weeks for equipment delivery unless otherwise specified in contract agreement. Installation will be scheduled once 100% of equipment has been received, unless otherwise requested or agreed upon.

Once Project Contract (SOW) paperwork has been received from the client by ImageNet, ImageNet will manage the ordering of all components. At that time, all sales are final and any changes to the scope of work will be subject to a Request For Change, revised PO, and will be at the expense of the client unless otherwise noted. A Request for Change will need to be completed and signed by both an approved Customer Representative/Project Manager and ImageNet Consulting Representative.

This Consulting Services Agreement (the "Statement of Work") is made and entered into as of "Date" below between ImageNet Consulting, with a place of business at 913 North Broadway, Oklahoma City, OK 73102 and Customer.

If any changes or additions are required outside of the defined scope and deliverables previously listed, a Request for Change will need to be completed and signed by both the Customer Representative, Project Manager, and ImageNet Consulting representative(s).

Pursuant to this Agreement, Customer is engaging ImageNet to provide certain consulting services as more fully described herein. This Agreement consists of the following documents, incorporated herein by this reference:

- Attachment A: Individual Project Requirements
- Attachment B: Request For Change
- Attachment C: Project Substantial Completion Form
- Attachment D: Project System Warranty Terms
- Attachment E: Project Final Completion Form

Customer has read and agrees to the terms and conditions and attachments listed. This Agreement will be effective only when executed below by an authorized representative.

#### AGREED TO:

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DATE OF AGREEMENT

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AUTHORIZED CUSTOMER REPRESENTATIVE

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CUSTOMER NAME

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CUSTOMER ADDRESS

## Statement of Work

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### Attachment A: Individual Project Requirements

#### 1. PROPOSAL TERMS & CONDITIONS

- a. All pricing listed in Proposal include labor. Rates are based on a commitment that work is to be performed during regular business hours; 8AM to 5PM local time, Monday through Friday. Should project work push beyond these normal hours without prior agreement with ImageNet, additional labor rates/charges may apply.
- b. It is assumed that all work will be completed as a continuous effort. Disruptions of this continuous effort beyond the control of ImageNet Consulting may require additional labor costs. Additionally, if the project is finished ahead of the estimated completion, there will be no credit issued to the customer.
- c. All System Engineer/Programming work outside of work defined within the SOW is billed at \$165.00 per hour.
- d. ImageNet Consulting will install, test, and verify that the AV solution is working as designed. Following the install, ImageNet will conduct training with the end users of the system so that it will be utilized as desired. Additional training and materials outside of what is outlined in the proposal will be an additional charge based upon the scope of the project.

#### 2. CUSTOMER SITE/PROJECT REQUIREMENTS

- a. Power will be needed at the mounting locations of all electrical components, provided by a licensed electrician, and is the responsibility of the client. It is recommended that all AV hardware be installed on their own circuit(s) to reduce interference, surges, and other issues.
- b. Network drops are recommended at the mounting location of all equipment and are the responsibility of the client to provide and maintain. Certain equipment cannot be installed without PoE network drops, and many components require internet connection to perform maintenance tasks and basic functions.
- c. Customer to identify and provide an IT Administrator for solution implementation and support interaction.
- d. Customer will provide access to all areas required to complete this project. Any areas of high security or hazard should be made known prior to project commencement.
- e. Customer will provide access to all information and documentation required to complete this project.
- f. Customer will provide an onsite contact person responsible for providing direction and approvals on completion of work.
- g. Customer will directly provide all non-ImageNet hardware and software support required unless specifically indicated in the proposal.
- h. Customer will ensure that any customer provided hardware will meet all required specifications for the project.
- i. Customer will assure that all required LAN/WAN access and administrative rights are made available to complete the installation.
- j. Customer is solely responsible for updating PC OS and 3rd party software. i.e. Windows 10, Zoom, MS Teams etc.
- k. Customer will provide Remote Access capabilities and credentials so that ongoing support can be provided as necessary via phone and remote desktop support, or an onsite resource that can accommodate remote support.
- l. Customer is solely responsible for maintaining agreed upon timeline, customer-side delays may push back launch dates by a ratio that exceeds 1:1 and may incur further service costs.
- m. Customer is solely responsible for required A/C power at device location as needed.
- n. Customer is solely responsible for required data connections at device location as needed.
- o. Customer is solely responsible for ceiling grid modification unless specified otherwise.
- p. Customer is solely responsible for providing adequate trash and old equipment disposal.
- q. Customer is solely responsible for providing parking availability, loading and unloading access, access control, and hours of operation.
- r. Customer is solely responsible for providing a OSHA approved lift or scaffolding unless otherwise specified in the proposal.
- s. Customer must ensure install site meets agreed upon standards and is free of obstruction.
- t. Customer is solely responsible for modification to furniture unless otherwise specified in the proposal.
- u. Customer is solely responsible for modification of existing walls in order to properly support new equipment unless specified otherwise in the proposal.
- v. If any of the above items are not met by the client at the time ImageNet arrives on site to install, a revised PO for additional labor may be assessed unless otherwise noted by ImageNet.
- w. All project/shipping timelines are approximate until items are received in our warehouse. Project completion is subject to receipt of equipment. Estimated 3-4 weeks for equipment delivery unless otherwise specified in contract agreement. Installation will be scheduled once 100% of equipment has been received unless otherwise specified in the contract agreement.
- x. ImageNet will work with the client to schedule installation based on: a) the estimated arrival time of the components, b) all necessary action items required by the client as listed above, and c) any additional needs.
- y. ImageNet Consulting does its best to anticipate conversion changes and user needs. However, once design agreement is established, changes requiring more than 1 hour of work could require a Request For Change and may incur additional costs.

#### 3. DATA & SOFTWARE/FIRMWARE

- a. ImageNet Consulting is not responsible for the loss of data or any A/V recordings due to system failure, misuse, or damage.
- b. Future 3rd party software installation or services by ImageNet Consulting are an added cost unless otherwise agreed upon.

#### 4. WALLBOARD DIGITAL SIGNAGE SOLUTIONS (if included in Project Scope)

- a. A "Welcome Letter" document will be sent out to the client on any project involving Wallboard Digital Signage Software. This document will help us outline training timeframes for the software, initial content design, and necessary network information so we can pre-configure the media players for easy installation. This document must be returned by the client for ImageNet to proceed with installation.

Statement of Work

## Attachment B: Request For Change

## Request For Change

RFC Number: \_\_\_\_\_

Date: \_\_\_\_\_ Party requesting change: \_\_\_\_\_

Nature of the proposed change:

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Reason for the proposed change:

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Impact of the proposed change on project:

Pricing: \_\_\_\_\_

P.O. to which changes will apply: \_\_\_\_\_

Schedule Changes: \_\_\_\_\_

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This Project Change Request is (circle):

Approved

Rejected

**Signatures:**

ImageNet Consulting Representative: \_\_\_\_\_

Customer Representative: \_\_\_\_\_

# Statement of Work

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## Attachment C: Project Substantial Completion Form

ImageNet AV Project # \_\_\_\_\_ Date \_\_\_\_\_

Project Name: \_\_\_\_\_ PO # \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Installation Site: \_\_\_\_\_

Room Number(s): \_\_\_\_\_

Client Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

AV System Warranty Dates Start: \_\_\_\_\_ End: \_\_\_\_\_

The audiovisual project described above has been found to be substantially complete and acceptable to the owner and/or their representative with the following exceptions:

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

5) \_\_\_\_\_

To finalize project, client agrees to arrange and schedule training(s) in a timely manner following substantial completion. Training to include any client stakeholders in the project, facility managers who may be involved in the area(s) of the AV System, client system support technicians the design involves, and key end users who can pass on training to fellow coworkers.

AV System Training Date(s)/Time(s): \_\_\_\_\_

AV System Training Key Inclusion(s): \_\_\_\_\_

Client hereto acknowledges acceptance of the project and commencement of the warranty period and training for the systems noted according to the terms detailed in the attached warranty statement.

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

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



## Statement of Work

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### Attachment D: Project System Warranty Terms

All new equipment contained in this system is warranted to be free of manufacturing defects per the terms and conditions of the original manufacturer's warranty. All manufacturers' warranties are honored and serviced by ImageNet Consulting. If not included in original project scope, purchasing additional warranty for equipment, or a preventative maintenance service agreement can be arranged after system is signed for substantial completion.

#### A. DURATION

1. One (1) year, which will begin immediately following substantial completion of the installation and applicable training provided by ImageNet AV. The established start date is noted in the signed Substantial Completion Form above.

#### B. THE WARRANTY SHALL INCLUDE:

1. On-site response within a maximum of 72 hours following receipt of the AV Integrator's standard Request for Service by an authorized representative.
2. Maximum 48-hour response for telephone and/or email support service for technical matters.
3. Parts and system components to restore system performance as required.
4. Any failed field terminations of system cabling performed by ImageNet AV during the installation process.
5. Labor to repair/service the system, components, and parts to restore the system to complete operational condition should the issue be repairable on site.

#### C. THE WARRANTY SHALL NOT INCLUDE:

1. Replacement of consumable items such as batteries, mishandled cabling, damaged LCD panels, miscellaneous system light sources, or projection lamps/light sources. Costs for such will be billed at current equipment and labor rates unless a manufacturing defect is discovered during the manufacturer's standard warranty period.
2. Requests for service involving software/firmware updates on system components or peripherals not performed by ImageNet AV technicians. Contact ImageNet AV prior to updating peripherals if software/firmware compatibility could be a concern for system performance.
3. Requests for service not related to technical problems but classified as "operator error". Under these conditions service charges will be applicable as per our standard repair service policy of \$125/hour.
4. Service required because of negligence, misuse, attempted repairs by anyone other than ImageNet AV, or damage, or for equipment not related to the system supplied and installed by ImageNet AV. Under these conditions, the warranty will become void, and charges will be applicable per our standard repair service policy of \$125/hour.
5. Loaner equipment that is in place while the originally installed equipment it has replaced is under repair.
6. Connections to the contracted system made by others. Under these conditions service charges will be applicable as per our standard repair service policy of \$125/hour.
7. Modifications to the system made by others, without prior written permission from ImageNet AV. Under these conditions service charges will be applicable as per our standard repair service policy of \$125/hour.
8. The cost to remove, reinstall and transportation to and from our service center, or the supplier/factory for components covered under their warranty. Charges for this time will be applicable per our standard repair service policy of \$125/hour.

#### D. REQUESTS FOR SERVICE

Requests for service must be made by contacting the ImageNet Consulting service helpdesk (800-937-2647). ImageNet AV will then outline the conditions under which we will attend, and the costs for rectification of issues not covered under the warranty terms. This number must be contacted prior to dispatch of a repair technician.

#### E. REPORT

A written report/invoice will be issued following each repair/service and must be acknowledged by an authorized representative.

## Statement of Work

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### Attachment E: Project Final Completion Form

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

I, \_\_\_\_\_(Project Manager)

agree that ImageNet Consulting has completed this project and associated system training to the satisfaction of

\_\_\_\_\_(Company Name)

and achieved every goal outlined in this Statement of Work in addition to any change requests that were made during the project. No further work will be done for Client in regards to this project, any additional requests will detailed in a new document with a different project scope.

#### AGREED TO:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Representative Signature

# TIPS VENDOR AGREEMENT

Between ImageNet Consulting, LLC and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFP 200105 Technology Solutions, Products and Services**

## General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the addendums possible.

## Terms and Conditions

### Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal category. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

## Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

### **Tax exempt status**

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

### **Assignments of Agreements**

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

### **Disclosures**

- Vendor and TIPS affirms that he/she or any authorized employees or agents has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Term and Renewal of Agreements**

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

### **Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the

Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

### **Invoices**

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

### **Payments**

The TIPS Member will make payments directly to the Vendor, the vendor assigned dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

### **Pricing**

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

### **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer agrees to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties.

### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR**

**PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

### **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS for an alternative submission schedule).

### **Licenses**

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded vendor whose

license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

### **Novation**

If awarded vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

### **Site Requirements (only when applicable to service or job)**

**Cleanup:** When performing work on site at a TIPS Member's property, awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM

### **Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is



exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

### **Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

### **Legal obligations**

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period,



and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

### **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

### **Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

### **Vendor's Resellers as Related to This Agreement**

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded vendor may then recover the fees from their named reseller.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

## **Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

## **SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

## **STATUTORY REQUIREMENTS**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

## **Insurance Requirements**

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate <b>Automobile</b>
<b>Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance

with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

- **Orders:** All vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

## TIPS Vendor Agreement Signature Form

RFP 200105 Technology Solutions, Products and Services

Company Name ImageNet Consulting, LLC  
Address 913 North Broadway  
City Oklahoma City State OK Zip 73102  
Phone 405-600-1302 Fax 405-236-3334  
Email of Authorized Representative rfrost@imagenet.com  
Name of Authorized Representative Rocky Frost  
Title VP, Contracts and Adminstration  
Signature of Authorized Representative   
Date 02/19/2020  
TIPS Authorized Representative Name Meredith Barton  
Title Chief Operating Officer  
TIPS Authorized Representative Signature   
Approved by ESC Region 8   
Date 5/28/2020

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



## 200105 Addendum 2 ImageNet Consulting Supplier Response

### Event Information

Number: 200105 Addendum 2  
Title: Technology Solutions, Products and Services  
Type: Request for Proposal  
Issue Date: 1/9/2020  
Deadline: 2/21/2020 03:00 PM (CT)

### Contact Information

Contact: Kristie Collins  
Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Fax: +1 (866) 839-8472  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## ImageNet Consulting Information

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Address: 3223 Commander Dr  
Carrollton, TX 75006  
Phone: (214) 284-8668  
Toll Free: (405) 236-4500

By submitting your response, you certify that you are authorized to represent and bind your company.

Travis Reeves

Signature

Submitted at 2/21/2020 9:23:59 AM

treeves@imagenet.com

Email

## Supplier Note

Thank you TIPS USA! We have had a great experience with your team in the past and look forward to many more years of partnership and success!

## Requested Attachments

### Vendor Agreement

200105 Vendor Agreement - ImageNet.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form

200105 Agreement\_Signature\_Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### Pricing Spreadsheet #1

200105\_Pricing\_form\_1 (1).xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### Pricing Spreadsheet #2

200105\_Pricing\_form\_2 Services.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

## References

Reference Form - ImageNet.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

## Proposed Goods and Services

TIPS USA Good and SVCS.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

## Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED

Reseller\_Dealers\_Sheet\_0000.xlsx

Item 14.

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

## HUB Subcontracting Plan Form OPTIONAL

HUB\_Subcontracting\_Plan\_Form\_OPTIONAL 2020.pdf

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can.

Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

## D/M/WBE Certification OPTIONAL

GILL Digital\_all certificates.pdf

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## HUB Certification OPTIONAL

HUB Certificate Navetech.pdf

HUB Certification documentation may be scanned and uploaded if you desire to document your status as a HUB company. (Historically Underutilized Business) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## Warranty

Warranties.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## Supplementary

PL CLOUD Overview.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## All Other Certificates

GILL Digital\_all certificates.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## Logo and Other Company Marks

ImageNet Logo.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

## Logo and Other Company Marks

ImageNet Logo - 300 x 225.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

## Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

CIQ.pdf

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

## Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION



## Disclosure of Lobbying Activities Standard Form LLL

None

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Item 14.

### Confidentiality Form

CONFIDENTIALITY\_CLAIM\_FORM\_rev111819RP.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

### Bid Attributes

#### 1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

NO

#### 2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>

or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

#### 3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

Yes

#### 4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

#### 5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

ImageNet Consulting was founded in 1956 in Oklahoma City and now is recognized as one of the largest independent Managed Print Services providers in the United States. Services include Managed Print Services, Print Hardware from HP, Canon, and Konica Minolta, Print Software, Managed IT Services, Electronic Content Management, 3D Printing and Digital Display and Content software.

#### 6 Primary Contact Name

Primary Contact Name

Matt Schotten

#### 7 Primary Contact Title

Primary Contact Title

VP, Managed Print Solutions

8	<b>Primary Contact Email</b>	Item 14.
	Primary Contact Email <input type="text" value="mschotten@imagenet.com"/>	
9	<b>Primary Contact Phone</b>	
	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="214-217-1419"/>	
10	<b>Primary Contact Fax</b>	
	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="469-518-5985"/>	
11	<b>Primary Contact Mobile</b>	
	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="469-438-0634"/>	
12	<b>Secondary Contact Name</b>	
	Secondary Contact Name <input type="text" value="Travis Reeves"/>	
13	<b>Secondary Contact Title</b>	
	Secondary Contact Title <input type="text" value="Director of State, Local and Education"/>	
14	<b>Secondary Contact Email</b>	
	Secondary Contact Email <input type="text" value="Director, State Local and Education"/>	
15	<b>Secondary Contact Phone</b>	
	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="832-775-1215"/>	
16	<b>Secondary Contact Fax</b>	
	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="469-518-5985"/>	
17	<b>Secondary Contact Mobile</b>	
	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="832-721-8966"/>	

<b>18</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Item 14.
	Rocky Frost	
<b>19</b>	<b>Admin Fee Contact Email</b> Admin Fee Contact Email	
	rfrost@imagenet.com	
<b>20</b>	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
	405.600.1302	
<b>21</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	
	Travis Reeves	
<b>22</b>	<b>Purchase Order Contact Email</b> Purchase Order Contact Email	
	treeves@imagenet.com	
<b>23</b>	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
	832-721-8966	
<b>24</b>	<b>Company Website</b> Company Website (Format - www.company.com)	
	www.imagenet.com	
<b>25</b>	<b>Federal ID Number:</b> Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	
	45-3028912	
<b>26</b>	<b>Primary Address</b> Primary Address	
	913 North Broadway	
<b>27</b>	<b>Primary Address City</b> Primary Address City	
	Oklahoma City	
<b>28</b>	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation)	
	OK	

29

**Primary Address Zip**

Item 14.

Primary Address Zip

73102

30

**Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Imagenet, HP, Managed Print Services, MPS, PaperCut, uniFlow, LaserJet, Print Security, Cost Accounting, Secure Print, Mobile Print, Job Accounting, Secure Printing, Print Assessment, HP LaserJet, HP PageWide, Security Assessment, Managed IT, DAAS, Content Management, Workflow, Wallboard, 3-D

31

**Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Yes

32

**Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner :

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

No

33

**Company Residence (City)**

Vendor's principal place of business is in the city of?

Oklahoma city

34

**Company Residence (State)**

Vendor's principal place of business is in the state of?

OK

3  
5**Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Item 14.

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.

3  
6**TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3  
7**Yes - No**

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

3  
8**Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

3  
9**Years Experience**

Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

4  
0**Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.

4  
1**Pricing discount percentage are guaranteed for?**

Item 14.

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

4  
2**Right of Refusal**

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

4  
3**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4  
4**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

4  
5**Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4  
6**Regulatory Standing**

Item 14.

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies, federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4  
7**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

4  
8**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law ;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Suspension or Debarment Instructions

### Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.



50

**Suspension or Debarment Certification**

Item 14.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive

Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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**Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5  
2**2 CFR PART 200 Contract Provisions Explanation**

Item 14.

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5  
3**2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5  
4**2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

55

**2 CFR PART 200 Clean Air Act**

Item 14.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

56

**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

57

**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

**58 2 CFR PART 200 Procurement of Recovered Materials**

Item 14.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

**59 Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

I HAVE NOT Lobbied per above

**60 If you answered "I HAVE lobbied per above to the previous question.**

IF you answered "I HAVE lobbied" per above Attribute question, you must download the Lobbying Report "Standard Form LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

6  
1

**Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

Item 14.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

YES

6  
2

**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES

6  
3**Indemnification**

Item 14.

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

6  
4**Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

6  
5**Remedies Explanation of No Answer**

No response

66

**Choice of Law**

Item 14.

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from the procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

67

**Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

68

**Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

69

**Infringement(s) Explanation of No Answer**


70

**Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Local Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.



**Payment Terms and Funding Out Clause**

Item 14.

**Payment Terms:**

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

**Funding Out Clause:**

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

**Insurance and Fingerprint Requirements Information**Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees



## Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Item 14.

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

**NONE (Section A)** of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

**SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7  
4**Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

Item 14.

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7  
5**Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North

Pittsburg,TX,75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

7  
6**Logos and other company marks**

Item 14.

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

\* Your Vendor Profile Page of TIPS website

\* Potentially on TIPS website scroll bar for Top Performing Vendors

\* TIPS Quarterly eNewsletter sent to TIPS Members

\* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

7  
7**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

7  
8**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

ImageNet Consulting will not be able to allow Termination for Convenience on LEASES. We do agree to termination for cause and non appropriation of funds. Clients can Terminate Support/Service agreements for convenience however.

7  
9**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

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**Agreement Exceptions/Deviations Explanation**

Item 14.

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be noted on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

ImageNet Consulting will not be able to allow Termination for Convenience on LEASES. We do agree to termination for cause and non appropriation of funds. Clients can Terminate Support/Service agreements for convenience however.

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**Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

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**If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

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**Long Term Cost Evaluation Criterion # 4.**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not to increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

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**Required Confidentiality Claim Form**

Item 14.

**Required Confidentiality Claim Form**

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at [rick.powell@tips-usa.com](mailto:rick.powell@tips-usa.com)

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**Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

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**Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

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**Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.

Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

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**Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

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**Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

**Required Vendor Sales Reporting**

Item 14.

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Lubbock ISD	Damon Jackson	<a href="mailto:damon.jackson@lubbockisd.org">damon.jackson@lubbockisd.org</a>	806.219.0150
Keller ISD	Joe Griffin	<a href="mailto:joe.griffing@kellerisd.net">joe.griffing@kellerisd.net</a>	217.744.1234
Lamar Consolidated ISD	Chris Nilsson	<a href="mailto:cnilsson@lcisd.org">cnilsson@lcisd.org</a>	832.223.0206
Judson ISD	Mike Davis	<a href="mailto:mdavis339@judsonisd.org">mdavis339@judsonisd.org</a>	210.945.5553
College Station ISD	David Hutchison	<a href="mailto:dhutchison@csisd.org">dhutchison@csisd.org</a>	979.764.5569

*Item 14.*

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**Required Confidential Information Status Form**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ImageNet Consulting, LLC

Name of company

Matthew Schotten

Printed Name and Title of authorized company officer declaring below the confidential status of material

913 North Broadway Oklahoma City OK 73102 469-438-0634

Address City State ZIP Phone

**I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive** a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

**ATTACHED** ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature \_\_\_\_\_ Date April 8, 2020

**OR** -----

**I DO NOT claim any of my proposal to be confidential, complete the section below only.**

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Matt Schotten Digitally signed by Matt Schotten  
Date: 2020.04.08 13:07:36 -05'00' Date April 8, 2020

**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**

Certificate/VID Number:	<b>1814999164000</b>
File/Vendor Number:	<b>501318</b>
Approval Date:	<b>25-SEP-2017</b>
Scheduled Expiration Date:	<b>25-SEP-2021</b>

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**NAVETECH SOLUTIONS, LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 29-SEP-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager  
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

1814999164000 501318  
NAVETECH SOLUTIONS, LLC  
13601 PRESTON RD  
SUITE E114  
DALLAS, TX 75240-4911

**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Women's Business Council - Southwest (WBCS), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmbhl/hubonly.html>. Provided that your company continues to remain certified with the WBCS, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the WBCS in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the WBCS and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the WBCS, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**

Certificate/VID Number:	<b>1421529912500</b>
File/Vendor Number:	<b>03399</b>
Approval Date:	<b>27-AUG-2015</b>
Scheduled Expiration Date:	<b>31-AUG-2016</b>

In accordance with the Memorandum of Agreement between the  
Women's Business Council - Southwest (WBCS)  
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

**GILL DIGITAL SERVICES, LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 23-SEP-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the WBCS's program, you must immediately (within 30 days of such changes) notify the WBCS's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the WBCS's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbhl/cmbhlhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.





# Women-Owned Business Enterprise Certification

**Gill Digital Services, LLC.**

has filed with the Agency an Affidavit as defined by NCTRCA M/WBE Policies & Procedures and is hereby certified  
to provide service(s) in the following areas:

**NAICS-518210: Data Processing, Hosting, And Related Services; NAICS-561439:  
Other Business Service Centers (Including Copy Shops); NAICS-811212:  
Computer And Office Machine Repair And Maintenance**

This Certification is valid beginning March 13, 2015 and superceded any registration or listing  
previously issued. This certification must ne updated annually by submission of an Annual Update Affidavit..At any time  
there is a change in ownership or control of the firm, notification must be made immediately to the North Central Texas  
Regional Certification Agency.

Certificate expiration March 17<sub>0</sub>

Issued date March 15<sub>,20</sub>

**CERTIFICATION NO. WFWB64481N0317**

Certification Administrator



**HEREBY GRANTS  
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Gill Digital Services, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at [www.sba.gov/wosb](http://www.sba.gov/wosb).

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 518210, 517110, 517919, 519130
Certification Number: W040270
Expiration Date: 08/31/2016



*Debbie Hurst*

Debbie Hurst, Women's Business Council-  
Southwest President

*Pamela Prince-Eason*

Pamela Prince-Eason, WBENC President & CEO

*Candace Waterman*

Candace Waterman, WBENC Chief of Staff,  
Certification & Program Operations





hereby grants

# National Women's Business Enterprise Certification

to

## Gill Digital Services, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by  
Women's Business Council – Southwest, a WBENC Regional Partner Organization.

Expiration Date: 08/31/2016  
WBENC National Certificate Number: 2005111154

*Debbie Hurst*

Authorized by Debbie Hurst, President,  
Women's Business Council – Southwest



NAICS Codes: 518210, 541513, 541519, 561410, 322211, 322212, 322220, 322299, 322230, 323111, 323120, 323113, 325211, 326111, 326112, 561439, 561990, 334111, 334118, 424120, 423420, 423430, 333244, 532420, 811212

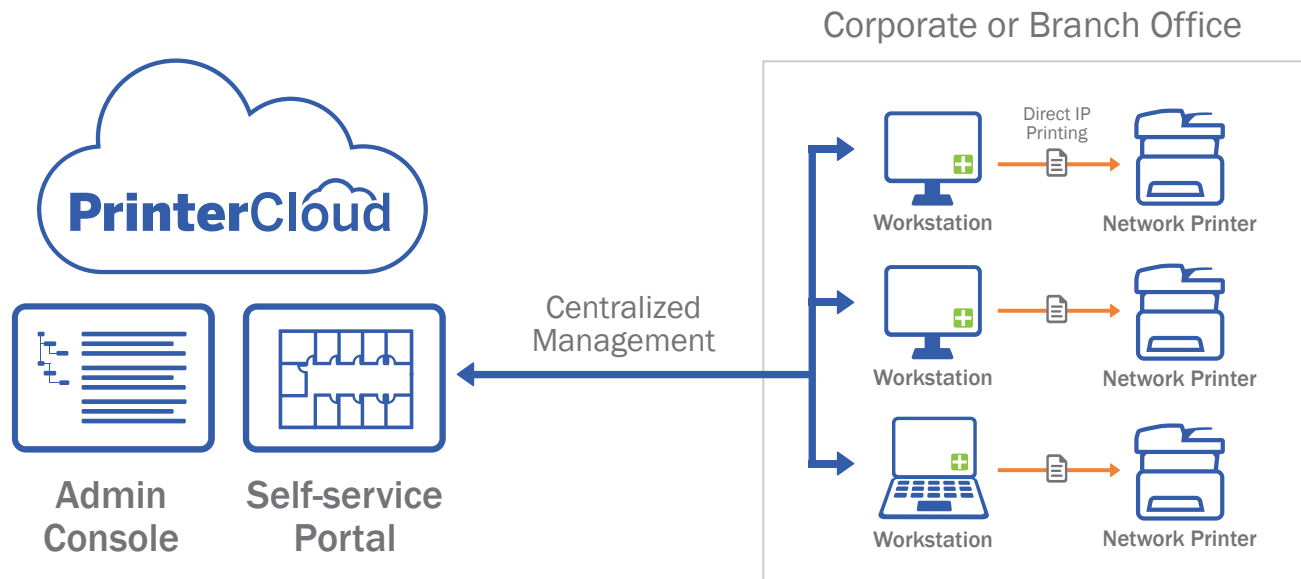
UNSPSC Codes: 81112005, 81112004, 81112205, 82111604



## **Warranties**

Warranties by product vary in its OEM Warranty from 90 days to 1 year. In a product sold with an ImageNet service contract ImageNet will warranty the product for the term that matches the service contract length up to 60 months.





## SaaS Solution from PrinterLogic

PrinterCloud from PrinterLogic is a SaaS solution that completely eliminates the need for print servers, delivers centralized print management, and empowers end users to install printers on their own with a single click. Businesses gain the efficiency of print management without infrastructure and implementation hassles, while lowering costs.

PrinterCloud offers the same enterprise-class features as PrinterLogic's on-premises solution—in a hosted, serverless platform. It gives IT professionals the ability to manage all of their network printers from a powerful web-based Admin Console. Using centrally managed direct IP printing, PrinterCloud greatly reduces downtime and keeps the environment stable and available, even if the internet connection goes down.

- **Centralized Print Management:**

Manage the entire organization's printers from a single Admin Console.

- **Self-service Installation:**

Users install their own printers with one click.

- **Printer Deployment:**

Eliminates the need for time-consuming group policy objects (GPOs) or scripts to deploy printers to end users.

- **Eliminate Infrastructure:**

Completely eliminate the cost and the headaches associated with print servers or any server by converting to centrally managed direct IP printing.

- **SaaS Solution:**

Same core solution as PrinterLogic's on-premises software now hosted in the cloud.



**PrinterCloud** is a print management SaaS solution for businesses that want quick, powerful control of their print environment without additional infrastructure. It offers scalable print management without undue overhead by providing IT administrators with powerful printer and driver deployment, reporting and auditing, VDI support, self-service printer installation, and available mobile and secure pull printing. With PrinterCloud, you'll get dramatic reductions in help-desk and IT management costs.

## Centrally Managed Direct IP Printing

- Print queue migration tool
- TCP/IP & name change control
- Printer driver change management
- Printer profile enforcement

## Printer Driver Deployment

- Eliminate scripting and GPOs
- Self-service printer installation portal
- End user proximity-based deployment
- Deploy based on Active Directory & hostname

## Administrative Controls

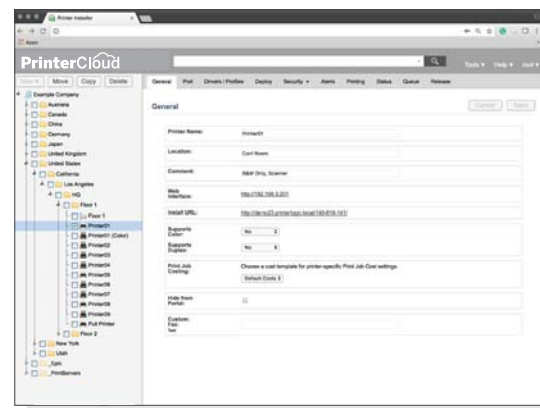
- Print queue management
- SNMP monitoring and alerts
- Workstation usage reports
- Print job auditing and costing
- Role-based access control

## Virtual Environments

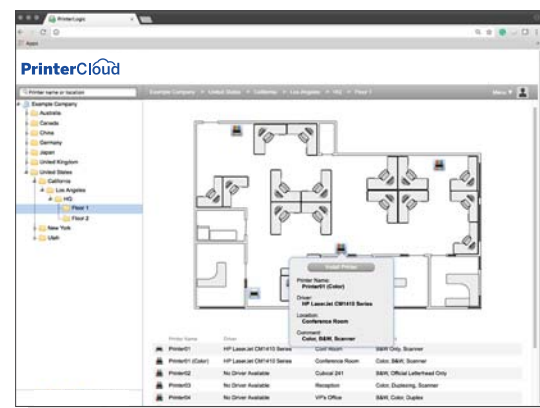
- Virtual driver management
- Citrix session fat clients
- Citrix session zero clients
- Golden image deployments

## Mobile & Pull Printing

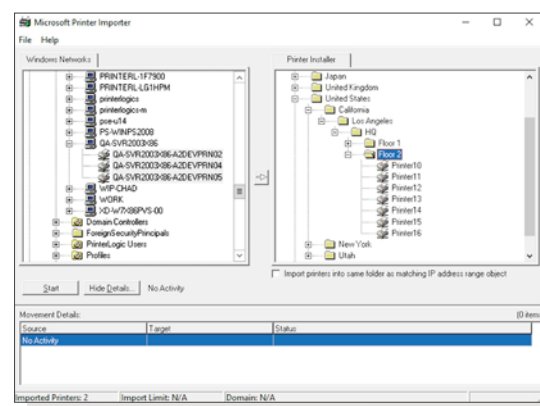
- Mobile, BYOD, & guest printing
- iOS, Chromebook, and Android
- Pull & secure printing
- Badge/card scan release
- Printer control panel release



Admin Console



End User Self-service Portal



Import Utility

**File Attachments for Item:**

15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-114: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$65,000 FROM THE WATER FUND BALANCE TO BE USED FOR WATER LINE REPAIRS AND RESTORATIONS.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 04/11/2023

**REQUESTER:** Scott Aynes, Line Maintenance Manager

**PRESENTER:** Scott Aynes, Line Maintenance Manager

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-114: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$65,000 FROM THE WATER FUND BALANCE TO BE USED FOR WATER LINE REPAIRS AND RESTORATIONS.

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### BACKGROUND:

The Line Maintenance Water Division has over 42,000 water meters to maintain and over 600 miles of water distribution lines to keep operational. Each year, funds are allocated in the amount of \$59,540 for water-repairs, \$16,695 for rock/sand and \$52,500 for concrete to use for installation and repair of water meters, repairing of water line breaks and ground restoration after the repair.

### DISCUSSION:

Staff has seen a 30% increase in water line breaks for fiscal year 2022-2023 (FYE 23). The material needed to make repairs on the older water lines and to set new water meters includes meters, meter yokes, meter boxes, no-lead brass fittings, and polyvinyl pipe. Additionally, sand is used for bedding around the pipe and crushed gravel is used to backfill for compaction around the repaired lines to make the ground stable for asphalt and or concrete to be re-installed as needed. All funds appropriated for installation and repair of these meters will be depleted prior to the end of FYE 23 and additional funds are needed for the rest of the fiscal year to purchase material for installations, repairs and restorations.

Materials for the services have recently been bid for FYE 24 and staff has been closely tracking material costs and lead times for parts delivery. Staff has estimated an additional \$15,000 will be necessary to complete the necessary material installation and repairs on the water lines and meter sets for the fiscal year, an additional \$30,000 for rock and sand as well as \$20,000 for concrete is estimated for restoration of these repairs.

In order to pay for the increase in installation and repairs, staff proposes to appropriate \$65,000 from the Water Fund balance (account 31-29000) to the Water Line Maintenance Division, with \$15,000 proposed to be allocated to Maintenance Water Supplies – Repairs (account 31955251-

43216), \$30,000 to Construction Materials Rock & Sand (account 31955251-43303) and \$20,000 to Maintenance & Repair Contract Concrete (account 31955251-44237).

**RECOMMENDATION:**

Staff recommends adopting Resolution R-2223-114 to appropriate \$65,000 from the Water Fund balance (account 31-29000) to the Line Maintenance Water Division: \$15,000 to Maintenance Water Supplies – Repairs; \$30,000 to Construction Materials Rock & Sand; and \$20,000 to Maintenance & Repair Contract Concrete.

# Resolution

R-2223-114

A RESOLUTION OF THE TRUSTEES OF THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$65,000 FROM THE WATER FUND BALANCE TO BE USED FOR WATER LINE REPAIRS AND RESTORATIONS FOR THE REMAINDER OF FYE 2023.

- § 1. WHEREAS, The Line Maintenance Division has over 42,000 water meters to maintain and over 600 miles of water distribution lines to keep operational; and
- § 2. WHEREAS, each year \$59,540 is allocated for water repairs, \$16,695 for rock/sand and \$52,500 for concrete to use for installation and repair of water meters, repairing water line breaks and ground restoration after the repair; and
- § 3. WHEREAS, staff has seen a 30% increase in water line breaks for FYE 2023 and funding will be depleted before the end of the fiscal year; and
- § 4. WHEREAS, Staff has estimated an additional \$15,000 will be needed to complete the necessary materials installation and repairs on water lines and meter sets, an additional \$30,000 will be needed for rock and sand; and \$20,000 is estimated for restoration of the repairs; and

NOW, THEREFORE, BE IT RESOLVED BY THE NORMAN UTILITIES AUTHORITY:

- § 5. That the following appropriations be made for the reason stated above:

<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Water Fund Balance 31-29000	Maintenance Water Supplies – Repairs 031955251-43216	\$15,000
Water Fund Balance 031-29000	Construction Materials Rock & Sand 031955251-43303	\$20,000
Water Fund Balance 031-29000	Maintenance and Repair Contract Concrete 031955251-44237	\$30,000

PASSED AND ADOPTED this 11th day of April, 2023.

ATTEST:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary



**File Attachments for Item:**

16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-116: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FYE 2022 GRANTS FOR BUSES AND BUS FACILITIES PROGRAM (5339(B)) FOR SIX (6) NEW CUTAWAY TRANSIT BUSES FOR THE PARATRANSIT FLEET; EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR THE LOCAL MATCH (\$258,905) IF SUCH GRANT IS AWARDED AND PROJECT APPROVED.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 04/11/23

**REQUESTER:** Taylor Johnson, Transit and Parking Program Manager

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

**TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-116: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FYE 2022 GRANTS FOR BUSES AND BUS FACILITIES PROGRAM (5339(B)) FOR SIX (6) NEW CUTAWAY TRANSIT BUSES FOR THE PARATRANSIT FLEET; EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR THE LOCAL MATCH (\$258,905) IF SUCH GRANT IS AWARDED AND PROJECT APPROVED.

### **BACKGROUND:**

The Federal Transit Administration (FTA) Grants for Buses and Bus Facilities Program (49 U.S.C. 5339) makes federal funding resources available to states and direct recipients to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations (5339(a)) and competitive grants (5339(b)). A sub-program, the Low- or No-Emission Vehicle Program (5339(c)), provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.

The federal fiscal year 2022-2023 (FFY23) grant opportunity is part of a larger package in FFY23 competitive grant funds to help modernize bus fleets and bus facilities across the country, including \$1.1 billion to help transit agencies purchase or lease low- or no- emission vehicles that use advanced technologies to help improve air quality and combat climate change.

On June 27, 2019, the City of Norman was recognized by the FTA as an eligible recipient of federal transit funds and is an eligible applicant of the 5339(b) Bus and Bus Facilities competitive grant program. Eligible activities for this program include capital projects to replace, rehabilitate, and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

A requirement of the Bus and Bus Facilities Program is to identify the source of local match to the federal funds and to provide evidence and commitment of those funds with the entity's application; a Council resolution meets this requirement.



When a project is selected, funds remain available for obligation for four fiscal years. This includes the fiscal year in which the amount is made available or appropriated plus three additional years.

While the City of Norman is eligible to, and plans to, apply to both the (5339(b)) and the (5339(c)) programs, the FTA is expected to only approve one grant or the other, but not both to the full extent requested. Since both grants will be scalable the FTA could award parts of both, but is not expected to exceed the largest amount in either single grant application. Submitting to both programs allows the City to increase its chances of being funded.

## **DISCUSSION:**

Vehicle replacement is critical to operate and maintain a safe, reliable, and cost-effective transit system. As the City of Norman replaces the vehicles in its transit fleet, staff has and will continue to identify opportunities to offset the cost of replacement by combining federal and local funds.

The City's fixed-route fleet includes nine (9) out of thirteen (13) vehicles that have reached their useful life or will do so by the end of fiscal year 2023. The City's paratransit fleet includes thirteen (13) out of fourteen (14) vehicles that have reached their useful life. While the City currently has ten (10) replacement vehicles already on order, that will still leave the City with twelve (12) out of twenty-seven (27) vehicles in the transit fleet which are past their useful life after the current orders are delivered.

The maximum federal cost share for this grant can be 85% which would require a minimum 15% local match; however, to remain competitive staff is recommending a cost share of 75% federal and 25% local match. Staff is recommending applying for 6 new "cutaway" transit buses (passenger seating module mounted on a van chassis) for the paratransit fleet. The proposed cost share per bus is \$146,173 federal (75%) and \$25,890 local match (25%), resulting in \$172,063 total per bus. Thus the proposed cost share for 6 cutaway buses is \$776,713 federal (75%) and \$258,905 local (25%), resulting in a \$1,035,618 total cost for 6 units.

Staff will indicate on the City's application that the project is scalable, meaning the FTA may opt to award less in terms of vehicle quantities than what the City is requesting.

## **RECOMMENDATION:**

Staff recommends that City Council approve Resolution R-2223-116 authorizing the City Manager or his designee to submit a grant application to the U.S. Department of Transportation's Federal Fiscal Year 2022-2023 Grants for Buses and Bus Facilities Program (5339(b)) for six (6) new cutaway transit buses for the paratransit fleet and expressing its commitment to seek funding for the local match (\$258,905) if such grant is awarded and project approved.

# Resolution

R-2223-116

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION'S FY2023 5339(B) BUS AND BUS FACILITIES PROGRAM AND EXPRESSING ITS COMMITMENT TO SECURE FUNDING FOR THE LOCAL MATCH IF SUCH GRANT IS AWARDED AND PROJECT APPROVED.

- § 1. WHEREAS, the Federal Transit Administration (FTA) Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) makes federal resources available to states and direct recipients to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities; and
- § 2. WHEREAS, the Section 5339(b) Bus and Bus Facilities Program provides competitive grants for bus and bus facility projects; and
- § 3. WHEREAS, the City of Norman was recognized by the FTA as an eligible recipient of federal transit funds and is an eligible applicant of the Bus and Bus Facilities Program; and
- § 4. WHEREAS, the application process requires identification of the source of the local match to federal funds and commitment to provide those funds if the project is selected for funding; and
- § 5. WHEREAS, City staff has an estimated price for six cutaway CNG paratransit vans of \$1,035,618 in total cost (or \$172,603 per bus), that includes base price, estimated options, and other charges as appropriate; and
- § 6. WHEREAS, the maximum federal cost share for this grant can be 85% which would require a minimum 15% local match; however, as a competitive grant program the proposed cost share for this grant is 75% federal (\$776,713) and 25% local (\$258,905) to make the City's application more competitive; and
- § 7. WHEREAS, funding for the City's local match could be provided through either the General Fund, Public Transit Sales Tax Fund, Capital Fund, or any other available local funding source allowed by law if the City receives such grant and the project is selected.



R-2223-116

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

- § 8. THAT the City of Norman, Oklahoma, hereby authorizes the City Manager or his designee to submit a grant application to the Federal Transit Administration's FY2023 Bus and Bus Facilities Program; and
- § 9. THAT the City of Norman, Oklahoma, expresses its commitment to seek funding for the local match through either the General Fund, Public Transit Sales Tax Fund, Capital Fund, or any other available local funding source allowed by law if the City receives such grant and the project is selected.

PASSED AND ADOPTED this 11<sup>th</sup> day of April, 2023.

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Mayor

ATTEST:

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City Clerk

**File Attachments for Item:**

17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-117: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION'S FYE 2023 LOW- OR NO-EMISSION VEHICLE PROGRAM GRANT PROGRAM (5339(C)) FOR SIX (6) NEW CUTAWAY TRANSIT BUSES FOR THE PARATRANSIT FLEET; EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR THE LOCAL MATCH (\$258,905) IF SUCH GRANT IS AWARDED AND PROJECT APPROVED.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 04/11/2023

**REQUESTER:** Taylor Johnson, Transit and Parking Program Manager

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

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-117: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION'S FYE 2023 LOW- OR NO-EMISSION VEHICLE PROGRAM GRANT PROGRAM (5339(C)) FOR SIX (6) NEW CUTAWAY TRANSIT BUSES FOR THE PARATRANSIT FLEET; EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR THE LOCAL MATCH (\$258,905) IF SUCH GRANT IS AWARDED AND PROJECT APPROVED.

### BACKGROUND:

The Federal Transit Administration (FTA) Grants for Buses and Bus Facilities Program (49 U.S.C. 5339) makes federal funding resources available to states and directs recipients to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations (5339(a)) and competitive grants (5339(b)). A sub-program, the Low- or No-Emission Vehicle Program (5339(c)), provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.

The federal fiscal year 2022-2023 (FFY23) grant opportunity is part of a larger package in FFY23 competitive grant funds to help modernize bus fleets and bus facilities across the country, including \$1.1 billion to help transit agencies purchase or lease low- or no- emission vehicles that use advanced technologies to help improve air quality and combat climate change.

On June 27, 2019, the City of Norman was recognized by the FTA as an eligible recipient of federal transit funds and is an eligible applicant of the Low- or No-Emission Vehicle Program. Eligible activities for this program include capital projects to replace, rehabilitate, and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

A requirement of the Low- or No-Emission Vehicle Program is to identify the source of local match to the federal funds and to provide evidence and commitment of those funds with the entity's application; a Council resolution meets this requirement.

When a project is selected, funds remain available for obligation for four fiscal years. This includes the fiscal year in which the amount is made available or appropriated plus three additional years.

While the City of Norman is eligible to, and plans to, apply to both the (5339(b)) and the (5339(c)) programs, the FTA is expected to only approve one grant or the other, but not both to the full extent requested. Since both grants will be scalable, the FTA could award parts of both, but is not expected to exceed the largest amount in either single grant application. Submitting to both programs allows the City to increase its chances of being funded.

### **DISCUSSION:**

Vehicle replacement is critical to operate and maintain a safe, reliable, and cost-effective transit system. As the City of Norman replaces the vehicles in its transit fleet, staff has and will continue to identify opportunities to offset the cost of replacement by combining federal and local funds. The City's fixed-route fleet includes nine (9) out of thirteen (13) vehicles that have reached their useful life or will do so by the end of fiscal year 2023. The City's paratransit fleet includes thirteen (13) out of fourteen (14) vehicles that have reached their useful life. While the City currently has ten (10) replacement vehicles already on order, that will still leave the City with twelve (12) out of twenty-seven (27) vehicles in the transit fleet which are past their useful life after the current orders are delivered.

The FTA's Low- or No-Emissions Vehicle Program (5339(c)) is a specific opportunity to replace those vehicles that have reached their useful life with low- or no-emission alternatives, which is in line with the City's Alternative Fuel Program.

The maximum federal cost share for this grant can be 85%, which would require a minimum 15% local match; however, to remain competitive staff is recommending a cost share of 75% federal and 25% local match. Staff is recommending applying for 6 new "cutaway" transit buses (passenger seating module, mounted on a van chassis) for the paratransit fleet. The proposed cost share per bus is \$146,173 federal (75%) and \$25,890 local match (25%), resulting in \$172,603 total per bus. Thus, the proposed cost share for 6 cutaway buses is \$776,713 federal (75%) and \$258,905 local (25%), resulting in a \$1,035,618 total cost for 6 units.

Staff will indicate on the City's application that the project is scalable, meaning the FTA may opt to award less in terms of vehicle quantities than what the City is requesting.

### **RECOMMENDATION:**

Staff recommends that City Council approve Resolution R-2223-117 authorizing the City Manager or his designee to submit a grant application to the U.S. Department of Transportation's Federal Fiscal Year 2022-2023 Low- or No-Emission Vehicle Program grant program (5339(c)) for six (6) new cutaway transit buses for the paratransit fleet and expressing its commitment to secure funding for the local match (\$258,905) if such grant is awarded and project approved.

R-2223-117

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION'S FY2023 LOW- OR NO-EMISSION VEHICLE PROGRAM AND EXPRESSING ITS COMMITMENT TO SECURE FUNDING FOR THE LOCAL MATCH IF SUCH GRANT IS AWARDED AND PROJECT APPROVED.

- § 1. WHEREAS, the Federal Transit Administration (FTA) Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) makes federal resources available to states and direct recipients to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities; and
- § 2. WHEREAS, the Low- or No-Emission Vehicle Program provides competitive grants for bus and bus facility projects that support low- and zero-emission vehicles; and
- § 3. WHEREAS, the City of Norman was recognized by the FTA as an eligible recipient of federal transit funds and is an eligible applicant of the Low- or No-Emission Vehicle Program; and
- § 4. WHEREAS, the application process requires identification of the source of the local match to federal funds and commitment to provide those funds if the project is selected for funding; and
- § 5. WHEREAS, City staff has an estimated price for six cutaway CNG paratransit vans of \$1,035,618 in total cost (or \$172,603 per bus), that includes base price, estimated options, and other charges as appropriate; and
- § 6. WHEREAS, the maximum federal cost share for this grant can be 85% which would require a minimum 15% local match; however, as a competitive grant program the proposed cost share for this grant is 75% federal (\$776,713) and 25% local (\$258,905) to make the City's application more competitive; and
- § 7. WHEREAS, funding for the City's local match could be provided through either the General Fund, Public Transit Sales Tax Fund, Capital Fund, or any other available local funding source allowed by law if the City receives such grant and the project is selected.



R-2223-117

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

- § 8. THAT the City of Norman, Oklahoma, hereby authorizes the City Manager or his designee to submit a grant application to the Federal Transit Administration's FY2023 Low- or No-Emission Vehicle Program; and
- § 9. THAT the City of Norman, Oklahoma, expresses its commitment to secure funding for the local match through either the General Fund, Public Transit Sales Tax Fund, Capital Fund, or any other available local funding source allowed by law if the City receives such grant and the project is selected.

PASSED AND ADOPTED this 11<sup>th</sup> day of April, 2023

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Mayor

ATTEST:

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City Clerk



**File Attachments for Item:**

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-27 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN, 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.)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 04/11/2023

**REQUESTER:** RELA, L.L.C.

**PRESENTER:** Jane Hudson, Director of Planning & Community Development

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-27 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN, 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.)

### PROJECT OVERVIEW:

RELA, L.L.C. is requesting a rezoning to PUD, Planned Unit Development, at 5201 24th Avenue N.E.. The subject property is currently zoned A-2, Rural Agricultural District. The applicant requests this rezoning to provide a location for a nonprofit organization, Sunhive Collective, with day activity programs for people ages 17 and up with physical and intellectual disabilities.

### PROCEDURAL REQUIREMENTS:

#### **GREENBELT MEETING**

Greenbelt review was not required for this application.

#### **PRE-DEVELOPMENT MEETING PD23-01, February 23, 2023**

The neighbors attending were concerned with what the uses would be on the property.

In discussion with the applicant, the neighbors felt better knowing the specific uses would be outlined in the PUD Narrative.

## **ZONING ORDINANCE CITATION:**

On February 28, 2023, the City Council approved a recodification of the Norman Municipal Code that will ultimately renumber regulations applicable to this application. The renumbered code will be effective when this matter is considered by City Council upon second and final reading, on April 11, 2023. Thus, updated code provisions are cited herein.

### **SEC. 36-509 – PLANNED UNIT DEVELOPMENTS**

- (a) *Statement of purpose.* It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The PUD, Planned Unit Development District herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit, and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City. Specifically, the purposes of this section are to encourage:
1. A maximum choice in the types of environment and living units available to the public.
  2. Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
  3. Maximum enhancement and minimal disruption of existing natural features and amenities.
  4. Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long-range plan and remain compatible with surrounding developments.
  5. More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
  6. Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use. The PUD, Planned Unit Development regulations are designed to provide for small- and large-scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development, which is related to, and affects, the long-term value of the homes and other development. A planned unit development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

The PUD (Planned Unit Development) Regulations are designed to provide for small and large-scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses, which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development, which is related to, and affects, the long-term value of the homes and other development. A Planned Unit Development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

**STAFF ANALYSIS:** The particulars of this PUD include:

**USE:** The PUD narrative includes the following uses:

- Up to two (2) Single Family Homes (Including one utilized for an Employee Caretaker);
- Nonprofit organization providing daytime programming, 8am to 6pm, for members with differing degrees of physical and/or intellectual disabilities – 30 members;
- Weekend events for organization members only throughout the year, as well as yearly daytime summer camps (ex. member birthday party);
- Agricultural crops;
- Raising of farm animals;
- Plant nursery;
- Accessory buildings, including barns, sheds and other farm buildings, which are not part of the main building.

**OPEN SPACE:**

The entire tract encompasses 19.84 acres. Parts of this tract are in the flood plain. None of the buildings or improvements for this site will be in the flood plain, as shown on the site plan. In addition to the current house and the additions described, the remaining land will be left as currently shown. The general area of development will be as shown on the site plan, encompassing approximately 3.24 acres of the 19.84 acres. The remaining area of the tract will be left as open space, equating to 84% open space.

**SITE PLAN/ACCESS:**

The western property line of the subject property is adjacent to 24<sup>th</sup> Ave NE; there will be one access point on 24<sup>th</sup> Ave NE. The applicant proposes to repurpose the existing building and add three additional buildings as well as a parking area. Approximately 1200 linear feet of fence will be added to the property along the north and south property lines. Two of the buildings will be used for indoor activities, another as a barn, and the last one as the caretaker residence, as shown on the site development plan. Setbacks for the property will follow current A-2 setback requirements.

**LANDSCAPING:** Due to the rural nature of this 19-acre parcel and the limited number of parking spaces, no additional landscaping will be required of this proposed site plan.

**SIGNAGE:** All signs shall comply with the applicable City of Norman Sign Ordinance requirements for office use, as amended from time to time.

**LIGHTING:** The site will have security pole lights installed by the designated utility service provider. Any new lights installed for this site will be full cut-off fixtures, directed inward and away from adjacent properties.

**PARKING:** The tract is large enough to provide on-site parking for this use. The staff will park on-site. Parking will be provided as shown on the site plan. The existing drive is private and will be enlarged to accommodate the ease of daily drop-off and pick-up, as well as use of wheelchairs. To meet these needs a concrete driveway and adjacent parking is planned.

**SIDEWALKS:** Sidewalks are not required for this development.

**PHASING:** The requested improvements will be done on the property in phases as described below and shown on the Site Plan, Exhibit A1:

- Phase 1: (to be completed prior to occupancy/use):
  - The main existing house of 2,700 square feet will be remodeled to be used for indoor activities to accommodate SunHive Members' needs.
  - Improve the current driveway as shown on the site plan to be ADA compliant.
  - Build a 6-foot privacy fence on the North and South sides of the primary residence. South side will be approximately 500 linear feet and the one on the North property line is about 639 linear feet, as depicted on the site plan.
  - Build two sets of 6-foot-tall fences to finish enclosing the primary residence at the front and back of the primary residence (on the East and West portions), each side being 330 feet.

The following stages will be carried out with the availability of funds and the increase in members.

- Phase 2: Build an accessory structure of approximately 2,400 square feet for animals (goats, donkeys, chickens) and to store equipment and feed. Gardens for vegetables and flowers will be built adjacent to this structure.
- Phase 3: Build a second accessory structure of approximately 3,000-5,000 square feet for indoor activities and to accommodate no more than 30 members.
- Phase 4: Build a small cottage/single-family dwelling of approximately 2,000-2,500 square feet, with its own septic and well, for use by a staff member/caretaker that will live on-site full-time. The caretaker house will have a gravel access drive on the property, as shown on the site plan.

**EXISTING ZONING:** The subject property is currently zoned A-2, Rural Agricultural District. This district allows for single-family homes and agricultural uses, such as farming or the raising of farm animals. A use like the one proposed in this PUD would not be permitted in A-2.

### **ALTERNATIVES/ISSUES:**

**IMPACTS:** While this use will produce more traffic than the current use of single-family home, it is not anticipated to have a negative impact on neighbors. Activities will occur mostly indoors

and sufficient parking will be provided. The PUD allows for 45 people on site at one time with 30 members and 15 staff members. (At this time, there are only 6 to 8 members.)

**OTHER AGENCY COMMENTS:**

**FIRE DEPARTMENT:** No comments.

**PUBLIC WORKS/ENGINEERING:** No comments.

**TRAFFIC ENGINEER:** No comments.

**UTILITIES:** This property is currently not serviced by City Utilities for water or sewer; it is on private well and septic. For solid waste service, the use of polycarts will be sufficient as long as the volume of waste can still be served with no more than three polycarts. The applicant has been advised of the need to consult with and comply with potential state agencies regarding any state requirements.

**CONCLUSION:**

Staff forwards this request for rezoning from A-2, Rural Agricultural District, to a PUD, Planned Unit Development, and Ordinance O-2223-27 for consideration by City Council.

**PLANNING COMMISSION ACTION:**

At their March 9, 2023 meeting, Planning Commission unanimously recommended adoption of Ordinance O-2223-27 to City Council.

O-2223-27

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 24<sup>th</sup> Avenue N.E.)

- § 1. WHEREAS, RELA, L.L.C., the owner of the hereinafter described property, has made application to have the subject property removed from the A-2, Rural Agricultural District and placed in the PUD, Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 201 of Chapter 36 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the A-2, Rural Agricultural District and place the same in the PUD, Planned Unit Development District, to wit:

A part of the SW/4 of Section 3, T9N-R2W of the Indian Meridian. Cleveland County, Oklahoma being more particularly described as follows:  
Commencing at the West 1/4 corner of said Section 3; thence S 00° 12' 36" E along the West section line a distance of 662.02 feet for a point of beginning; thence N 89° 19' 12" E a distance of 658.89 Feet; thence N 00° 12' 47" W a distance of 662.02 feet to the E-W 1/4 section line; thence N 89° 19' 12" E along

Ordinance No. O-2223-27

Page 2

the E-W 1/4 section line a distance of 658.86 feet; Thence S 00° 12' 58" E a distance of 989.78 feet; thence S 89° 35' 13" W a distance of 1317.78 feet to the

West section line; thence N 00° 12' 36" W along the West section line a distance of 321.62 feet to the point of beginning.

Containing 19.84 acres, more or less.

§ 5. Further, pursuant to the provisions of Section 36-509 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the PUD Narrative, Site Development Plan, and supporting documentation, approved by the Planning Commission on March 9, 2023, and made a part hereof.

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

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

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

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)



SunHive Collective Inc.

A Planned Unit Development (PUD)

Owner: RELA L.L.C.  
Pati Torbati (Sole Member)

Business Name: SunHive Collective  
Inc. Board Representative/Member: Hussein Torbati

5201 24<sup>th</sup> Ave NE  
Norman, Ok 73071

Address of Property owner: 7481 E Rock Creek Rd  
Norman, Ok 73026

Contact name, number, email: Hussein Torbati  
Tel: 405-818-9600  
Email: [htorbati@ClassenUrgentCare.com](mailto:htorbati@ClassenUrgentCare.com)

## Property Legal:

Property Address: 5201 24<sup>th</sup> Ave. NE, Norman, OK 73071

Property Legal: COS-0506-9, Tract Two of Norman Rural Certificate of Survey - Fletcher Farms. A part of the SW/4 of Section 3, T9N-R2W of the Indian Meridian. Cleveland County, Oklahoma being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 3; thence S 00 12' 36" E along the West section line a distance of 66202 feet for a point of beginning; thence N 89 19' 12" E a distance of 658.89 Feet; thence N 00 12' 47" W a distance of 662.02 feet to the E-W 1/4 section line; thence N 89 19' 12" E along the E-W 1/4 section line a distance of 658.86 feet; Thence S 00 12' 58" E a distance of 989.78 feet; thence S 89° 35' 13" W a distance of 1317.78 feet to the West section line; thence N 00" 12' 36" W along the West section line a distance of 321.62 feet to the point of beginning. Said tract containing 19.84 acres.

## Background:

SunHive Collective Inc is a nonprofit 501(C) (3) group, which has been in operation since Oct 10, 2022.

The program was started when a special education teacher (and one of the co-founders), knew there needed to be something more for her special needs students after high school. She reached out to parents of a student who had just graduated. She asked them what her prior student was doing now. When the parents answered, "Nothing," it shocked her. This special ed teacher and the parents put their ideas of what they would love to see in a program for young adults with disabilities and began SunHive Collective.

This story of "Nothing to do" after high school is repeated throughout Norman and indeed, the entire state. For those with disabilities to the extent that they cannot work or interact with the community without assistance, no programs are available in Norman. Parents / guardians must find ways to keep their adult children safe and engaged. This can be very difficult, especially when the parents/guardians must work. These young adults often end up regressing – losing the skills learned in the special needs programs through the public schools. We hope to help this situation, for at least some of these young adults.

## Application Summary:

RELA L.L.C. is requesting zoning for a Planned Unit Development for the subject property to be used by SunHive Collective, Inc., a day program for members with physical and/or intellectual disabilities.

### **Services and Business Use Description:**

We plan for the property to be used by SunHive Collective.

Sunhive Collective (Sunhive) is a nonprofit organization providing a program for members with differing degrees of physical and/or intellectual disabilities.

SunHive will have programs for members Monday through Friday from 8 am to 6 pm. Sunhive will have occasional weekend events for the members, as well occasional daytime summer camps to introduce those younger disabled members, soon to graduate high school, to SunHive.

The members are assisted by caring and trained individuals to learn daily living skills, maintain and improve social skills, and to interact with the community. The program also provides a safe, inclusive place for the members to interact with their friends.

Each person's individual and unique abilities are cultivated and fostered through hands-on experiences that help them thrive.

The animals and gardens will be used not only for relaxation, but also to give the members purpose and responsibilities. SunHive hopes that one day, their members will sell their eggs and other farm products at the Farmers' Market.

A maximum of 30 members will be accepted with a staffing ratio of approximately 2:1 staff to members depending upon member need.

The members will not have vehicles at the property, but will be dropped off and picked up by their guardians.

### **Existing Conditions:**

This tract is approximately 19.84 acres. There is an existing house on the property; the house is approximately 2,700 square feet. This existing house will provide ample room for member gatherings and activities.

### **Allowed Uses:**

The uses allowed for this site are shown in Exhibit B.

### **Phasing Plan:**

The requested improvements will be done on the property in phases as described below and shown on the Site Plan, Exhibit A1:

Phase 1: (to be completed prior to occupancy/use):

- The main existing house of 2,700 square feet will be remodeled to be used for indoor activities to accommodate SunHive Members' needs.
- Improve the current driveway as shown on the site plan to be ADA compliant.
- Build a 6-foot privacy fence on the North and South sides of the primary residence. South side will be approximately 500 linear feet and the one on the North property line is about 639 linear feet, as depicted on the site plan.
- Build two sets of 6-foot-tall fences to finish enclosing the primary residence at the front and back of the primary residence (on the East and West portions), each side being 330 feet.

The following stages will be carried out with the availability of funds and the increase in members.

Phase 2: Build an accessory structure of approximately 2,400 square feet for animals (goats, donkeys, chickens) and to store equipment and feed. Gardens for vegetables and flowers will be built adjacent to this structure.

Phase 3: Build a second accessory structure of approximately 3,000-5,000 square feet for indoor activities and to accommodate no more than 30 members.

Phase 4: Build a small cottage/single-family dwelling of approximately 2,000-2,500 square feet, with its own septic and well, for use by a staff member/caretaker that will live on-site full-time. The caretaker house will have a gravel access drive on our own property, as shown on the site plan.

### **Site Development:**

**Parking:** The tract is large enough to provide on-site parking for this use. The staff will park on-site. Parking will be provided as shown on the site plan. The existing drive is private and will be enlarged to accommodate the ease of daily drop-off and pick-up, as well as use of wheelchairs. To meet these needs a concrete driveway and adjacent parking is planned.

**Landscaping:** Due to the rural nature of this 19-acre parcel and the limited number of parking spaces, no additional landscaping will be required of this proposed site plan.

**Traffic:** Traffic generation is low for this use. Traffic generation consists of member guardians dropping off members in the morning (8-9 am) and picking up members in the afternoon (4-6 pm) Monday through Friday. All traffic will be contained on-site, there will be turnaround areas on-site eliminating any backing onto 24<sup>th</sup> Ave NE.

**Setbacks:** The minimum front yard setback shall be 100' from the centerline of the public street. The minimum side yard setback shall be 25'. The minimum rear yard setback shall be 50'.

**Signage:** All signage for the property will follow the applicable City of Norman Sign Ordinance requirements for office use, as amended from time to time.

**Lighting:** The site will have security pole lights installed by the designated utility service provider. Any new lights installed for this site will be full cut-off fixtures, directed inward and away from adjacent properties.

**Utilities Services:** The primary residence already has appropriate septic and well to accommodate our needs. Electricity is already located on the property.

**Fire Protection:** Provided by the City of Norman Fire Department.

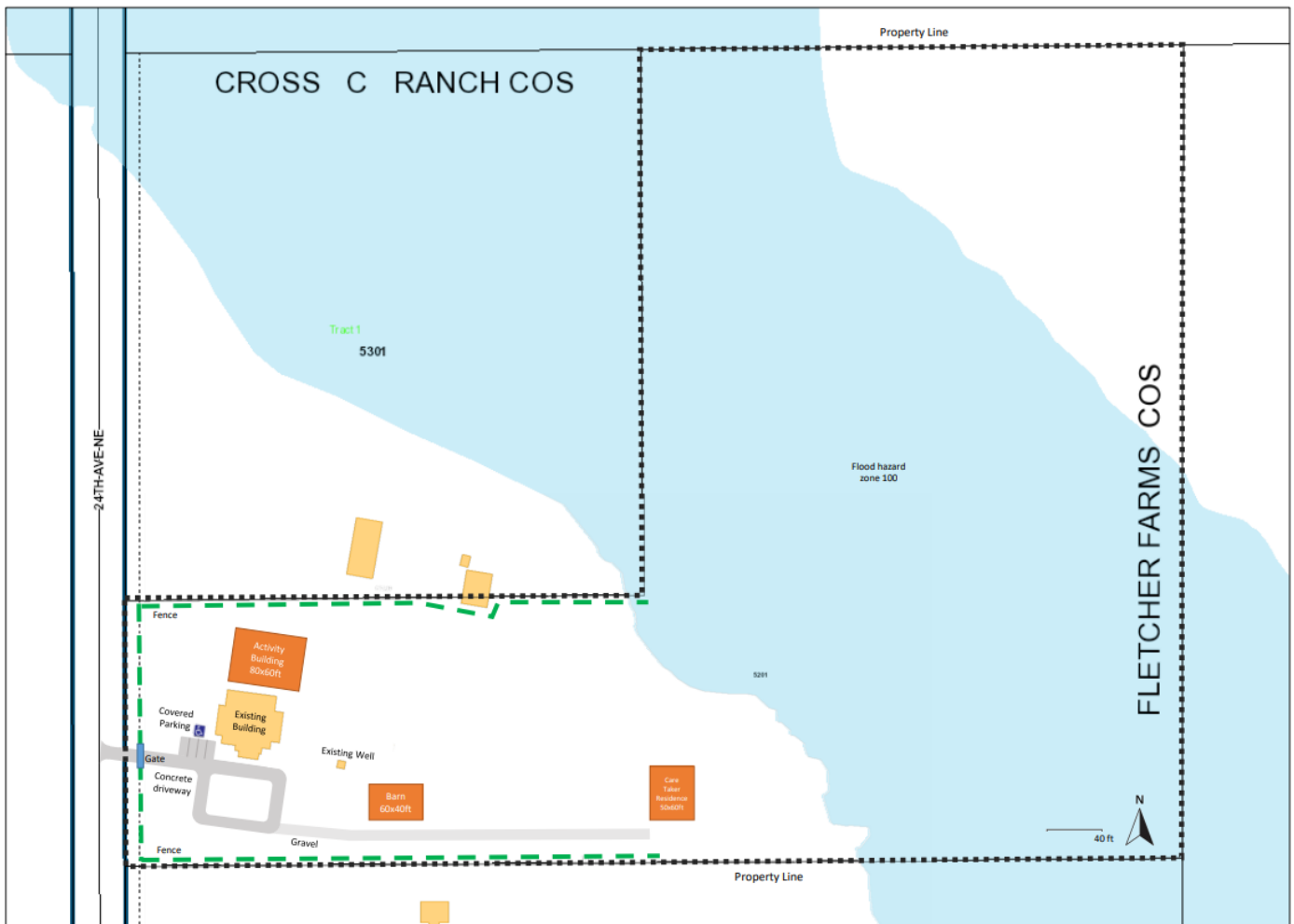
**Fencing:** Build a 6-foot privacy fence on the North and South sides of the primary residence. South side will be approximately 500 linear feet and the one on the North property line is about 639 linear feet, as depicted on the site plan. Build two sets of 6-foot-tall fences to finish enclosing the primary residence at the front and back of the primary residence (on the East and West portions), each side being 330 feet.

**Open Space:** The entire tract encompasses 19.84 acres. Parts of this tract are in the flood plain. None of the buildings or improvements for this site will be in the flood plain, as shown on the site plan. In addition to the current house and the additions described, the remaining land will be left as currently shown. The general area of development will be as shown on the site plan, encompassing approximately 3.24 acres of the 19.84 acres. The remaining area of the tract will be left as open space, equating to 84% open space.

## Exhibit A1

### Site Development Plan

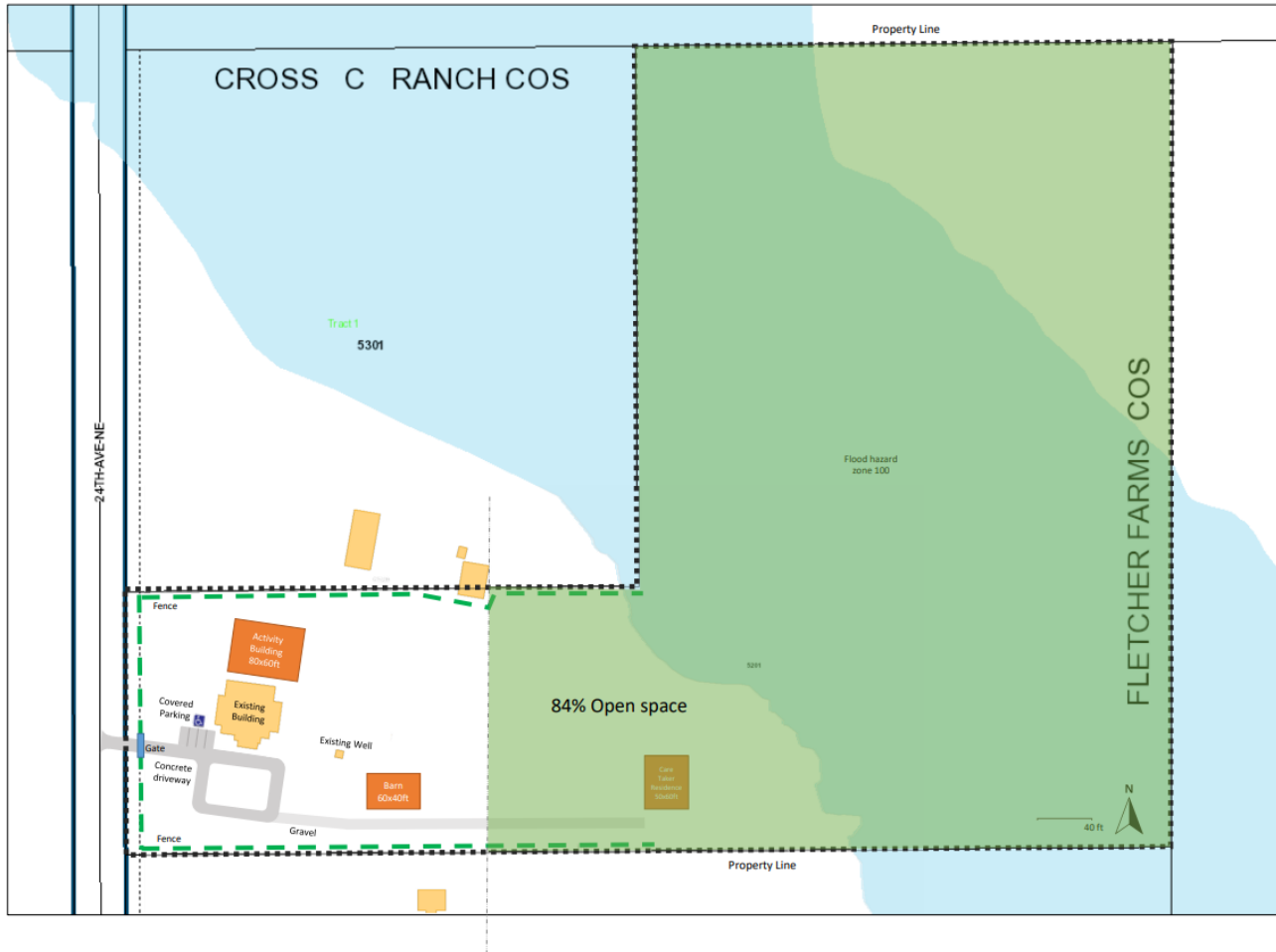
5201 24th Ave NE, Norman, OK



## Exhibit A2

### Site Development Plan- Open Space

5201 24th Ave NE, Norman, OK



## Exhibit B

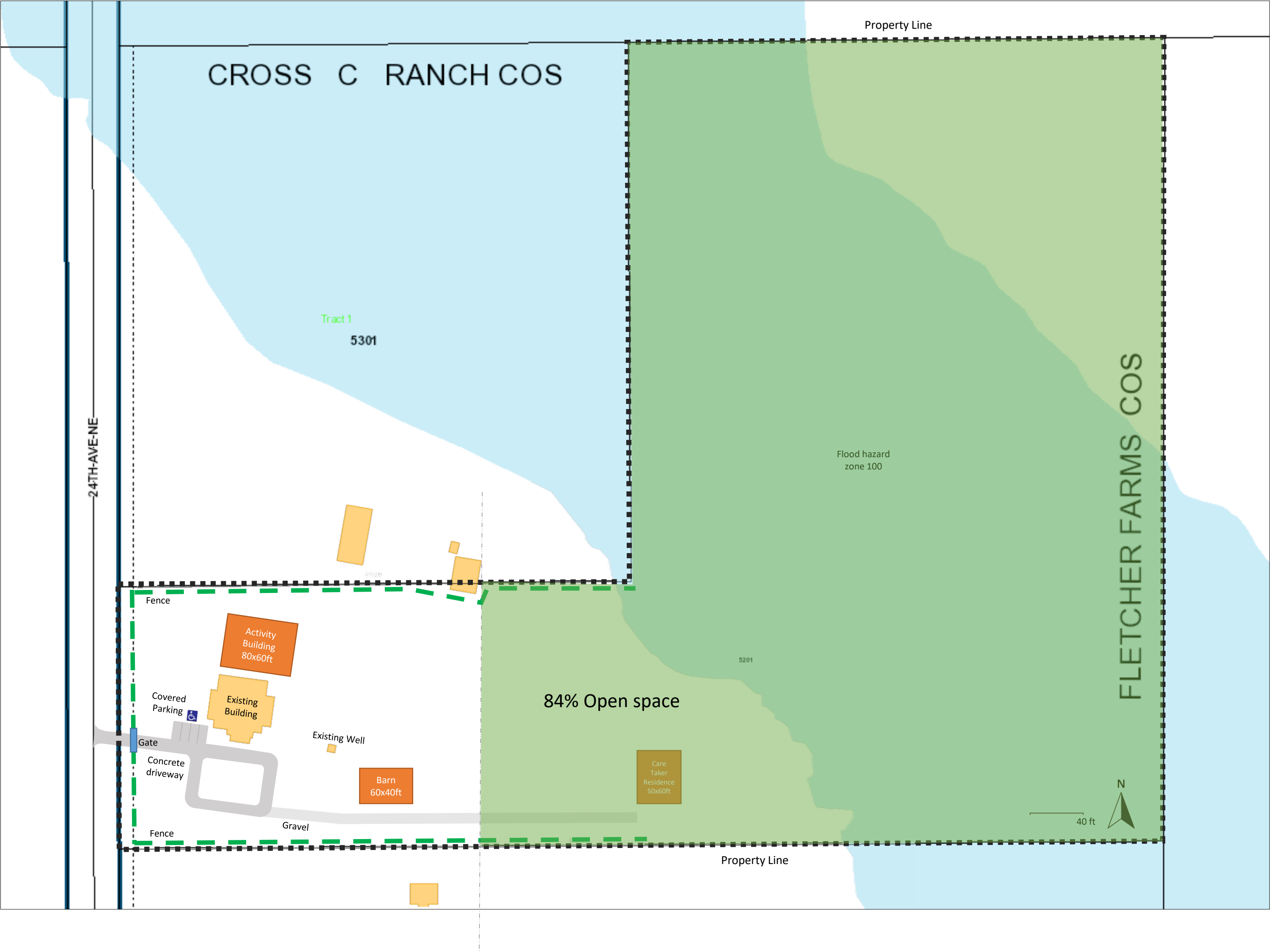
### Allowed Uses:

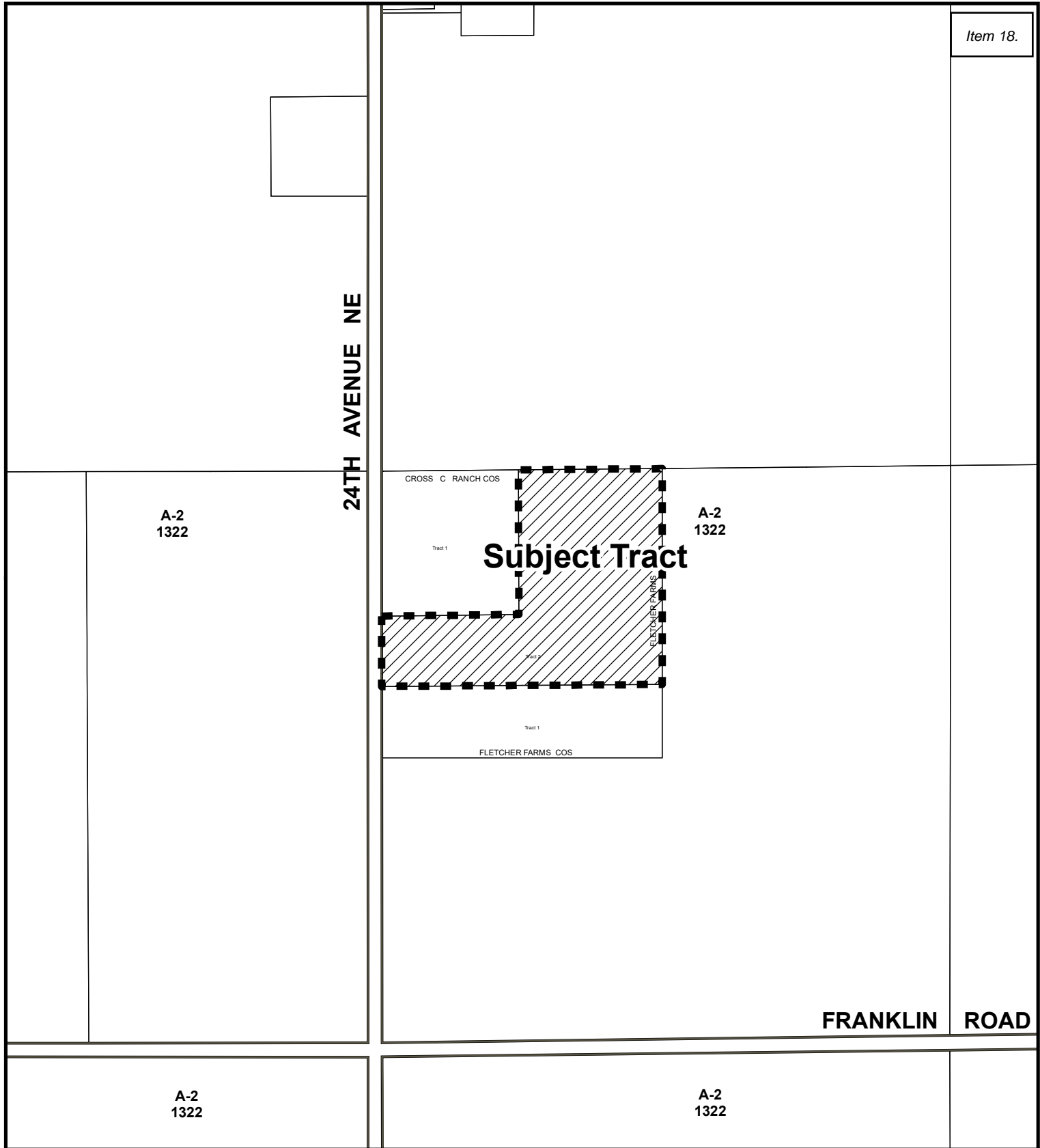
The uses allowed for this site are as follows and shown in Exhibit B:

- Up to two (2) Single Family Homes (Including one utilized for an Employee Caretaker);
- Nonprofit organization providing daytime programming, 8am to 6pm, for members with differing degrees of physical and/or intellectual disabilities – 30 members;
- Weekend events for organization members only throughout the year, as well as yearly daytime summer camps (ex. member birthday party);
- Agricultural crops;
- Raising of farm animals;
- Plant nursery;
- Accessory buildings, including barns, sheds and other farm buildings which are not part of the main building.



# 5201 24th Ave NE, Norman, OK

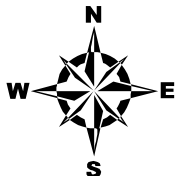




# Location Map



Map Produced by the City of Norman  
Geographic Information System.  
The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.



February 3, 2023

0 300 600 Ft.

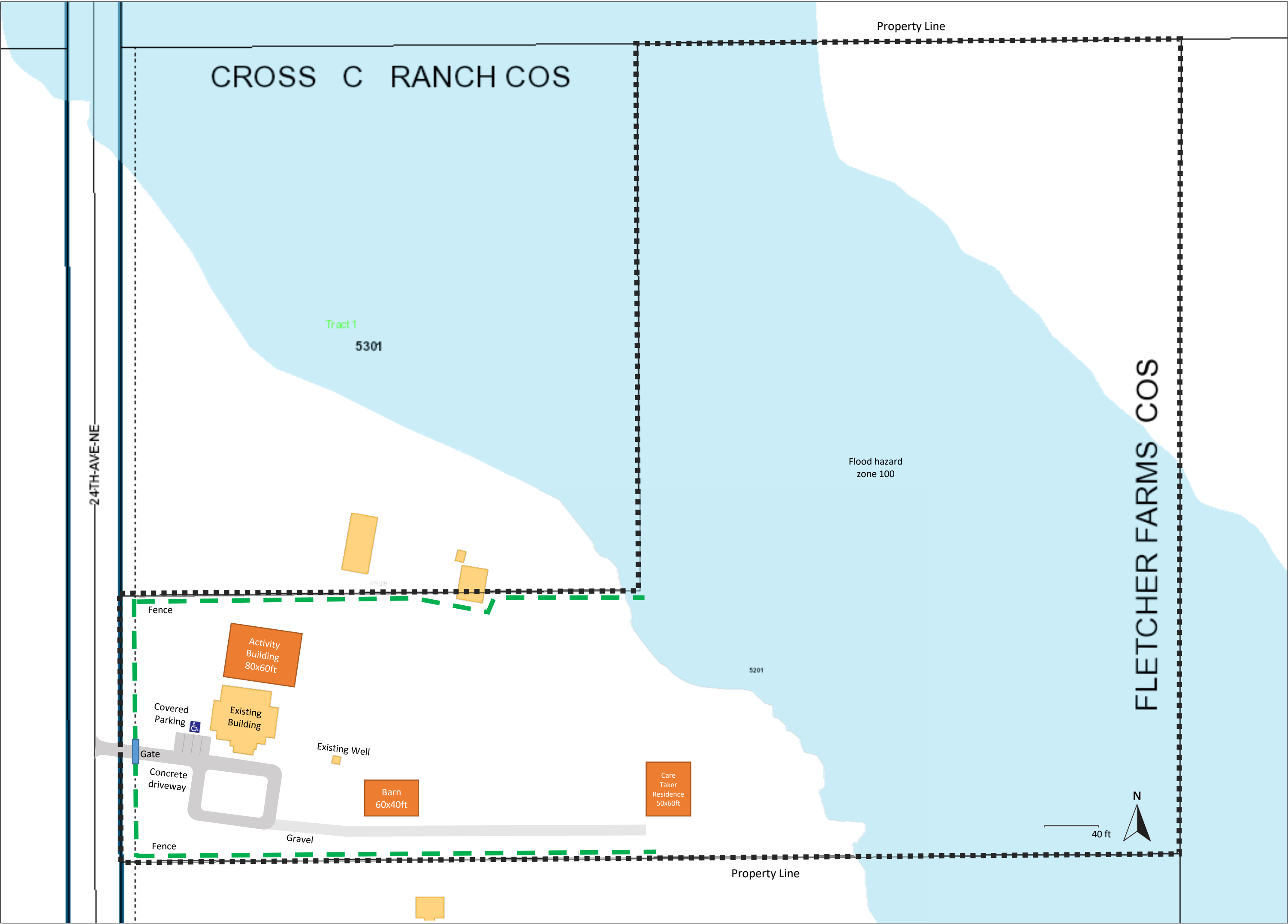


Subject Tract



Zoning

# 5201 24th Ave NE, Norman, OK



ORDINANCE NO. O-2223-27

ITEM NO. 4

**STAFF REPORT****GENERAL INFORMATION**

APPLICANT	RELA, L.L.C. (Operated by Sunhive Collective)
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	A-2, Rural Agricultural District
SURROUNDING ZONING	North: A-2, Rural Agricultural District East: A-2, Rural Agricultural District South: A-2, Rural Agricultural District West: A-2, Rural Agricultural District
LOCATION	5201 24 <sup>th</sup> Avenue N.E.
WARD	Ward 5
CORE AREA	No
AREA/SF	19.84 acres more or less
PURPOSE	To provide a location for a nonprofit organization with day activity programs for people ages 17 and up with physical and intellectual disabilities
EXISTING LAND USE	Residential
SURROUNDING LAND USE	North: Residential/Floodplain East: Vacant/Floodplain South: Residential West: Vacant/Floodplain
LAND USE PLAN DESIGNATION	Country Residential
PROPOSED LAND USE DESIGNATION	No change
GROWTH AREA DESIGNATION	Country Residential/Community Separator

**PROJECT OVERVIEW:** RELA, L.L.C. (Operated by SunHive Collective) is requesting a rezoning to PUD, Planned Unit Development, at 5201 24th Avenue N.E. The subject property is currently zoned A-2, Rural Agricultural District. The applicant requests this rezoning to provide a location for a nonprofit organization with day activity programs for people ages 17 and up with physical and intellectual disabilities.

**PROCEDURAL REQUIREMENTS:**  
**GREENBELT MEETING**

Not required for this application.

**PRE-DEVELOPMENT MEETING:**      **PD23-01,      February 23, 2023**

The neighbors attending were concerned with what the uses would be on the property.

In discussion with the applicant, the neighbors felt better knowing the specific uses would be outlined in the PUD Narrative.

**ZONING ORDINANCE CITATION:**

**SEC. 420 – PLANNED UNIT DEVELOPMENT**

1. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The "PUD" Planned Unit Development district herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City.

Specifically, the purposes of this section are to encourage:

- (a) A maximum choice in the types of environment and living units available to the public.
- (b) Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- (c) Maximum enhancement and minimal disruption of existing natural features and amenities.
- (d) Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long range plan and remain compatible with surrounding developments.
- (e) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- (f) Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.

The PUD (Planned Unit Development) Regulations are designed to provide for small and scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development which is related to, and affects, the long term value of the homes and other development. A Planned Unit Development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

**STAFF ANALYSIS:** The particulars of this PUD include:

**USE:** The PUD narrative includes the following uses:

- Up to two (2) Single Family Homes (Including one utilized for an Employee Caretaker);
- Nonprofit organization providing daytime programming, 8am to 6pm, for members with differing degrees of physical and/or intellectual disabilities – 30 members;
- Weekend events for organization members only throughout the year, as well as yearly daytime summer camps (ex. member birthday party);
- Agricultural crops;
- Raising of farm animals;
- Plant nursery;
- Accessory buildings, including barns, sheds and other farm buildings which are not part of the main building.

**OPEN SPACE:** The entire tract encompasses 19.84 acres. Parts of this tract are in the flood plain. None of the buildings or improvements for this site will be in the flood plain, as shown on the site plan. In addition to the current house and the additions described, the remaining land will be left as currently shown. The general area of development will be as shown on the site plan, encompassing approximately 3.24 acres of the 19.84 acres. The remaining area of the tract will be left as open space, equating to 84% open space.

**SITE PLAN/ACCESS:** The western property line of the subject property is adjacent to 24<sup>th</sup> Ave NE; there will be one access point on 24<sup>th</sup> Ave NE. The applicant proposes to repurpose the existing building and add three additional buildings as well as a parking area. Approximately 1200 linear feet of fence will be added to the property along the north and south property lines. Two of the buildings will be used for indoor activities, another as a barn, and the last one as the caretaker residence, as shown on the site development plan. Setbacks for the property will follow current A-2 setback requirements.

**LANDSCAPING:** Due to the rural nature of this 19-acre parcel and the limited number of parking spaces, no additional landscaping will be required of this proposed site plan.

**SIGNAGE:** All signs shall comply with the applicable City of Norman Sign Ordinance requirements for office use, as amended from time to time.

**LIGHTING:** The site will have security pole lights installed by the designated utility service provider. Any new lights installed for this site will be full cut-off fixtures, directed inward and away from adjacent properties.

**PARKING:** The tract is large enough to provide on-site parking for this use. The staff will park on-site. Parking will be provided as shown on the site plan. The existing drive is private and will be enlarged to accommodate the ease of daily drop-off and pick-up, as well as use of wheelchairs. To meet these needs a concrete driveway and adjacent parking is planned.

**SIDEWALKS:** Sidewalks are not required for this development.

**PHASING:** The requested improvements will be done on the property in phases as described below and shown on the Site Plan, Exhibit A1:

- Phase 1: (to be completed prior to occupancy/use):
  - The main existing house of 2,700 square feet will be remodeled to be used for indoor activities to accommodate SunHive Members' needs.
  - Improve the current driveway as shown on the site plan to be ADA compliant.
  - Build a 6-foot privacy fence on the North and South sides of the primary residence. South side will be approximately 500 linear feet and the one on the North property line is about 639 linear feet, as depicted on the site plan.
  - Build two sets of 6-foot-tall fences to finish enclosing the primary residence at the front and back of the primary residence (on the East and West portions), each side being 330 feet.

The following stages will be carried out with the availability of funds and the increase in members.

- Phase 2: Build an accessory structure of approximately 2,400 square feet for animals (goats, donkeys, chickens) and to store equipment and feed. Gardens for vegetables and flowers will be built adjacent to this structure.
- Phase 3: Build a second accessory structure of approximately 3,000-5,000 square feet for indoor activities and to accommodate no more than 30 members.
- Phase 4: Build a small cottage/single-family dwelling of approximately 2,000-2,500 square feet, with its own septic and well, for use by a staff member/caretaker that will live on-site full-time. The caretaker house will have a gravel access drive on the property, as shown on the site plan.

**EXISTING ZONING:** The subject property is currently zoned A-2, Rural Agricultural District. This district allows for single-family homes and agricultural uses, such as farming or the raising of farm animals. A use like the one proposed in this PUD would not be permitted in A-2.

### **ALTERNATIVES/ISSUES:**

**IMPACTS:** While this use will produce more traffic than the current use of single-family home, it is not anticipated to have a negative impact on neighbors. Activities will occur mostly indoors and sufficient parking will be provided. The PUD allows for 45 people on site at one time with 30 members and 15 staff members. (At this time there are only 6 to 8 members.)

### **OTHER AGENCY COMMENTS:**

**FIRE DEPARTMENT:** No comments.

**PUBLIC WORKS/ENGINEERING:** No comments.

**TRAFFIC ENGINEER:** No comments.

**UTILITIES:** This property is currently not serviced by City Utilities for water or sewer; it is on private well and septic. For solid waste service, the use of polycarts will be sufficient as long as the volume of waste can still be served with no more than three polycarts. The applicant has

been advised of the need to consult with and comply with potential state agencies regarding any state requirements.

**CONCLUSION:** Staff forwards this request for rezoning from A-2, Rural Agricultural District, to a PUD, Planned Unit Development, and Ordinance No. O-2223-27 to the Planning Commission for consideration and recommendation to City Council.





## CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Thursday, March 09, 2023 at 6:30 PM

### MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9<sup>th</sup> day of March, 2023.

Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <https://norman-ok.municodemeetings.com> at least twenty-four hours prior to the beginning of the meeting.

\* \* \*

Chair Erica Bird called the meeting to order at 6:32 p.m.

#### ROLL CALL

##### PRESENT

Cameron Brewer  
Douglas McClure  
Liz McKown  
Erica Bird  
Kevan Parker  
Michael Jablonski  
Steven McDaniel  
Maria Kindel

##### ABSENT

Jim Griffith

A quorum was present.

##### STAFF PRESENT

Jane Hudson, Director, Planning & Community Development  
Lora Hoggatt, Planning Services Manager  
Melissa Navarro, Planner I  
Jack Burdett, Subdivision Development Coordinator  
Todd McLellan, Development Engineer  
Jami Short, Traffic Management Center Engineer  
Beth Muckala, Assistant City Attorney  
Bryce Holland, Multimedia Specialist  
Roné Tromble, Admin. Tech. IV

## NON-CONSENT ITEMS

### Planned Unit Development

4. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2223-27: RELA, L.L.C. requests rezoning from A-2, Rural Agricultural District, to PUD, Planned Unit Development, for 19.84 acres of property located at 5201 24th Avenue N.E.

### ITEMS SUBMITTED FOR THE RECORD

1. Location Map
2. Staff Report
3. PUD Narrative with Exhibits A-B

**PRESENTATION BY STAFF:** Ms. Hoggatt reviewed the staff report, a copy of which is filed with the minutes.

### PRESENTATION BY THE APPLICANT:

Hussein Torbati, a board member of SunHive Collective, presented the project. His wife, Pati, the owner of RELA, L.L.C., was also present.

1. Mr. Brewer asked whether there are any plans for expansion in the future on the site. Mr. Torbati responded that the program only works if they keep the members to a limited number, because the members have specific needs. Unless they were to buy additional land to expand, this is it.
2. Mr. McClure asked how many members they have. Mr. Torbati responded 30 maximum. He outlined the three phases they have planned, which will depend on the finances: Phase 1 – finishing the building, finishing the barn and vegetable garden, and the privacy fence around the area; Phase 2 – once there are 16 members, they will look at building an activity center, which will allow them to grow to the maximum of 30 members; Phase 3 – addition of a caretaker residence.
3. Mr. Jablonski spoke in support of the project and commended the incorporation of nature into the program.

**PUBLIC PARTICIPATION:** None

### DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Motion made by Kevan Parker, seconded by Maria Kindel, to recommend adoption of Ordinance No. O-2223-27 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Parker, Bird, McClure, Kindel, Jablonski  
Absent: Griffith

The motion to recommend adoption of Ordinance No. O-2223-27 to City Council passed by a vote of 8-0.

**File Attachments for Item:**

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-36 UPON SECOND AND FINAL READING: 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.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 04/11/2023

**REQUESTER:** Chris Mattingly, Director of Utilities

**PRESENTER:** Chris Mattingly, Director of Utilities

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-36 UPON SECOND AND FINAL READING: 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.

### **BACKGROUND:**

The City of Norman / Norman Utilities Authority receives revenues from water customers through monthly billing based on approved water rates to fund staffing, operations and maintenance, capital improvement projects, and other associated fees and charges solely for the water system. No funds from the City of Norman General Fund or sales tax revenue is allocated to fund costs for the water system.

In accordance with the City Charter, utility rates can only be increased through a public vote. Since 2000, four water rate propositions were voted on with two propositions (2006 and 2015) being successful and two propositions (2010 and 2022) being unsuccessful. As such, water rates have only been increased two times within the past two decades. For most recent successful rate increase in 2015, funding was provided for the following projects which have been completed.

<b>PROJECT</b>	<b>PROP. COST (\$, in millions)</b>	<b>ACTUAL COST (\$, in millions)</b>	<b>STATUS</b>
Water Treatment Plant Phase II Improvements	31.0	36.2	Complete
Groundwater Blending	2.0	0	Complete
Additional Groundwater Supply of 2 Million Gallons per Day	9.0	11.0	Complete
Land Purchase	2.0	0.9	Complete
Water Line Replacements	3.0	15.8	Complete
<b>TOTAL</b>	<b>47.0</b>	<b>63.0</b>	

The unsuccessful rate proposition in 2022 proposed funding for four main items:

1. Groundwater System Disinfection;
2. Advanced Water Metering;
3. Water Line Replacement; and
4. Increased Operational Costs.

Regarding Advanced Water Metering, the City received a grant for the project in the amount of \$2 million from the Bureau of Reclamation under the Bipartisan Infrastructure Law for the project. This funding update was presented to Council on June 7, 2022 during a Council Study Session where staff was directed to proceed with full implementation of the Advanced Water Metering project due to obtaining the federal funding and the benefits of the new metering system. Below are key highlights from the project:

1. Improved customer satisfaction through accurate water bills;
2. Better water use management for customers;
3. Leak notifications;
4. Water conservation advances with the additional data;
5. More efficient use of City staff; and
6. Reduced energy from vehicles use and water pumping.

However, the loan from the Oklahoma Water Resources Board (OWRB) under the Clean Water State Revolving Fund program was for a loan period of 17 years instead of the 10 years originally planned due to the 2022 rate increase failure.

### **Cost-of-Service Study**

Staff hired Raftelis in June 2022 to complete a cost-of-service study which fully evaluated the

revenues and expenses for the Water Fund and the Water Reclamation Fund to determine revenue requirements for the respective funds, allocate costs between rate classes for rate class equity, and develop rate alternatives to meet revenue requirements. Additionally, this study evaluated revenue requirements for various water supply options including a scenario where no further growth occurred. Pursuant to the study, additional annual revenue requirements for the Water Fund to meet projected operational and capital expenses for the next ten years is \$6.7 million even with the scenario where no further growth occurs. The cost-of-service study is completed and is available on the City website.

Information from the cost-of-service study was presented to City Council at three Council Study Sessions (open to the public). Below are the dates of the Council Study Sessions along with brief summaries of the information provided during the meetings:

1. December 20, 2022 – Revenue requirements for both Water and Water Reclamation Funds;
2. February 7, 2023 – Cost-of-service adjustments and two proposed rate alternatives with Alternative 1 increasing base and volume rates proportionately and Alternative 2 increasing base rate more than volume to better align with industry practices; and
3. March 7, 2023 – Additional rate Alternative 1a provided per Council request that was a middle option between Alternatives 1 and 2.

Council/NUA discussed the advantages/benefits of the different alternatives but ultimately determined that Alternative 2 was the best option to move forward.

## **2023 Rate Proposition Significant Projects and Cost Increases**

### **1. GROUNDWATER SYSTEM DISINFECTION**

The Norman water system is supplied by water from three sources: the water treatment plant which receives water from Lake Thunderbird, the groundwater well system, and the Oklahoma City wholesale connection. Water from the water treatment plant and the Oklahoma City wholesale connection are from surface water sources and therefore are required to have a disinfectant residual. Water from the groundwater system has not historically and does not currently have disinfection or a disinfectant residual since groundwater systems are not required to have a disinfectant residual. However, since Norman's system is a combined surface water and groundwater system, the Oklahoma Department of Environmental Quality is requiring that Norman begin adding a disinfectant to the groundwater system so that a chlorine residual of 1.0 parts per million (ppm) meeting Oklahoma Administrative Code 252:631-3-3 (d) (5) is maintained throughout the entire distribution system. To meet this mandate, a capital project is proposed to build a centralized facility to collect groundwater for required disinfection. It would also prepare the City/NUA for future treatment should regulations become more stringent. To reduce capital expenditures, this project will include the construction of a building, chemical storage and feed systems, and required piping to get the water to facility and will not include the previously planned storage tank and pump station at this time.

### **2. WATER LINE REPLACEMENT**

The water system is comprised of over 640 miles of water lines with approximately 280 miles of these pipes made of cast or ductile iron. Due to soil conditions in Norman, these metal lines

have shown an increased rate of failure which impacts service to our customers. Repairs for failures in an emergency manner are also very cost-inefficient compared to replacement projects in advance of failures. Additional funds for this work will improve service reliability and reduce operating costs in the long-term financial outlook. The capital improvement plan used to develop revenue projections has approximately seven miles of pipe to be replaced annually within the next five-year period which is just over one percent of the system per year. This means that even with the rate increase, the water distribution system pipes will have to last well past their design life of 50 years.

### 3. *LEAD AND COPPER RULE REVISIONS*

The City water system has been fully compliant with the Lead and Copper Rule since its issuance in 1991. Staff continue to operate the Water Treatment Plant in a manner that produces water that reduces the potential for corrosion and lead in drinking water. However, due to events that occurred in other cities exposing users to increased levels of lead in drinking water, the United States Environmental Protection Agency (EPA) issued the Lead and Copper Rule Revisions (LCRR) in January 2021 requiring utilities to perform additional measures to protect the public. Compliance with the LCRR will be required in October 2024 and will require that systems complete additional efforts as follows:

- a. Completion of a lead service line inventory that is publicly available for both the public and private service lines;
- b. Increased customer outreach including point-of-use filter devices and sampling for service line disturbances;
- c. Mandatory sampling at elementary schools and daycares;
- d. Corrosion control treatment and modification based on sample results;
- e. Sampling site selection and collection modifications; and
- f. Modification to requirements for replacement of lead service lines.

Conservatively, service lines installed after 1991 are assumed to be non-lead which would be approximately half of the roughly 42,000 service connections within Norman. This means 21,000 locations would need some form of additional verification to determine service line material. Funding is proposed to complete field verifications for approximately 20 percent of these locations to improve the required inventory and better understand how many lead service lines exist within the water system and to also perform testing and provide point-of-use devices as required.

### 4. *CHROMIUM REMOVAL FROM GROUNDWATER*

Recently completed studies under consideration by the EPA are being used to develop new standards for hexavalent chromium in drinking water. Based on preliminary information, levels will be set such that new treatment systems will be required for the groundwater well system. Preliminary estimates for this installation are approximately \$150 million. This rate proposition will not fund this installation but it will put the Water Fund in a better financial position when the new rules come into effect.

### 5. *INCREASED OPERATIONAL COSTS*

Operating costs of power, gas, chemicals, and numerous other costs necessary for treating and pumping water and operating the water system continue to increase. There are also increased EPA requirements that will entail additional treatment and testing costs. Additional funds are required to operate the system in light of increasing costs.

### **DISCUSSION:**

Ordinance O-2223-37 calls for an election to be held on June 13, 2023, for voters to approve or reject Ordinance O-2223-36. Ordinance O-2223-36 amends the water rate structure contingent on voter approval. The proposed rate increases for residential customers as outlined within Ordinance O- 2223-36 are briefly shown in the following table. Capital improvement charges are not proposed to change but are shown below for clarity.

Description	Existing Rates	Proposed Rates
<b>Monthly Water Service Charge, \$ per bill</b>		
All Customers		
- Base Fee	\$6.00	\$10.90
- Capital Improvement Charge	\$1.50	\$ 1.50
<b>Volume Rates, \$ per 1,000 gallons</b>		
Block 1 (0 - 5,000 gallons)	\$3.35	\$3.46
Block 2 (5,001 – 15,000)	\$4.10	\$4.50
Block 3 (15,001 – 20,000)	\$5.20	\$6.75
Block 4 (20,001 and more)	\$6.80	\$9.51

The proposed rate increases for non-residential customers as outlined within Ordinance O-2223-36 are briefly shown in the following table. Capital improvement charges are not proposed to change but are shown below for clarity.

Description	Existing Rates	Proposed Rates
<b>Monthly Water Service Charge, \$ per bill</b>		
All Customers		
- Base Fee	\$6.00	\$10.90
- Capital Improvement Charge	60% of sewer rate	60% of sewer rate
<b>Volume Rates, \$ per 1,000 gallons</b>		



Average Winter Consumption (AWC)	\$3.80	\$4.69
Above AWC	\$4.20	\$7.04

The next available election date is June 13, 2023. If the rates are adopted by the voters, they will go into effect September 1, 2023.

**RECOMMENDATION:**

The proposed rates in Ordinance O-2223-36 are the result of NUA/Council's discussion and represent rates designed to cover necessary capital and operation expenses associated with planned and mandated improvements. Ordinance O-2223-37 calls a Special Election for a public vote on these rates on June 13, 2023. Staff recommends approval of Ordinances O-2223-36 and O-2223-37 upon Second and Final Reading.

**CITY OF NORMAN  
ORDINANCE O-2223-36**

**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.**

**WHEREAS,** Norman's City Charter requires the approval of the voters in Norman prior to increasing rates for utilities provided by the City of Norman;

**WHEREAS,** staffing, operations, maintenance, and capital improvement projects for the water utility are funded by water rate revenues, with no funding from the City's General Fund or from sales tax revenue;

**WHEREAS,** water rates in Norman have been increased only twice since 2000, with the most recent increase approved by the voters occurring in 2015;

**WHEREAS,** the Oklahoma Department of Environmental Quality has mandated that the City of Norman begin disinfection of groundwater in order to maintain chlorine residual throughout the distribution system thereby necessitating a centralized facility with buildings, chemical systems, piping, and site improvements to meet this requirement, which will also allow future treatment processes, water storage, and pumping facilities should more stringent future regulations require additional treatment of groundwater; and

**WHEREAS,** the City's water system is comprised of approximately 640 miles of transmission and distribution mains, requiring maintenance and replacement on an ongoing basis;

**WHEREAS,** the United States Environmental Protection Agency has passed the Lead and Copper Rule Revision mandating new requirements for utilities regarding lead in drinking water and requiring replacement of lead pipes and is developing other more stringent regulations that could necessitate new or additional treatment facilities of City water;

**WHEREAS,** in addition to new regulatory requirements, since the last rate increase in 2015, operational and maintenance costs have continued to increase, necessitating additional funding;

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

**SECTION 1:**        **AMENDMENT** “34-214 Rates For Water Service” of the City of Norman Municipal Code is hereby *amended* as follows:

#### B E F O R E   A M E N D M E N T

##### 34-214 Rates For Water Service

- (a) The water rates and charges hereinafter enumerated shall be collected for the purposes of providing funds for the continued operation, improvement, servicing and maintenance of the City water system and for other municipal governmental purposes related to providing utility services.
- (b) The following monthly rates shall apply to each residential metered user (including residence, mobile home, or other single-family dwelling unit, apartment, townhouse or dwelling):
  - (1) \$6.00 base fee;
  - (2) \$3.35 per 1,000 gallons for zero to 5,000 gallons;
  - (3) \$4.10 per 1,000 gallons for 5,001 to 15,000 gallons;
  - (4) \$5.20 per 1,000 gallons for 15,001 to 20,000 gallons;
  - (5) \$6.80 per 1,000 gallons for over 20,000 gallons.
- (c) The base rate and the first 5,000 gallons of usage for residential metered users under subsection (b) of this section who are low income as defined by section 8 of the Housing Act of 1937, amended by the Housing and Community Development Act of 1974, will be calculated at a reduction of 25 percent.
- (d) In addition to the monthly rates set forth herein, all households (defined as a residential unit consistent with the purposes statement of R-1 and R1-A zoning districts) shall be assessed a high usage surcharge of \$0.35 per thousand gallons of usage over 20,000 gallons used during the peak water demand months of July and August (billed in August and September, respectively).

- (e) The following monthly rates shall apply to each nonresidential metered user (including business, industrial, or commercial establishments):
- (1) Average winter consumption: the average of a nonresidential metered user's water consumption for the monthly billings generated by the City in December, January, and February of the most recent year.
  - (2) All nonresidential metered users shall pay a base fee of \$6.00 for each water meter.
  - (3) The water rate for consumption up to a nonresidential metered user's average winter consumption shall be \$3.80 per 1,000 gallons of water.
  - (4) The water rate for consumption exceeding a nonresidential metered user's average winter consumption shall be \$4.20 per 1,000 gallons of water.

(Code 1976, § 21-113; Ord. No. O-7374-32; Ord. No. O-7475-6; Ord. No. O-7475-59; Ord. No. O-7980-53; Ord. No. O-9495-60; Ord. No. O-9899-29; Ord. No. O-0506-20; Ord. No. O-1415-15, § 7; Ord. No. O-1415-30, § 13)

## AFTER AMENDMENT

### 34-214 Rates For Water Service

- (a) The water rates and charges hereinafter enumerated shall be collected for the purposes of providing funds for the continued operation, improvement, servicing and maintenance of the City water system and for other municipal governmental purposes related to providing utility services.
- (b) The following monthly rates shall apply to each residential metered user (including residence, mobile home, or other single-family dwelling unit, apartment, townhouse or dwelling):
  - (1) ~~\$10.90~~~~6.00~~ base fee;
  - (2) ~~\$3.46~~~~3.35~~ per 1,000 gallons for zero to 5,000 gallons;
  - (3) ~~\$4.50~~~~4.10~~ per 1,000 gallons for 5,001 to 15,000 gallons;
  - (4) ~~\$6.75~~~~5.20~~ per 1,000 gallons for 15,001 to 20,000 gallons;
  - (5) ~~\$9.51~~~~6.80~~ per 1,000 gallons for over 20,000 gallons.
- (c) The base rate and the first 5,000 gallons of usage for residential metered users under subsection (b) of this section who are low income as defined by section 8 of the Housing Act of 1937, amended by the Housing and Community Development Act of 1974, will be calculated at a reduction of 25 percent.
- (d) In addition to the monthly rates set forth herein, all households (defined as a residential unit consistent with the purposes statement of R-1 and RI-A zoning districts) shall be assessed a high usage surcharge of \$0.35 per thousand gallons of usage over 20,000 gallons used during the peak water demand months of July and August (billed in August and September, respectively).
- (e) The following monthly rates shall apply to each nonresidential metered user (including business, industrial, or commercial establishments):
  - (1) Average winter consumption: the average of a nonresidential metered user's water consumption for the monthly billings generated by the City in December, January, and February of the most recent year.

- (2) All nonresidential metered users shall pay a base fee of \$~~10.90~~<sup>6.00</sup> for each water meter.
- (3) The water rate for consumption up to a nonresidential metered user's average winter consumption shall be \$~~4.69~~<sup>3.80</sup> per 1,000 gallons of water.
- (4) The water rate for consumption exceeding a nonresidential metered user's average winter consumption shall be \$~~7.04~~<sup>4.20</sup> per 1,000 gallons of water.

(Code 1976, § 21-113; Ord. No. O-7374-32; Ord. No. O-7475-6; Ord. No. O-7475-59; Ord. No. O-7980-53; Ord. No. O-9495-60; Ord. No. O-9899-29; Ord. No. O-0506-20; Ord. No. O-1415-15, § 7; Ord. No. O-1415-30, § 13)

**SECTION 2: 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.

**SECTION 3: EFFECTIVE DATE** The rates described above shall be effective for all billings issued on or after the 1st day of September, 2023, and thereafter conditioned upon said rate increase being approved by a majority of the registered voters voting in an election called for the purpose of approving or rejecting said rates; Said election to be held on the 13th day of June, 2023.

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:**

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-37 UPON SECOND AND FINAL READING: 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 13<sup>TH</sup> 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.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 04/11/2023

**REQUESTER:** Chris Mattingly, Director of Utilities

**PRESENTER:** Chris Mattingly, Director of Utilities

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-37 UPON SECOND AND FINAL READING: 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 13<sup>TH</sup> 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.

## **BACKGROUND:**

The City of Norman / Norman Utilities Authority receives revenues from water customers through monthly billing based on approved water rates to fund staffing, operations and maintenance, capital improvement projects, and other associated fees and charges solely for the water system. No funds from the City of Norman General Fund or sales tax revenue is allocated to fund costs for the water system.

In accordance with the City Charter, utility rates can only be increased through a public vote. In the last 22 years, four water rate propositions were voted on with two propositions (2006 and 2015) being successful and two propositions (2010 and 2022) being unsuccessful. As such, water rates have only been increased two times within the past two decades. From the most recent successful rate increase in 2015, funding was provided for the following projects which have been completed:

<b>PROJECT</b>	<b>PROP. COST (\$, in millions)</b>	<b>ACTUAL COST (\$, in millions)</b>	<b>STATUS</b>
Water Treatment Plant Phase II Improvements	31.0	36.2	Complete
Groundwater Blending	2.0	0	Complete
Additional Groundwater Supply of 2 Million Gallons per Day	9.0	11.0	Complete
Land Purchase	2.0	0.9	Complete
Water Line Replacements	3.0	15.8	Complete
<b>TOTAL</b>	<b>47.0</b>	<b>63.0</b>	

The unsuccessful rate proposition in 2022 proposed funding for four main items:

1. Groundwater System Disinfection;
2. Advanced Water Meter Infrastructure;
3. Water Line Replacement; and
4. Increased Operational Costs.

Regarding Advanced Water Meter Infrastructure (AMI), the City received a grant for the project in the amount of \$2 million from the Bureau of Reclamation under the Bipartisan Infrastructure Law for the project. This funding update was presented to Council on June 7, 2022 during a Council Study Session. Staff and the Trustees of the Norman Utilities Authority (NUA)/Council agreed it was in Norman's best interest to proceed with full implementation of the AMI project due to the federal funding offer and the benefits of the new metering system. Below are key highlights from the ongoing project:



1. Improved customer satisfaction through accurate water bills;
2. Better water use management for customers;
3. Leak notifications;
4. Water conservation advances with the additional data;
5. More efficient use of City staff; and
6. Reduced energy from vehicles use and water pumping.

The loan from the Oklahoma Water Resources Board (OWRB) under the Clean Water State Revolving Fund program (authorized by Resolutions R-2223-49 and R-2223-50) was for a loan period of 17 years instead of the 10 years originally planned due to the 2022 rate increase failure.

### **Cost-of-Service Study**

Staff hired Raftelis in June 2022 to complete a cost-of-service study which fully evaluated the revenue and expenses for the Water Fund and the Water Reclamation Fund to determine revenue requirements for the respective funds, allocate costs between rate classes for rate class equity, and develop rate alternatives to meet revenue requirements. Additionally, this study evaluated revenue requirements for various water supply options including a scenario where no further growth occurred. Pursuant to the study, additional annual revenue requirements for the Water Fund to meet projected operational and capital expenses for the next ten years is \$6.7 million even with the scenario where no further growth occurs. The cost-of-service study is completed and is available on the City website.

Information from the cost-of-service study was presented to NUA/Council at three Study Sessions (open to the public). Below are the dates of the Study Sessions along with brief summaries of the information provided during each meeting:

1. December 20, 2022 – Revenue requirements for both Water and Water Reclamation Funds;
2. February 7, 2023 – Cost-of-service adjustments and two proposed rate alternatives with Alternative 1 increasing base and volume rates proportionately and Alternative 2 increasing base rate more than volume to better align with industry practices; and
3. March 7, 2023 – Additional rate Alternative 1a provided per Trustee request that was a “middle option” between Alternatives 1 and 2.

NUA/Council discussed the advantages/benefits of the different alternatives but ultimately determined that Alternative 2 was the best option to move forward.

### **2023 Rate Proposition Significant Projects and Cost Increases**

#### **1. GROUNDWATER SYSTEM DISINFECTION**

The Norman water system is supplied by water from three sources: the water treatment plant which receives water from Lake Thunderbird, the groundwater well system, and the Oklahoma City wholesale connection. Water from the water treatment plant and the Oklahoma City wholesale connection are from surface water sources and therefore are required to have a disinfectant residual. Water from the groundwater system has not historically and does not

currently have disinfection or a disinfectant residual since groundwater systems are not required to have a disinfectant residual. However, since Norman's system is a combined surface water and groundwater system, the Oklahoma Department of Environmental Quality is requiring that Norman begin adding a disinfectant to the groundwater system so that a chlorine residual of 1 part per million (ppm) meeting Oklahoma Administrative Code 252:631-3-3 (d) (5) is maintained throughout the entire distribution system. To meet this mandate, a capital project is proposed to build a centralized facility to collect groundwater for required disinfection. It would also prepare the NUA for future treatment facilities should regulations become more stringent. To reduce capital expenditures, this project will include the construction of a building, chemical storage and feed systems, and required piping to get the water to facility and will not include the previously-planned storage tank and pump station at this time.

## 2. WATER LINE REPLACEMENT

The water system is comprised of over 640 miles of water lines with approximately 280 miles of these pipes made of cast or ductile iron. Due to soil conditions in Norman, these metal lines have shown an increased rate of failure which impacts service to our customers. Repairs for failures in an emergency manner are also very cost-inefficient compared to replacement projects in advance of failures. Additional funds for accelerating these line replacements in advance of failures will improve service reliability and reduce operating costs in the long-term financial outlook. The capital improvement plan used to develop revenue projections has approximately seven miles of pipe to be replaced annually within the next five-year period which is just over one percent of the system per year. This means that even with the rate increase, the water distribution system pipes will have to last well past their design life of 50 years.

## 3. LEAD AND COPPER RULE REVISIONS

The City water system has been fully compliant with the "Lead and Copper Rule" since its issuance in 1991. Staff continue to operate the Water Treatment Plant in a manner that produces water that reduces the potential for corrosion and lead in drinking water. However, due to events that occurred in other cities exposing users to increased levels of lead in drinking water, the United States Environmental Protection Agency (EPA) issued Lead and Copper Rule Revisions (LCRR) in January 2021, requiring utilities to perform additional measures to protect the public. Compliance with the LCRR will be required in October 2024 and will require that systems complete additional efforts as follows:

- a. Completion of an inventory of private and public lead service lines that is publicly available;
- b. Increased customer outreach including point-of-use filter devices and sampling for service line disturbances;
- c. Mandatory sampling at elementary schools and daycares;
- d. Corrosion control treatment and modification based on sample results;
- e. Sampling site selection and collection modifications; and
- f. Modification to requirements for replacement of lead service lines.

Conservatively, service lines installed after 1991 are assumed to be non-lead which would be approximately half of the roughly 42,000 service connections within Norman. This means 21,000 locations would need some form of additional verification to determine service line material (publicly or privately owned). Funding is proposed to complete field verifications for

approximately 20 percent of these locations to improve the required inventory and better understand how many lead service lines exist within the water system and to also perform testing and provide point-of-use devices as required.

#### 4. CHROMIUM REMOVAL FROM GROUNDWATER

Recently completed studies under consideration by the EPA are being used to develop new standards for hexavalent chromium in drinking water. Based on preliminary information, levels will be set such that new treatment systems will be required for the groundwater well system. Preliminary estimates for this installation are approximately \$150 million. This rate proposition will not fund this installation but it will put the Water Fund in a better financial position when the new rules come into effect.

#### 5. INCREASED OPERATIONAL COSTS

Operating costs of power, gas, chemicals, and numerous other costs necessary for treating and pumping water and operating the water system continue to increase. There are also increased EPA requirements that will entail additional treatment and testing costs. Additional funds are required to operate the system in light of increasing costs.

### **DISCUSSION:**

Ordinance O-2223-37 calls for an election to be held on June 13, 2023, for voters to approve or reject Ordinance O-2223-36. Ordinance O-2223-36 amends the water rate structure contingent on voter approval. The proposed rate increases for residential customers as outlined within Ordinance O- 2223-36 are briefly shown in the following table. Capital improvement charges are not proposed to change but are shown below for clarity.

Description	Existing Rates	Proposed Rates
<b>Monthly Water Service Charge, \$ per bill</b>		
All Customers		
- Base Fee	\$6.00	\$10.90
- Capital Improvement Charge	\$1.50	\$ 1.50
<b>Volume Rates, \$ per 1,000 gallons</b>		
Block 1 (0 - 5,000 gallons)	\$3.35	\$3.46
Block 2 (5,001 – 15,000)	\$4.10	\$4.50
Block 3 (15,001 – 20,000)	\$5.20	\$6.75
Block 4 (20,001 and more)	\$6.80	\$9.51

The proposed rate increases for non-residential customers as outlined within Ordinance O-2223-36 are briefly shown in the following table. Capital improvement charges are not

proposed to change but are shown below for clarity.

Description	Existing Rates	Proposed Rates
<b>Monthly Water Service Charge, \$ per bill</b>		
All Customers		
- Base Fee	\$6.00	\$10.90
- Capital Improvement Charge	60% of sewer rate	60% of sewer rate
<b>Volume Rates, \$ per 1,000 gallons</b>		
Average Winter Consumption (AWC)	\$3.80	\$4.69
Above AWC	\$4.20	\$7.04

The next available election date is June 13, 2023. If the rates are adopted by the voters, they will go into effect September 1, 2023.

**RECOMMENDATION:**

The proposed rates in Ordinance O-2223-36 are the result of NUA/Council's discussion and represent rates designed to cover necessary capital and operation expenses associated with planned and mandated improvements. Ordinance O-2223-37 calls a Special Election for a public vote on these rates on June 13, 2023. Staff recommends approval of Ordinances O-2223-36 and O-2223-37 upon Second and Final Reading.

O-2223-37

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 13<sup>TH</sup> 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 NO. 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.

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

- § 1. Proposition. That the Mayor of the City of Norman, Oklahoma, or in his or her absence or incapacity, the duly qualified Mayor Pro Tem, be and hereby is authorized and directed to call a special election to be held in the City of Norman, Oklahoma, on the 13<sup>th</sup> day of June, 2023, for the purpose of submitting to the registered, qualified voters of said City of Norman, Oklahoma, for their approval or rejection the following proposition:

O-2223-37

Shall Ordinance No. O-2223-36 amending Section 34-214 of the Code of the City of Norman, Oklahoma effective September 1, 2023 increasing the monthly base fee for residential metered users from \$6.00 to \$10.90; increasing the monthly water rates for residential metered users from \$3.35 to \$3.46 per thousand gallons for the first 5,000 gallons of water used, from \$4.10 to \$4.50 per thousand gallons for water usage between 5,001 and 15,000 gallons, from \$5.20 to \$6.75 per thousand gallons for water usage between 15,001 and 20,000 gallons, and from \$6.80 to \$9.51 per thousand gallons for water usage in excess of 20,000 gallons; increasing the monthly base fee for non-residential metered users from \$6.00 to \$10.90; increasing the water rates for non-residential metered users from \$3.80 to \$4.69 per thousand gallons for water usage up to such customer's average winter consumption and increasing the water rates for non-residential metered users from \$4.20 to \$7.04 per thousand gallons for water usage exceeding such non-residential metered user's average winter consumption, be approved?

- § 2. That such call for said election shall be by Special Election Proclamation and Notice, signed by the Mayor or Mayor Pro Tem and attested to by the City Clerk, setting forth the proposition to be voted on; that the ballots set forth in the proposition be voted upon substantially as set out in Section 1 hereof; and that the returns of said election shall be made to and canvassed by the Cleveland County Election Board.
- § 3. That the number and location of the polling places and the persons who conduct the elections shall be the same as the regular polling places and persons prescribed and selected by the Cleveland County Election Board for elections in the City of Norman, Oklahoma.
- §4. That the Special Election Proclamation and Notice of event date, a copy of which is on file with the City Clerk and which is incorporated herein by reference, calling such a special election, is hereby approved in all respects, and that the Mayor or Mayor Pro Tem is hereby authorized to execute said special election proclamation on behalf of the City, and the City Clerk is hereby authorized to attest and affix the seal of said City to said Special Election Proclamation and Notice and cause a copy of said Special Election Proclamation and Notice to be published as required by law, and a copy thereof delivered to the Cleveland County Election Board.
- §5. That the City Clerk shall serve or cause to be served, a copy of this Ordinance and a copy of the Special Election Proclamation and Notice of Election upon the office of the Cleveland County Election Board, not less than sixty (60) days prior to the date of the election.

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

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

O-2223-37

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

ATTEST:

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

## SPECIAL ELECTION PROCLAMATION AND NOTICE OF ELECTION

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary and enacted pursuant thereto, and Ordinance No. O-2223-37 dated April 11, 2023, authorizing the calling of an election on the Propositions hereinafter set forth, I, the undersigned Mayor of the City of Norman, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Norman, Oklahoma, on the 13th day of June 2023 for the purpose of submitting to the registered qualified voters in said City the following Proposition:

### PROPOSITION I

Shall Ordinance No. O-2223-36 amending Section 34-214 of the Code of the City of Norman, Oklahoma effective September 1, 2023 increasing the monthly base fee for residential metered users from \$6.00 to \$10.90; increasing the monthly water rates for residential metered users from \$3.35 to \$3.46 per thousand gallons for the first 5,000 gallons of water used, from \$4.10 to \$4.50 per thousand gallons for water usage between 5,001 and 15,000 gallons, from \$5.20 to \$6.75 per thousand gallons for water usage between 15,001 and 20,000 gallons, and from \$6.80 to \$9.51 per thousand gallons for water usage in excess of 20,000 gallons; increasing the monthly base fee for non-residential metered users from \$6.00 to \$10.90; increasing the water rates for non-residential metered users from \$3.80 to \$4.69 per thousand gallons for water usage up to such customer's average winter consumption and increasing the water rates for non-residential metered users from \$4.20 to \$7.04 per thousand gallons for water usage exceeding such non-residential metered user's average winter consumption, be approved?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

1 <sup>st</sup>	<input type="checkbox"/>	YES	- FOR THE ABOVE PROPOSITION
2 <sup>nd</sup>	<input type="checkbox"/>	NO	- AGAINST THE ABOVE PROPOSITION

(If the voter desires to vote for the above Proposition, he shall mark the ballot accordingly; if he desires to vote against the above Proposition, he shall mark the ballot accordingly.)

That only the registered qualified voters of the City of Norman, Oklahoma, may vote upon the Propositions as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 p.m.

The special election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Cleveland County, Oklahoma.



WITNESS my hand as Mayor of the City of Norman, Oklahoma, and the Seal of said City affixed hereto on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

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

**File Attachments for Item:**

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-121: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON JUNE 13, 2023.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 04/11/2023

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-121: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON JUNE 13, 2023.

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**Resolution**

R-2223-121

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON JUNE 13, 2023.

- § 1. WHEREAS, Title 26 of the Oklahoma Statutes, §13-102, requires Notice of Election be given to the Secretary of the Cleveland County Election Board by Resolution of the City Council; and
- § 2. WHEREAS, the purpose of the Special Election is set forth in Ordinances O-2223-36 and O-2223-37 incorporated herein by reference; and
- § 3. WHEREAS, the Special Election is to be conducted on the 13th day of June, 2023.

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

- § 4. That notice be given of the Special Election by transmittal of this Resolution to the Secretary of the Cleveland County Election Board.

PASSED AND ADOPTED this 11th day of April, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

